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DECLARATION OF CONDOMINIUM
FOR
RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM

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**DECLARATION OF CONDOMINIUM FOR
RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the 11th day of September 2007 (the "Declaration") by PULTE HOME CORPORATION, a Michigan corporation, having a mailing address of 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in St. Johns County, Florida, being more particularly described in **Exhibit "A"** attached hereto, does hereby submit the land and improvements to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

**ARTICLE 1
NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY**

The name by which this condominium is to be identified is:

RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM (the "Condominium")

1.1 Description of Condominium

(a) This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase 1 consisting of the real property legally described and the units in the building and other improvements as shown on **Exhibit "A"** attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 1 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in **Exhibit "B"** attached hereto. Upon Completion of the building in Phase 1, a surveyor's certificate will be recorded certifying that the building, all Units within the building and their appurtenant Common Elements are substantially complete.

(b) The impact, if any, which the completion of any subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the fractional share ownership per Unit of the Common Elements and fractional share obligations of the Common Expenses and increase the size of the Common Elements.

(c) If the Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of this Declaration. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

(d) Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on **Exhibit "A-1"** attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in Section 15.8 below. Phase 1 is described in Section 1.2(a) below. The other Phases, if added, will consist of the number of Units as described in Section 1.2(b) below.

1.2 Description of Phases

The number, minimum, maximum and general size of Units to be included in each Phase are as follows

(a) Phase 1 of the condominium, when constructed, will consist of ten (10) units in one (1), two (2) story building, which contain a minimum of one thousand four hundred thirty-eight (1,438) square feet and a maximum of one thousand eight hundred fifty-seven (1,857) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(b) If constructed, Phases 3, 4, 6, 15, 20 and 23 will each consist of one (1), two (2) story building, with a minimum and maximum of six (6) residential units, which contain a minimum of one thousand four hundred thirty-eight (1,438) square feet and a maximum of one thousand eight hundred fifty-seven (1,857) square feet of heated and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(c) If constructed, Phases 2, 5, 10, 11, 12, 13, 17, 18, 19, 21, 22, 24 and 25 will each consist of one (1), two (2) story building, with a minimum and maximum of eight (8) residential units, which contain a minimum of one thousand four hundred thirty-eight (1,438) square feet and a maximum of one thousand eight hundred fifty-seven (1,857) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(d) If constructed, Phases 7, 8, 9, 14 and 16 will each consist of one (1), two (2) story building, with a minimum and maximum of ten (10) residential units, which contain a minimum of one thousand four hundred thirty-eight (1,438) square feet and a maximum of one thousand eight hundred fifty-seven (1,857) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

By acceptance of a deed to its Unit, each Unit Owner acknowledges and agrees that there are two generally accepted methods of measuring the boundaries of units in residential condominiums. The first method is based on the description of the boundaries of the Unit, as set forth in this Declaration and only includes the airspace within a Unit (the "Parametrical Method" and/or "Engineering Method"). The other method, which measures a Unit to the outside finished surface of exterior walls, and to the centerline of interior demising walls, includes portions of the adjacent common elements of the Condominium (the "Architectural Method"). The square footage estimate of a Unit derived using the Architectural Method is greater than the square footage estimate derived using the Parametrical Method/Engineering Method. The Architectural Method is generally used in sales materials and is provided, if at all, to allow a prospective buyer to compare the Units with units in other condominium projects that utilize the Architectural Method. The Parametrical Method/Engineering Method is used in the Condominium Documents.

1.3 Fractional Shares

(a) Each Unit's fractional ownership in the Common Elements shall be equal to all other Units. As each Phase is added, each Unit shall own a fractional share in the Common Elements, Common Surplus and obligation for Common Expenses represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on **Exhibit "B"** attached hereto.

(b) The ownership of the Common Elements attributable to each Unit would be that Unit's fractional share ownership, as set forth in Section 1.3(a) and **Exhibit "B"**. If any phase or phases are not developed and added as part of this Condominium, said fraction shall remain as provided in Section 1.3(a) for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent

(100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

(c) The Developer shall notify owners of existing Units of any decision not to add one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last know address.

1.4 Vote Allocation

Each Unit is entitled to one (1) vote in the Association.

1.5 Addition of Subsequent Phases

Subsequent Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence and any phase can be recorded in any order depending on when a particular phase is substantially completed. At the time of annexation of a Subsequent Phase, all improvements within the Phase shall be substantially complete.

1.6 Additional Land or Facilities

(a) The Developer is not required to convey any additional land or facilities to the Condominium after the completion of Phase 1 of the Condominium, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land shall:

(i) be encumbered or in any way affected by this Declaration, or

(ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an amendment in the public records of the County, which Amendment is signed by the Developer.

(b) The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium with different size units or density of units or with any other type of residential dwelling unit. There is no guarantee that any adjacent development will be consistent with the design of Phase 1 of the Condominium.

1.7 Time Share

Time share estates shall not be a part of this Condominium.

1.8 Sales Office

During the construction of this Condominium and any subsequent Phase, the Developer shall have the right to use any portion of the Condominium Property, including the Common Elements, but not the Units which have been conveyed to a Unit Owner, for the construction, marketing and sale of Units. Notwithstanding the foregoing, the Developer reserves the right to lease a Unit back from the Unit Owner for use as a sales office for so long as the Developer is offering property for sale within the Riverwood by Del Webb Community.

**ARTICLE 2
DEFINITIONS**

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the

Condominium Act, and as follows unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means Riverwood by Del Webb Carriage Home Condominium Association, Inc., a corporation not-for-profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.4 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units.

2.5 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property and Common Elements.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements and of any portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.

(g) Assessments charged the Association or costs incurred by the Association in the operation, management, maintenance and repair of the stormwater system as permitted by the SJRWMD, including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.6 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.7 Community means any and all land which is from time to time subjected to the Community Declaration. It is anticipated that the Riverwood by Del Webb Carriage Home Condominium

Association, Inc. and Riverwood by Del Webb Monterey Condominium Association, Inc. will be part of the Community.

2.8 Community Association means Riverwood by Del Webb Community Association, Inc., a corporation not-for-profit, and its successors, which is responsible for the operation and maintenance of the Community Association Common Property and such other duties as are from time to time designated in the Community Declaration.

2.9 Community Declaration means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association.

2.10 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.11 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.12 Developer means Pulte Home Corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon transfer of control of the Association.

2.13 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guarantee mortgage on the Condominium Parcel, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Parcel.

2.14 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.15 Management Company means the management company of the Association. As of the recording of this Declaration, the management company is Sterling Fin. & Mgmt., Inc.

2.16 Occupant shall mean anyone who stays overnight in a Unit for at least ninety (90) days in a consecutive twelve (12) month period.

2.17 Operation or Operation of the Condominium means and includes the administration and management of the Condominium Property.

2.18 SJRWMD means the St. Johns River Water Management District.

2.19 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.20 Stormwater Management System or Surface Water Management System means a system which is designed, 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, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

2.21 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.22 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Unit as shown by the real estate records in the office of the Clerk of the County, whether such owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an owner.

2.23 Utility Services shall include but not be limited to electric power, gas (if applicable), water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.24 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Parcel that is owned by more than one (1) owner or by any entity.

ARTICLE 3 EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land submitted by this Declaration to the condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 Exhibit "A-1" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phase 2 through Phase 25, together with a plot plan of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.3 Exhibit "B" - The fractional shares of ownership schedule of the Common Elements, Common Surplus and Common Expenses.

3.4 Exhibit "C" - The Articles of Incorporation of the Association.

3.5 Exhibit "D" - The Bylaws of the Association.

3.6 Exhibit "E" - Unit Type Square Footage.

**ARTICLE 4
EASEMENTS AND RESERVATIONS**

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, the Community Association and their respective successors and assigns, as follows:

4.1 Utilities.

Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.

4.2 Encroachments.

In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic.

A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities.

There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer, its successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. There is reserved in the Developer the right of ingress and egress over all of the Condominium.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units.

It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) and all recreational facilities for the marketing, sale, and advertising of all Units constructed. For so long as the Developer owns an interest in the Community with the intention to sell Units and for a period running one (1) year from such date, the Association and the Association's management company is prohibited from restricting access to the Community by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Units have been conveyed to Unit Owners. This reservation is

made notwithstanding the use restrictions set forth in Article 12, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Article 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own any land within the Community with the intention to sell Units to the public. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Unit owned by the Developer, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer

4.6 Easement through Interior Walls, Ceilings and Under Units.

The Association and adjoining Unit Owners shall have easements in and through all interior walls through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, weirs and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements.

In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Elements for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement over Condominium Property.

The Developer further reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property. The Developer further reserves the right to terminate the rights created by this Section, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this Section among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this Section not merge with Developer's fee simple interest in the Condominium; instead, Developer, shall be entitled to exercise the rights created by this Section, until such rights are terminated by Developer as provided above.

4.9 Recorded Easements and Licenses.

The Condominium Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Condominium Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set forth on **Exhibit "A"** attached hereto. In addition, the Condominium Property is subject to all easements created or permitted by this Declaration.

4.10 Easement for Warranty Purposes.

For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing

and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof).

ARTICLE 5 UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 Unit Boundaries.

(a) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (i) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.
- (ii) Lower Boundaries - The highest surface of the unfinished floors of the Unit.

(b) The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a lanai and so designated on the plot plan and/or floor plans, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

(c) Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, weirs, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Unit Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

(d) Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE 6 APPURTENANCES TO UNITS

6.1 Appurtenances.

There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in **Exhibit "B"** attached hereto and made a part hereof.

(b) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time,

which easement shall be terminated automatically in any air space which is vacated from time to time.

(c) Membership of the Unit Owner in the Association, and the right to use the Common Elements and to access the Common Elements, subject to the rules and regulations as adopted from time to time by the Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Unit Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, serving the Units of the Condominium, necessary to provide reasonable access to the public ways and for unassigned parking of permitted vehicles within the designated parking areas.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated in this Declaration or in the deed conveying the Unit.

(f) The driveways are Common Elements. Units located within the Condominium shall have not more than two (2) vehicles associated with the Unit, one (1) of which must be parked in the Owner's garage. The second vehicle, if any, must be parked on the driveway immediately in front of the Owner's garage.

(g) Certain portions of the parking areas are designated as common property of the Community Association. It is contemplated that the Community Association common property parking will be on a first come, first serve unassigned basis; provided however, that the Developer (and the Community Association following turnover of control of the Community Association), reserves the right to assign parking space(s) in its sole and absolute discretion. By acceptance of a deed to a Unit, each Unit Owner acknowledges and agrees that any Community Association common property parking space may be relocated at any time, and from time to time, by the Developer (or Community Association, as applicable) to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

6.2 Limited Common Elements.

Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Lanais. The lanais appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(c) Garage. The garage appurtenant to a Unit is a Limited Common Element of the Unit having direct and exclusive access thereto.

ARTICLE 7 MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units.

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(i) All Common Elements and Limited Common Elements, except as provided in Section 7.1(b)(i).

(ii) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(iii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services serving more than one (1) Unit.

(iv) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Sections 7.1(a)(i), (ii) and (iii) above.

(v) The Association shall clean the exterior windows which are not accessible to the Unit Owner once per year. The Association reserves the right to forego window cleaning until construction of the Condominium and Subsequent Phases is complete.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(i) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit and interior of the garage which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, dryer vents, electrical fixtures and appliances in the Units, garage door and garage door opener, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services serving only the Unit Owner's Unit, non-supporting walls and partitions and all contents of the Units and built-in cabinets in the Units and all exterior lighting attached to the Unit, including without limitation replacing light bulbs located on the front entrance and back entrance of the Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(ii) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval of the owners of record of seventy-five percent (75%) of the Units, and the prior approval of seventy-five percent (75%) of the Board of Directors of the Association; provided however that such approval shall not be required to display any American flag in accordance with the terms and conditions of Section 12.2 of this Declaration.

(iii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(iv) The Unit Owner is responsible for the cost, repair, maintenance and replacement of any enclosure on the lanais and also the costs incurred should the Association be required to repair the lanai or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

(v) The Unit Owner shall maintain all lighting fixtures located in the lanai of each Unit.

7.2 Alteration and Improvement.

(a) After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of seventy-five percent (75%) of the total voting interests of the Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

(b) Subject to the restrictions set forth in Article 12, no Unit Owner shall make any addition, alternation, or improvements in or to his Unit, the Common Elements, or the Limited Common Elements, and no structure or improvement may be erected, installed, maintained, or removed on the Condominium Property, until the design, construction, specifications, and a plan showing the location of the structure have been approved in writing by the Board of Directors.

Nothing contained in this Section shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such improvement. In no event shall a Unit Owner make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Condominium building containing his Unit, or impair any easement.

A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Unit Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and any manager of the Condominium, together with all their officers, directors, partners, and all other Unit Owners, harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance and repair thereof from and after the date of installation or construction thereof, as may be required by the Association. The provisions of this Article shall not apply to the Developer.

7.3 Hard Surface Floors.

The installation of hard floor surface coverings will not be permitted above the first floor of each building in the Condominium except for any hard surface floor coverings which the Developer installs. For the Units on the first floor of each building, the installation of hard surface floor coverings such as tile, marble, wood and the like in any portion of the Unit (or Limited Common Elements appurtenant thereto including, without limitation, on any lanai) other than foyers, bathrooms, and kitchens must be submitted to and approved by the ARB, and if approved, must meet all sound installation standards as established by the ARB from time to time and also meet applicable structural requirements. Notwithstanding the foregoing, no hard surface floor coverings shall be used to replace carpeted areas within the Unit. Further, approval shall only be granted if appropriate materials are used in the installation of the flooring so as to minimize sound transmission. The installation of any improvement or heavy object must be submitted to and approved by the Board of Directors and must be compatible with the overall structure and design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements with such review to be at the Unit Owner's sole cost and expense. In addition, the Board of Directors shall have the right to specify the exact material to be used on balconies. Unit Owners will be held strictly liable for all violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of such violations. Developer makes no representations of warranties with respect to the sound transmission qualities of the Units. Each Unit Owner by acceptance of a deed or other conveyance for its Unit hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control and that the noises from adjoining or nearby Units, the Limited Common Elements or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission

between and among the Units and other portions of the Condominium Property and each Unit Owner hereby waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

7.4 Window Treatments.

Reflective window coverings, heat mats and window coverings made of paper products are expressly prohibited. Only white or off-white, solid colored window coverings shall be permitted on any Unit without ARB approval. Stained-glass windows or other type of window treatment to be placed or installed on the inside or outside of any Unit requires approval of the ARB. The ARB as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property. The restriction set forth in this Section shall not be construed to limit the rights of Unit Owners to display an American flag in accordance with Section 12.2.

ARTICLE 8 ASSOCIATION ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses.

The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. The annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance, however the increment may change to annual, semi-annual, quarterly or in such other installment increments as the Association deems appropriate; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective fractional shares for the following purposes: (i) if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer (see Section 8.6 hereof); (ii) for the costs incurred by the Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Association for the acquisition, installation, construction or replacement of any capital improvements located or to be located within the Common Elements. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2 Liability for Assessments.

A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of Institutional Mortgagee who joins the Association in a foreclosure action and who acquires title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act.

No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument.

Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the acquirer of the Condominium Parcel, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3 Assessments.

The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an administrative late fee of five percent (5%) of the sum due but, not to exceed twenty-five and 00/100 dollars (\$25.00). All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to outstanding fines, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4 Collection.

Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5 Subordination of Lien.

The lien for Assessments or other charges that the Association has on a Unit is effective from and shall relate back to the last to occur of the recording of this Declaration or the recording of the amendment to the Declaration adding such Unit. As to first mortgages of record, however, the lien for Assessments or other charges is effective from and after the date of recording a claim of lien in the public records of St. Johns County, Florida. Notwithstanding the foregoing, the lien for Assessments or other charges that the Association has on a Unit will be deemed to be subordinate to

a first mortgage on the Unit if the mortgage was recorded before the delinquent Assessment was due.

8.6 Developer's Responsibility for Assessments.

In accordance with Section 718.116(9)(a)(2), Florida Statutes, the Developer shall be excused from the payment of its share of Common Expenses for the Units owned by Developer for the period of time that the Developer has guaranteed the level of assessments to be paid to the Association by the Unit Owners of the Condominium and that the Developer has agreed to pay any common expenses that exceed the guaranteed budget amount. The Developer has agreed to guarantee the amount of payments due to the Association for the period commencing on the date this Declaration is recorded and continuing until the earlier of December 31, 2008 or turnover of control of the Association from the Developer to the nondeveloper members of the Association ("Turnover") (the "Guarantee Period"). The guaranteed amount for each Unit during the Guarantee Period will be one hundred eighty-five dollars (\$185.00) per month for all unit types. So long as the Association has maintained all insurance coverages required by Section 718.111(11)(a), Florida Statutes, the Common Expenses incurred during the foregoing guarantee period resulting from a natural disaster or an Act of God, which are not covered by insurance proceeds from the insurance maintained by the Association may be assessed against all Unit Owners, including the Developer, owning Units in accordance with their share of Common Expenses on the date of such natural disaster or Act of God. Pursuant to Section 718.116(9)(a)(2), Florida Statutes, the Developer reserves the right to extend the guarantee for a period commencing with the expiration of the Guarantee Period and ending at Turnover, at an amount to be determined.

Following the Guarantee Period, each Unit Owner will be required to pay its actual pro-rata share of expenses based on the budget in effect at the time the Guarantee Period expires.

8.7 Reserves.

In accordance with Section 718.112(2)(f)(2), Florida Statutes, as of the date this Declaration is recorded, the Association has elected to maintain reserve accounts for capital expenditures and deferred maintenance. Reserves will therefore be collected from the Unit Owners as part of the Annual Assessment.

8.8 Capital Contribution.

Each purchaser shall be required to make a one time non-working capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may not be used by the Developer to fund the operating deficit. This non-working capital contribution shall be due and payable upon each resale of the Unit.

**ARTICLE 9
ASSOCIATION**

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Right in Association.

Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Unit Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association.

9.2 Articles of Incorporation.

A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as **Exhibit "C"** and made a part hereof.

9.3 Bylaws.

A copy of the Bylaws of the Association is attached as **Exhibit "D"** and made a part hereof.

9.4 Restraint Upon Assignment of Shares and Assets.

The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name.

The Association shall be named as provided in Section 2.2 herein and shall be a corporation not-for-profit.

9.6 Purchase or Lease of Properties.

The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7 Association's Access to Units.

The Association and its authorized agents shall have the right to enter the Condominium Parcels and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered.

9.8 Right of Action.

The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

**ARTICLE 10
INSURANCE**

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured.

All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner.

Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expenses including without limitation those matters in Section 10.3(a)(iii), and such insurance shall not be the responsibility of the Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(iii) Hazard policies issued to protect Condominium Buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this Section, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Termite Protection Coverage. The Board of Directors shall obtain and maintain adequate subterranean termite protection coverage on each Building. The fees incurred by the Association in connection with such coverage shall be included within the Annual Assessments payable by each Unit Owner.

(g) Other. Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

(h) Insurance/Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.4 Premiums.

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on **Exhibit "B"** attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the Building is to be Restored. For the Unit Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(ii) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in Sections 11.1(b) and 11.6(b)(ii) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6 Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent.

The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

**ARTICLE 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION**

11.1 Determination to Reconstruct or Repair.

If any part of the Condominium Property is damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Minor Damage or Condemnation. If the damaged or taken improvement is a Common Element and/or Limited Common Element, or if the damaged or taken improvement is a building in which less than sixty percent (60%) of the Units to which the Common Elements are appurtenant are untenable, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Unit Owners of eighty percent (80%) of the Common Elements and fifty-one percent (51%) of the Eligible Institutional Mortgagees agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2 Plans and Specifications.

Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Unit Owners of not less than eighty percent (80%) of the Common Elements, including the Unit Owners of all damaged or taken Units, together with the approval of fifty-one percent (51%) of the Eligible Institutional Mortgagees shall be required, which approval shall not be unreasonably withheld.

11.3 Responsibility.

If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Association. Each Unit Owner hereby appoints the Association to be attorney-in-fact in any negotiating settlements or agreements.

11.4 Estimates of Cost.

Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments.

If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds.

The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Association or Insurance Trustee for the benefit of the Unit Owners and the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Association is more than five hundred thousand and 00/100 dollars (\$500,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance or condemnation collected on account of casualty or taking, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty or taking shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than five hundred thousand and 00/100 dollars (\$500,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by an Institutional Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than five hundred thousand and 00/100 dollars (\$500,000.00), then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance or condemnation proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Unit Owners of the fund; except, however, that only those portions of a distribution to the beneficial Unit Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

(v) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

ARTICLE 12 USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Common Elements and Limited Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Elements. Each Owner acknowledges and agrees that if the Owner is leasing its Unit, the tenant/Occupant of the Unit shall have the right to use the Common Element recreational facilities during the term of the lease, and Owner shall not have any right to use any of the Common Element recreational facilities during such lease term.

12.2 Flags.

Any Unit Owner may display one (1) portable, removable United States flag from his/her Unit or Limited Common Element in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

12.3 Grills and Broilers, etc.

Gas or charcoal grills, burners, broilers, fryers and/or other open flame devices are not permitted to be used within the Units or on lanai areas or in any of the Common Elements.

12.4 Hurricane Shutters.

At the time of filing of this Declaration, the impact glass installed in the windows of the Condominium is designed to function as hurricane protection which complies with applicable building code. Therefore, in accordance with Section 718.113(5), Florida Statutes, the Board may not install hurricane shutters while the impact glass is installed in the windows of the Condominium. A Unit Owner or occupant who plans to be absent during any portion of the hurricane season, must prepare the Unit prior to departure, by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit, or should the Unit suffer hurricane damage, and furnishing the Association with the name of such firm or individual.

12.5 Parking.

Unit Owners shall not have more than two (2) vehicles associated with the Unit, one (1) of which must be parked in the Owner's garage and the second must be parked in the driveway directly in front of the garage.

Golf carts and motorcycles are allowed, but each shall count as a vehicle towards the vehicle limit. Golf carts and motorcycles must be parked within a garage. Motorcycles may be parked on the common property of the Community Association only with the written consent of the Board of Directors.

12.6 Pest and Insect Control.

Except as set forth in Section 10.3(f) with respect to subterranean termites, each Unit Owner shall be responsible for and required to perform all pest and insect control within the Unit.

12.7 Hot Tubs and Water Beds.

Hot tubs are not permitted in Units or on balconies. Water beds are prohibited in all Units located above the first floor.

12.8 Proviso.

Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

12.9 Rules and Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Association shall have the right to enforce all restrictions set forth in this Declaration in any manner it deems necessary, including without limitation injunctions, suits for damages, or fines.

12.10 Satellite Dishes and Antennae.

Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Condominium Property shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height, may not be installed on any Common Element and may only be installed inside the lanai after advance approval is obtained from the ARB. Owners shall endeavor to assure that such a device is screened in to the extent possible away from the view of others.

12.11 Storage.

All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements and Limited Common Elements, including lanais, cannot be used for storage purposes.

12.12 Trash.

It is the Developer's intention that there will not be trash container(s) serving the Units. So long as there are no trash container(s) serving the Units, the Unit Owners shall be governed by the following terms and conditions. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags and receptacles are to be stored within the garage when not placed out for pick-up on designated pick up days. Each Unit Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Elements except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Elements or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its

occupants. Unit Owners shall be required to maintain their trash containers in accordance with rules and regulations adopted by the Board of Directors. If trash service is handled through the County, such cost will be covered under each Unit Owner's property taxes. However, if trash service is handled through a private company, such cost will be considered a Common Expense.

12.13 Use of Property.

No articles shall be hung or shaken from the doors, windows, lanais, or balconies. No articles shall be placed upon the outside window sills or outside of balcony railings of the Units. Any door knockers or kickplates added to lanai screen doors or front doors must be approved by the ARB prior to installation. Only furniture designed for outdoor lanai use may be used on the lanai.

**ARTICLE 13
STORMWATER MANAGEMENT SYSTEM**

13.1 Blanket Easement.

The plan for the development of Riverwood by Del Webb Carriage Home Condominium includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the SJRWMD, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the Community Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Condominium Property and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

13.2 Maintenance.

The Community Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Community Declaration.

13.3 LIABILITY.

NEITHER DEVELOPER, THE ASSOCIATION NOR THE COMMUNITY ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO UNIT OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH UNIT OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH. NEITHER DEVELOPER, THE ASSOCIATION, THE COMMUNITY ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL UNIT OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO 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 THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL UNIT OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS. FURTHER, THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ELIMINATING ALGAE IN THE STORMWATER MANAGEMENT SYSTEM (EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY THE PERMITS, THE SJRWMD OR AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY) OR FOR CONTROLLING FROGS, INSECTS, GNATS, MOSQUITOES, TOADS, REPTILES OR OTHER PESTS.

ARTICLE 14 COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. There shall be no absolute liability imposed on such Unit Owner.

14.2 Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

14.3 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE 15 AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

15.1 Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.2 Resolution – Notice.

A resolution made by the Board for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3 Resolution – Voting.

A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting, and provided, however, that such approval or disapproval expressed by any Director not present may not be used as a vote for or against any such amendment and may not be used for the purposes of creating a quorum at such meeting of the Unit Owners. Except as provided herein, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.

15.4 Proviso.

Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Unit Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all Institutional Mortgagees on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in the fractional share of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Neither shall an amendment make any change in the Section entitled "Insurance" nor in the Section entitled "Reconstruction or Repair After Casualty" unless fifty-one percent (51%) of the Eligible Institutional Mortgagees (as hereafter defined) of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

15.5 Execution and Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

15.6 Stormwater Management System.

Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Common Elements, beyond maintenance in its original condition, must have the prior written approval of the SJRWMD.

15.7 Community Association.

This Declaration shall not be amended in any manner so as to adversely affect the rights of the Community Association without the written approval of the Community Association. Any such approval shall be evidenced by a recordable instrument executed by the Community Association.

15.8 Scrivener's Errors.

Prior to the transfer of control of the Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Unit Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

15.9 Subsequent Phases.

Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend this Declaration without the consent of any Owner, Mortgagee, (except any Mortgagee holding a mortgage on the Subsequent Phase Land) the Association, or any other person or entity for the purpose of subjecting any or all of the Subsequent Phase Land to the Declaration. Until such time as Developer conveys a Unit in a Subsequent Phase to a Owner, Developer reserves the right to amend the Amendment adding such Phase, terminate the Amendment as to such Phase, and to later add such Phase by another Amendment, all of which actions shall not require the consent of any Owner, Mortgagee, the Association, or any other person or entity.

**ARTICLE 16
TERMINATION**

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

16.1 Destruction.

If it is determined as provided herein that all the Buildings shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

16.2 Agreement.

The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting.

Provided that the approval of Unit Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) of the Eligible Institutional Mortgagees, are obtained at the meeting or within thirty (30) days thereafter, then the approving Unit Owners shall have an option to buy all of the Units of the Unit Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The Option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Unit Owner and shall require the purchase of all Units owned by Unit Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

16.3 Certificate.

Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

16.4 Shares of Unit Owners after Termination.

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

**ARTICLE 17
SEVERABILITY**

The invalidity in whole or in part of any covenant or restriction, or any Section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

**ARTICLE 18
RULE AGAINST PERPETUITIES**

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

**ARTICLE 19
JOINDER AND CONSENTS**

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

**ARTICLE 20
ENFORCEABILITY**

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. The terms and conditions of this Declaration may be enforced by the Developer, the Association, and any Unit Owner.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or Occupants) right to use the common property (as defined in the Community Declaration) recreational facilities for so long as the violation continues and to levy reasonable fines against a Unit for the failure of the Owner of the Unit, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall notify the Owner or occupant of the violation(s) and of the right to have a hearing before a committee of other Unit Owners concerning the levying of the fine. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. The committee shall be appointed by the Board of Directors and shall be composed of three (3) Unit Owners who are not officers, directors or employees of the Association. If the Unit Owner or occupant notified of the violation(s) fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violation(s), the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty-one (21) days after the date of the hearing.

(c) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the applicable Unit of up to One Hundred Dollars (\$100.00) per violation, on the basis of each day of a continuing violation, up to a total maximum fine of One Thousand Dollars (\$1,000.00). The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

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

(g) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Unit Assessment on the Unit; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this Article 20(g) does not apply to suspensions or fines arising from failure to pay Assessments.

(h) The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

ARTICLE 21 PARTITION

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units. Shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

ARTICLE 22 LIMITATION OF LIABILITY

22.1 Unit Owner Liability.

The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.

A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same fractional share as his interest in the Common Elements, and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

22.2 Association Liability.

Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association ("Property Documents"), neither the Developer nor the Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Condominium Property, which is intended to limit vehicular access to the Condominium Property, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.4, 4.5 and 4.8. The gate is not intended to be a security gate or to protect a Unit Owner's person or property from the acts of third parties, and the Developer shall not be liable for any breaches of the gate, or whether or not the gate properly operates.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Association and which govern or regulate the use of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Developer nor the Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Unit Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of the Condominium Property that relate to health, safety or welfare will be interpreted as limitations on the uses of such funds and not as creating a duty of the Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

(d) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

22.3 Legal Action Against the Association.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

22.4 Unit Owner Covenant.

Each Unit Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Condominium Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this Section and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with

any matter for which the liability of the Association or the Developer has been disclaimed in this Section.

22.5 Noise Disclaimer.

Each Unit Owner, by acceptance of a deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in a multi-story building, such as a condominium, is very difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium Property and each Unit Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

**ARTICLE 23
MORTGAGEE PROTECTION**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium Project, unless at least fifty-one percent (51%) of the Institutional Mortgagees (based on one vote for each first mortgage owned), and by Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the Developer) have given their prior written approval, the Association shall not be entitled to amend any provision in this Declaration, Articles or Bylaws which are for the express benefit of the Institutional Mortgagees.

(c) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(d) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

(e) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common

Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

**ARTICLE 24
MERGER AND CONSOLIDATION**

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes.

**ARTICLE 25
COMMUNITY ASSOCIATION**

The Community Association is composed of owners of lots within the Community and members of this Association and the Riverwood by Del Webb Monterey Condominium Association, Inc.. The Community Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Community Association in fulfillment of its maintenance, operation and management responsibilities for the common property of the Community Association, including the Stormwater Management System. The enforcement and collection of such assessments is more fully set forth in the Community Declaration. This Declaration shall not be amended in any manner so as to adversely affect the rights of the Community Association without the written approval of the Community Association. Any such approval shall be evidenced by a recordable instrument executed by the Community Association. The Developer and Community Association and their respective agents and employees shall have the reasonable right of ingress and egress over and through the Common Elements and Limited Common Elements for the purpose of preserving, maintaining or improving the Stormwater Management System and all Community Association common property in accordance with the terms and conditions of the Community Declaration.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the date first written above.

Witnesses:

PULTE HOME CORPORATION,
a Michigan corporation

By: Shawn Craft
Print Name: Shawn Craft

By: Shawn Budd
Print Name: Shawn Budd
Its: Attorney-in-Fact

By: Stephanie Recovero
Print Name: Stephanie Recovero

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of September, 2007, by Shawn Budd as the authorized agent of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is personally known to me or has provided _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178



Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fan Insurance Inc. 800-385-7019

3822444_v5
9/7/2007 11:40:33 AM

CONSENT OF ASSOCIATION

The undersigned, President of Riverwood by Del Webb Carriage Home Condominium Association, Inc., a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Condominium for Riverwood by Del Webb Carriage Home Condominium.

The undersigned sets its hand and seal this 11th day of September, 2007.

RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: William Genovese
William Genovese
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of September, 2007, by William Genovese, as the President of Riverwood by Del Webb Carriage Home Condominium Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who is personally known to me or has provided _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: NOV. 26, 2010
Commission No.: DD617178



Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Farm Insurance Inc 800-385-7018

3822444_v5

EXHIBIT A

Legal Description - Phase 1
(including Plot Plan, Building and Unit Depictions)

The legal description of Phase 1 of Riverwood by Del Webb Carriage Home Condominium is as follows:

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Phase 1 - Building No. 4

A portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 73° 54' 14" West, departing said Westerly boundary line, 1685.19 feet to the Point of Beginning.

From said Point of Beginning, thence South 48° 26' 03" West, 102.54 feet; thence North 41° 33' 57" West, 179.82 feet; thence North 48° 26' 03" East, 96.21 feet to a point on a curve concave Southerly, having a radius of 23.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of 44° 35' 53", an arc length of 18.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 63° 51' 54" East, 17.83 feet; thence South 41° 33' 57" East, 158.82 feet to the point of curvature of a curve concave Southwesterly, having a radius of 23.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of 11° 02' 23", an arc length of 4.53 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 36° 02' 46" East, 4.52 feet.

Containing 18,481 square feet, more or less.



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE April 6, 2007

The foregoing described property is subject to the following:

1. Taxes and assessments for the year 2007 and subsequent years.
2. Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded on June 26, 2007, in Official Records Book 2940, page 44, of the current public records of St. Johns County, Florida.
3. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.
4. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
5. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.
6. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
7. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
8. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
9. Resolution establishing Oak Hammock Village Master PUD Development Plan as set out in instrument recorded in Official Records Book 2381, page 1471, in the public records of St. Johns County, Florida.
10. Special Warranty Deed from Sonoc Company, LLC to Pulte Home Corporation, dated October 31, 2005 and recorded on November 4, 2005 in Official Records Book 2576, page 76, in the public records of St. Johns County, Florida.
11. Restrictions and easements as shown in the Riverwood Phase 1 subdivision plat, recorded at Plat Book 60, pages 87 – 120, of the public records of St. Johns County, Florida.
12. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on February 21, 2006 in Official Records Book 2647, page 636, in the public records of St. Johns County, Florida.
13. Pulte Home Corporation Power of Attorney and Grant of Agency, recorded on March 31, 2006 in Official Records Book 2674, page 1041, in the public records of St. Johns County, Florida.

