

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR
CROSSROADS

89 19922

THIS DECLARATION, is made this 27 day of June 1989, by CROSSROADS PLANTATION, a Florida general partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be acquired, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, limitations, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the real property described on Exhibit "B" attached hereto, which real property may be added to the Property by Supplemental Declaration, and which Additional Property shall then be included in the term "Property". Provided, however, the Additional Property shall not include any portion of the Exhibit "B" real property which is designated "Commercial" on the PUD for such property.

(b) "AC" shall mean and refer to the Architectural Committee, as provided in Article VII hereof, which shall consist of at least three members who shall be appointed by the Board of Directors.

(c) "Master Association" shall mean and refer to Crossroads Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Master Association shall be referred to as the "Master Association Articles of Incorporation" and the "Master Association Bylaws" respectively. The Master Association shall own the Common Areas and shall be responsible for the operation, maintenance, repair and replacement of improvements within the Common Areas.

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

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

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

(g) "Common Area" or "Common Areas" shall mean and refer to all property interests now or hereafter owned by the Master Association which are intended for the common use and enjoyment of the Owners. The Common Areas shall include, without limitation, streets, parking lots, walkways, street lighting, signage, tennis courts, swimming pool, clubhouse, beach access easement, if any, pavilions, fishing pier, lakes, ponds, watercourses, drainage ditches and such other improvements and facilities within the surface water management system as shall be required by the St. Johns River Water Management District.

(h) "Covenants" shall mean and refer to the covenants, restrictions, conditions, limitations, easements, charges and liens contained in this document.

(i) "Declarant" shall mean and refer to Crossroads Plantation, a Florida general partnership, or to any successor or assign of all or substantially all of its interest in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

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

(k) "Family" shall mean and refer to the social unit consisting of a husband and wife and the children who reside with them, if any; or a parent and the children who reside with him or her.

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

(m) "House" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached in a townhouse style or other manner.

(n) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels or roads that adjoin the Property by reason of a privacy wall.

(o) "Living Space" shall mean and refer to any heated and air conditioned single family residential dwelling.

(p) "Master Plan" shall mean and refer to the conceptual plan for the development of the Property and Additional Property as a planned unit development which has been approved by St. Johns County, Florida, as that plan may be amended from time to time.

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

(r) "Mortgage" shall mean any bona fide first mortgage encumbering a Parcel as security for the performance of an obligation.

(s) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(t) "Neighborhood" shall mean and refer to any platted subdivision, condominium project or other residential development within the Property and any Additional Property.

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

(v) "Parcel" shall mean and refer to any plat of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property or

Additional Property, or any condominium unit if the same is included in the Property or Additional Property. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard. The Master Plan, as currently constituted, contemplates the inclusion of 432 Parcels within the Property and Additional Property. The Master Plan is subject to change from time to time by Developer.

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

(x) "Special Assessment" shall mean and refer to any assessment referred to in Article VI hereof.

(y) "Supplemental Declaration" shall mean any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Declarant extending the provisions of this Declaration to the Additional Property.

(z) "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities used in connection with sewage disposal, water supply, gas, electricity, telephone, cable television and all other related services.

(aa) "Yard" shall mean and refer to any and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping and improvements.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Covenants. The Declarant hereby subjects the Property to the Covenants. The Property shall be conveyed and occupied subject to the Covenants, which shall run with title to the Property and shall be binding upon the Declarant and upon all parties acquiring any interest in the Property after the recording of this Declaration. The Covenants are intended to create perpetual and non-exclusive easements and enforceable rights and obligations in favor of and against Declarant and each Parcel and its Owner.

Section 2. Additional Property. Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date hereof, from time to time and within its sole discretion, to annex other properties within the Additional Property for the purpose of adding additional Common Areas or Parcels to be subject to the provisions of this Declaration.

Section 3. Other Additions. Other land may also be annexed to the Property upon the consent in writing of the Owners of a majority of the Parcels and of the Class B Member, if any, together with the necessary governmental approvals, if any, required by law.

Section 4. Supplemental Declaration. The addition of property to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida a Supplemental Declaration with respect to the land which is added. A Supplemental Declaration shall contain the designation of Common Areas within the land which is added and any additions to or modifications of the provisions hereof applicable to the land which is annexed as may be necessary to reflect the different character, if any, of the land which is annexed. A Supplemental

Declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

Section 5. Effect of Annexation. In the event that any land is added to the Property pursuant to the provisions of this Article, such land shall be considered within the definition of the Property for all purposes of this Declaration, and all voting of each class of membership of the Master Association, and all voting by the Owners hereunder shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the land which is added. Common Areas, which are added separately, or are located within such Additional Property shall be conveyed to the Master Association. All Members of the Master Association shall be obligated to pay a prorata portion of the expenses related to such new Common Areas.

Section 6. Parcel Descriptions. No Parcel shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify subdivision plats of the Property if all Owners to whom Parcels on such Plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. Owners. A Parcel may be owned by one or more natural persons or an entity other than a natural person, as long as such entity is wholly owned by one natural person, a married couple or two persons of the same family; provided, however, that a Parcel may be owned by a corporation or partnership which is in the business of building homes for resale and purchases the Parcel with such intent.

Section 2. Association Members. Every Owner shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from title to any Parcel, except as provided for herein. Upon acquiring title to any Parcel, the purchaser shall provide a copy of the recorded deed to the Master Association.

Section 3. Voting Rights. The Master Association shall have two classes of voting membership;

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

(b) Class B. The Class B Member shall be Declarant who shall be entitled to a total number of votes equal to four (4) votes for each one (1) vote held by a Class A Member until (i) three (3) or less Parcels remain to be sold by Declarant, (ii) December 31, 2009 or (iii) Declarant terminates in writing its Class B membership, whichever shall first occur. Thereafter, Class B Membership shall cease and Declarant shall become a Class A Member as to the remaining planned, but unconveyed Parcels its owns.

ARTICLE IV

OWNER'S RIGHTS AND OBLIGATIONS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the non-exclusive right, privilege and easement in perpetuity to use the Common Areas for the purposes for which the Common Areas are designed, in common with other Owners and Declarant, including Declarant's licensees, agents, invitees and guests. This easement shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Master Association's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

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

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

(c) The right of the Master Association to assess fines, suspend the voting rights and the right to use of the Common Area of an Owner for any period during which any fine or assessment against his Parcel remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Master Association Bylaws or the Master Association Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Master Association may not deny an Owner's right of ingress and egress to his Parcel.

(d) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(e) The right of the Master Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on their respective properties for the purpose of improvements or repairs to such property or facilities upon approval by the Class B Member, if any, and seventy-five percent (75%) of the Class A Members at a regular meeting of the Master Association or at a special meeting called for this purpose.

(f) The right of Declarant to grant and reserve easements and rights-of-way through, under, over and across the Common Area.

(g) The right of Declarant or Master Association to acquire, extend, terminate or abandon easements.

(h) As to any lakefront lots, the area lying between the rear lot boundary line and the ordinary water line of the lake (the "Lake Bank") shall be reserved for the exclusive use of the upland lot owner except that the Master Association shall have an easement over the Lake Bank for maintenance of the lake; provided, however, the upland lot owner shall be obligated to landscape the Lake Bank as approved by the AC and to maintain the area and landscaping.

Section 2. Assignment of Rights to Tenant. Any Owner may assign his right