14. First Amendment to Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on March 31, 2006 in Official Records Book 2674, page 1283, in the public records of St. Johns County, Florida.
15. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.
16. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.
17. Assignment of Development Rights, recorded on November 4, 2005 in Official Records Book 2576, page 98, of the public records of St. Johns County, Florida.
18. Memorandum of Agreement [Nocatee], recorded on November 4, 2005 in Official Records Book 2576, page 106, of the public records of St. Johns County, Florida.
19. Access Easement, recorded on November 4, 2005 in Official Records Book 2576, page 114, of the public records of St. Johns County, Florida.
20. Cost Sharing Agreement between Tolomato Community Development District and Pulte Home Corporation, recorded on February 20, 2007 in Official Records Book 2869, page 978 of the public records of St. Johns County, Florida.
21. Unrecorded Partial Assignment and Assumption of Service Agreement dated October 31, 2005.
22. Unrecorded Declaration of Access Easement dated October 31, 2005.
23. Any matters shown on that certain survey of the Property prepared by Robert M. Angas Associates, Inc. dated April 27, 2005 under Work Order No. 05-056.00, File No. 118A-19, as revised.

Attached hereto is the plot plan of the Condominium Property, depicting Phase 1.

All improvements are not substantially completed.

The attached Unit Plans and Floor Plans depict the improvements constructed in Phase 1 of the Condominium.

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

**PHASE 1
BUILDING No. 4**

CERTIFICATE OF SURVEYOR

I, JOSEPH LESLIE REYNOLDS III, BEING A PROFESSIONAL SURVEYOR AND MAPPER DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN "RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM", PHASE 1, CONSISTING OF ONE BUILDING, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED GRAPHIC DESCRIPTION OF THE IMPROVEMENTS TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENTIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENTIONS OF THE COMMONN ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

ROBERT M. ANGAS ASSOCIATES, INC.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
LB. No. 3624

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS. No. 5517

VALID ONLY FOR PHASE 1
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

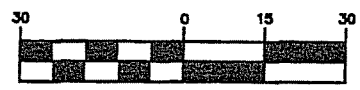
14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SHEET 56 OF 76

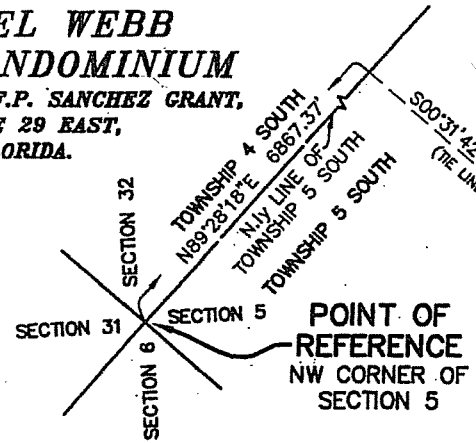
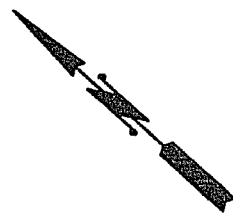
DATE _____

**RIVERWOOD BY DEL WEBB
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTION 63 OF THE F.P. SANCHEZ GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



(IN FEET)
1 inch = 30. ft.



W.I.Y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

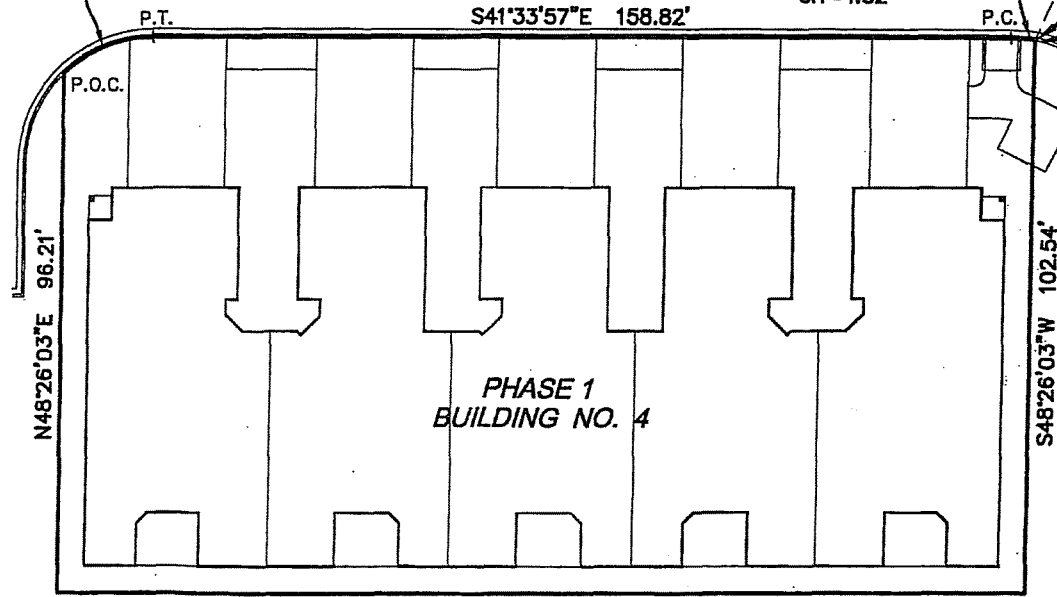
$\Delta = 44^{\circ}35'53''$
R=23.50'
L=18.29'
CB=S63°51'54"E
CH=17.83'

FAWN GULLY LANE
(VARIABLE WIDTH PRIVATE R/W)

$\Delta = 11^{\circ}02'23''$
R=23.50'
L=4.53'
CB=S36°02'46"E
CH=4.52'

POINT OF BEGINNING

SECTION 63
F.P. SANCHEZ
GRANT



P.O.C. LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.T. POINT OF TANGENCY
- P.C. POINT OF CURVATURE
- P.O.A. POINT ON CURVE
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



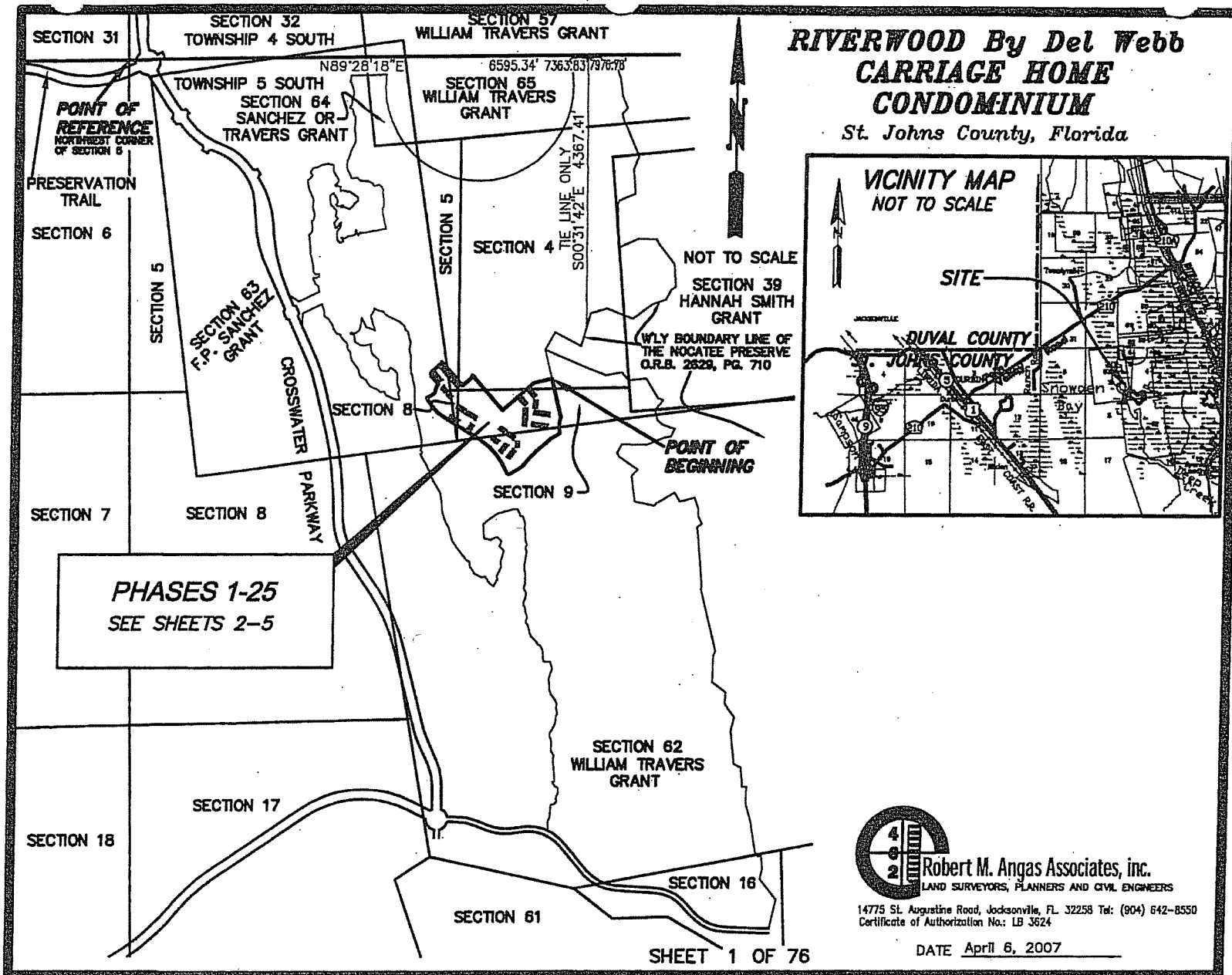
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

N41°33'57"W 179.82'

SHEET 6 OF 76

DATE April 6, 2007

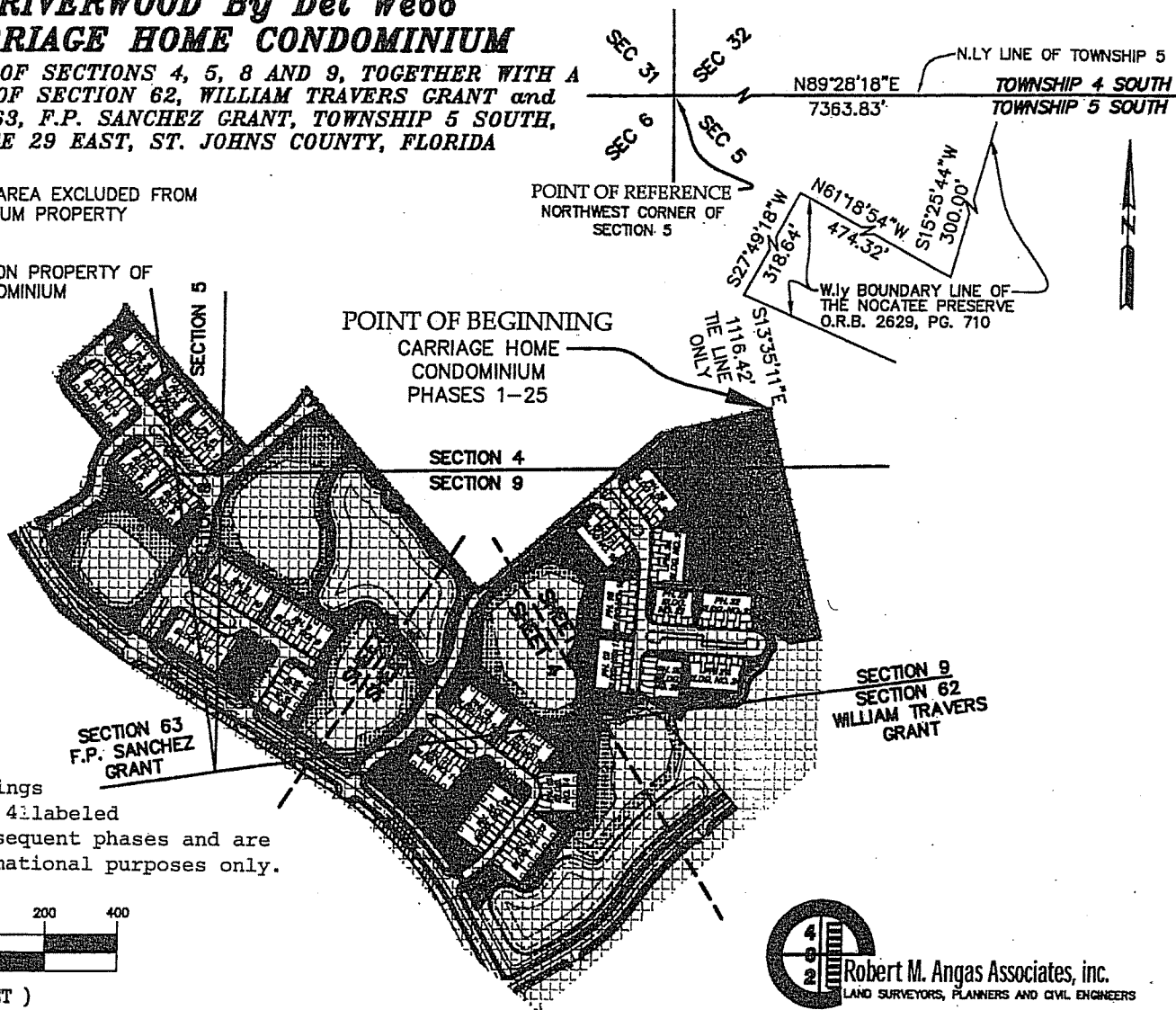


RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

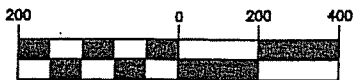
A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

 DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

 ASSOCIATION PROPERTY OF THE CONDOMINIUM



Note: All buildings except Building 4 labeled "PH. 1" are subsequent phases and are shown for informational purposes only.



(IN FEET)
1 inch = 400 ft.

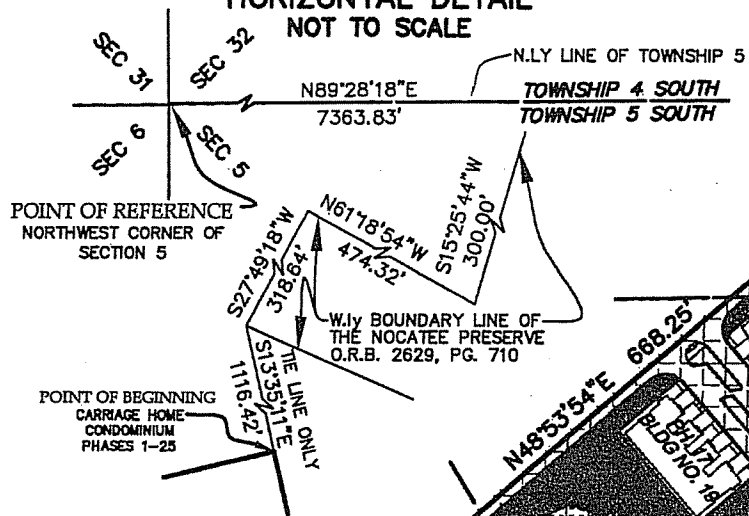


Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE April 6, 2007

**HORIZONTAL DETAIL
NOT TO SCALE**



**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
SEE HORIZONTAL DETAIL

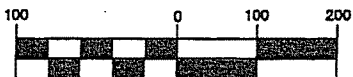
POINT OF BEGINNING
CARRIAGE HOME
CONDOMINIUM
PHASES 1-25

SECTION 4
SECTION 9

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°49'21\"W	14.12'
L2	S79°31'48\"W	65.86'
L3	N56°52'47\"W	63.18'
L4	S11°10'34\"E	54.94'
L5	S55°33'47\"W	12.59'
L6	S04°52'36\"W	8.17'
L7	N83°58'38\"W	72.65'
L8	N58°49'22\"W	114.56'
L9	S57°00'25\"W	87.27'
L10	N83°47'10\"W	46.59'

DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

ASSOCIATION PROPERTY OF THE CONDOMINIUM



(IN FEET)
1 inch = 200 ft.

Note: All buildings except Building 4 labeled "PH. 1" are subsequent phases and are shown for informational purposes only.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C1	35.00'	26.77'	26.12'	S37°49'13\"W	43°49'40\"
C2	180.00'	23.49'	23.47'	S19°38'42\"W	7°28'37\"
C3	45.00'	25.27'	24.94'	S39°28'23\"W	32°10'47\"
C4	55.00'	48.66'	47.08'	S30°13'11\"W	50°41'11\"
C5	45.00'	71.59'	64.27'	S50°26'59\"W	91°08'46\"
C6	55.00'	81.13'	73.97'	S53°45'56\"W	84°30'52\"



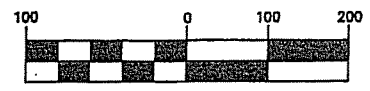
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14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
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DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



(IN FEET)
1 inch = 200 ft.

S41°06'06"E
837.84'

N48°53'54"E
668.25'

N58°02'40"W
678.50'

$\Delta = 25^{\circ}42'30''$
R=1040.00'
L=466.64'
CB=N42°18'18"W
CH=462.74'

DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

ASSOCIATION PROPERTY OF THE CONDOMINIUM

SECTION 9
SECTION 62
WILLIAM TRAVERS GRANT

LINE TABLE		
LINE	BEARING	LENGTH
L11	S04°57'18"W	153.34'
L12	S01°29'15"W	134.87'
L13	S32°27'27"W	41.01'
L14	N83°51'55"W	26.48'
L15	S36°28'46"W	209.55'
L16	S41°42'44"W	69.47'
L17	N29°27'02"W	26.45'

Note: All buildings except Building 4 labeled "PH. 1" are subsequent phases and are shown for informational purposes only.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C7	45.00'	39.50'	38.25'	N79°25'48"W	50°17'46"
C8	45.00'	65.98'	60.23'	S83°42'55"W	84°00'21"



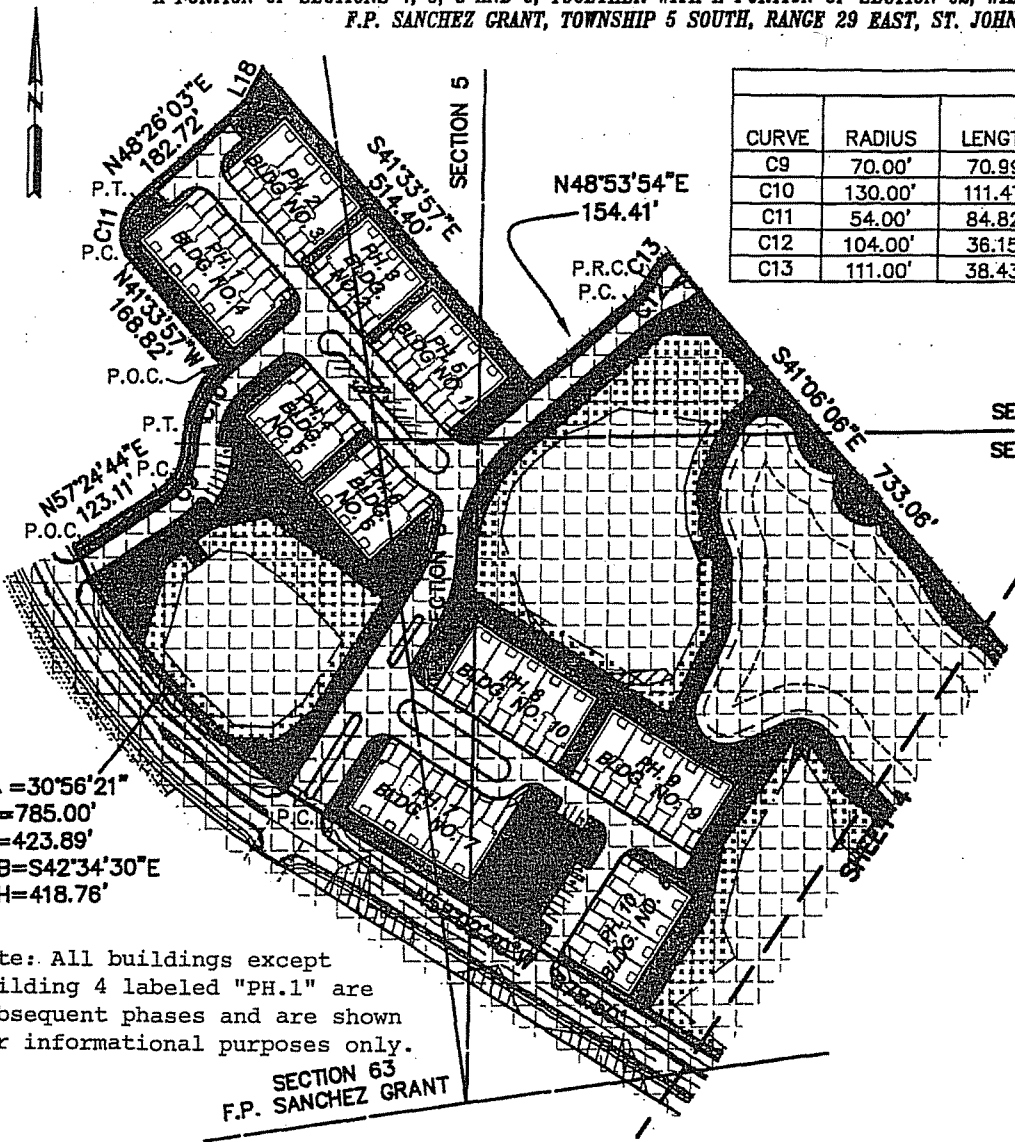
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C9	70.00'	70.99'	67.99'	N28°21'34"E	58°08'21"
C10	130.00'	111.47'	108.08'	N23°52'13"E	49°07'40"
C11	54.00'	84.82'	76.37'	N03°26'03"E	90°00'00"
C12	104.00'	36.15'	35.97'	N38°56'21"E	19°55'06"
C13	111.00'	38.43'	38.24'	N38°53'52"E	19°50'07"

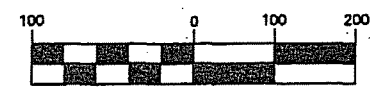
LINE TABLE		
LINE	BEARING	LENGTH
L18	N26°22'28"E	40.04'

$\Delta = 30^{\circ}56'21"$
 $R = 785.00'$
 $L = 423.89'$
 $CB = S42^{\circ}34'30"E$
 $CH = 418.76'$

Note: All buildings except Building 4 labeled "PH.1" are subsequent phases and are shown for informational purposes only.

 DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

 ASSOCIATION PROPERTY OF THE CONDOMINIUM



(IN FEET)
1 inch = 200 ft.



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DATE April 6, 2007

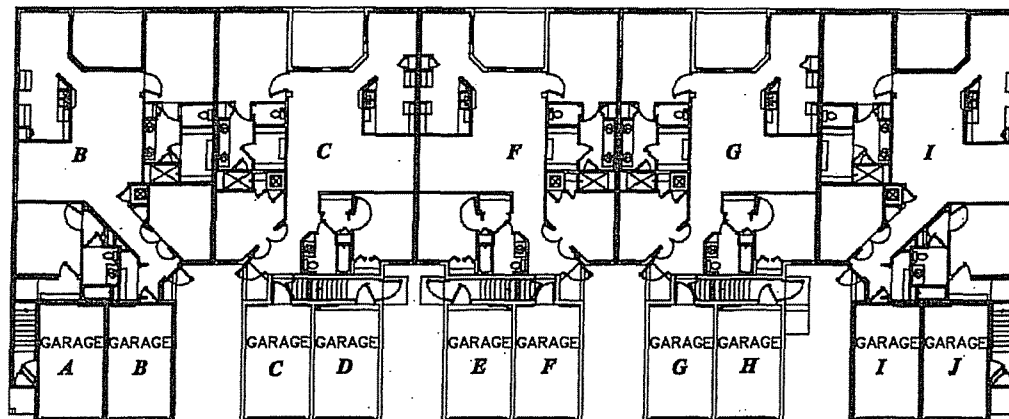
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RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

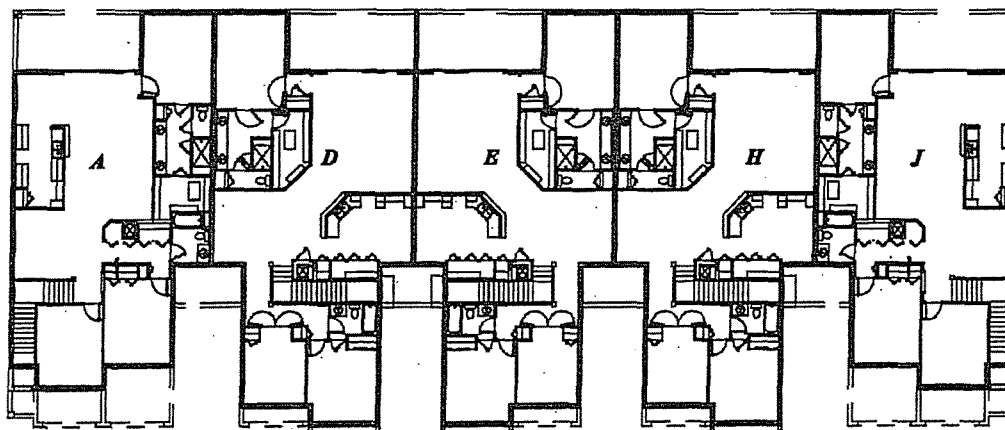
St. Johns County, Florida

BUILDING #4

- 4A 4F
- 4B 4G
- 4C 4H
- 4D 4I
- 4E 4J



FIRST FLOOR



SECOND FLOOR



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 Certificate of Authorization No.: LB 3624

DATE April 6, 2007

Carriage Homes
10-Unit Building
UNIT ASSIGNMENT
NOT TO SCALE

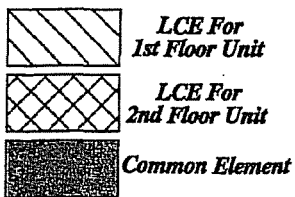
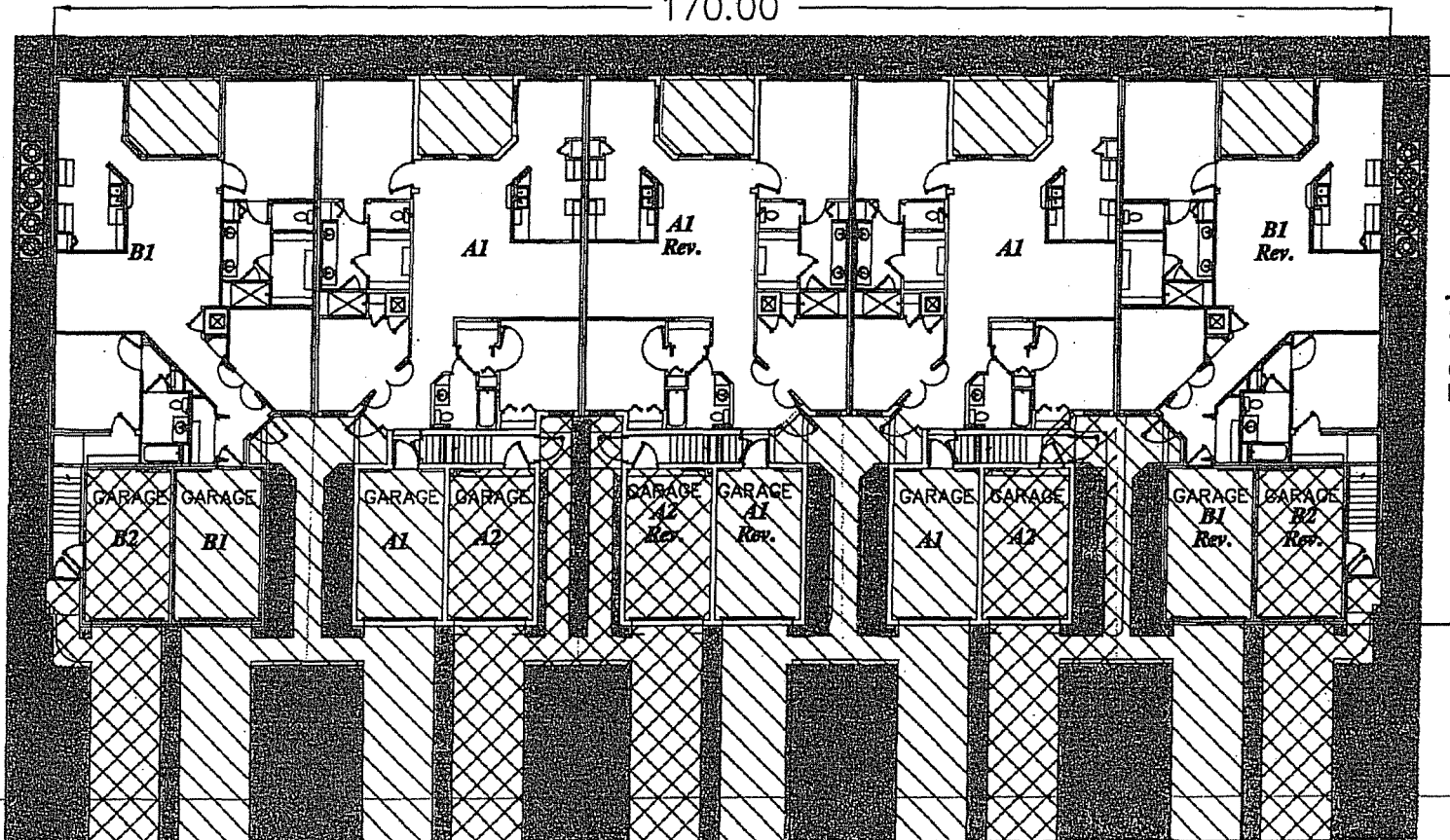
SHEET 57 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

BUILDING REAR

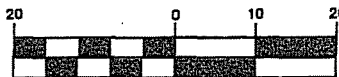
170.00'



Carriage Homes
10-Unit Building - First Floor

NOTE:

ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



(IN FEET)

1 inch = 20 ft.



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

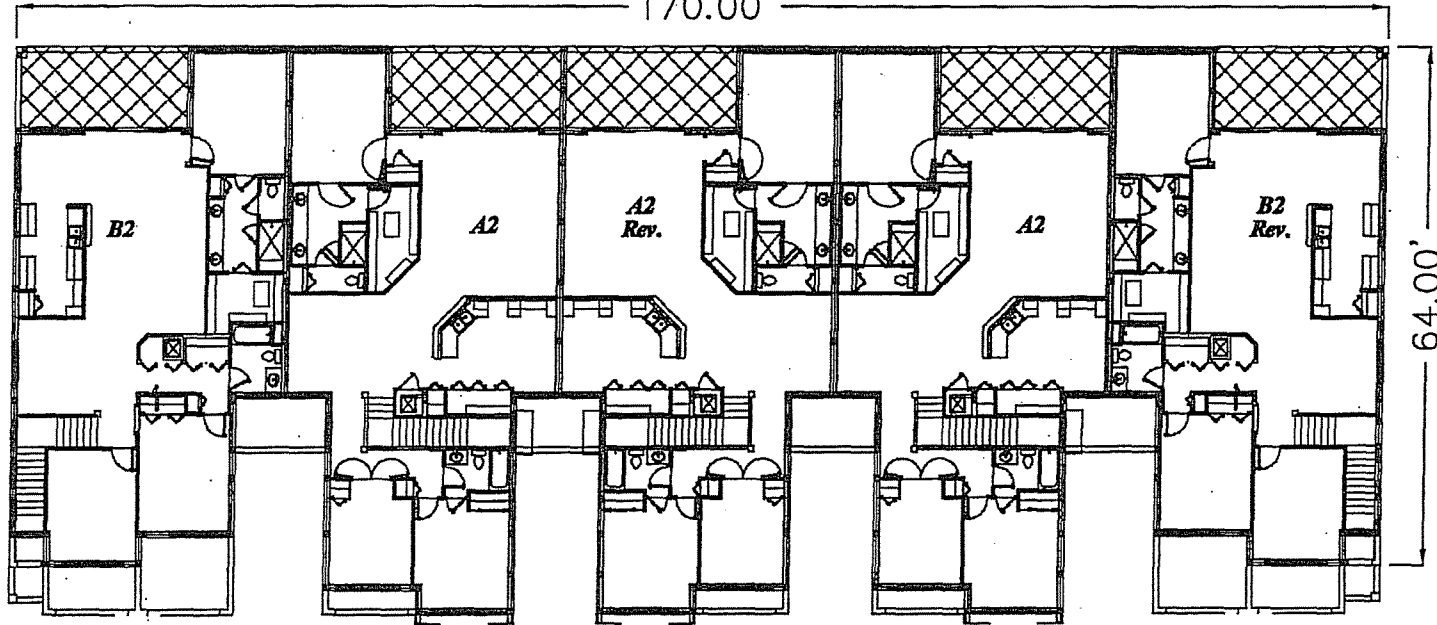
14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3824

DATE April 6, 2007

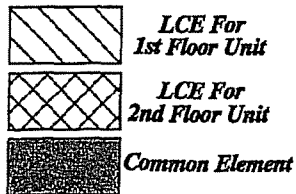
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida

BUILDING REAR

170.00'



Carriage Homes
 10-Unit Building - Second Floor



NOTE:

ENTRYWAYS, BALCONIES,
 PATIOS, AND AIR
 CONDITIONER UNITS ARE
 LIMITED COMMON ELEMENTS.



(IN FEET)
 1 inch = 20 ft.

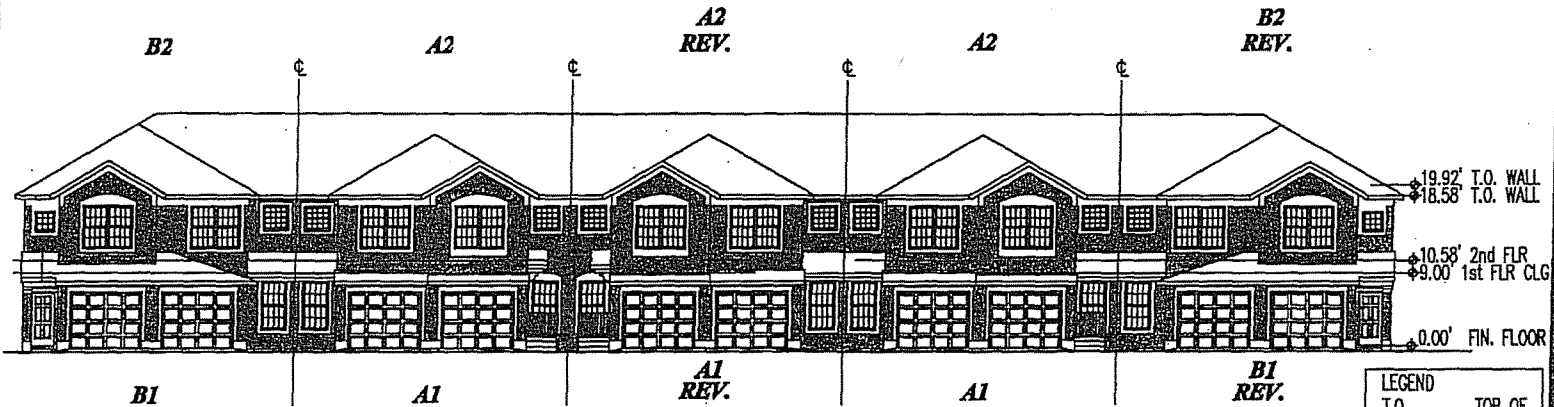


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 14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
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DATE April 6, 2007

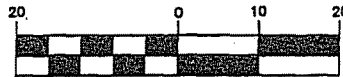
SHEET 67 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida



LEGEND	
T.O.	TOP OF
FLR	FLOOR
CLG	CEILING
FIN.	FINISH

Carriage Homes
10-Unit Building - Front Elevation



(IN FEET)
 1 inch = 20 ft.

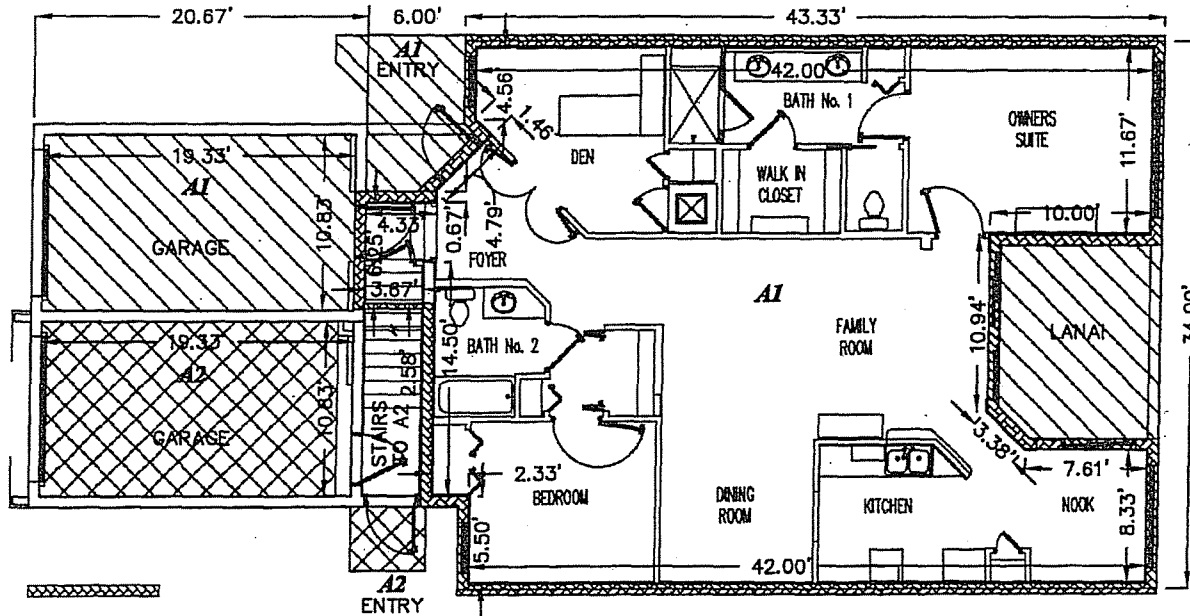


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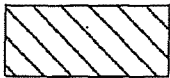
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

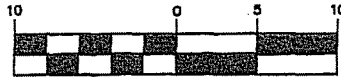


INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
 LANAIS AND BALCONIES ARE LIMITED
 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:

LCE For
1st Floor Unit



LCE For
2nd Floor Unit



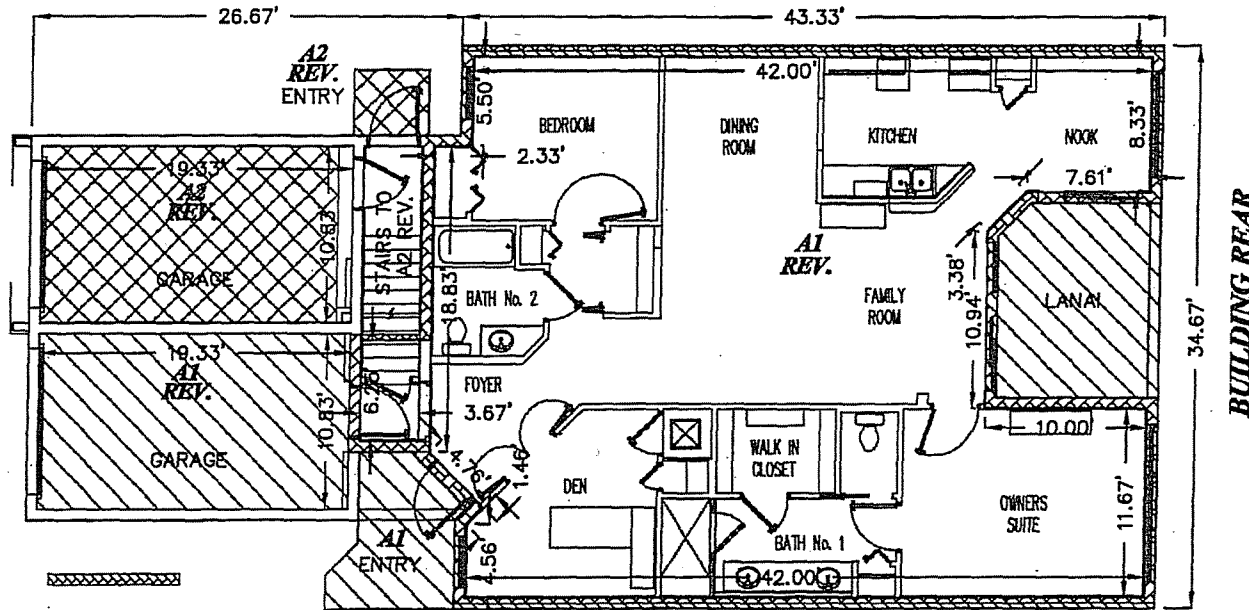
(IN FEET)
 1 inch = 10 ft.



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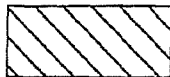
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida



INDICATES UNIT BOUNDARY

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 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:

**LCE For
 1st Floor Unit**



**LCE For
 2nd Floor Unit**



(IN FEET)

1 inch = 10 ft.



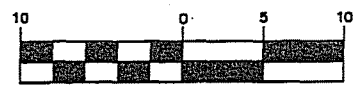
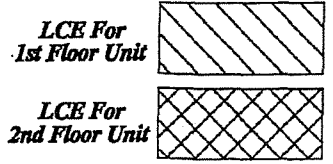
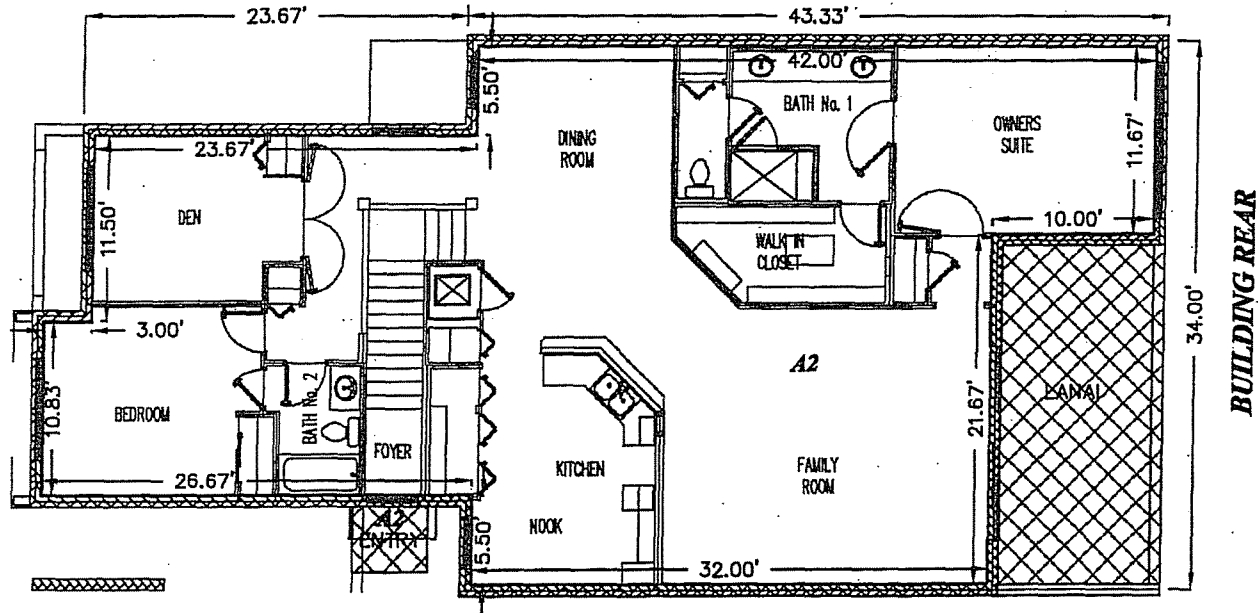
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DATE April 6, 2007

SHEET 70 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida



(IN FEET)
 1 inch = 10 ft.

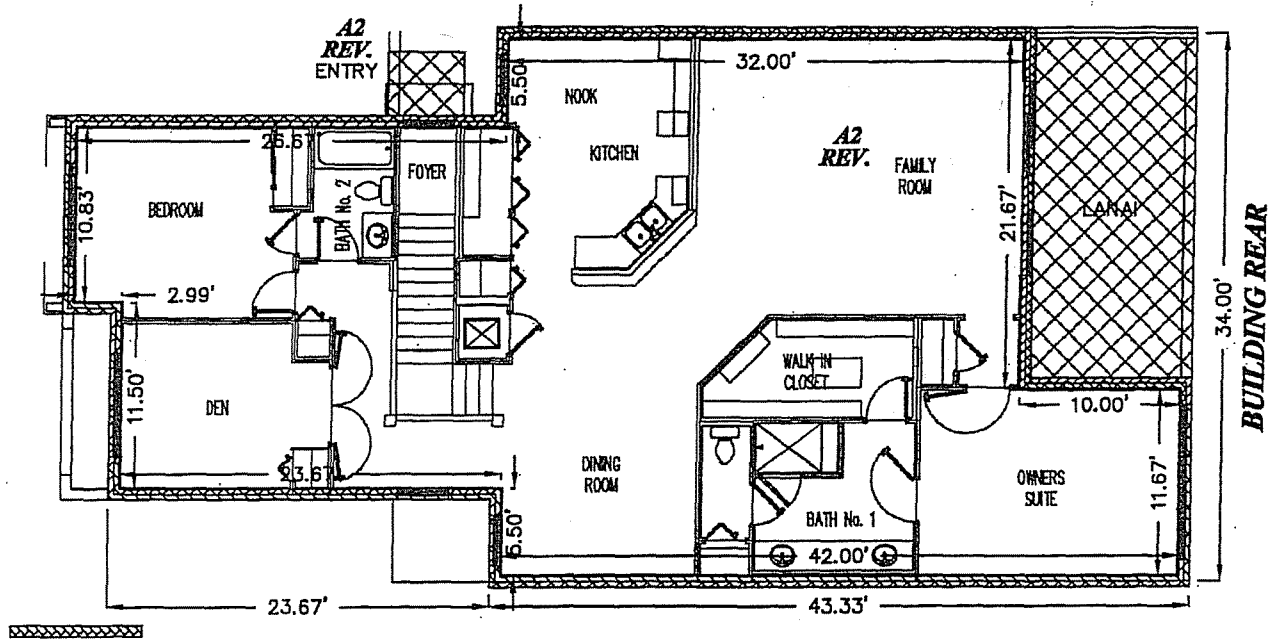
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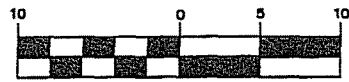
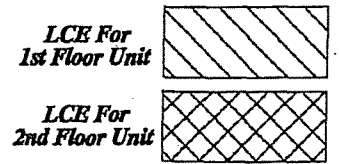
SHEET 71 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida



INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
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 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



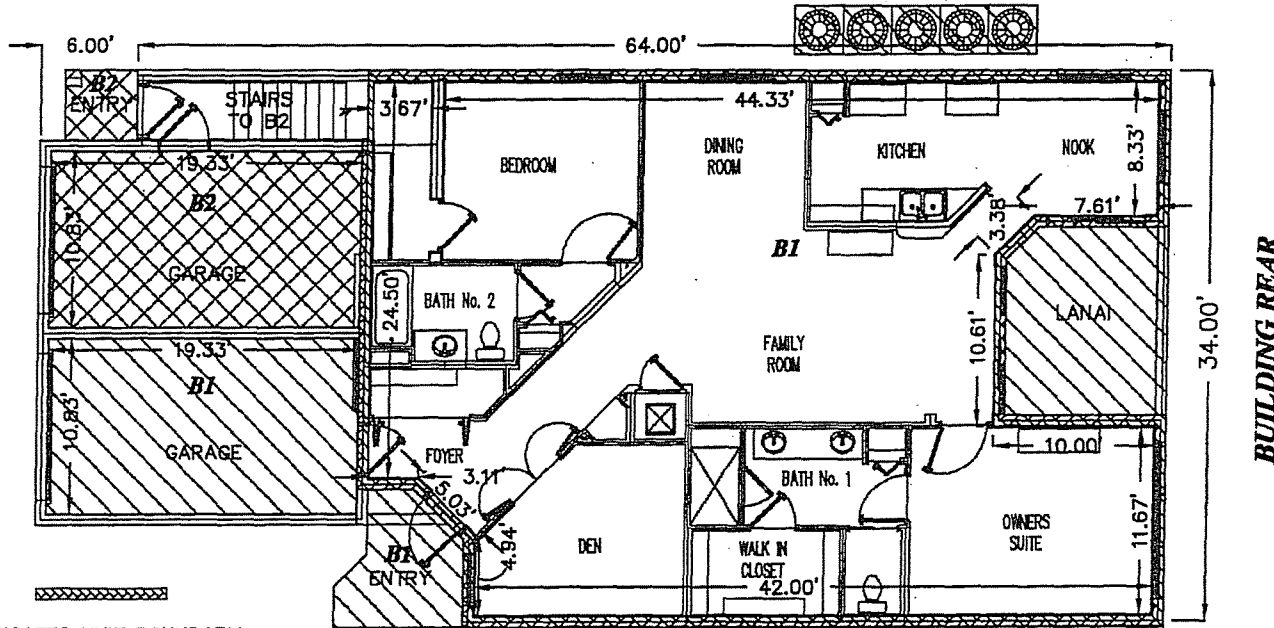
(IN FEET)
 1 inch = 10 ft.



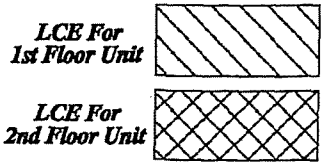
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RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida



INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
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 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



(IN FEET)
 1 inch = 10 . ft.

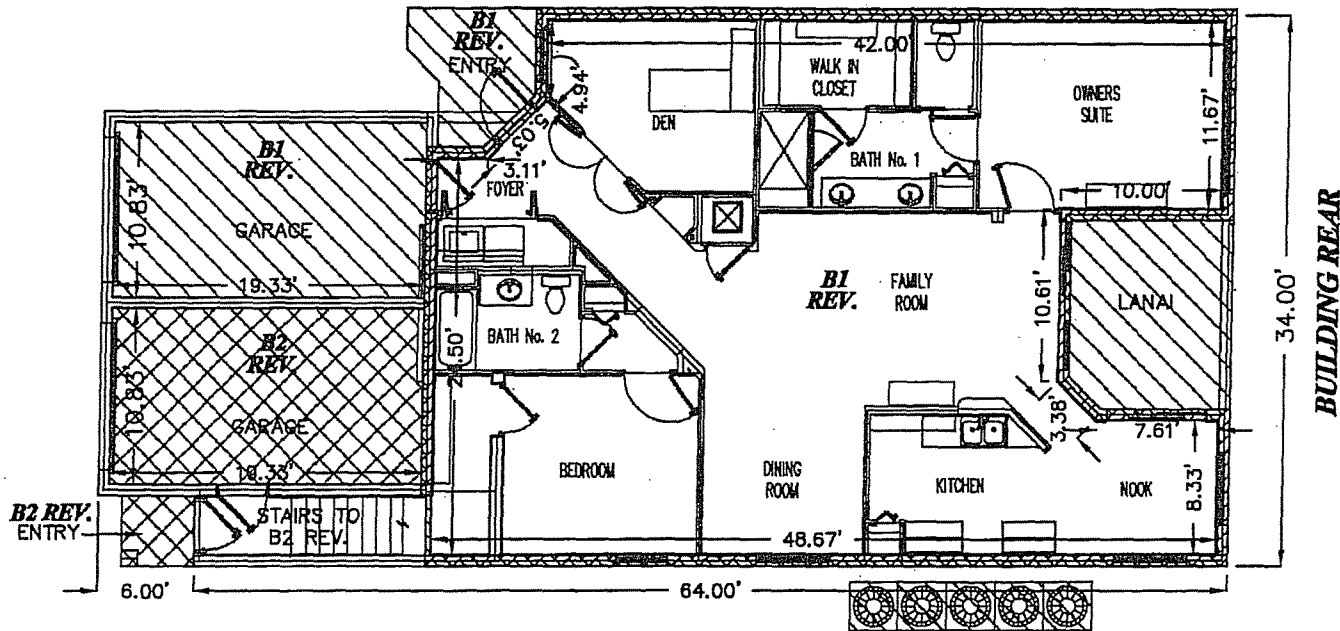
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DATE April 6, 2007

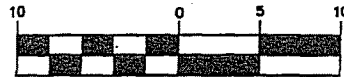
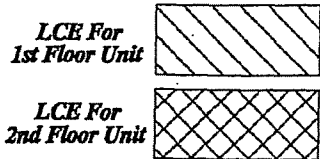
SHEET 73 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida



INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
 LANAIS AND BALCONIES ARE LIMITED
 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



(IN FEET)
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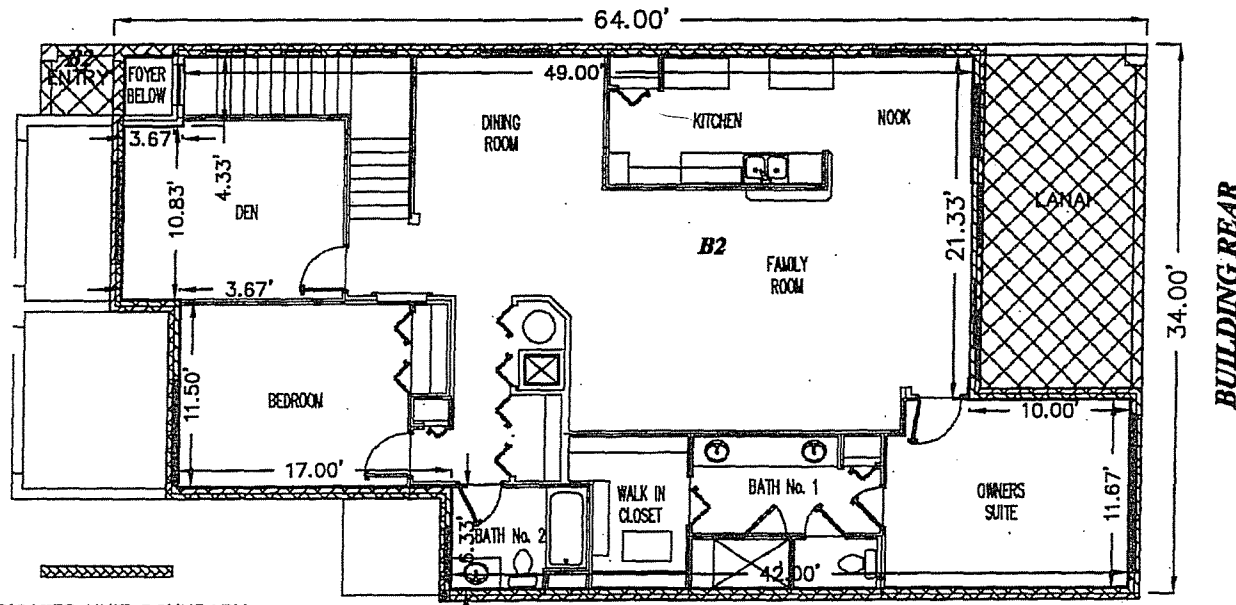


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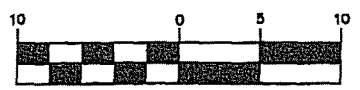
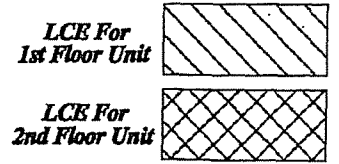
DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida



INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
 LANAIS AND BALCONIES ARE LIMITED
 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



(IN FEET)
 1 inch = 10 ft.



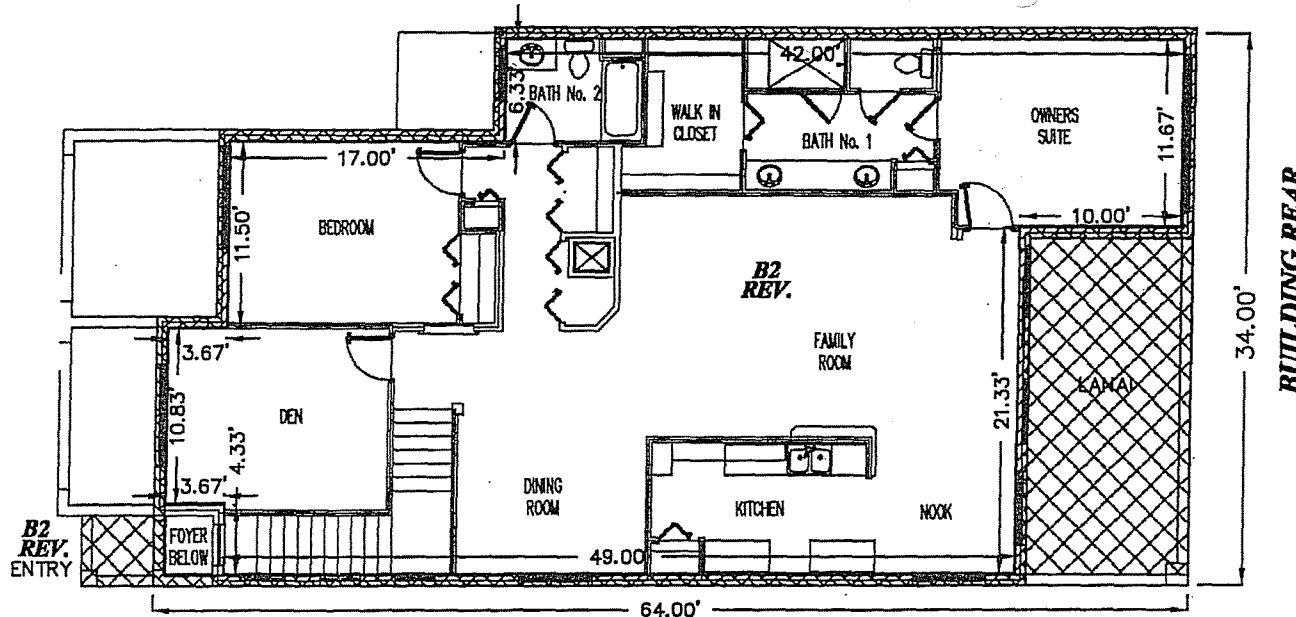
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DATE April 6, 2007

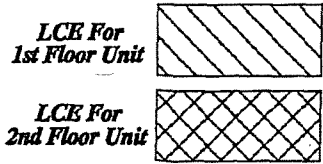
SHEET 75 OF 76

BUILDING REAR

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida



INDICATES UNIT BOUNDARY
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(IN FEET)
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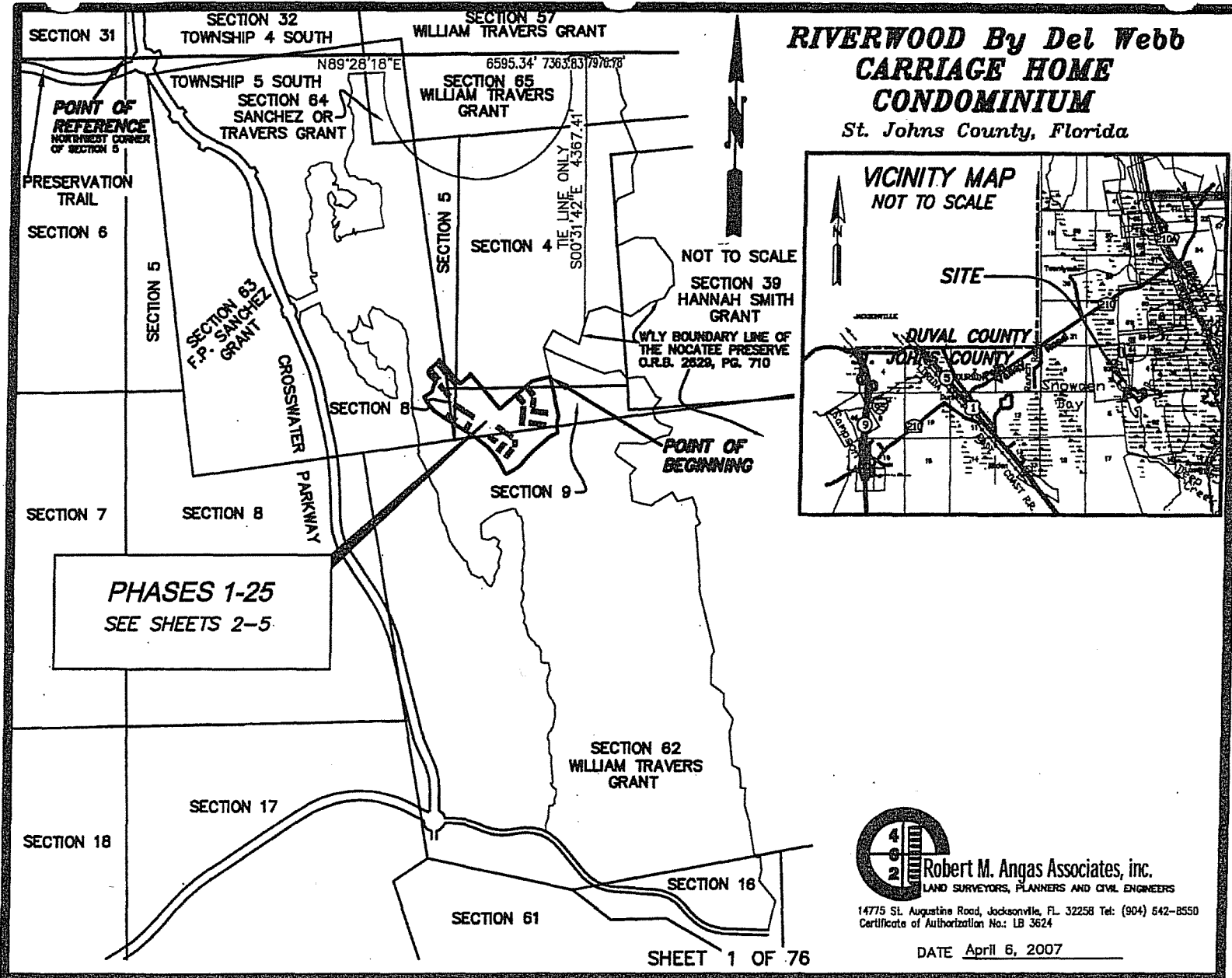
DATE April 6, 2007

SHEET 76 OF 76

EXHIBIT A-1

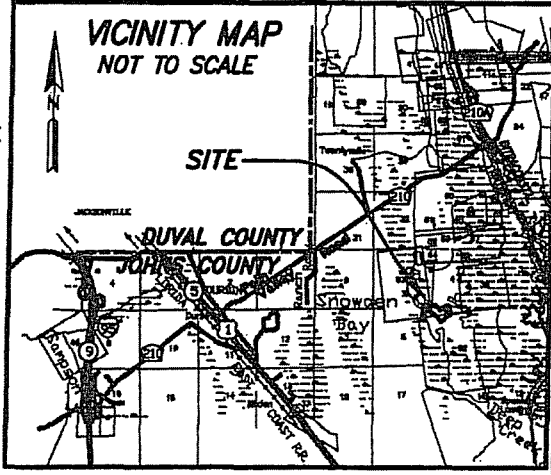
Legal Description of Subsequent Phases
(including Plot Plan, Building and Unit Depictions)

The legal description of Phase 2 through Phase 25 of Riverwood by Del Webb Carriage Home Condominium is as follows:



**RIVERWOOD By Del Webb
CARRIAGE HOME
CONDOMINIUM**

St. Johns County, Florida



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS



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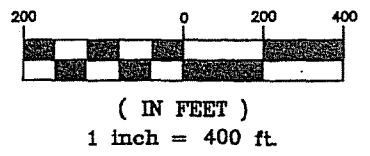
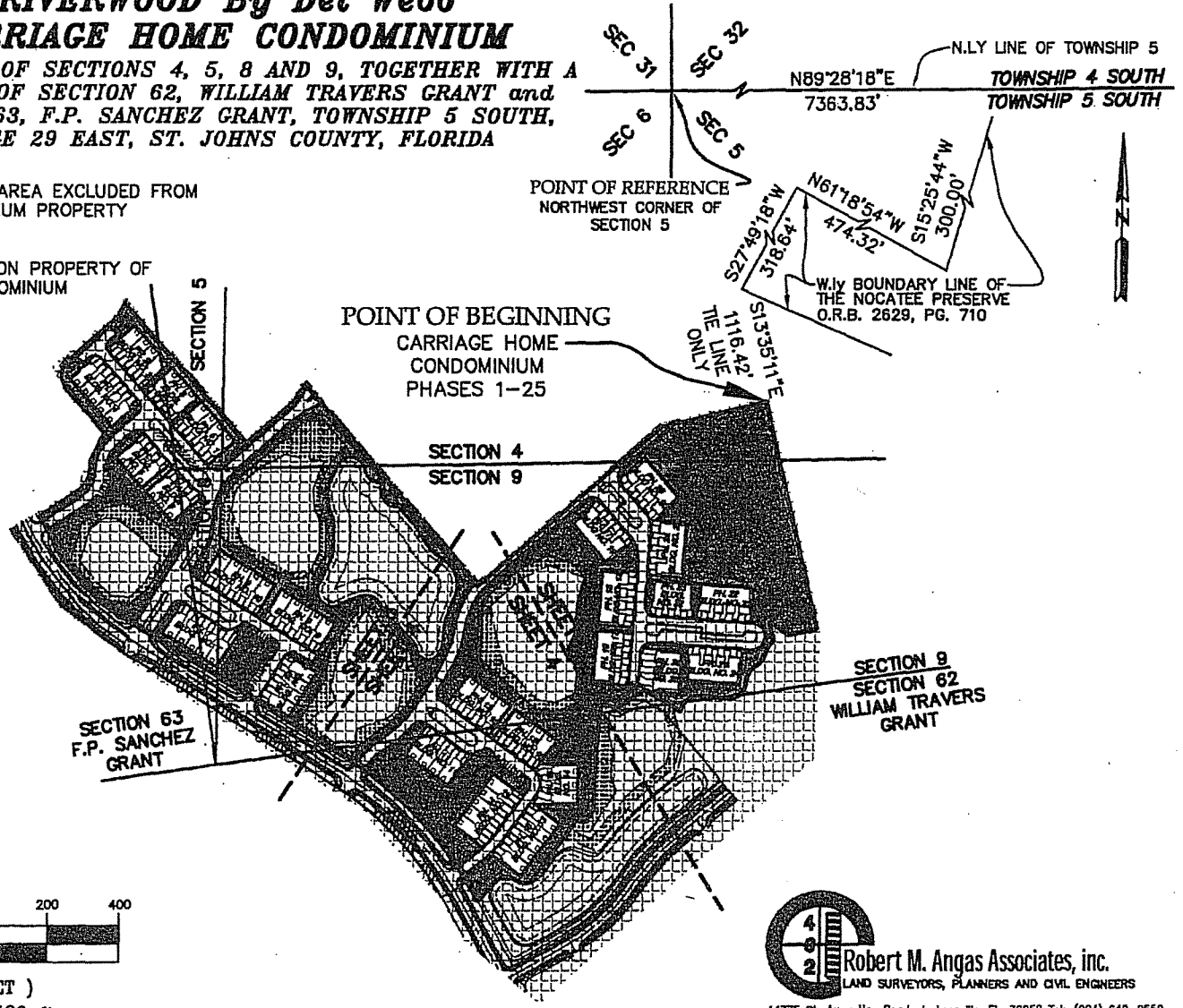
DATE April 6, 2007


SHEET 1 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

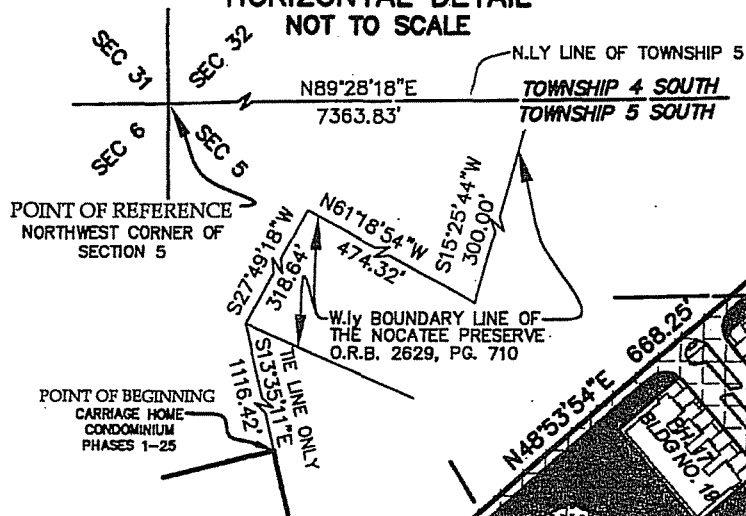
A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

-  DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY
-  ASSOCIATION PROPERTY OF THE CONDOMINIUM



 **Robert M. Angas Associates, inc.**
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Certificate of Authorization No.: LB 3624

**HORIZONTAL DETAIL
NOT TO SCALE**



**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, P.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

SEE HORIZONTAL DETAIL

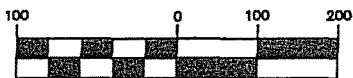
POINT OF BEGINNING
CARRIAGE HOME
CONDOMINIUM
PHASES 1-25

SECTION 4
SECTION 9

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°49'21\"W	14.12'
L2	S79°31'48\"W	65.86'
L3	N56°52'47\"W	63.18'
L4	S11°10'34\"E	54.94'
L5	S55°33'47\"W	12.59'
L6	S04°52'36\"W	8.17'
L7	N83°58'38\"W	72.65'
L8	N58°49'22\"W	114.56'
L9	S57°00'25\"W	87.27'
L10	N83°47'10\"W	46.59'

DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

ASSOCIATION PROPERTY OF THE CONDOMINIUM



(IN FEET)
1 inch = 200 ft.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C1	35.00'	26.77'	26.12'	S37°49'13\"W	43°49'40\"
C2	180.00'	23.49'	23.47'	S19°38'42\"W	7°28'37\"
C3	45.00'	25.27'	24.94'	S39°28'23\"W	32°10'47\"
C4	55.00'	48.66'	47.08'	S30°13'11\"W	50°41'11\"
C5	45.00'	71.59'	64.27'	S50°26'59\"W	91°08'46\"
C6	55.00'	81.13'	73.97'	S53°45'56\"W	84°30'52\"



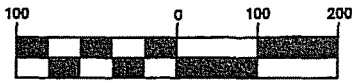
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LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

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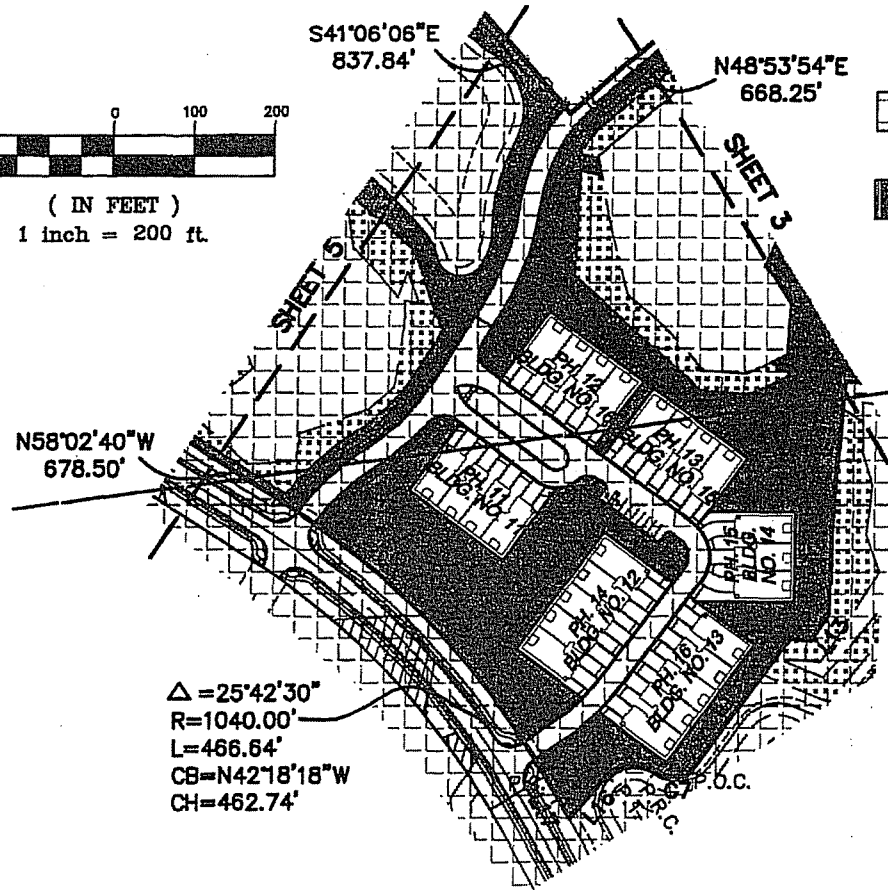
DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63, F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



(IN FEET)
1 inch = 200 ft.



DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

ASSOCIATION PROPERTY OF THE CONDOMINIUM

SECTION 9
SECTION 62
WILLIAM TRAVERS GRANT

$\Delta = 25^{\circ}42'30''$
R=1040.00'
L=466.64'
CB=N42°18'18"W
CH=462.74'

LINE TABLE		
LINE	BEARING	LENGTH
L11	S04°57'18"W	153.34'
L12	S01°29'15"W	134.87'
L13	S32°27'27"W	41.01'
L14	N83°51'55"W	26.48'
L15	S36°28'46"W	209.55'
L16	S41°42'44"W	69.47'
L17	N29°27'02"W	26.45'

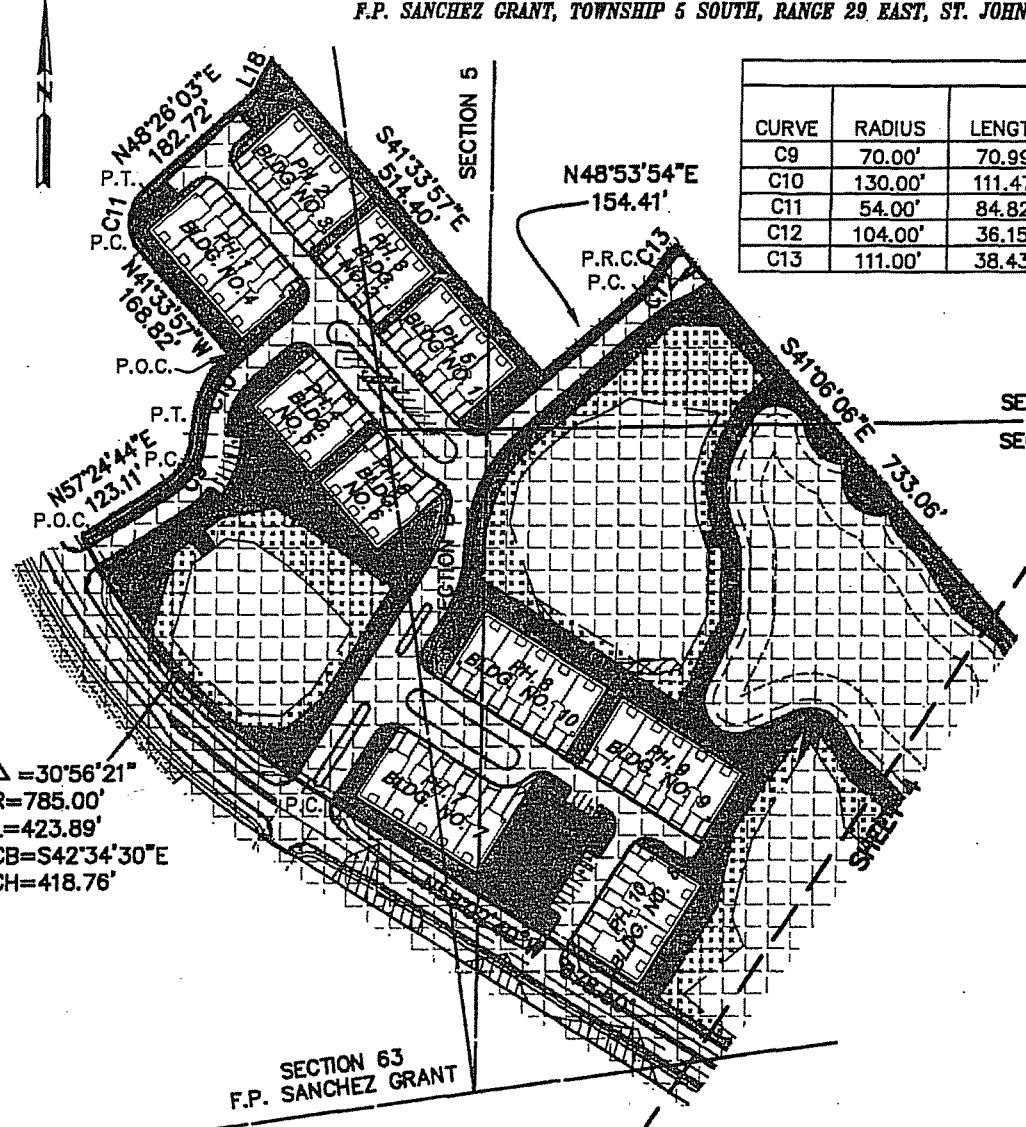
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C7	45.00'	39.50'	38.25'	N79°25'48"W	50°17'46"
CB	45.00'	65.98'	60.23'	S83°42'55"W	84°00'21"



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RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOGETHER WITH A PORTION OF SECTION 62, WILLIAM TRAVERS GRANT and SECTION 63,
F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



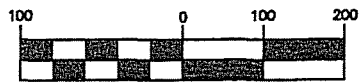
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C9	70.00'	70.99'	67.99'	N28°21'34"E	58°06'21"
C10	130.00'	111.47'	108.08'	N23°52'13"E	49°07'40"
C11	54.00'	84.82'	76.37'	N03°26'03"E	90°00'00"
C12	104.00'	36.15'	35.97'	N38°56'21"E	19°55'06"
C13	111.00'	38.43'	38.24'	N38°53'52"E	19°50'07"

LINE TABLE		
LINE	BEARING	LENGTH
L18	N26°22'28"E	40.04'

$\Delta = 30^{\circ}56'21''$
 $R = 785.00'$
 $L = 423.89'$
 $CB = S42^{\circ}34'30''E$
 $CH = 418.76'$

DENOTES AREA EXCLUDED FROM CONDOMINIUM PROPERTY

ASSOCIATION PROPERTY OF THE CONDOMINIUM



(IN FEET)
1 inch = 200 ft.

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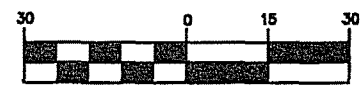
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DATE April 6, 2007

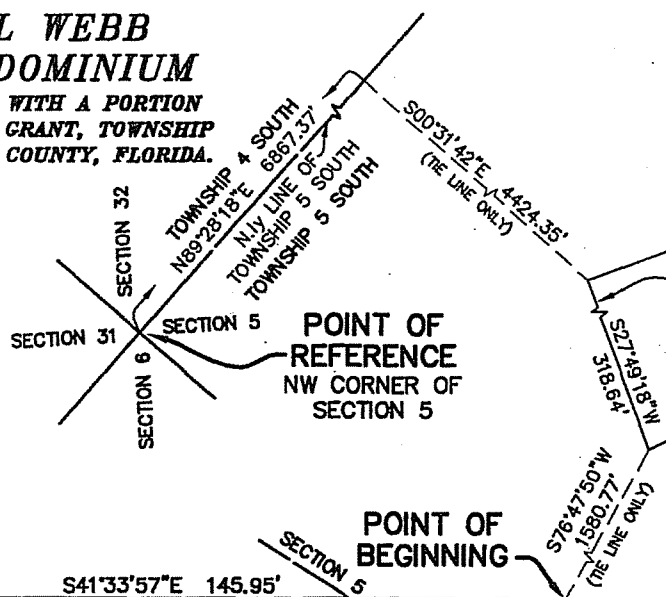
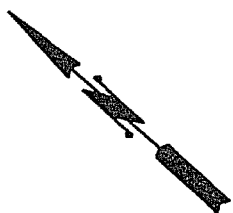
RIVERWOOD BY DEL WEBB CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTION 5, TOGETHER WITH A PORTION OF SECTION 63 OF THE F.P. SANCHEZ GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

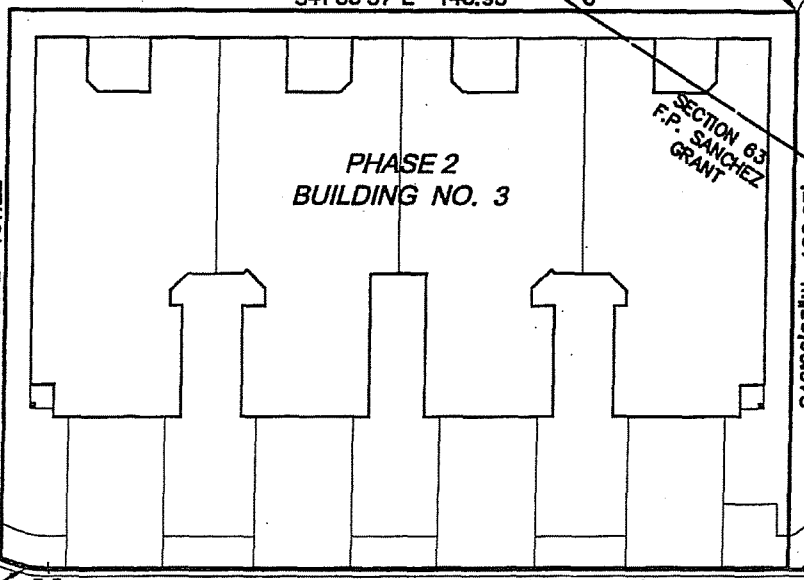


POINT OF REFERENCE
NW CORNER OF SECTION 5

POINT OF BEGINNING

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.C. POINT OF CURVATURE
- P.O.A. POINT ON CURVE
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



Δ=22°16'04"
R=23.50'
L=9.13'
CB=N30°25'55"W
CH=9.08'

FAWN GULLY LANE
(VARIABLE WIDTH PRIVATE R/W) N 41°33'57"W 137.04'



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SHEET 8 OF 76

DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida

Phase 2 - Building No. 3

A portion of Section 5, together with a portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 5, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 76° 47' 50" West, departing said Westerly boundary line, 1580.77 feet to the Point of Beginning.

From said Point of Beginning, thence South 48° 26' 03" West, 102.97 feet; thence North 41° 33' 57" West, 137.04 feet to the point of curvature of a curve concave Northeasterly, having a radius of 23.50 feet; thence Northwesterly, along the arc of said curve, through a central angle of 22° 16' 04", an arc length of 9.13 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 30° 25' 55" West, 9.08 feet; thence North 48° 26' 03" East, 101.22 feet; thence South 41° 33' 57" East, 145.95 feet to the Point of Beginning.

Containing 15,023 square feet, more or less.



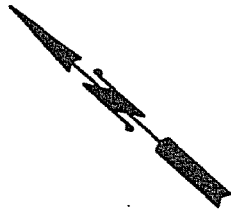
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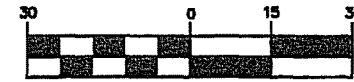
DATE April 6, 2007

**RIVERWOOD BY DEL WEBB
CARRIAGE HOME CONDOMINIUM**

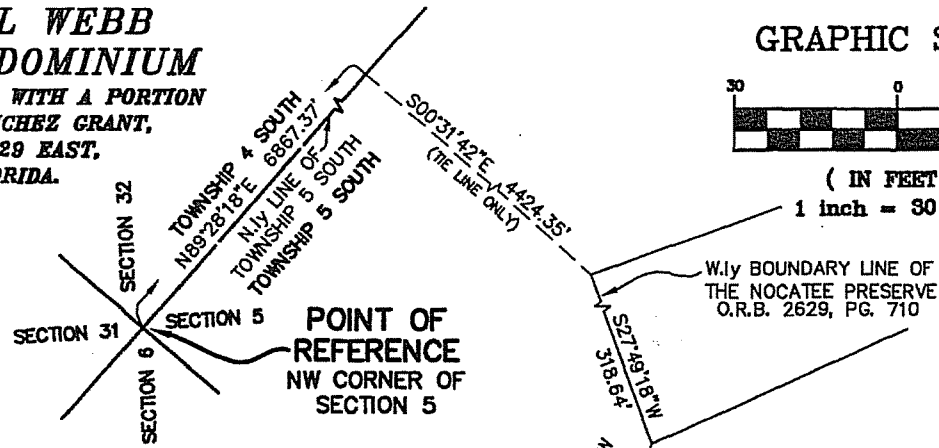
A PORTION OF SECTION 5, TOGETHER WITH A PORTION
OF SECTION 63 OF THE F.P. SANCHEZ GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

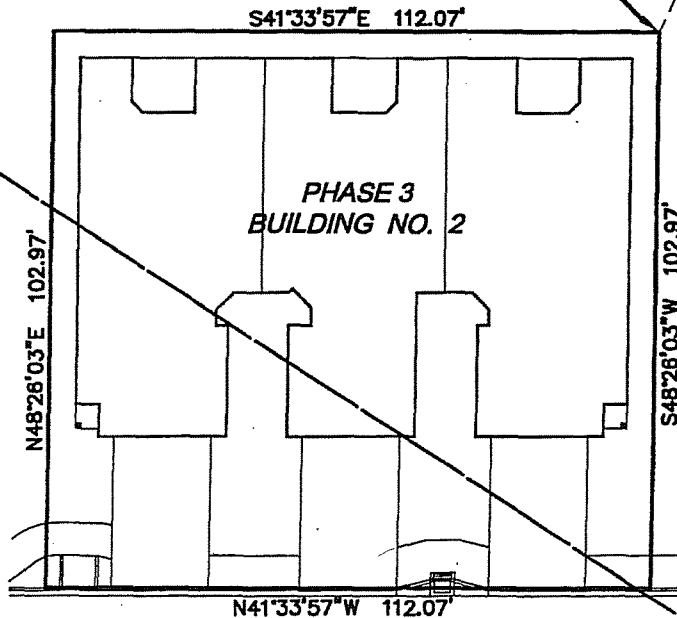


**POINT OF
REFERENCE
NW CORNER OF
SECTION 5**

**POINT OF
BEGINNING**

W.l.y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

SECTION 5
SECTION 63
F.P. SANCHEZ
GRANT



LEGEND

O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY



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**FAWN GULLY LANE
(VARIABLE WIDTH PRIVATE R/W)**

SHEET 10 OF 76

DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida

Phase 3 - Building No. 2

A portion of Section 5, together with a portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 5, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 72° 43' 41" West, departing said Westerly boundary line, 1526.15 feet to the Point of Beginning.

From said Point of Beginning, thence South 48° 26' 03" West, 102.97 feet; thence North 41° 33' 57" West, 112.07 feet; thence North 48° 26' 03" East, 102.97 feet; thence South 41° 33' 57" East, 112.07 feet to the Point of Beginning.

Containing 11,540 square feet, more or less.



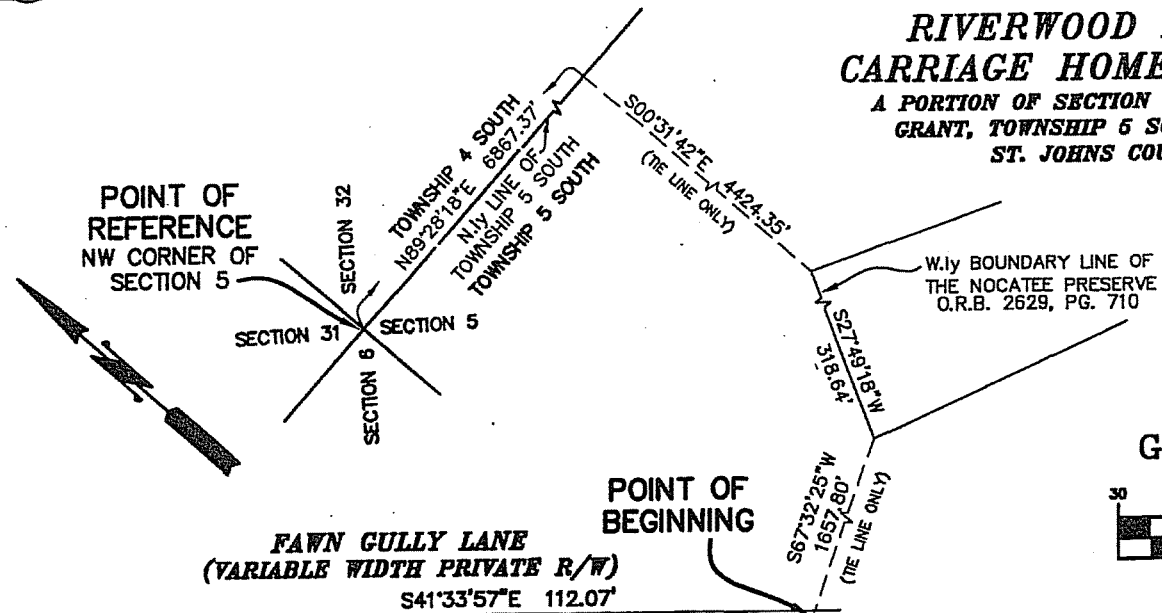
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Certificate of Authorization No.: LB 3624

DATE April 6, 2007

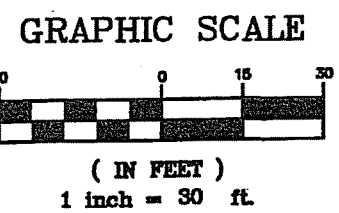
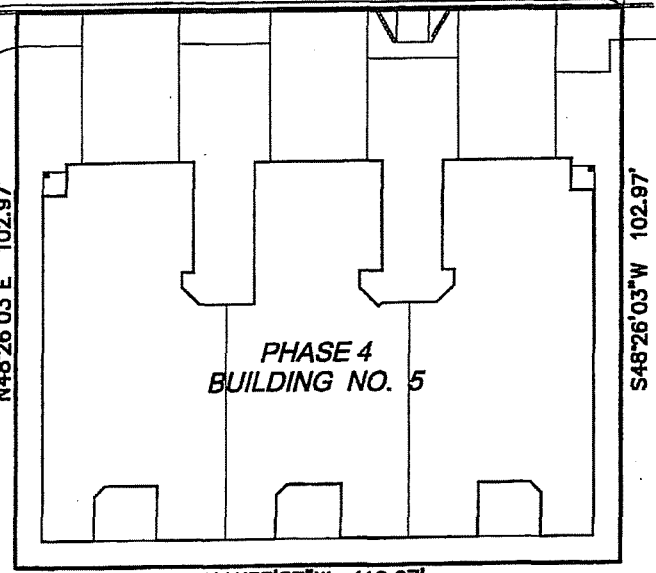
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTION 63 OF THE F.P. SANCHEZ
GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



FAWN GULLY LANE
(VARIABLE WIDTH PRIVATE R/W)
S41°33'57"E 112.07'

LEAFLET LANE
(VARIABLE WIDTH PRIVATE R/W)



LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY

SECTION 63
F.P. SANCHEZ
GRANT



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RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida

Phase 4 - Building No. 5

A portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 67° 32' 25" West, departing said Westerly boundary line, 1657.80 feet to the Point of Beginning.

From said Point of Beginning, thence South 48° 26' 03" West, 102.97 feet; thence North 41° 33' 57" West, 112.07 feet; thence North 48° 26' 03" East, 102.97 feet; thence South 41° 33' 57" East, 112.07 feet to the Point of Beginning.

Containing 11,540 square feet, more or less.

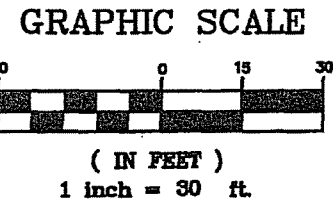
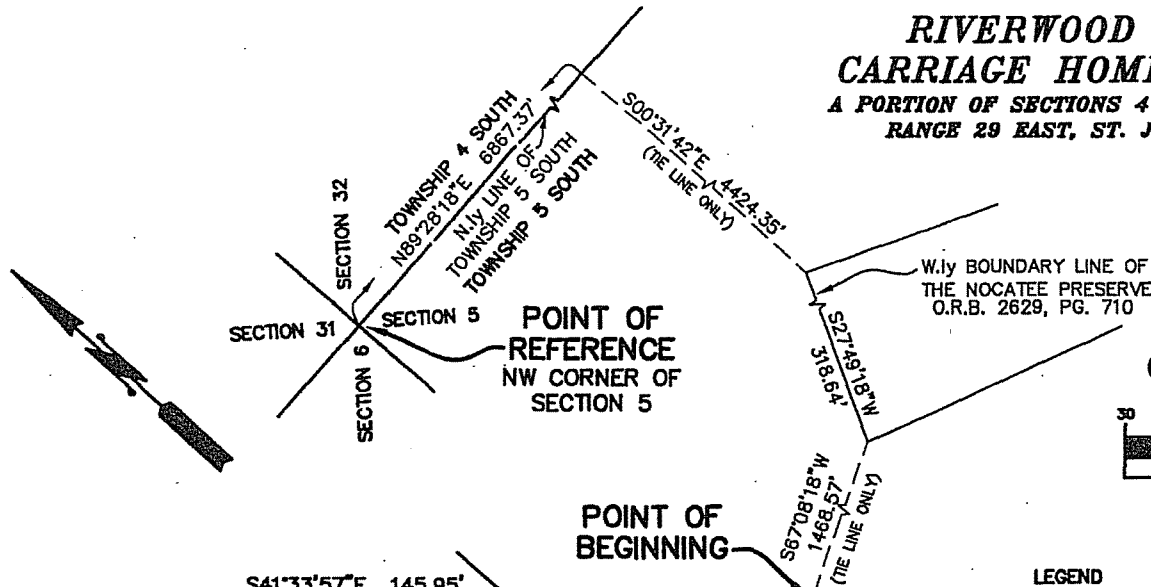


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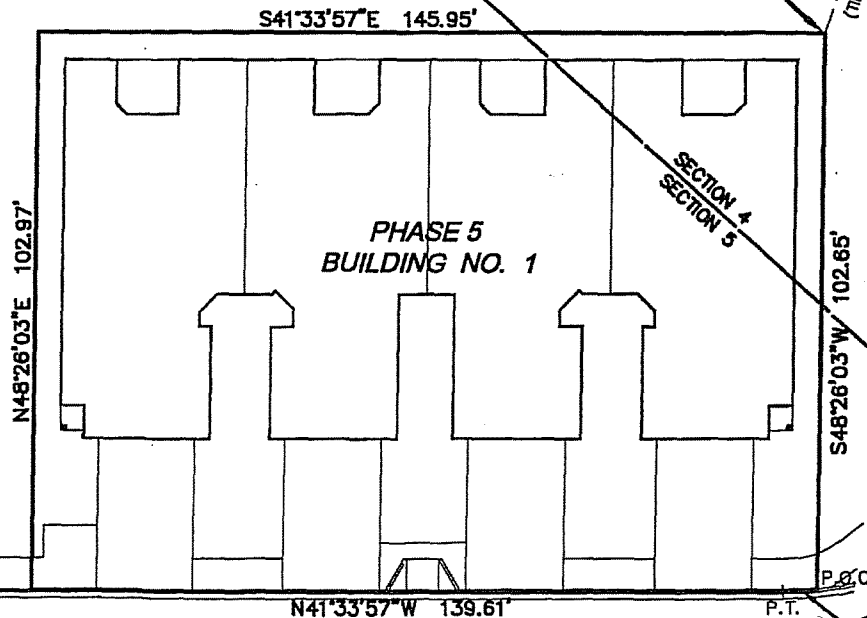
DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 6 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.T. POINT OF TANGENCY
- P.O.A. POINT ON CURVE
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



Δ=05°46'05"
R=83.00'
L=6.34'
CB=N44°26'59"W
CH=6.34'



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FAWN GULLY LANE (VARIABLE WIDTH PRIVATE R/W)

SHEET 14 OF 76

DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Phase 5 - Building No. 1

A portion of Sections 4 and 5, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 5, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 67° 08' 18" West, departing said Westerly boundary line, 1468.57 feet to the Point of Beginning.

From said Point of Beginning, thence South 48° 26' 03" West, 102.65 feet to a point on a curve concave Northeasterly, having a radius of 63.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 05° 46' 05", an arc length of 6.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 44° 26' 59" West, 6.34 feet; thence North 41° 33' 57" West, 139.61 feet; thence North 48° 26' 03" East, 102.97 feet; thence South 41° 33' 57" East, 145.95 feet to the Point of Beginning.

Containing 15,028 square feet, more or less.



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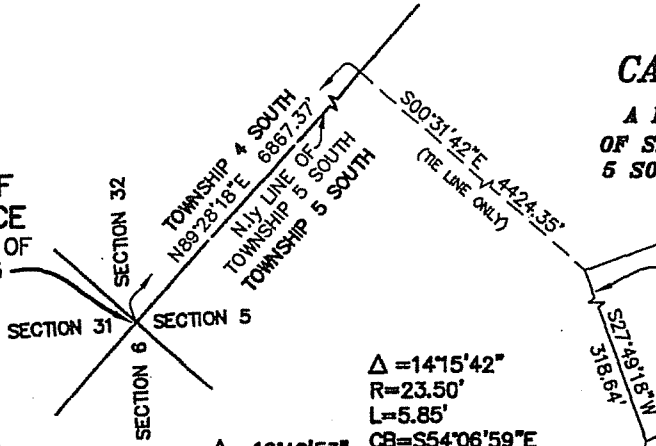
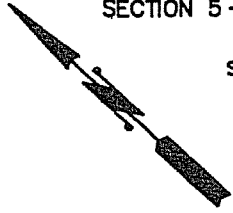
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DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

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

POINT OF
REFERENCE
NW CORNER OF
SECTION 5



W.I.Y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

$\Delta = 14^{\circ}15'42''$
R=23.50'
L=5.85'

$\Delta = 19^{\circ}40'53''$
R=135.50'
L=46.54'
CB=S54°06'59"E
CH=5.83'

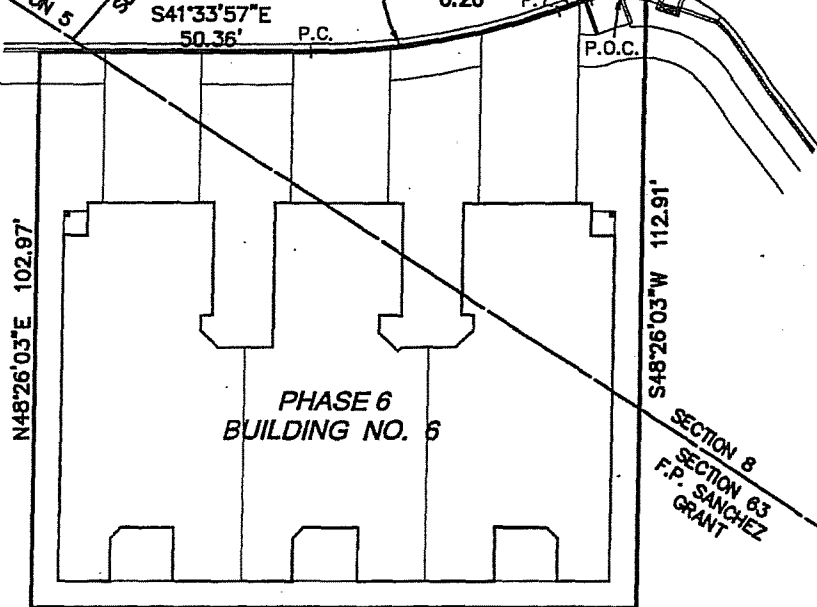
S63°22'56"W
1611.06'
(TIE LINE ONLY)

POINT OF
BEGINNING

LEGEND

- | | |
|----------|-----------------------|
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |
| R/W | RIGHT OF WAY |
| P.C. | POINT OF CURVATURE |
| P.T. | POINT OF TANGENCY |
| P.O.A. | POINT ON CURVE |
| R | RADIUS |
| Δ | CENTRAL ANGLE |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| CH | CHORD DISTANCE |

FAWN GULLY
LANE
(VARIABLE WIDTH
PRIVATE R/W)



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**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 6 - Building No. 6

A portion of Section 8, together with a portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $63^{\circ} 22' 56''$ West, departing said Westerly boundary line, 1611.06 feet to the Point of Beginning.

From said Point of Beginning, thence South $48^{\circ} 26' 03''$ West, 112.91 feet; thence North $41^{\circ} 33' 57''$ West, 112.07 feet; thence North $48^{\circ} 26' 03''$ East, 102.97 feet; thence South $41^{\circ} 33' 57''$ East, 50.36 feet to the point of curvature of a curve concave Northeasterly, having a radius of 135.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of $19^{\circ} 40' 53''$, an arc length of 46.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $51^{\circ} 24' 23''$ East, 46.32 feet; thence South $61^{\circ} 14' 49''$ East, 6.26 feet to the point of curvature of a curve concave Southwesterly, having a radius of 23.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of $14^{\circ} 15' 42''$, an arc length of 5.85 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $54^{\circ} 06' 59''$ East, 5.83 feet; thence South $24^{\circ} 49' 13''$ East, 4.69 feet to the Point of Beginning.

Containing 11,821 square feet, more or less.

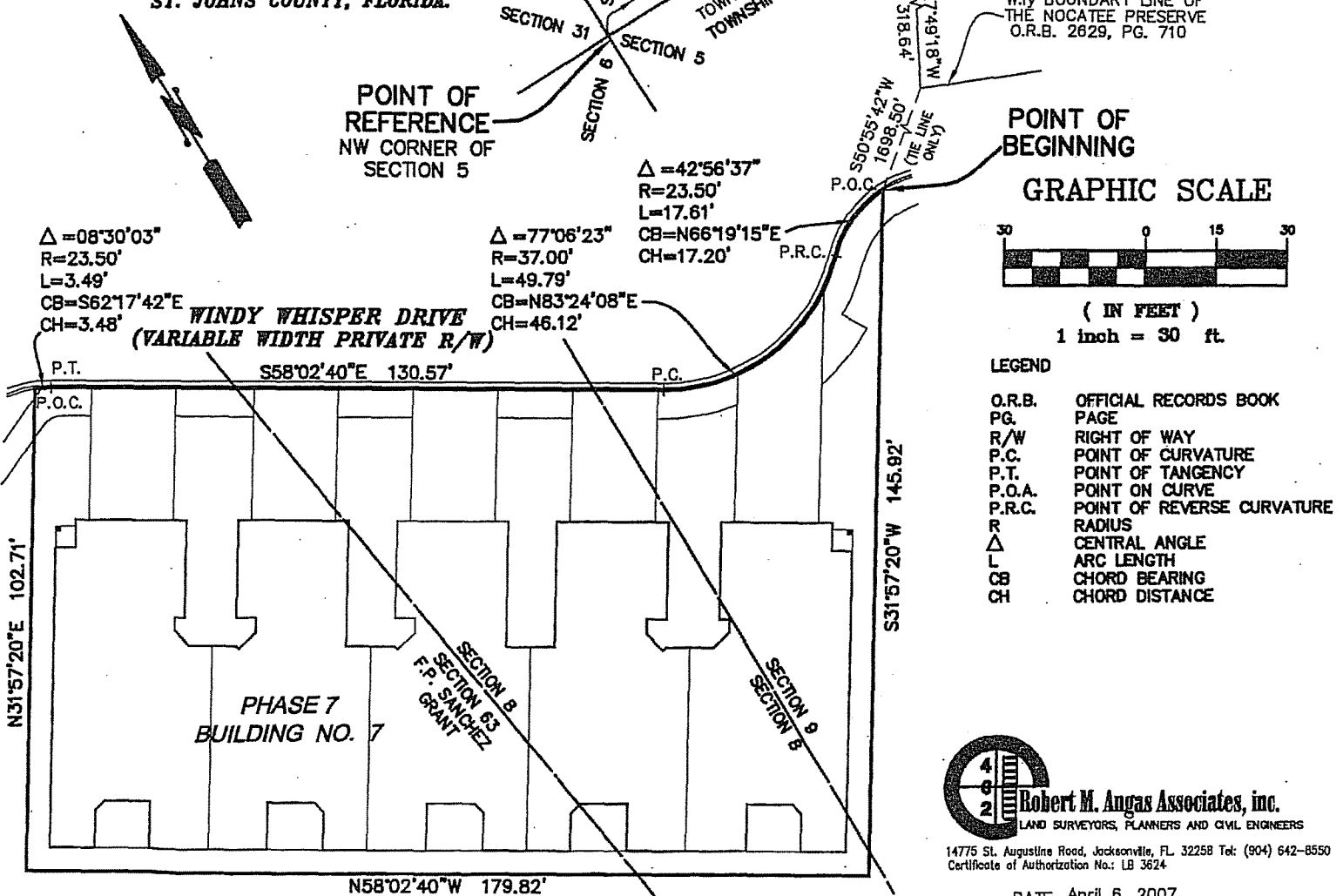


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DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTIONS 8 AND 9, TOGETHER WITH A
PORTION OF SECTION 63 OF THE F.P. SANCHEZ GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



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**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 7 - Building No. 7

A portion of Sections 8 and 9, together with a portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $50^{\circ} 55' 42''$ West, departing said Westerly boundary line, 1698.50 feet to the Point of Beginning.

From said Point of Beginning, thence South $31^{\circ} 57' 20''$ West, 145.92 feet; thence North $58^{\circ} 02' 40''$ West, 179.82 feet; thence North $31^{\circ} 57' 20''$ East, 102.71 feet to a point on a curve concave Southwesterly, having a radius of 23.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of $08^{\circ} 30' 03''$, an arc length of 3.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $62^{\circ} 17' 42''$ East, 3.48 feet; thence South $58^{\circ} 02' 40''$ East, 130.57 feet to the point of curvature of a curve concave Northerly, having a radius of 37.00 feet; thence Easterly, along the arc of said curve, through a central angle of $77^{\circ} 06' 23''$, an arc length of 49.79 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $83^{\circ} 24' 08''$ East, 46.12 feet; thence Northeasterly, along the arc of a curve concave Southeasterly, having a radius of 23.50 feet, through a central angle of $42^{\circ} 56' 37''$, an arc length of 17.61 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North $66^{\circ} 19' 15''$ East, 17.20 feet.

Containing 19,147 square feet, more or less.

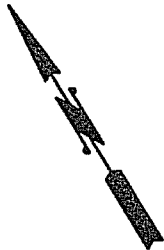


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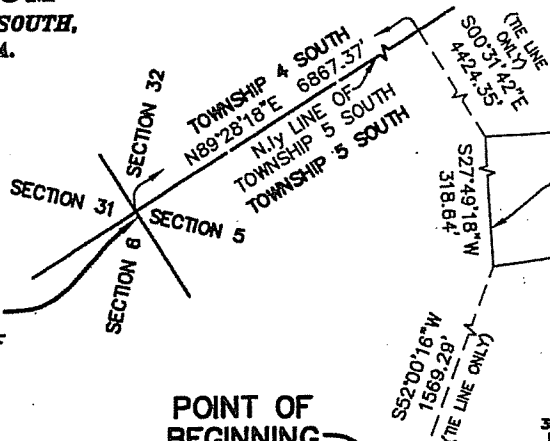
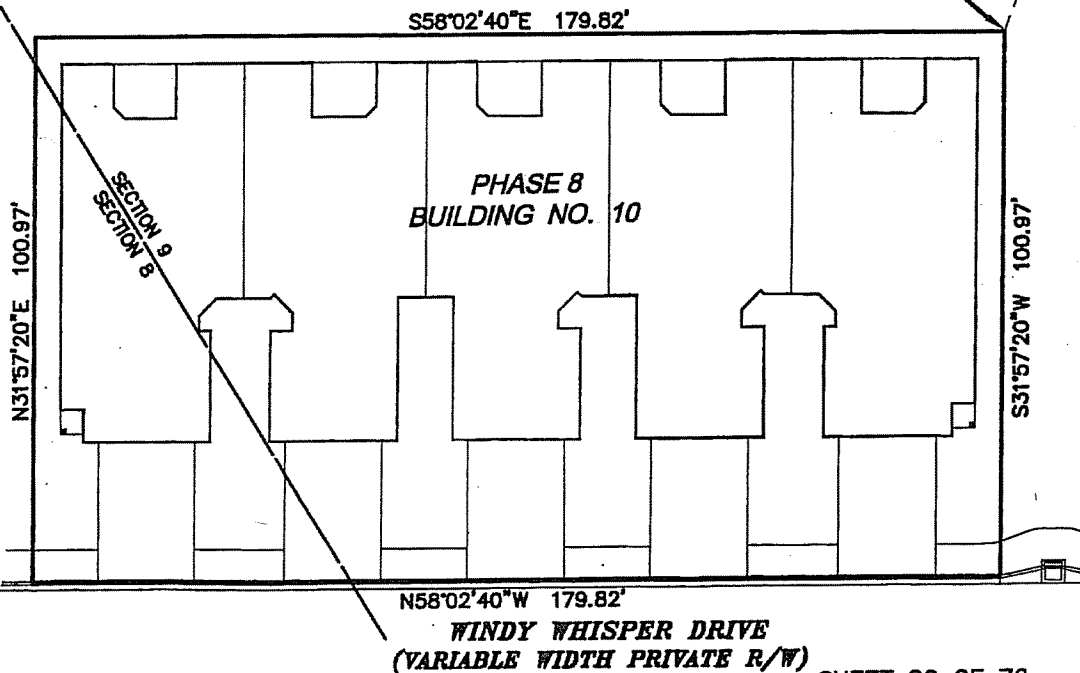
DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
 A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 5 SOUTH,
 RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

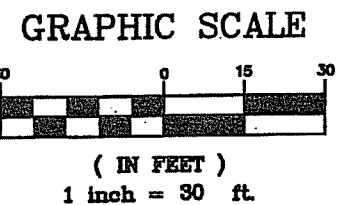


POINT OF REFERENCE
 NW CORNER OF SECTION 5

POINT OF BEGINNING



W.Ly BOUNDARY LINE OF THE NOCATEE PRESERVE
 O.R.B. 2629, PG. 710



LEGEND

O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY

Robert M. Angas Associates, inc.
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**RIVERWOOD By Del Webb
CARRAIGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 8 - Building No. 10

A portion of Sections 8 and 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $52^{\circ} 00' 16''$ West, departing said Westerly boundary line, 1569.29 feet to the Point of Beginning.

From said Point of Beginning, thence South $31^{\circ} 57' 20''$ West, 100.97 feet; thence North $58^{\circ} 02' 40''$ West, 179.82 feet; thence North $31^{\circ} 57' 20''$ East, 100.97 feet; thence South $58^{\circ} 02' 40''$ East, 179.82 feet to the Point of Beginning.

Containing 18,157 square feet, more or less.



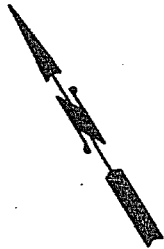
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

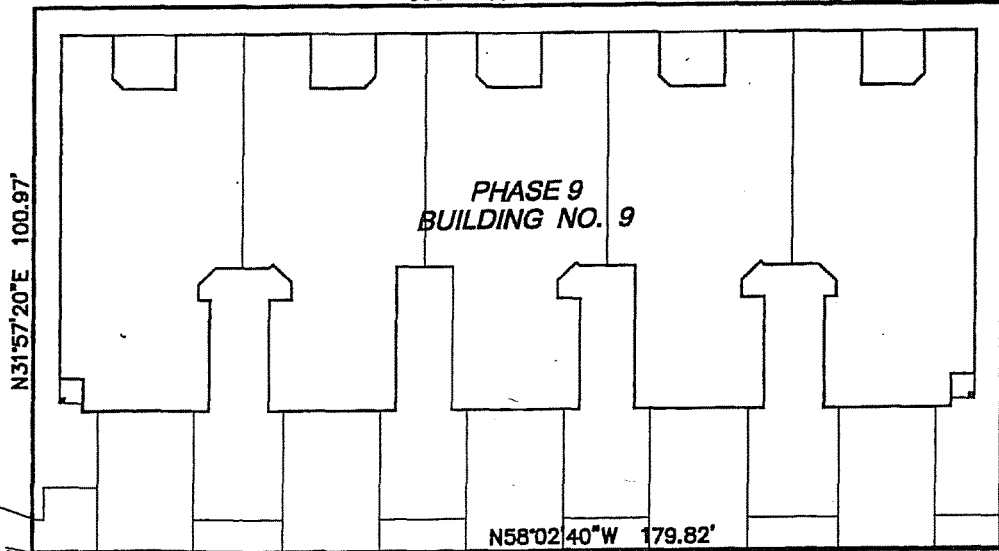


POINT OF REFERENCE
NW CORNER OF
SECTION 5

POINT OF BEGINNING

SECTION 9

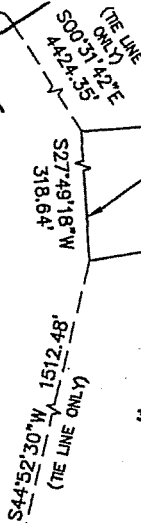
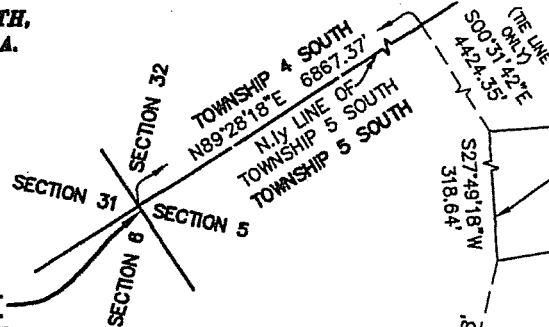
S58°02'40"E 179.82'



PHASE 9
BUILDING NO. 9

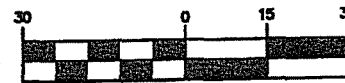
N58°02'40"W 179.82'

WINDY WHISPER DRIVE (VARIABLE WIDTH PRIVATE R/W) SHEET 22 OF 76



W.I.y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND

O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY



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DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida

Phase 9 - Building No. 9

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 44° 52' 30" West, departing said Westerly boundary line, 1512.48 feet to the Point of Beginning.

From said Point of Beginning, thence South 31° 57' 20" West, 100.97 feet; thence North 58° 02' 40" West, 179.82 feet; thence North 31° 57' 20" East, 100.97 feet; thence South 58° 02' 40" East, 179.82 feet to the Point of Beginning.

Containing 18,157 square feet, more or less.



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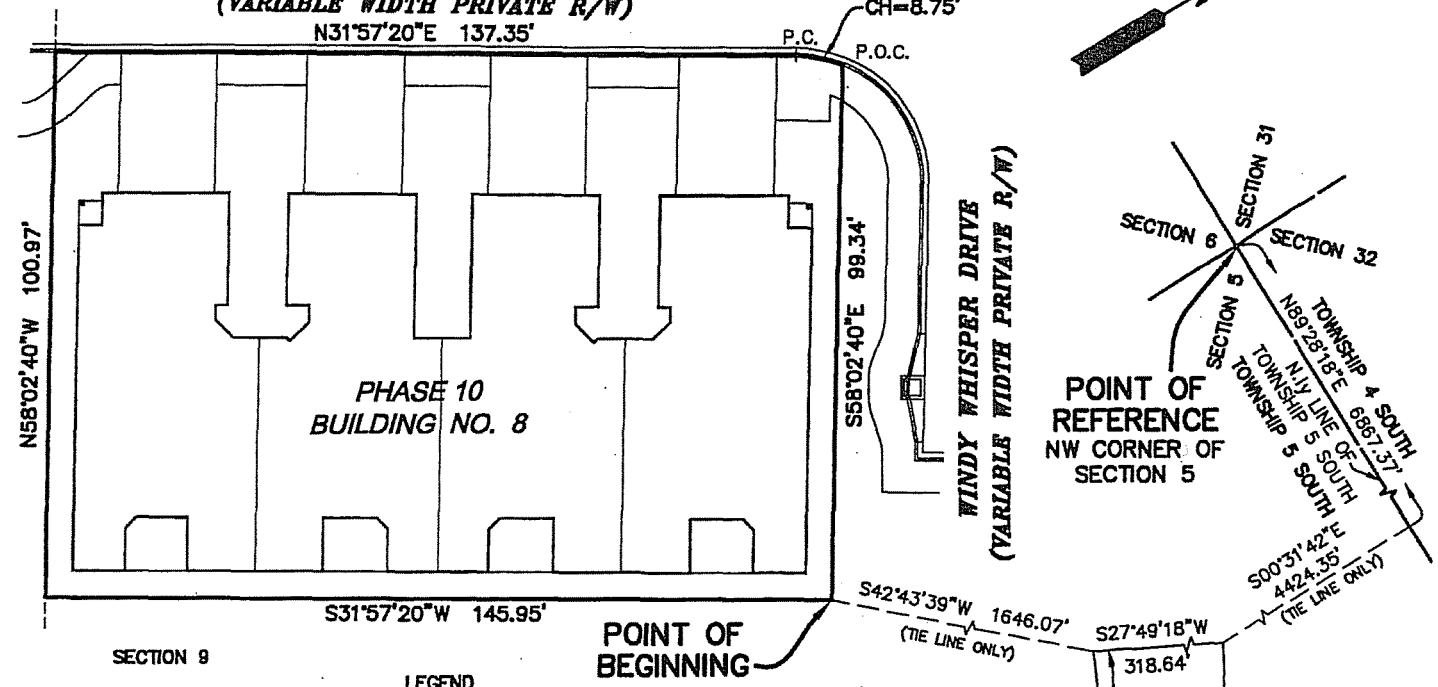
DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

SHADY RUN COURT
(VARIABLE WIDTH PRIVATE R/W)
N31°57'20"E 137.35'

$\Delta = 21^{\circ}27'59''$
R=23.50'
L=8.80'
CB=N42°41'19"E
CH=8.75'

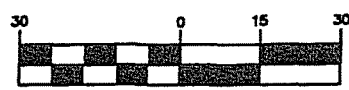


SECTION 9

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
P.C.	POINT OF CURVATURE
P.O.A.	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



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**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 10 - Building No. 8

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $42^{\circ} 43' 39''$ West, departing said Westerly boundary line, 1646.07 feet to the Point of Beginning.

From said Point of Beginning, thence South $31^{\circ} 57' 20''$ West, 145.95 feet; thence North $58^{\circ} 02' 40''$ West, 100.97 feet; thence North $31^{\circ} 57' 20''$ East, 137.35 feet to the point of curvature of a curve concave Southeasterly, having a radius of 23.50 feet; thence Northeasterly, along the arc of said curve, through a central angle of $21^{\circ} 27' 59''$, an arc length of 8.80 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $42^{\circ} 41' 19''$ East, 8.75 feet; thence South $58^{\circ} 02' 40''$ East, 99.34 feet to the Point of Beginning.

Containing 14,732 square feet, more or less.



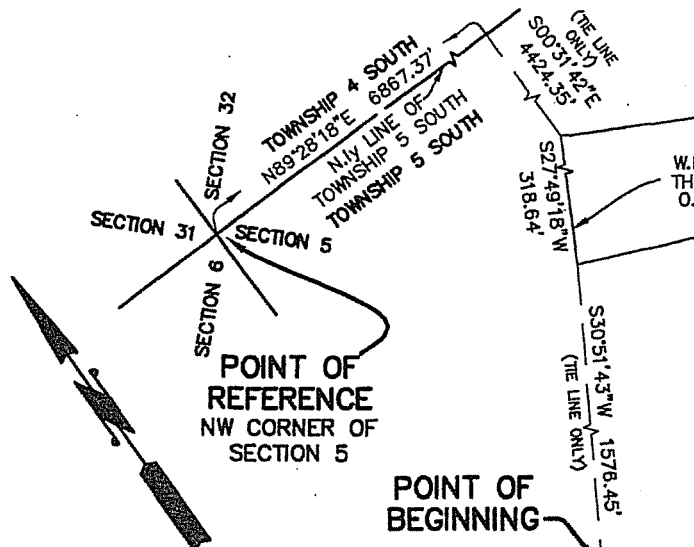
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DATE April 6, 2007

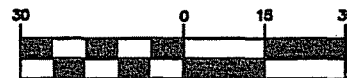
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTION 9, TOGETHER WITH A PORTION
OF SECTION 82 OF THE WILLIAM TRAVERS GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



WLY BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

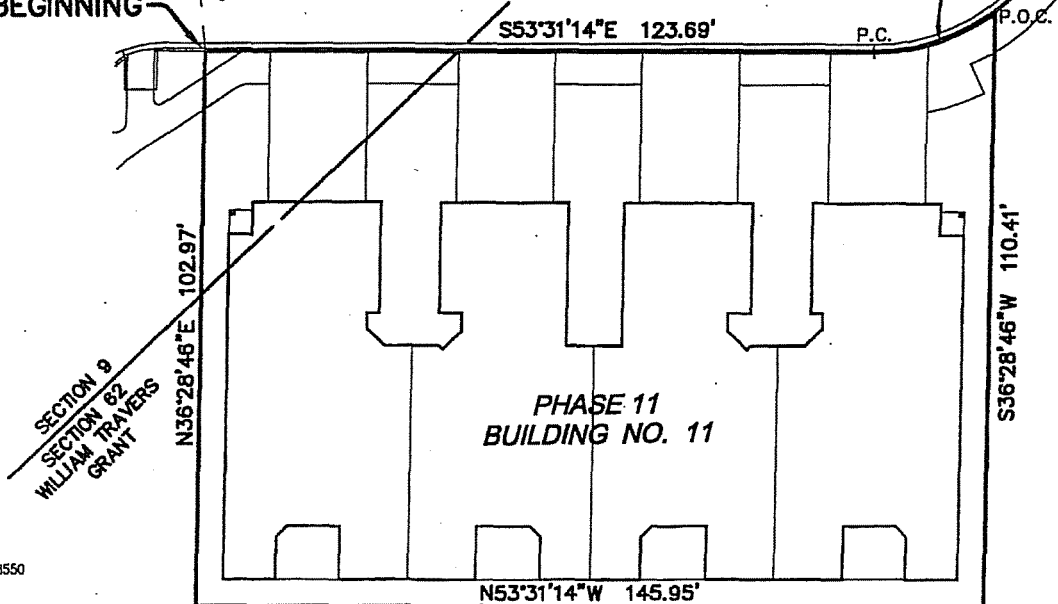
$\Delta = 36^{\circ}58'09''$
 $R = 37.00'$
 $L = 23.87'$
 $CB = S72^{\circ}00'19''E$
 $CH = 23.46'$

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.C. POINT OF CURVATURE
- P.O.A. POINT ON CURVE
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE

POINT OF BEGINNING

**WATER DROP DRIVE
(VARIABLE WIDTH PRIVATE R/W)**



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DATE April 6, 2007

SHEET 26 OF 76

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 11 - Building No. 11

A portion of Section 9, together with a portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 30° 51' 43" West, departing said Westerly boundary line, 1576.45 feet to the Point of Beginning.

From said Point of Beginning, thence South 53° 31' 14" East, 123.69 feet to the point of curvature of a curve concave Northerly, having a radius of 37.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 36° 58' 09", an arc length of 23.87 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 72° 00' 19" East, 23.46 feet; thence South 36° 28' 46" West, 110.41 feet; thence North 53° 31' 14" West, 145.95 feet; thence North 36° 28' 46" East, 102.97 feet to the Point of Beginning.

Containing 15,081 square feet, more or less.



Robert M. Angas Associates, inc.

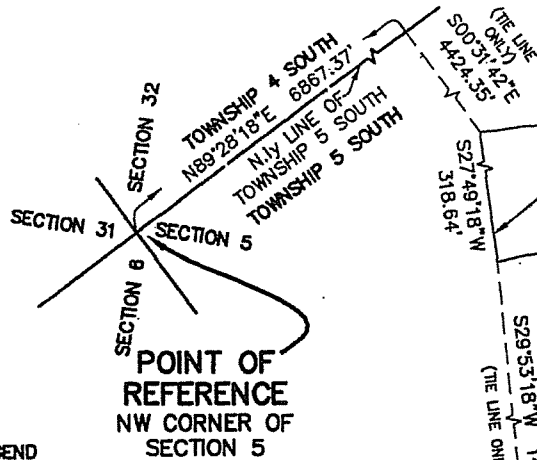
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DATE April 6, 2007

RIVERWOOD By Del. Webb CARRIAGE HOME CONDOMINIUM

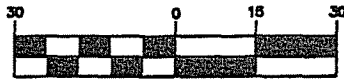
A PORTION OF SECTION 9, TOGETHER WITH A PORTION
OF SECTION 62 OF THE WILLIAM TRAVERS GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



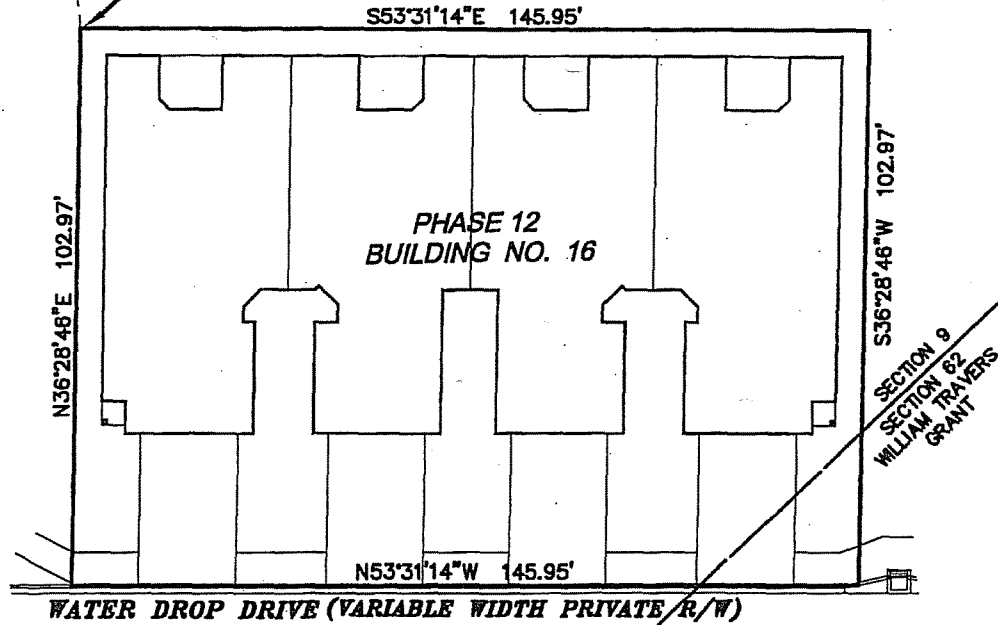
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DATE April 6, 2007

W.I.y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

POINT OF
BEGINNING



RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Phase 12 - Building No. 16

A portion of Section 9, together with a portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 29° 53' 18" West, departing said Westerly boundary line, 1401.17 feet to the Point of Beginning.

From said Point of Beginning, thence South 53° 31' 14" East, 145.95 feet; thence South 36° 28' 46" West, 102.97 feet; thence North 53° 31' 14" West, 145.95 feet; thence North 36° 28' 46" East, 102.97 feet to the Point of Beginning.

Containing 15,028 square feet, more or less.

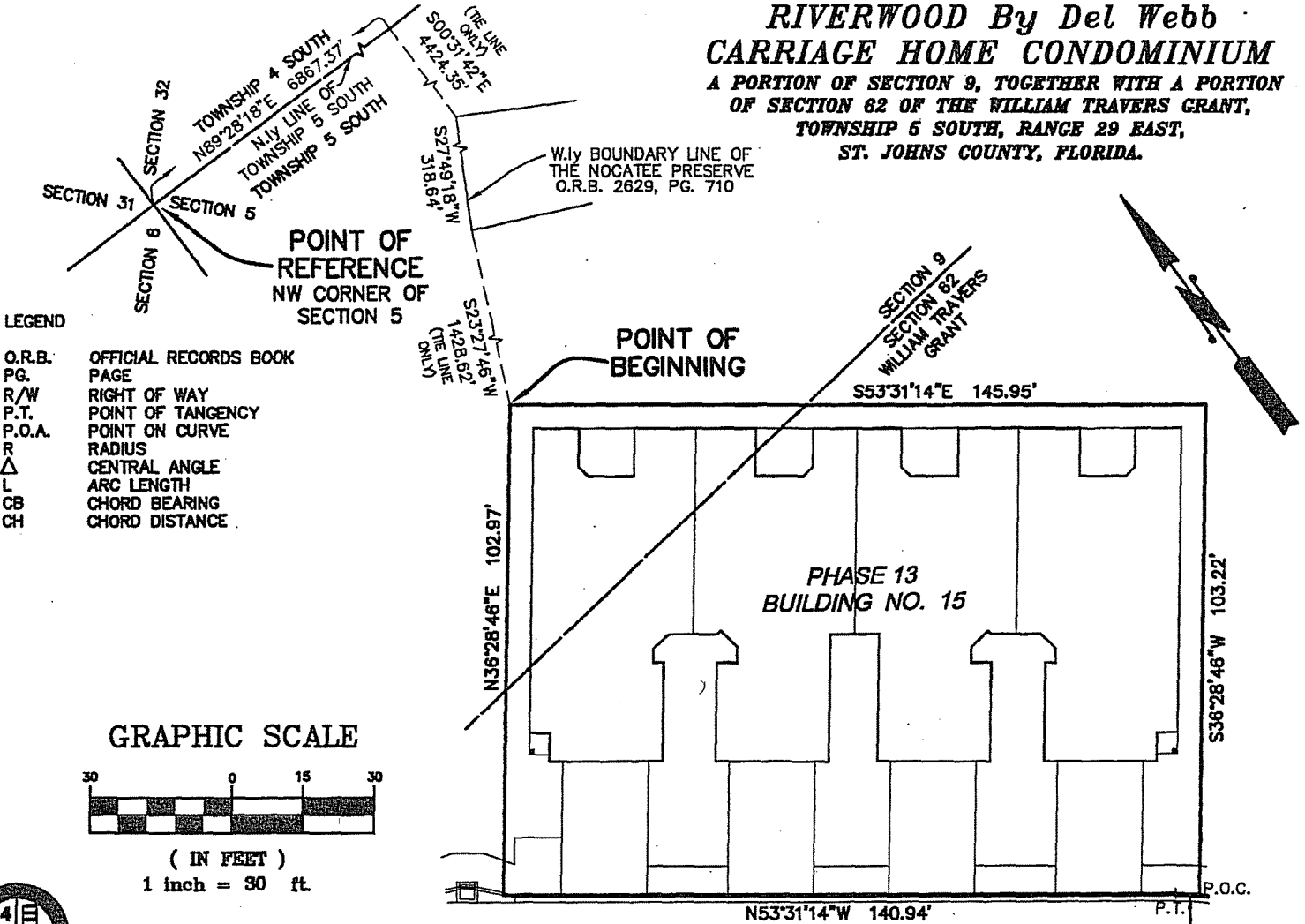


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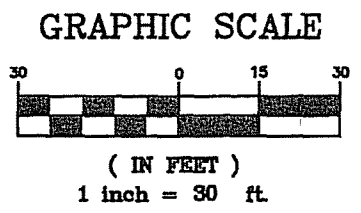
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DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTION 9, TOGETHER WITH A PORTION
OF SECTION 62 OF THE WILLIAM TRAVERS GRANT,
TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



- LEGEND**
- O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - P.T. POINT OF TANGENCY
 - P.O.A. POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE



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**WATER DROP DRIVE
(VARIABLE WIDTH PRIVATE R/W)**

Δ = 05°41'35"
R = 50.50'
L = 5.02'
CB = N50°40'26"W
CH = 5.02'

DATE April 6, 2007

SHEET 30 OF 76

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 13 - Building No. 15

A portion of Section 9, together with a portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 23° 27' 46" West, departing said Westerly boundary line, 1428.62 feet to the Point of Beginning.

From said Point of Beginning, thence South 53° 31' 14" East, 145.95 feet; thence South 36° 28' 46" West, 103.22 feet to a point on a curve concave Southwesterly, having a radius of 50.50 feet; thence Northwesterly, along the arc of said curve, through a central angle of 05° 41' 35", an arc length of 5.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 50° 40' 26" West, 5.02 feet; thence North 53° 31' 14" West, 140.94 feet; thence North 36° 28' 46" East, 102.97 feet to the Point of Beginning.

Containing 15,029 square feet, more or less.



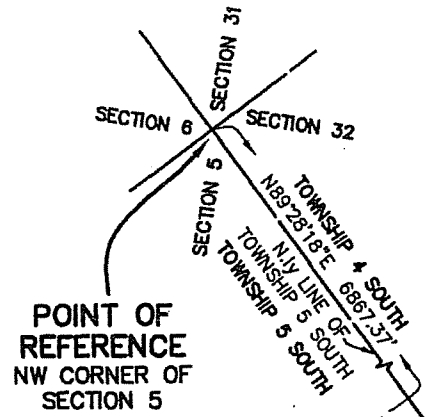
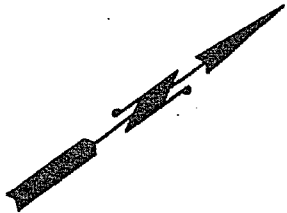
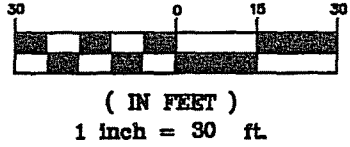
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DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
 A PORTION OF SECTION 62 OF THE WILLIAM TRAVERS
 GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



SECTION 62
 WILLIAM TRAVERS
 GRANT
 N36°28'46"E 179.82'

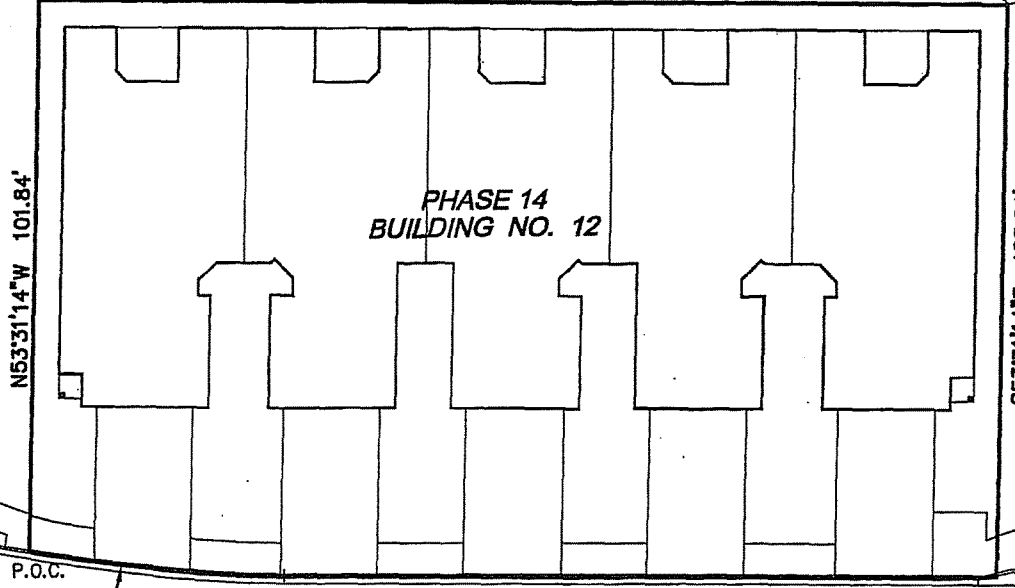
POINT OF BEGINNING

S22°50'59"W
 1614.17'
 (THE LINE ONLY)
 S27°49'18"W
 318.64'
 S00°31'42"E
 4424.35'
 (THE LINE ONLY)

W.I.Y BOUNDARY LINE OF
 THE NOCATEE PRESERVE
 O.R.B. 2629, PG. 710

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.C. POINT OF CURVATURE
- P.O.A. POINT ON CURVE
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



P.O.C.
 Δ=09°35'22" P.C.
 R=286.50'
 L=47.95'
 CB=S41°16'27"W
 CH=47.90'

S36°28'46"W 132.09'

WATER DROP DRIVE
 (VARIABLE WIDTH PRIVATE R/W)



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RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Riverwood by Del Webb Condominium I Phase 14 - Building No. 12

A portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $22^{\circ} 50' 59''$ West, departing said Westerly boundary line, 1614.17 feet to the Point of Beginning.

From said Point of Beginning, thence South $53^{\circ} 31' 14''$ East, 105.84 feet; thence South $36^{\circ} 28' 46''$ West, 132.09 feet to the point of curvature of a curve concave Northwesterly, having a radius of 286.50 feet; thence Southwesterly, along the arc of said curve, through a central angle of $09^{\circ} 35' 22''$, an arc length of 47.95 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $41^{\circ} 16' 27''$ West, 47.90 feet; thence North $53^{\circ} 31' 14''$ West, 101.84 feet; thence North $36^{\circ} 28' 46''$ East, 179.82 feet to the Point of Beginning.

Containing 18,969 square feet, more or less.

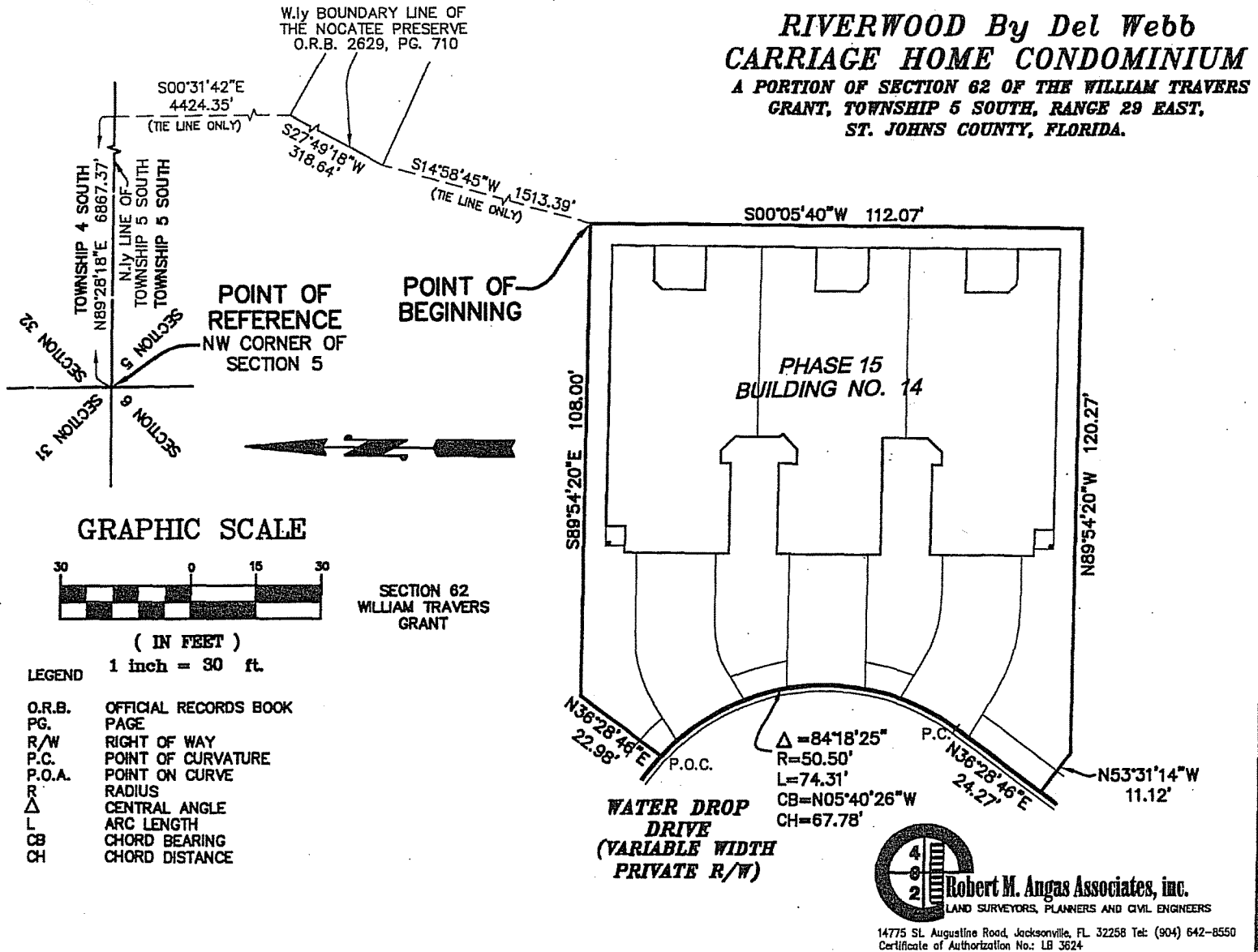


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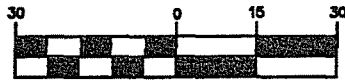
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DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTION 62 OF THE WILLIAM TRAVERS
GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.



GRAPHIC SCALE



(IN FEET)

LEGEND 1 inch = 30 ft.

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- P.C. POINT OF CURVATURE
- P.O.A. POINT ON CURVE
- R RADIUS
- △ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



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**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 15 - Building No. 14

A portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 14° 58' 45" West, departing said Westerly boundary line, 1513.39 feet to the Point of Beginning.

From said Point of Beginning, thence South 00° 05' 40" West, 112.07 feet; thence North 89° 54' 20" West, 120.27 feet; thence North 53° 31' 14" West, 11.12 feet; thence North 36° 28' 46" East, 24.27 feet to the point of curvature of a curve concave Westerly, having a radius of 50.50 feet; thence Northerly, along the arc of said curve, through a central angle of 84° 18' 25", an arc length of 74.31 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 05° 40' 26" West, 67.78 feet; thence North 36° 28' 46" East, 22.98 feet; thence South 89° 54' 20" East, 108.00 feet to the Point of Beginning.

Containing 12,696 square feet, more or less.



Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS

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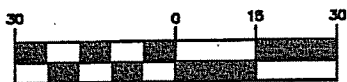
DATE April 6, 2007

RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM
 A PORTION OF SECTION 62 OF THE WILLIAM TRAVERS
 GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST,
 ST. JOHNS COUNTY, FLORIDA.

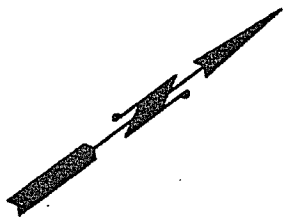
LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
P.C.	POINT OF CURVATURE
P.O.A.	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE

GRAPHIC SCALE



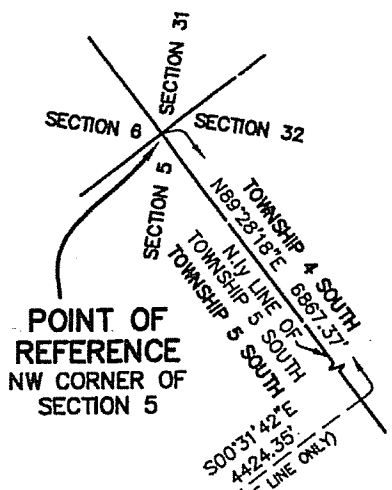
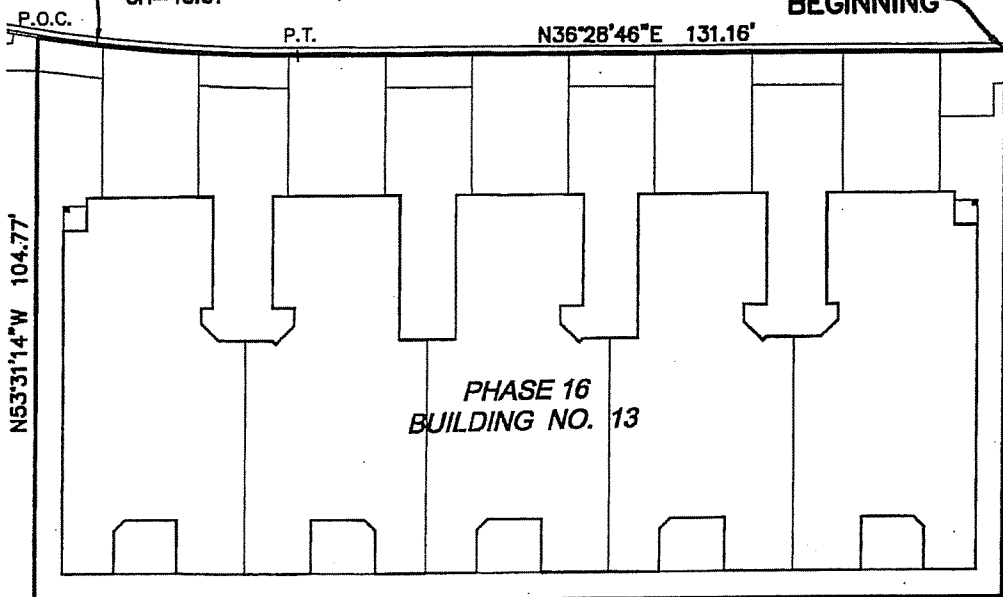
(IN FEET)
 1 inch = 30 ft.



Δ = 08°55'48"
 R = 313.50'
 L = 48.86'
 CB = N40°56'40"E
 CH = 48.81'

WATER DROP DRIVE
 (VARIABLE WIDTH PRIVATE R/W)

POINT OF BEGINNING



S18°22'26"W
 1651.42'
 (THE LINE ONLY)

S27°49'18"W
 318.64'

W.I.Y BOUNDARY LINE OF
 THE NOCATEE PRESERVE
 O.R.B. 2629, PG. 710

SECTION 62
 WILLIAM TRAVERS
 GRANT



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DATE April 6, 2007

S36°28'46"W 179.82'

SHEET 36 OF 76

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 16 - Building No. 13

A portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 18° 22' 26" West, departing said Westerly boundary line, 1651.42 feet to the Point of Beginning.

From said Point of Beginning, thence South 53° 31' 14" East, 100.97 feet; thence South 36° 28' 46" West, 179.82 feet; thence North 53° 31' 14" West, 104.77 feet to a point on a curve concave Northwesterly, having a radius of 313.50 feet; thence Northeasterly, along the arc of said curve, through a central angle of 08° 55' 48", an arc length of 48.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 40° 56' 40" East, 48.81 feet; thence North 36° 28' 46" East, 131.16 feet to the Point of Beginning.

Containing 18,218 square feet, more or less.

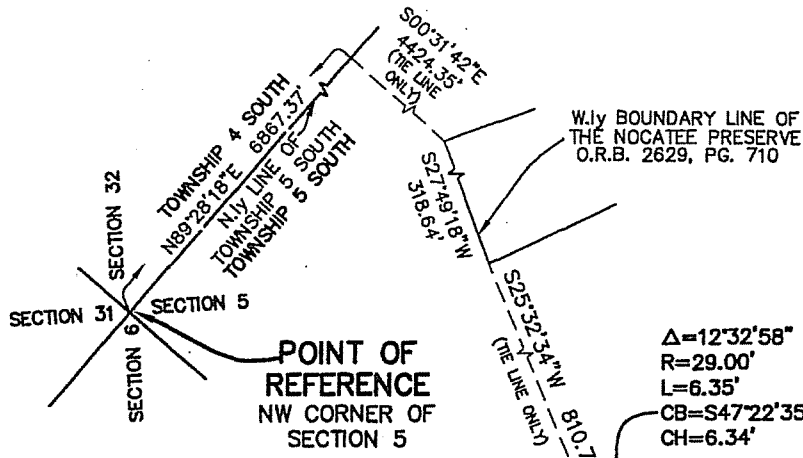


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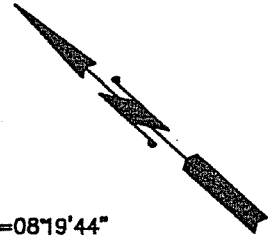
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CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



- LEGEND**
- O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - P.O.C. POINT ON A CURVE
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - Δ CENTRAL ANGLE
 - R RADIUS
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE

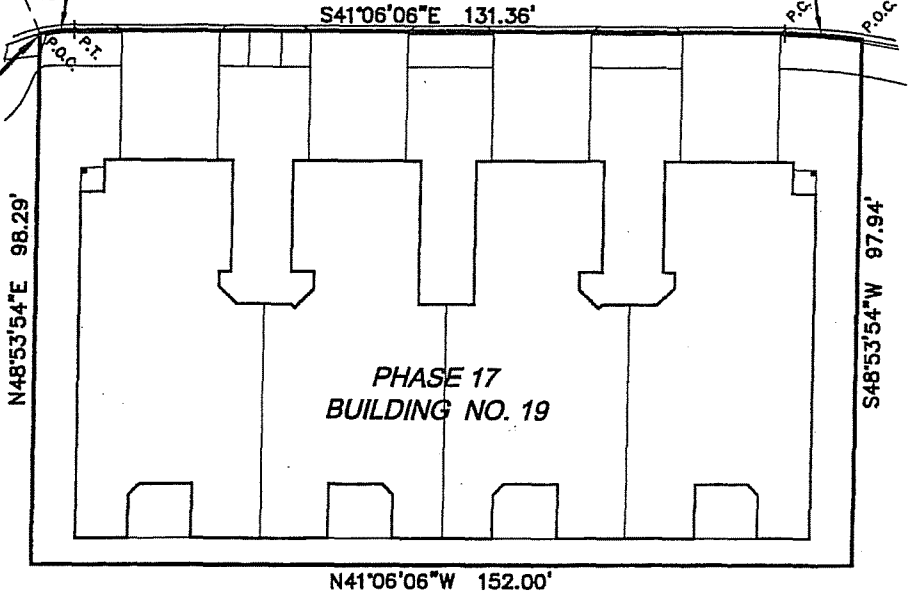


W.I.Y BOUNDARY LINE OF
THE NOCATEE PRESERVE
O.R.B. 2629, PG. 710

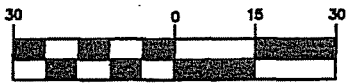
Δ=12°32'58"
R=29.00'
L=6.35'
CB=S47°22'35"E
CH=6.34'

Δ=08°19'44"
R=99.00'
L=14.39'
CB=S36°56'14"E
CH=14.38'

POINT OF BEGINNING



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



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DATE April 6, 2007

FAWN GULLY LANE (VARIABLE WIDTH PRIVATE R/W)

SHEET 38 OF 76

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 17 - Building No. 19

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 25° 32' 34" West, departing said Westerly boundary line, 810.74 feet to point on a curve concave Southwesterly, having a radius of 29.00 feet, said point being the Point of Beginning.

From said Point of Beginning, thence Southeasterly, along the arc of said curve, through a central angle of 12° 32' 58", an arc length of 6.35 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 47° 22' 35" East, 6.34 feet; thence South 41° 06' 06" East, 131.36 feet to the point of curvature of a curve concave Southwesterly, having a radius of 99.00 feet; thence Southeasterly along the arc of said curve through a central angle of 08° 19' 44", an arc length of 14.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 36° 56' 14" East, 14.38 feet; thence South 48° 53' 54" West, 97.94 feet; thence North 41° 06' 06" West, 152.00 feet; thence North 48° 53' 54" East, 98.29 feet to the Point of Beginning.

Containing 15,039 square feet, more or less.



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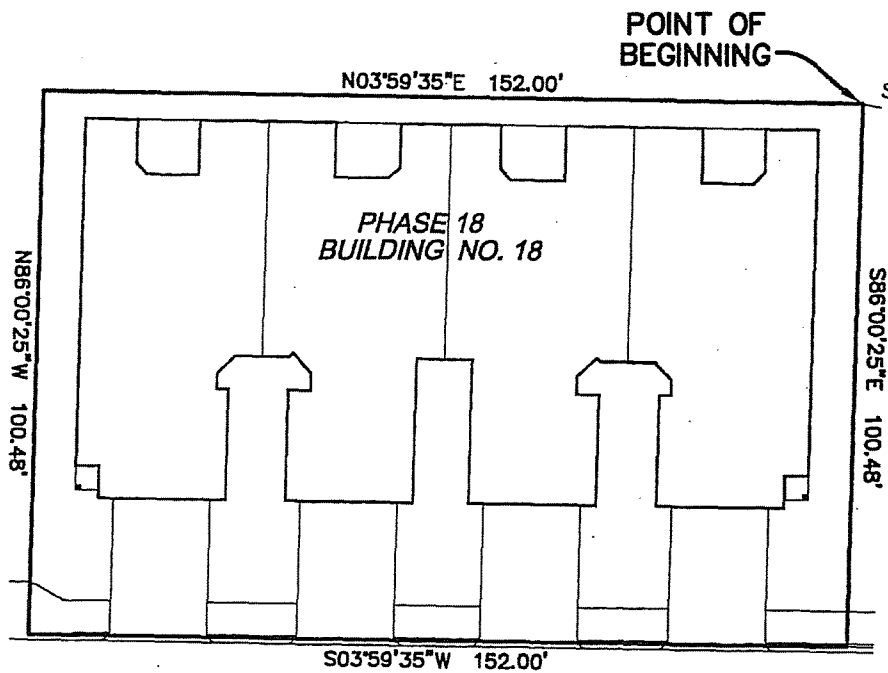
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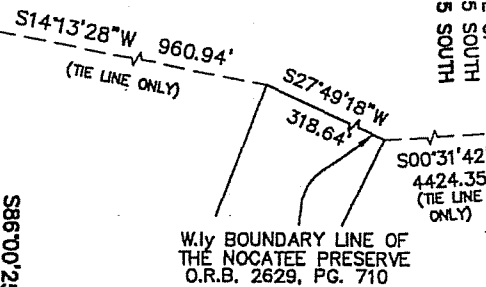
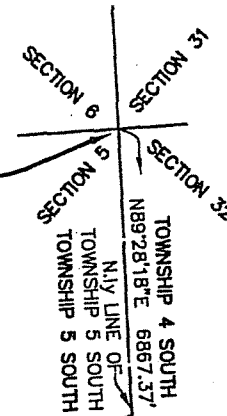
DATE APRIL 6, 2007

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CARRIAGE HOME CONDOMINIUM**

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

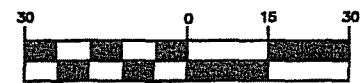


POINT OF REFERENCE
NW CORNER OF SECTION 5



SECTION 9

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE

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SHEET 40 OF 76
DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 18 - Building No. 18

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 14° 13' 28" West, departing said Westerly boundary line, 960.94 feet to the Point of Beginning.

From said Point of Beginning, thence South 86° 00' 25" East, 100.48 feet; thence South 03° 59' 35" West, 152.00 feet; thence North 86° 00' 25" West, 100.48 feet; thence North 03° 59' 35" East, 152.00 feet to the Point of Beginning.

Containing 15,273 square feet, more or less.



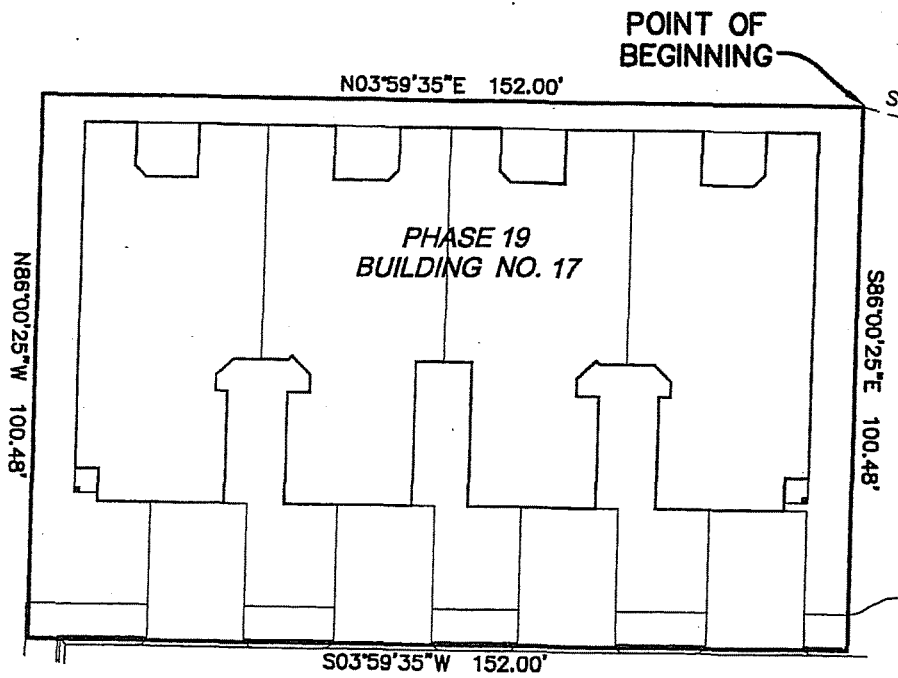
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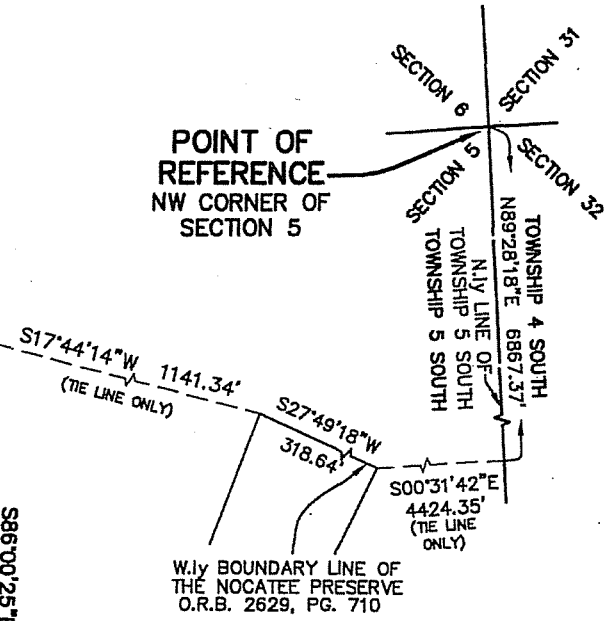
DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

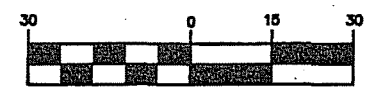


POINT OF REFERENCE
NW CORNER OF SECTION 5



SECTION 9

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE

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CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida

Phase 19 - Building No. 17

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 17° 44' 14" West, departing said Westerly boundary line, 1141.34 feet to the Point of Beginning.

From said Point of Beginning, thence South 86° 00' 25" East, 100.48 feet; thence South 03° 59' 35" West, 152.00 feet; thence North 86° 00' 25" West, 100.48 feet; thence North 03° 59' 35" East, 152.00 feet to the Point of Beginning.

Containing 15,273 square feet, more or less.



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DATE April 6, 2007

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CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 20 - Building No. 25

A portion of Section 63 of the F.P. Sanchez Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 05° 19' 47" West, departing said Westerly boundary line, 1153.85 feet to the Point of Beginning.

From said Point of Beginning, thence South 03° 59' 35" West, 118.00 feet; thence North 86° 00' 25" West, 82.00 feet; thence North 60° 38' 55" West, 39.58 feet; thence North 03° 59' 35" East, 89.61 feet to the point of curvature of a curve concave Easterly, having a radius of 29.00 feet; thence Northerly along the arc of said curve through a central angle of 23° 13' 11", an arc length of 11.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15° 36' 11" East, 11.67 feet; thence South 86° 00' 25" East, 115.42 feet to the Point of Beginning.

Containing 13,585 square feet, more or less.



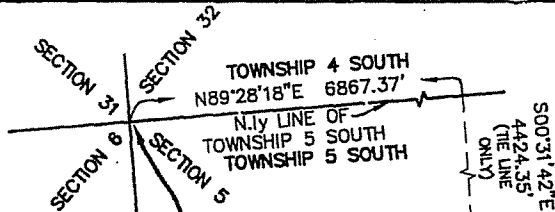
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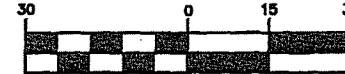
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A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



POINT OF REFERENCE
NW CORNER OF
SECTION 5

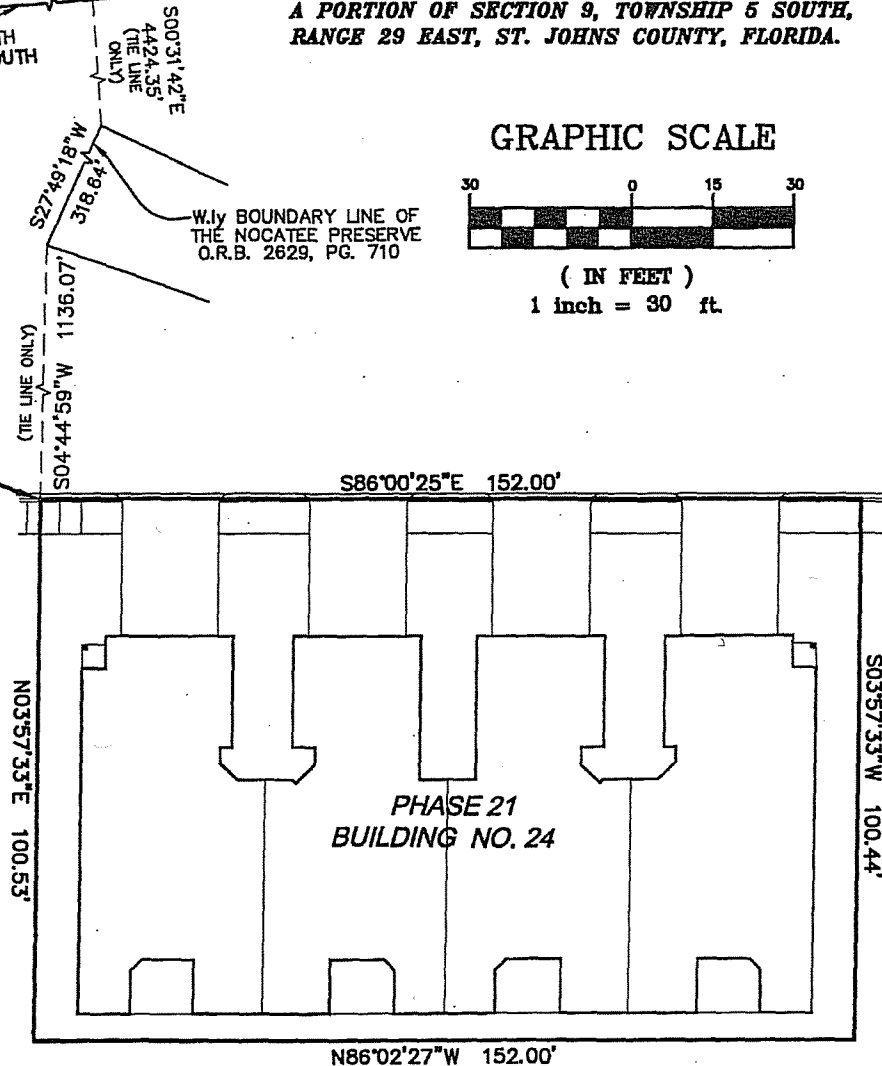
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



POINT OF BEGINNING



LEGEND

O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE

SECTION 9



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SHEET 46 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Phase 21 - Building No. 24

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 04° 44' 59" West, departing said Westerly boundary line, 1136.07 feet to the Point of Beginning.

From said Point of Beginning, thence South 86° 00' 25" East, 152.00 feet; thence South 03° 57' 33" West, 100.44 feet; thence North 86° 02' 27" West, 152.00 feet; thence North 03° 57' 33" East, 100.53 feet to the Point of Beginning.

Containing 15,273 square feet, more or less.

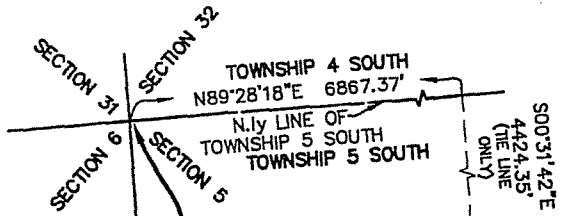


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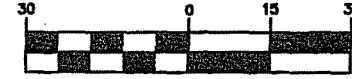
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A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

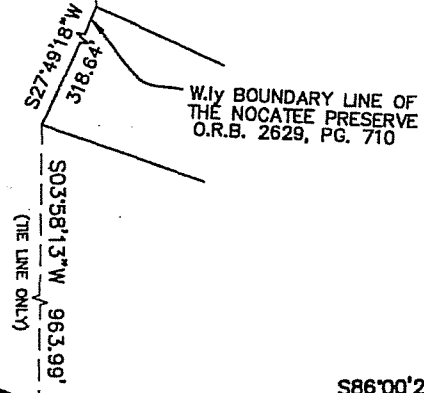


POINT OF REFERENCE
NW CORNER OF SECTION 5

GRAPHIC SCALE



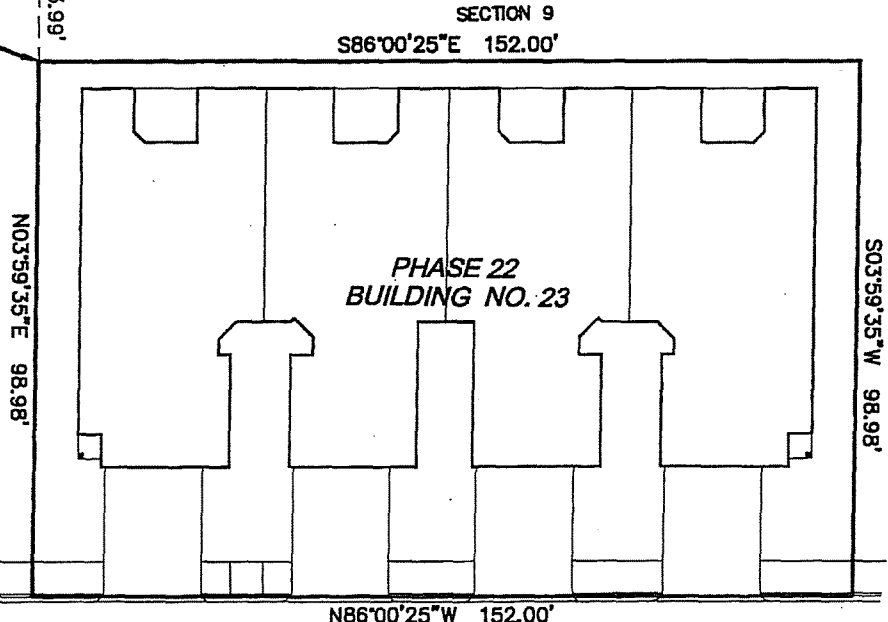
(IN FEET)
1 inch = 30 ft.



POINT OF BEGINNING

LEGEND

O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE



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SHEET 48 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

Phase 22 - Building No. 23

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 03° 58' 13" West, departing said Westerly boundary line, 963.99 feet to the Point of Beginning.

From said Point of Beginning, thence South 86° 00' 25" East, 152.00 feet; thence South 03° 59' 35" West, 98.98 feet; thence North 86° 00' 25" West, 152.00 feet; thence North 03° 59' 35" East, 98.98 feet to the Point of Beginning.

Containing 15,045 square feet, more or less.

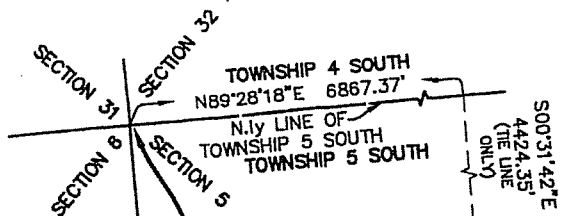


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A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



**POINT OF REFERENCE
NW CORNER OF
SECTION 5**

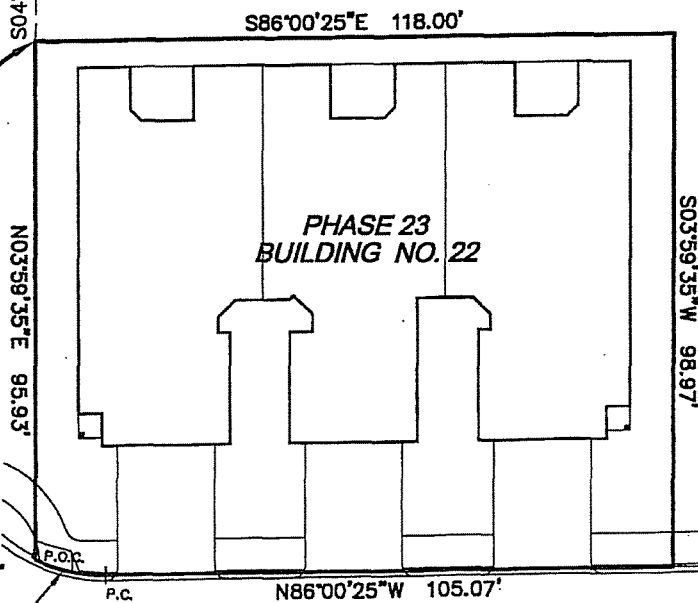
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



POINT OF BEGINNING



LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- P.G. PAGE
- P.O.C. POINT ON A CURVE
- P.C. POINT OF CURVATURE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE



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DATE April 6, 2007

Δ=26°28'34"
R=29.00'
L=13.40'
CB=N72°46'08"W
CH=13.28'

SHEET 50 OF 76

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 23 - Building No. 22

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $04^{\circ} 37' 26''$ West, departing said Westerly boundary line, 964.06 feet to the Point of Beginning.

From said Point of Beginning, thence South $86^{\circ} 00' 25''$ East, 118.00 feet; thence South $03^{\circ} 59' 35''$ West, 98.97 feet; thence North $86^{\circ} 00' 25''$ West, 105.07 feet to a point on a curve concave Northeasterly, having a radius of 29.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of $26^{\circ} 28' 34''$, an arc length of 13.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $72^{\circ} 46' 08''$ West, 13.28 feet; thence North $03^{\circ} 59' 35''$ East, 95.93 feet to the Point of Beginning.

Containing 11,665 square feet, more or less.



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DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 23 - Building No. 22

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 04° 37' 26" West, departing said Westerly boundary line, 964.06 feet to the Point of Beginning.

From said Point of Beginning, thence South 86° 00' 25" East, 118.00 feet; thence South 03° 59' 35" West, 98.97 feet; thence North 86° 00' 25" West, 105.07 feet to a point on a curve concave Northeasterly, having a radius of 29.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 26° 28' 34", an arc length of 13.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72° 46' 08" West, 13.28 feet; thence North 03° 59' 35" East, 95.93 feet to the Point of Beginning.

Containing 11,665 square feet, more or less.



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Certificate of Authorization No.: LB 3624

DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 24 - Building No. 21

A portion of Section 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North $89^{\circ} 28' 18''$ East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South $00^{\circ} 31' 42''$ East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South $27^{\circ} 49' 18''$ West, along said Westerly boundary line, 318.64 feet; thence South $07^{\circ} 14' 56''$ West, departing said Westerly boundary line, 801.37 feet to the Point of Beginning.

From said Point of Beginning, thence South $04^{\circ} 01' 49''$ West, 152.00 feet; thence North $85^{\circ} 58' 11''$ West, 99.08 feet; thence North $03^{\circ} 59' 35''$ East, 128.22 feet to the point of curvature of a curve concave Southwesterly, having a radius of 51.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of $21^{\circ} 10' 26''$, an arc length of 18.85 feet to a point on a curve, said arc being subtended by a chord bearing and distance of North $06^{\circ} 35' 37''$ West, 18.74 feet; thence North $72^{\circ} 49' 10''$ East, 14.82 feet; thence South $85^{\circ} 58' 11''$ East, 88.80 feet to the Point of Beginning.

Containing 15,069 square feet, more or less.

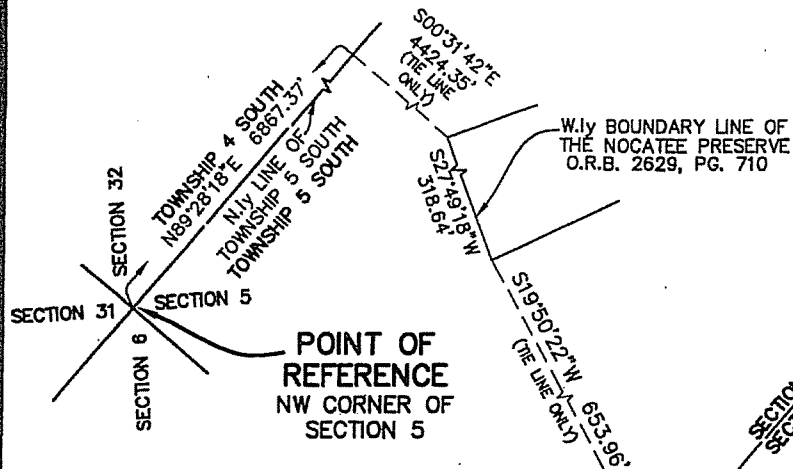


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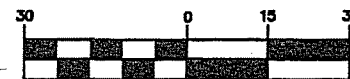
14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE April 6, 2007

**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**
A PORTION OF SECTIONS 4 AND 9, TOWNSHIP 5 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- P.G. PAGE
- P.O.C. POINT ON A CURVE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE

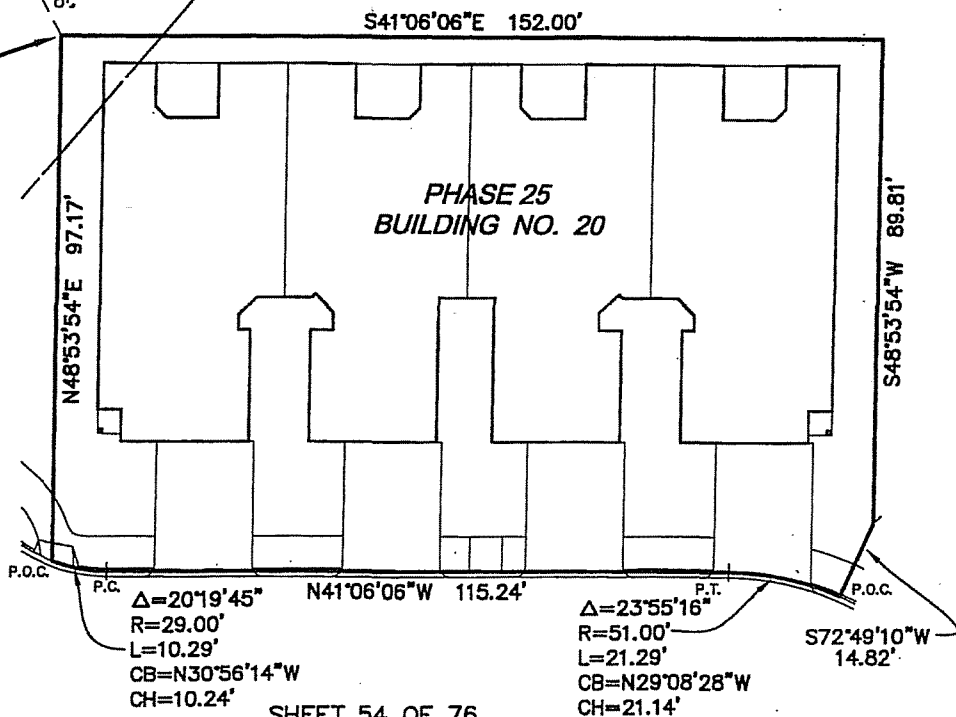


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DATE April 6, 2007



**RIVERWOOD By Del Webb
CARRIAGE HOME CONDOMINIUM**

St. Johns County, Florida

Phase 25 - Building No. 20

A portion of Sections 4 and 9, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 5, said Township 5 South, Range 29 East, thence North 89° 28' 18" East, along the Northerly line of said Township 5 South, 6867.37 feet; thence South 00° 31' 42" East, departing said Northerly line, 4424.35 feet to a point lying on the Westerly boundary line of the Nocatee Preserve as described and recorded in Official Records Book 2629, page 710 of the public records of said county; thence South 27° 49' 18" West, along said Westerly boundary line, 318.64 feet; thence South 19° 50' 22" West, departing said Westerly boundary line, 653.96 feet to the Point of Beginning.

From said Point of Beginning, thence South 41° 06' 06" East, 152.00 feet; thence South 48° 53' 54" West, 89.81 feet; thence South 72° 49' 10" West, 14.82 feet to a point on a curve concave Southwesterly, having a radius of 51.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 23° 55' 16", an arc length of 21.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29° 08' 28" West, 21.14 feet; thence North 41° 06' 06" West, 115.24 feet to the point of curvature of a curve concave Southeasterly, having a radius of 29.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 20° 19' 45", an arc length of 10.29 feet to the point on said curve, said arc being subtended by a chord bearing and distance of North 30° 56' 14" West, 10.24 feet; thence North 48° 53' 54" East, 97.17 feet to the Point of Beginning.

Containing 15,053 square feet, more or less.



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Certificate of Authorization No.: LB 3624

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

BUILDING #7

- 7A 7F
- 7B 7G
- 7C 7H
- 7D 7I
- 7E 7J

BUILDING #9

- 9A 9F
- 9B 9G
- 9C 9H
- 9D 9I
- 9E 9J

BUILDING #10

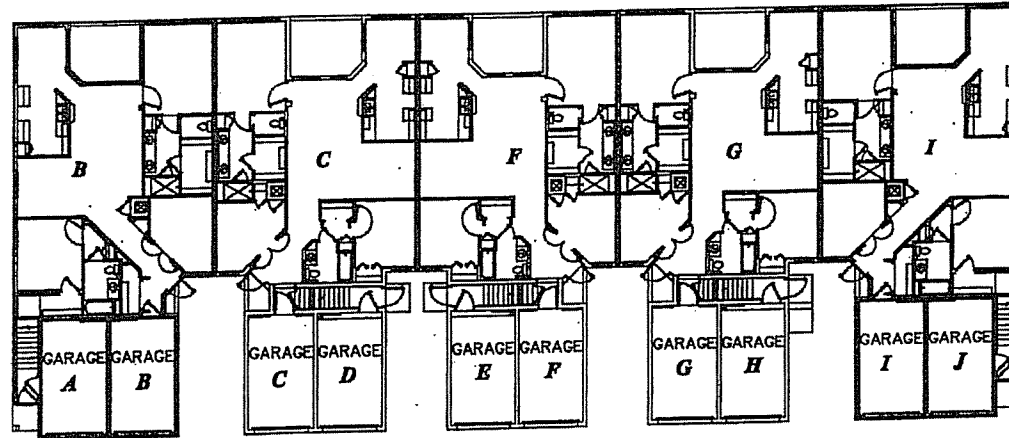
- 10A 10F
- 10B 10G
- 10C 10H
- 10D 10I
- 10E 10J

BUILDING #12

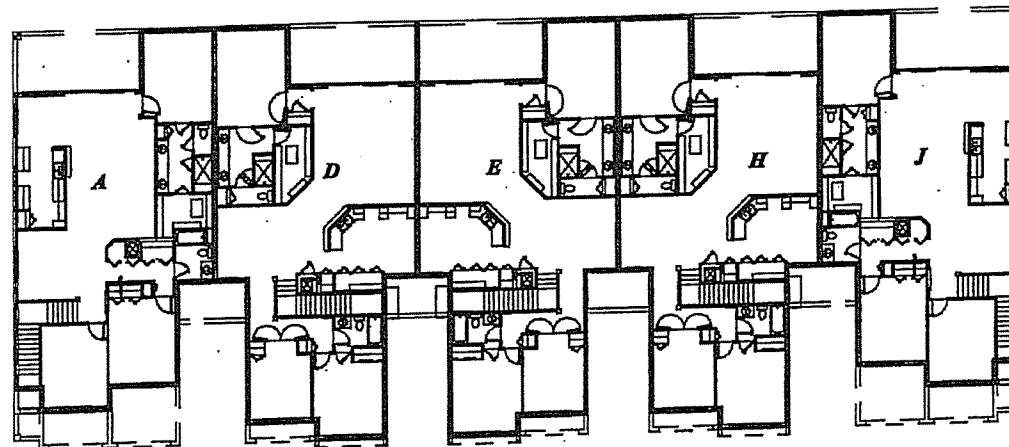
- 12A 12F
- 12B 12G
- 12C 12H
- 12D 12I
- 12E 12J

BUILDING #13

- 13A 13F
- 13B 13G
- 13C 13H
- 13D 13I
- 13E 13J



FIRST FLOOR



SECOND FLOOR

Carriage Homes
10-Unit Building
UNIT ASSIGNMENT
NOT TO SCALE



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DATE April 6, 2007

SHEET 57 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

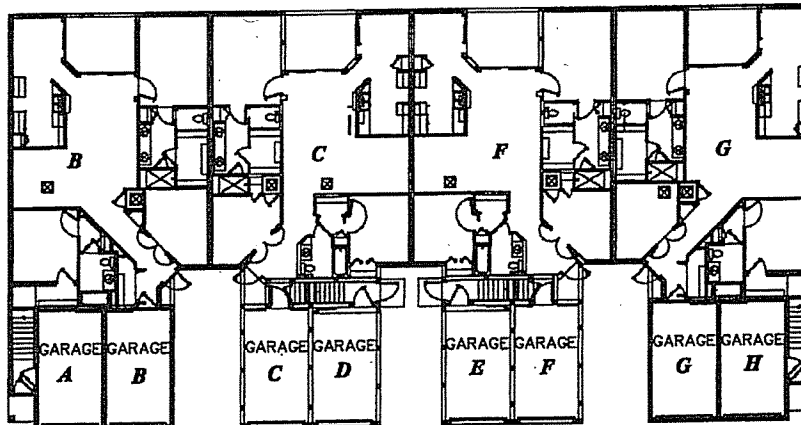
St. Johns County, Florida

- | | | | |
|--------------------|--------------------|--------------------|---------------------|
| BUILDING #1 | BUILDING #3 | BUILDING #8 | BUILDING #11 |
| 1A | 3A | 8A | 11A |
| 1B | 3B | 8B | 11B |
| 1C | 3C | 8C | 11C |
| 1D | 3D | 8D | 11D |
| 1E | 3E | 8E | 11E |
| 1F | 3F | 8F | 11F |
| 1G | 3G | 8G | 11G |
| 1H | 3H | 8H | 11H |

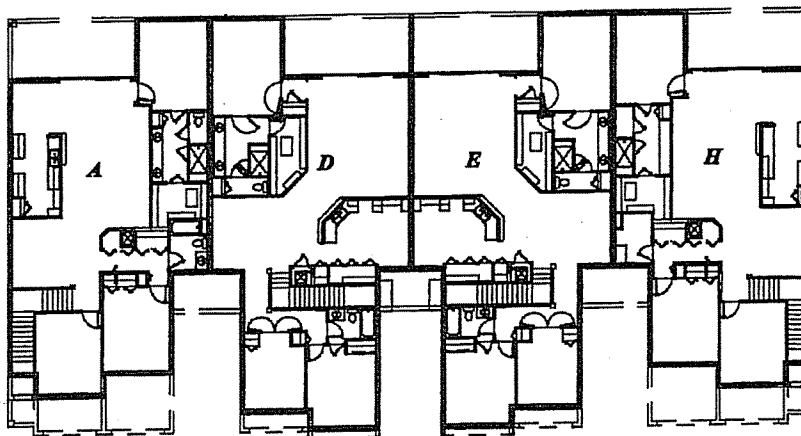
- | | | | |
|---------------------|---------------------|---------------------|---------------------|
| BUILDING #15 | BUILDING #16 | BUILDING #17 | BUILDING #18 |
| 15A | 16A | 17A | 18A |
| 15B | 16B | 17B | 18B |
| 15C | 16C | 17C | 18C |
| 15D | 16D | 17D | 18D |
| 15E | 16E | 17E | 18E |
| 15F | 16F | 17F | 18F |
| 15G | 16G | 17G | 18G |
| 15H | 16H | 17H | 18H |

- | | | | |
|---------------------|---------------------|---------------------|---------------------|
| BUILDING #19 | BUILDING #20 | BUILDING #21 | BUILDING #23 |
| 19A | 20A | 21A | 23A |
| 19B | 20B | 21B | 23B |
| 19C | 20C | 21C | 23C |
| 19D | 20D | 21D | 23D |
| 19E | 20E | 21E | 23E |
| 19F | 20F | 21F | 23F |
| 19G | 20G | 21G | 23G |
| 19H | 20H | 21H | 23H |

- BUILDING #24**
- 24A
 - 24B
 - 24C
 - 24D
 - 24E
 - 24F
 - 24G
 - 24H



FIRST FLOOR



SECOND FLOOR



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Carriage Homes
8-Unit Building
UNIT ASSIGNMENT
NOT TO SCALE

DATE April 6, 2007

SHEET 58 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

BUILDING #2

- 2A
- 2B
- 2C
- 2D
- 2E
- 2F

BUILDING #5

- 5A
- 5B
- 5C
- 5D
- 5E
- 5F

BUILDING #8

- 6A
- 6B
- 6C
- 6D
- 6E
- 6F

BUILDING #14

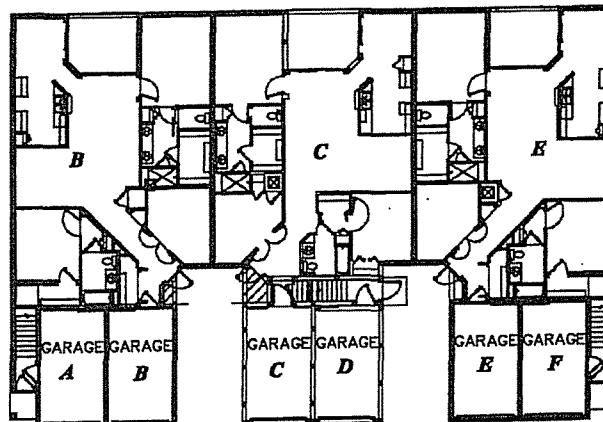
- 14A
- 14B
- 14C
- 14D
- 14E
- 14F

BUILDING #22

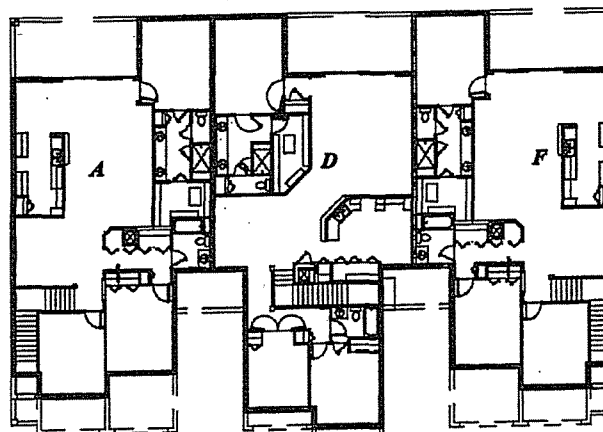
- 22A
- 22B
- 22C
- 22D
- 22E
- 22F

BUILDING #25

- 25A
- 25B
- 25C
- 25D
- 25E
- 25F



FIRST FLOOR



SECOND FLOOR



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Carriage Homes
6-Unit Building
UNIT ASSIGNMENT
NOT TO SCALE

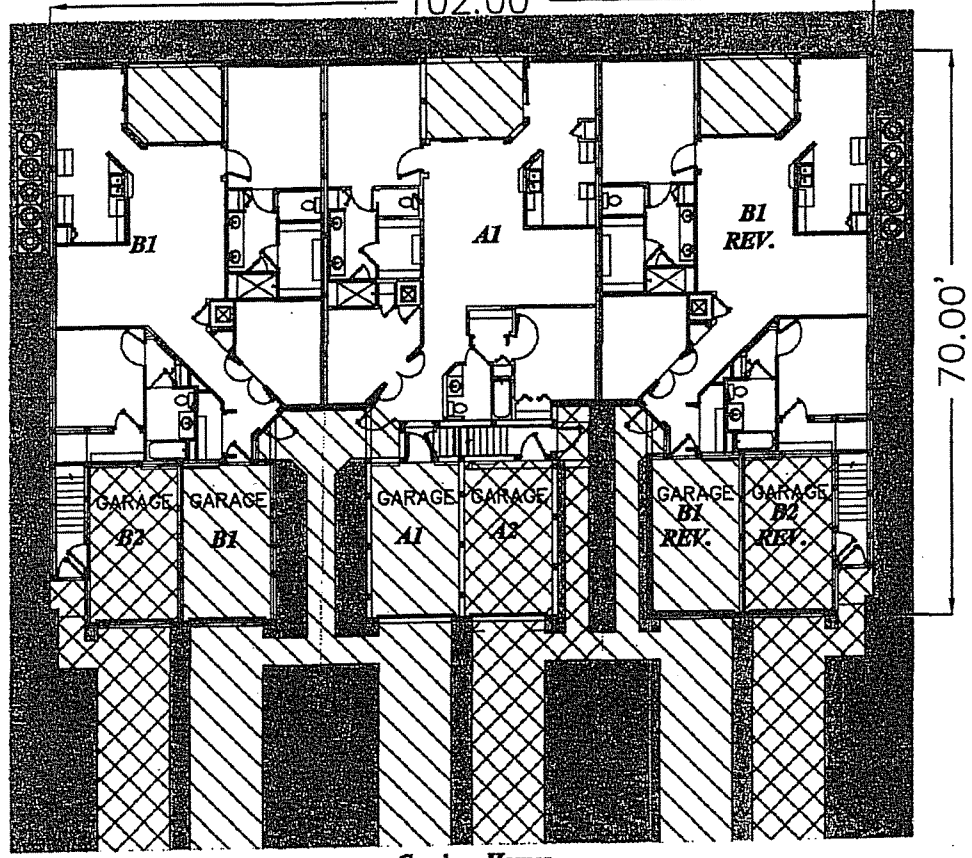
DATE April 6, 2007

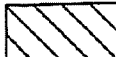
SHEET 59 OF 76


RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

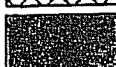
St. Johns County, Florida

BUILDING REAR
102.00'



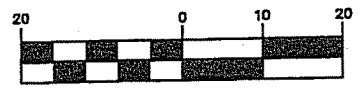
 LCE For 1st Floor Unit

 LCE For 2nd Floor Unit

 Common Element

Carriage Homes
6-Unit Building - First Floor

NOTE:
ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



(IN FEET)
1 inch = 20 ft.



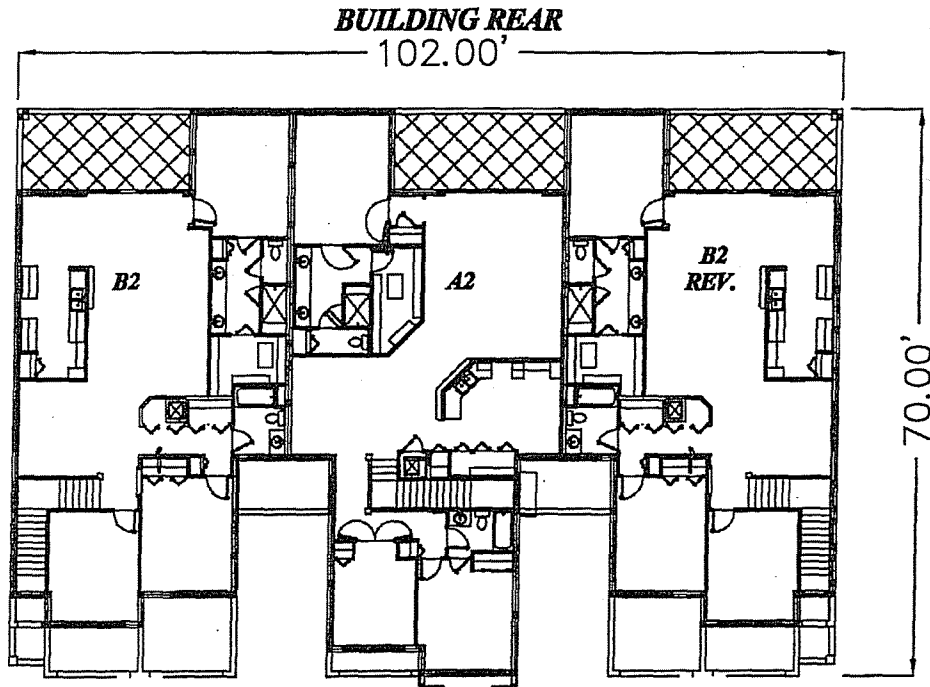
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DATE April 6, 2007




2

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

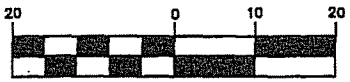
St. Johns County, Florida



Carriage Homes
6-Unit Building - Second Floor

-  LCE For 1st Floor Unit
-  LCE For 2nd Floor Unit
-  Common Element

NOTE:
ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



(IN FEET)
1 inch = 20 ft.

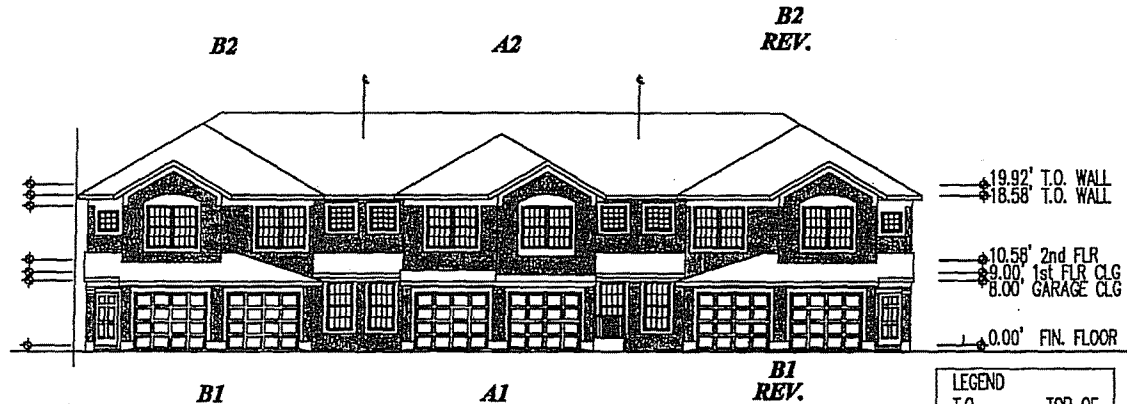


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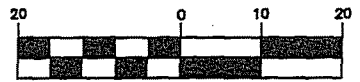
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida



Carriage Homes
6-Unit Building - Front Elevation

LEGEND	
T.O.	TOP OF
FLR	FLOOR
CLG	CEILING
FIN.	FINISH



(IN FEET)
1 inch = 20 ft.

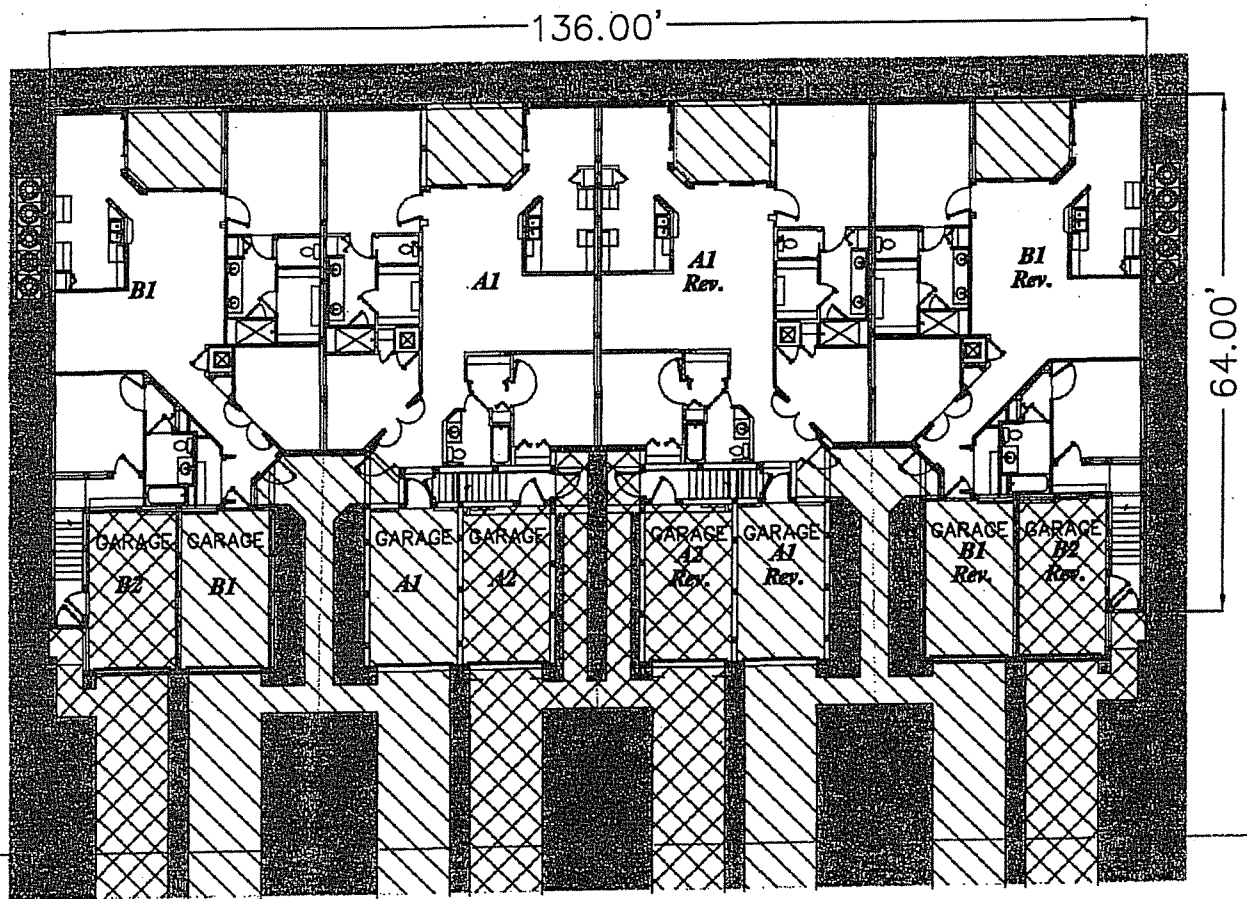



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DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida
BUILDING REAR



 LCE For 1st Floor Unit

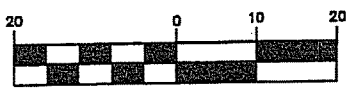
 LCE For 2nd Floor Unit

 Common Element

SHEET 63 OF 76

Carriage Homes 8-Unit Building - First Floor

NOTE:
ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



(IN FEET)
1 inch = 20 ft.



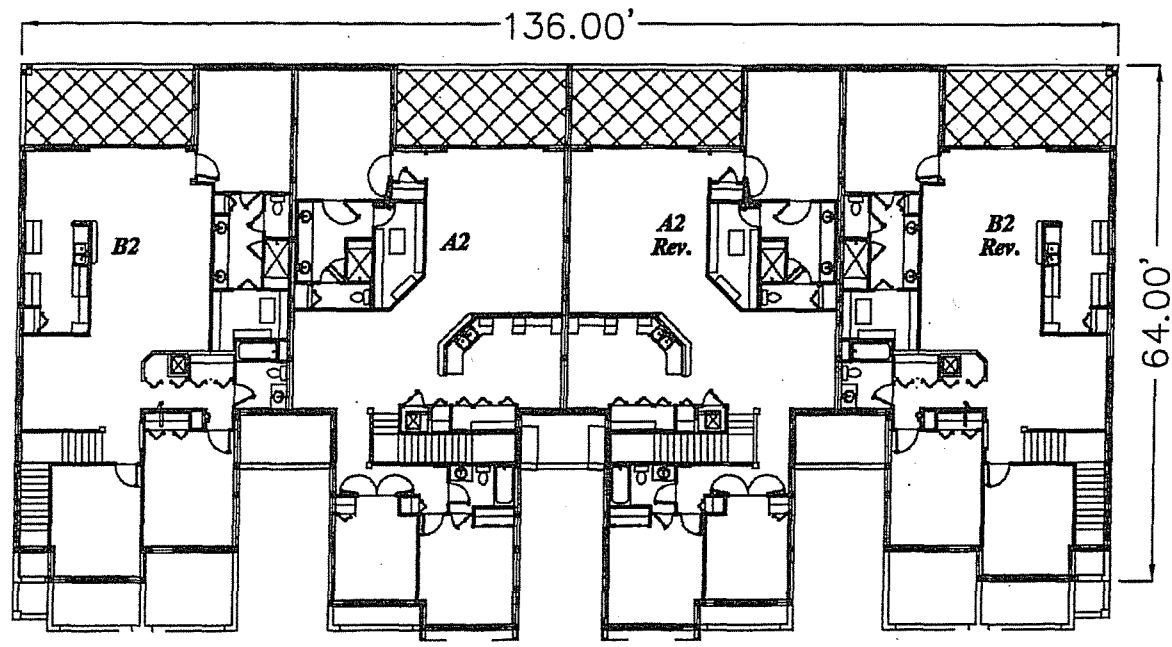
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DATE April 6, 2007



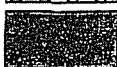
RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

St. Johns County, Florida

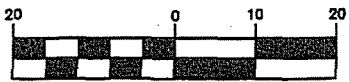
BUILDING REAR



Carriage Homes
8-Unit Building - Second Floor

-  LCE For 1st Floor Unit
-  LCE For 2nd Floor Unit
-  Common Element

NOTE:
ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



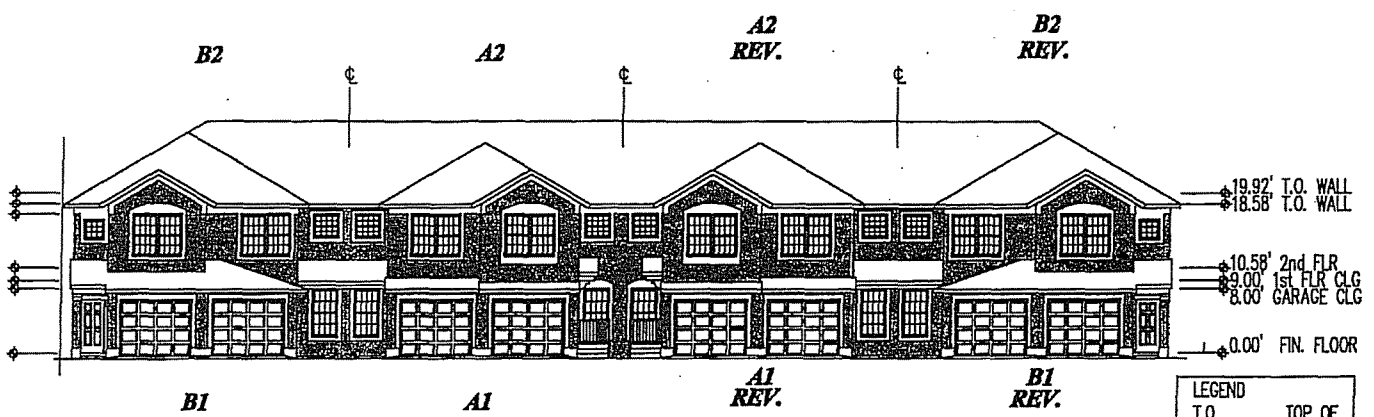
(IN FEET)
1 inch = 20 ft.



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St. Johns County, Florida.



B1

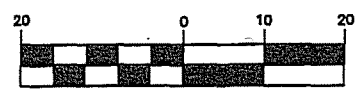
A1

**A1
REV.**

**B1
REV.**

Carriage Homes
8-Unit Building - Front Elevation

LEGEND	
T.O.	TOP OF
FLR	FLOOR
CLG	CEILING
FIN.	FINISH



(IN FEET)
 1 inch = 20 ft.



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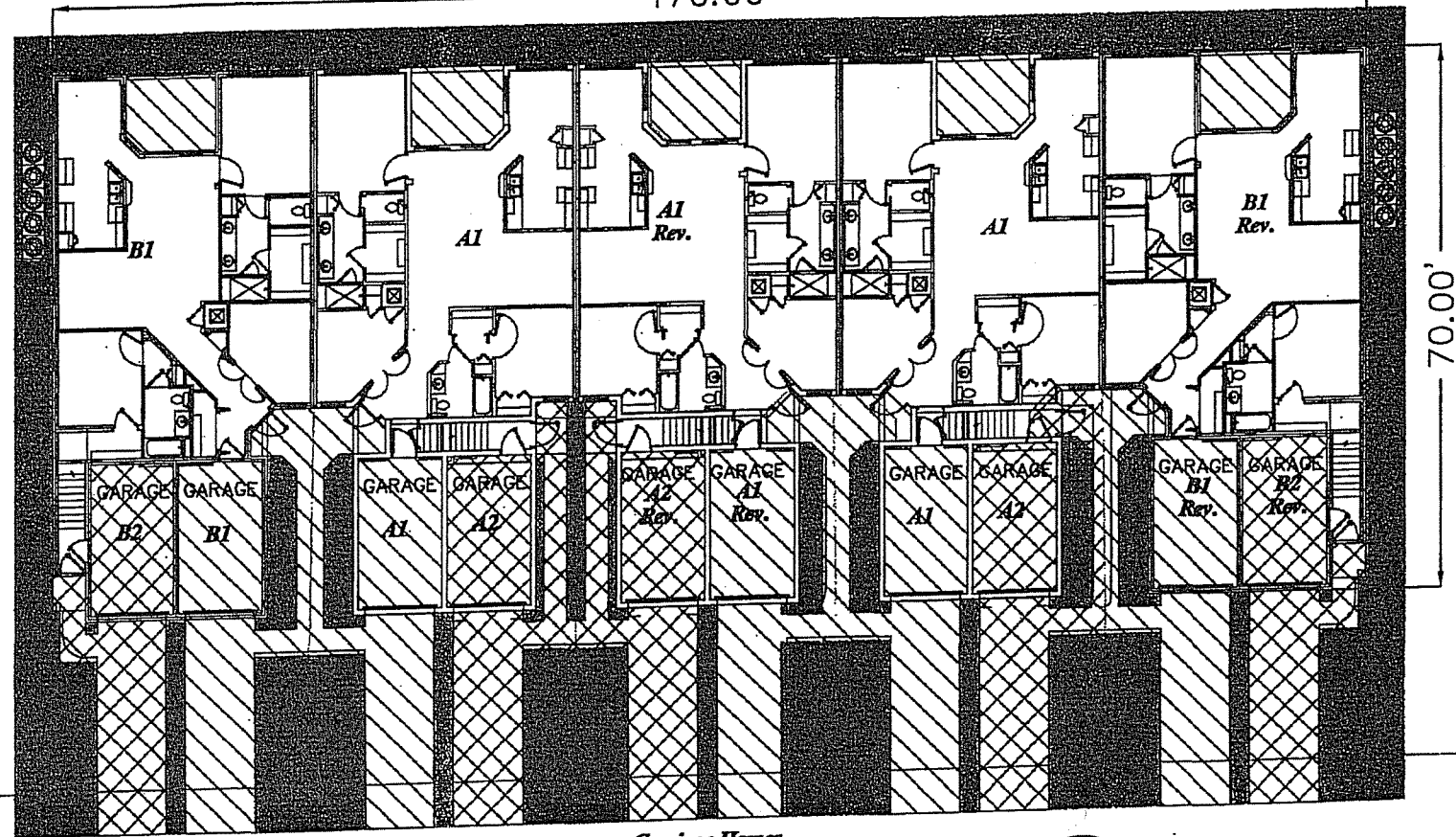
DATE April 6, 2007

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St. Johns County, Florida

BUILDING REAR

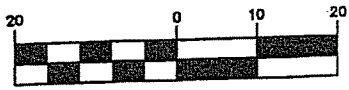
170.00'



Carriage Homes
10-Unit Building - First Floor

 **LCE For 1st Floor Unit**
 **LCE For 2nd Floor Unit**
 **Common Element**

NOTE:
ENTRYWAYS, BALCONIES,
PATIOS, AND AIR
CONDITIONER UNITS ARE
LIMITED COMMON ELEMENTS.



(IN FEET)
1 inch = 20 ft.



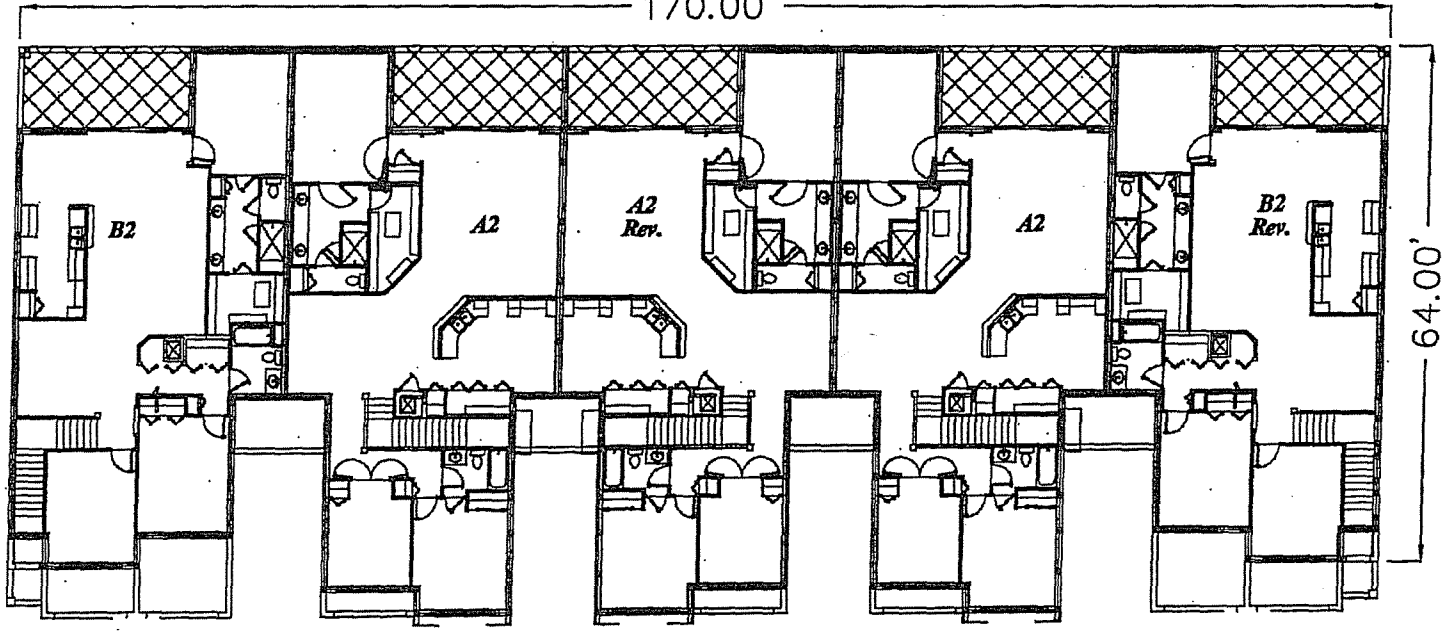
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 St. Johns County, Florida

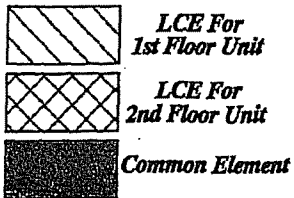
BUILDING REAR

170.00'

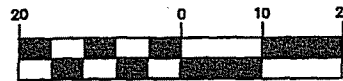


64.00'

Carriage Homes
 10-Unit Building - Second Floor



NOTE:
 ENTRYWAYS, BALCONIES,
 PATIOS, AND AIR
 CONDITIONER UNITS ARE
 LIMITED COMMON ELEMENTS.



(IN FEET)

1 inch = 20 ft.



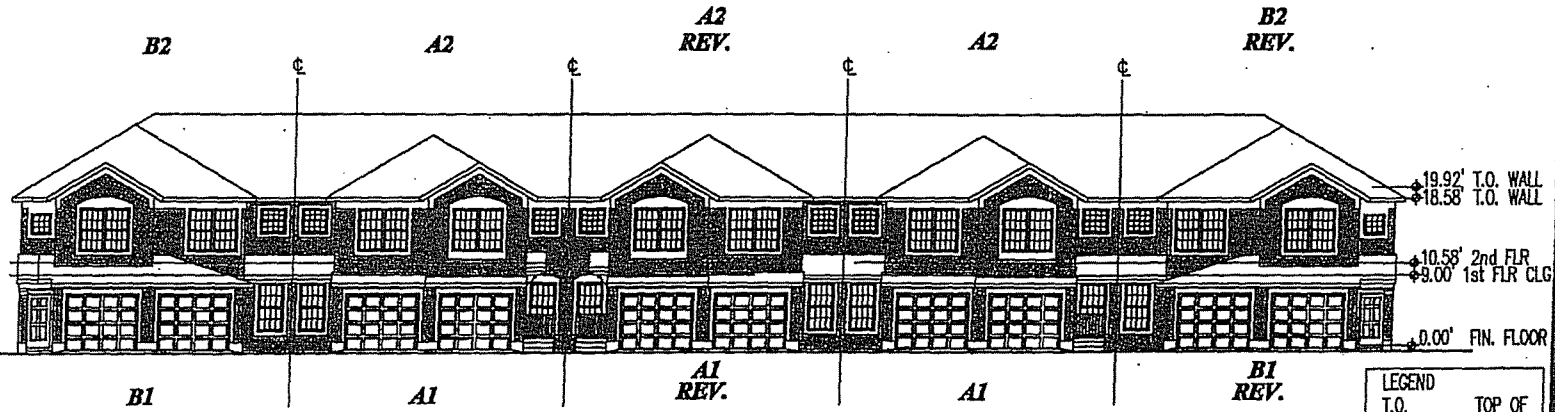
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St. Johns County, Florida



LEGEND	
T.O.	TOP OF
FLR	FLOOR
CLG	CEILING
FIN.	FINISH

Carriage Homes
10-Unit Building - Front Elevation



(IN FEET)

1 inch = 20 ft.



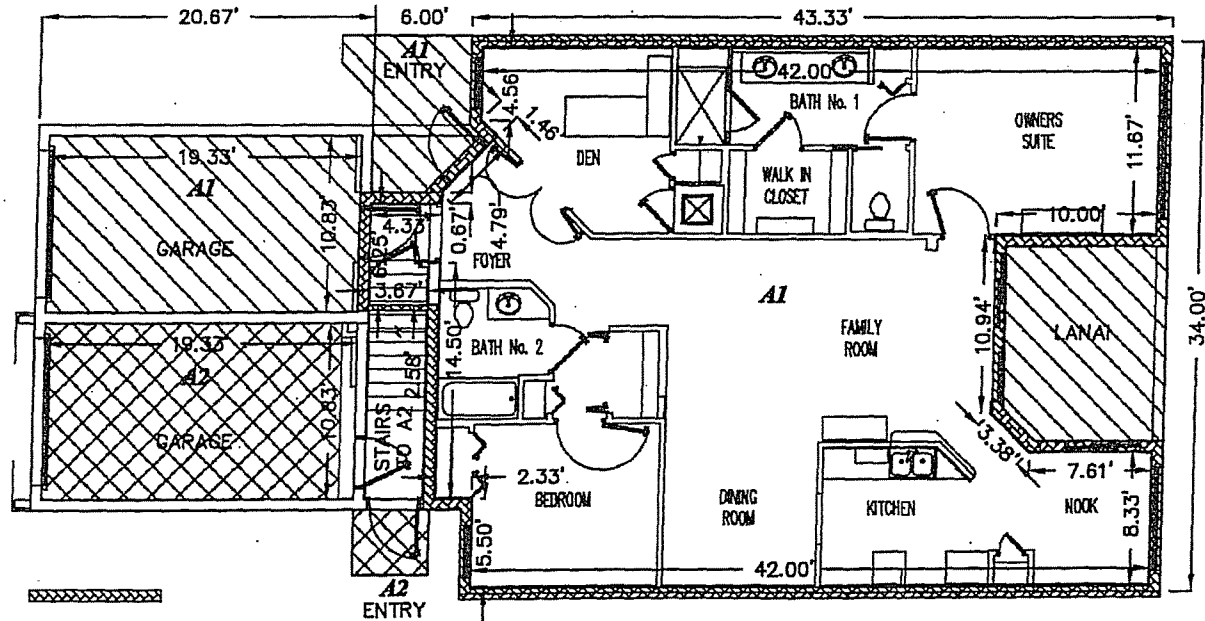
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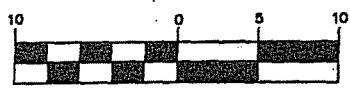
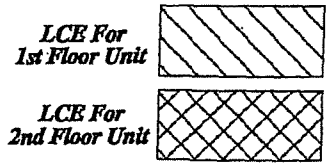
DATE April 6, 2007

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida



BUILDING REAR

INDICATES UNIT BOUNDARY
 NOTE: ALL AIR CONDITIONER UNITS,
 LANAIS AND BALCONIES ARE LIMITED
 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



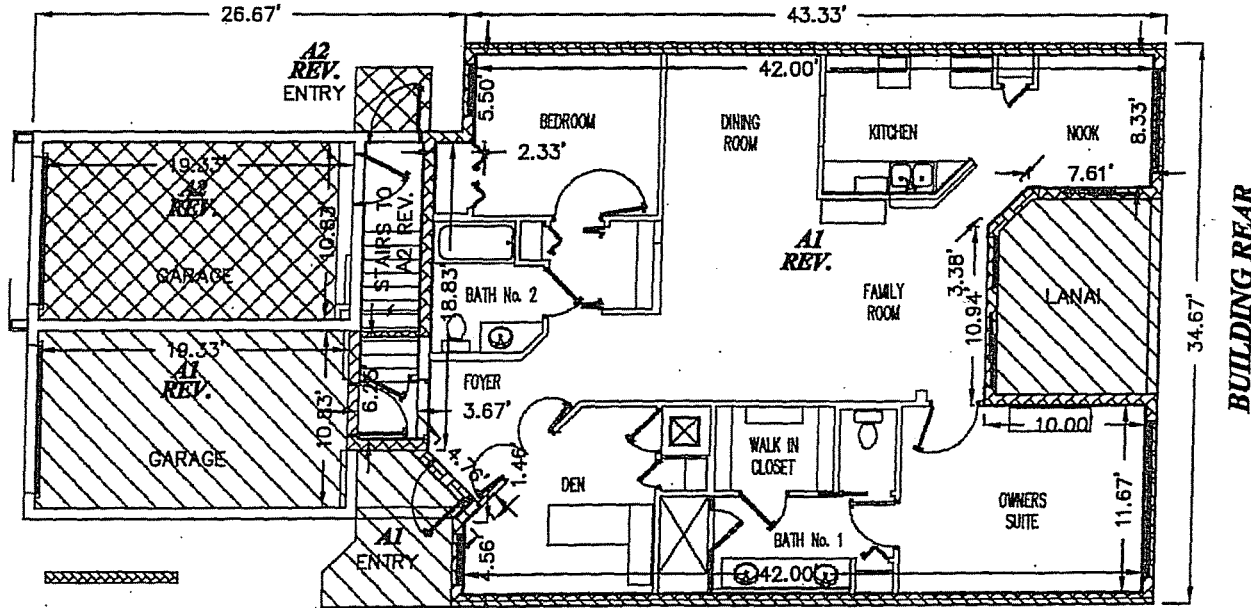
(IN FEET)
 1 inch = 10 ft.

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RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM

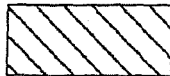
St. Johns County, Florida



INDICATES UNIT BOUNDARY

NOTE: ALL AIR CONDITIONER UNITS, LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

LCE For 1st Floor Unit



LCE For 2nd Floor Unit



(IN FEET)

1 inch = 10 ft.



Robert M. Angas Associates, inc.

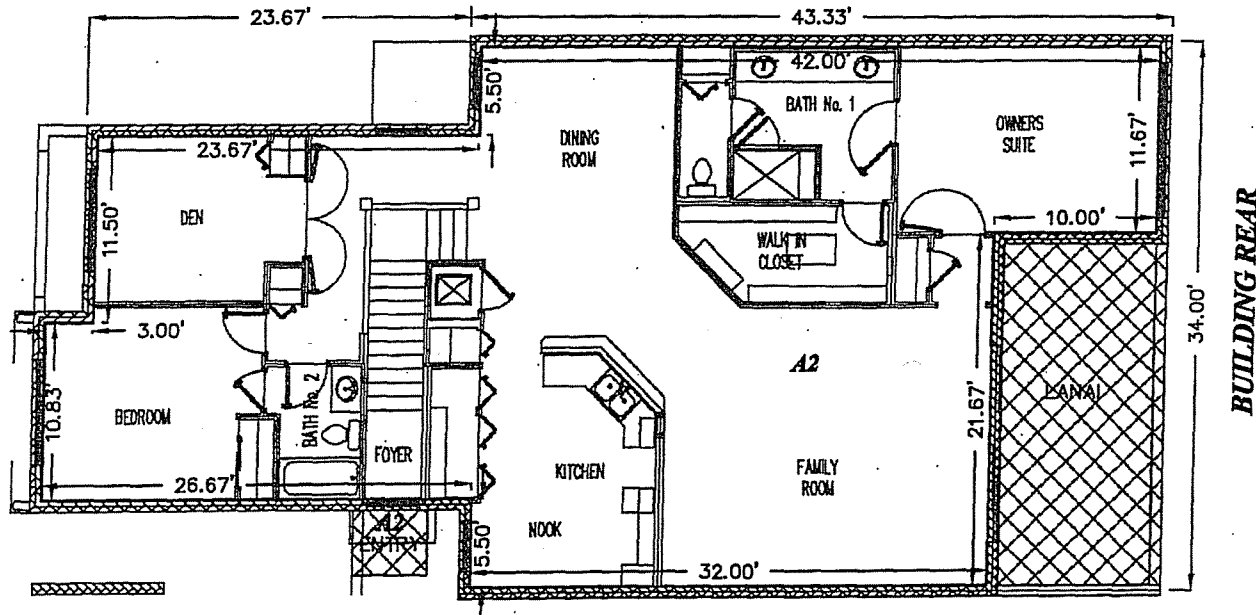
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DATE April 6, 2007

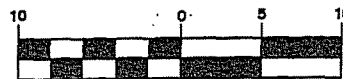
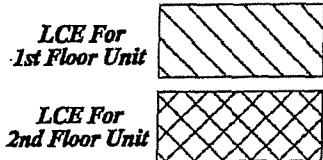
SHEET 70 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida



INDICATES UNIT BOUNDARY

NOTE: ALL AIR CONDITIONER UNITS,
 LANAIS AND BALCONIES ARE LIMITED
 COMMON ELEMENTS, AND ARE INDICATED
 WITH THE FOLLOWING SHADING:



(IN FEET)
 1 inch = 10 ft.

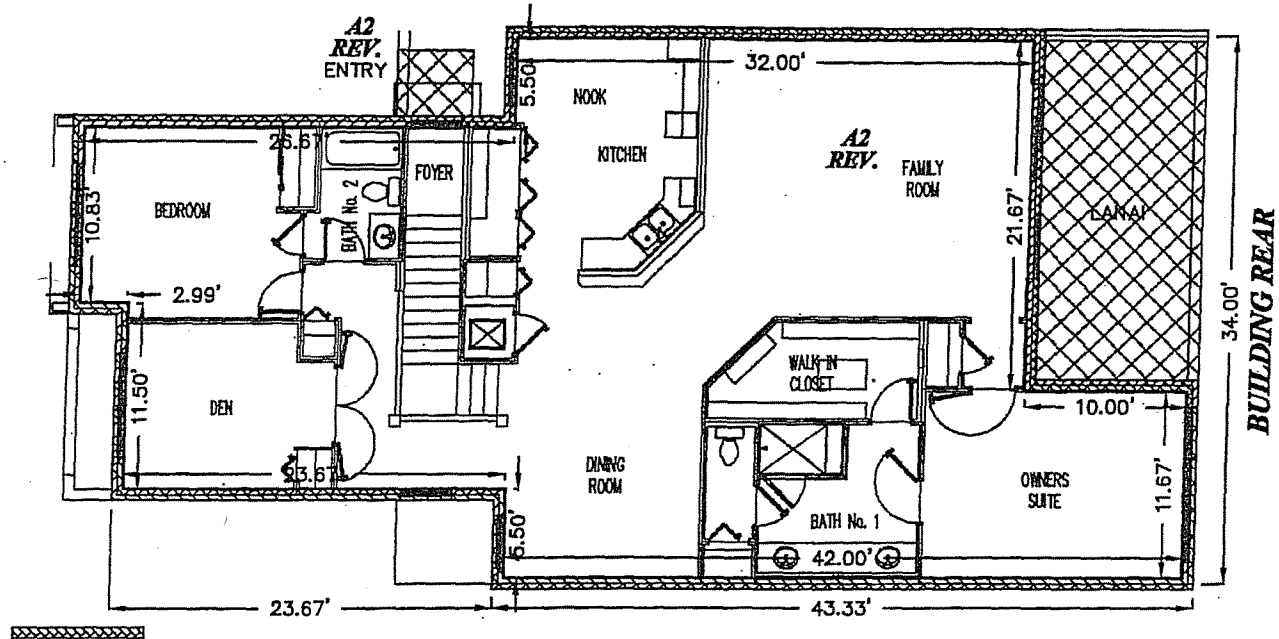


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 14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
 Certificate of Authorization No.: LB 3624

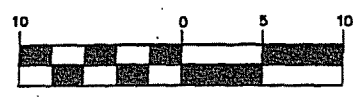
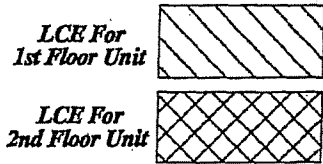
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SHEET 71 OF 76


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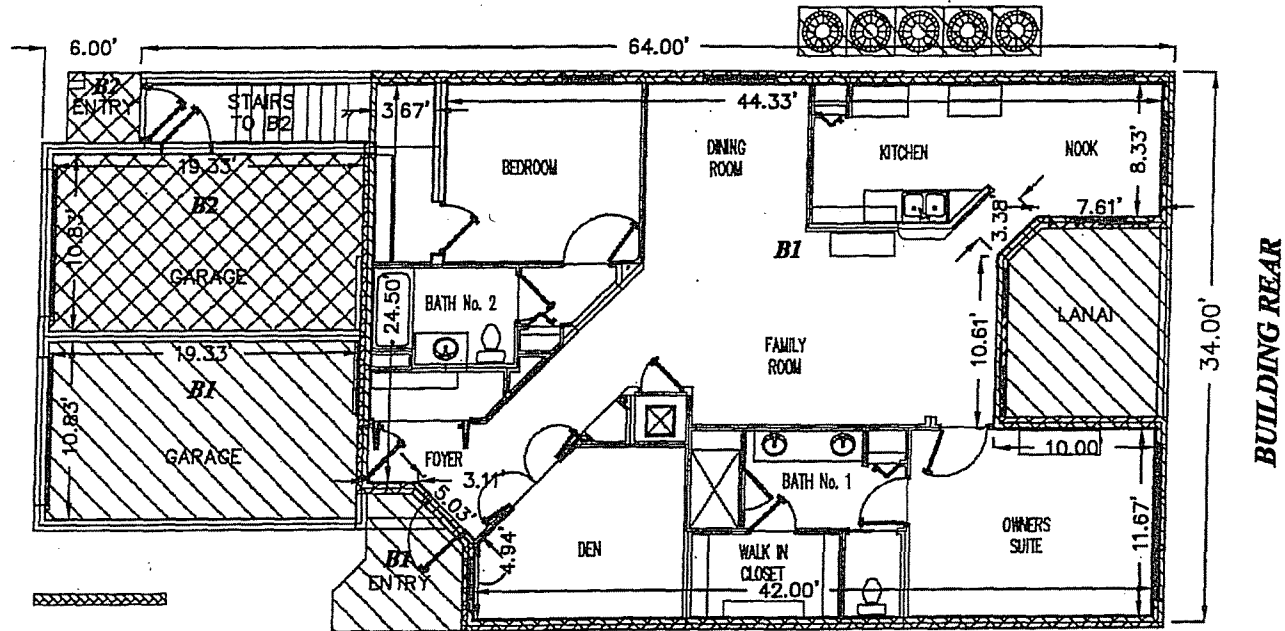


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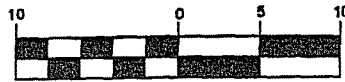
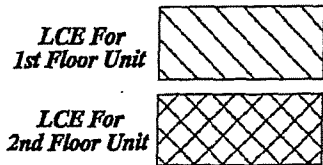

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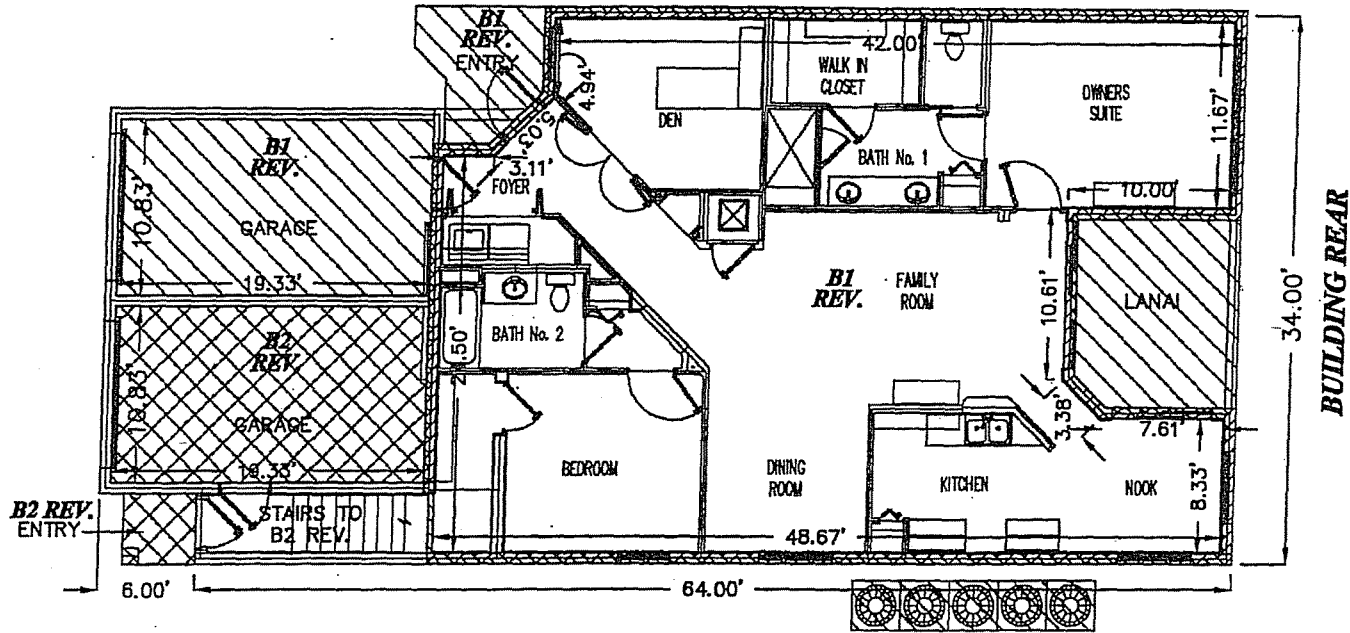
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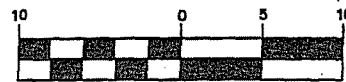
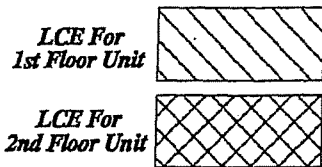
DATE April 6, 2007

SHEET 73 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
 St. Johns County, Florida



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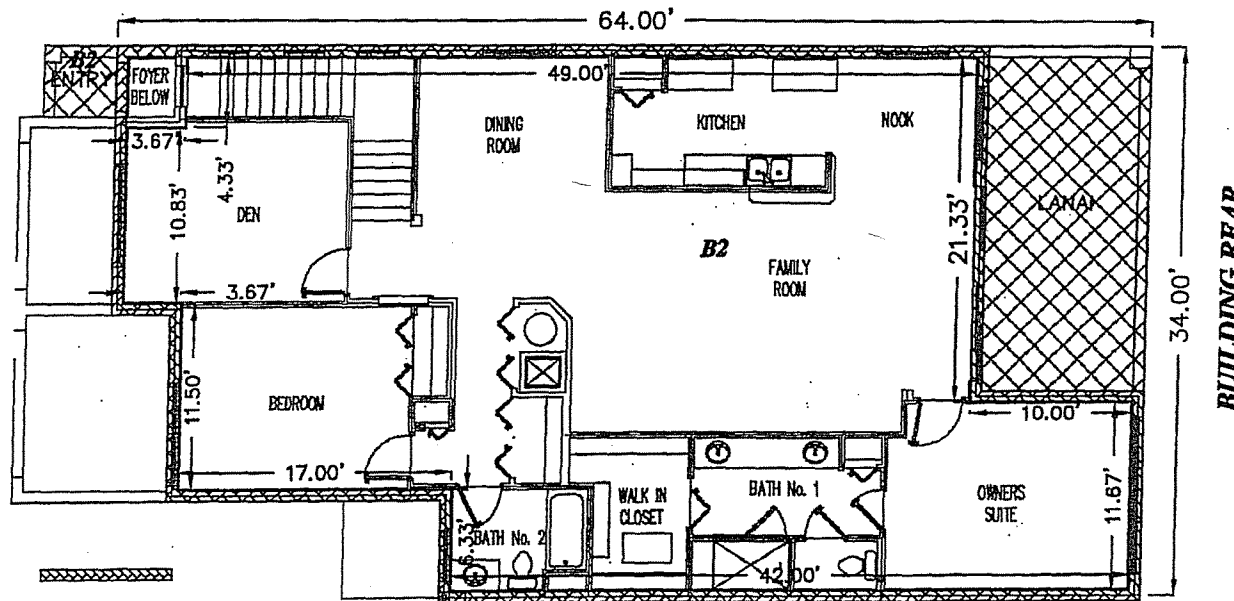


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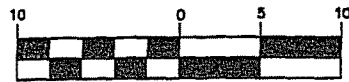
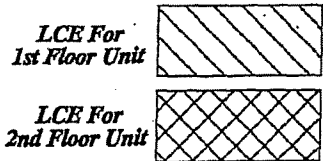
SHEET 74 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
St. Johns County, Florida



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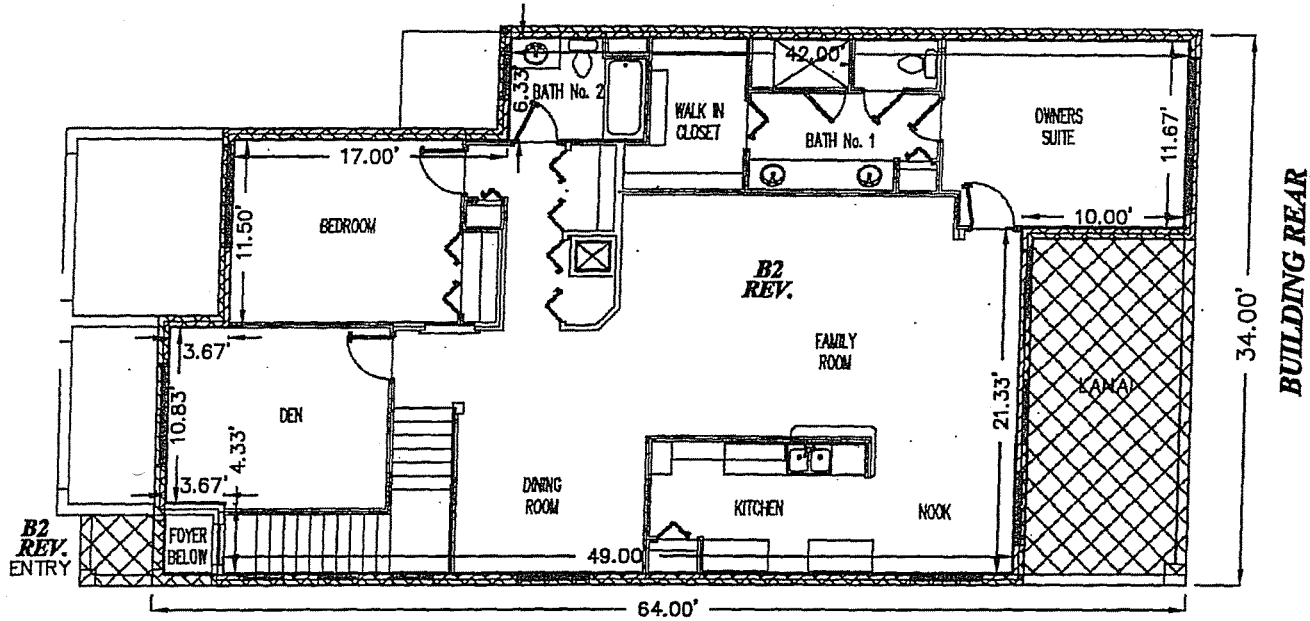
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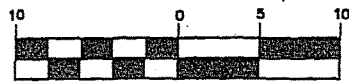
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SHEET 75 OF 76

RIVERWOOD By Del Webb CARRIAGE HOME CONDOMINIUM
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DATE April 6, 2007

The foregoing described property is subject to the following:

1. Taxes and assessments for the year 200__ and subsequent years.
2. Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded on June 26, 2007, in Official Records Book 2940, page 44, of the current public records of St. Johns County, Florida.
3. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.
4. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
5. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.
6. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
7. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
8. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
9. Resolution establishing Oak Hammock Village Master PUD Development Plan as set out in instrument recorded in Official Records Book 2381, page 1471, in the public records of St. Johns County, Florida.
10. Special Warranty Deed from Sonoc Company, LLC to Pulte Home Corporation, dated October 31, 2005 and recorded on November 4, 2005 in Official Records Book 2576, page 76, in the public records of St. Johns County, Florida.
11. Restrictions and easements as shown in the Riverwood Phase 1 subdivision plat, recorded at Plat Book 60, pages 87 – 120, of the public records of St. Johns County, Florida.
12. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on February 21, 2006 in Official Records Book 2647, page 636, in the public records of St. Johns County, Florida.
13. Pulte Home Corporation Power of Attorney and Grant of Agency, recorded on March 31, 2006 in Official Records Book 2674, page 1041, in the public records of St. Johns County, Florida.

14. First Amendment to Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on March 31, 2006 in Official Records Book 2674, page 1283, in the public records of St. Johns County, Florida.
15. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.
16. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.
17. Cost Sharing Agreement between Tolomato Community Development District and Pulte Home Corporation, recorded on February 20, 2007 in Official Records Book 2869, page 978 of the public records of St. Johns County, Florida.
18. Any matters shown on that certain survey of the Property prepared by Robert M. Angas Associates, Inc. dated April 27, 2005 under Work Order No. 05-056.00, File No. 118A-19, as revised.

Attached hereto is the plot plan of the Condominium Property, depicting Phase 2 through Phase 25.

No improvements are completed. See Surveyor's Certificate.

The attached Unit Plans and Floor Plans depict the improvements to be constructed in Phase 2 through Phase 25 of the Condominium.

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EXHIBIT B

**FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS**

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Unit Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for all Units in Phase 1 are 1/10.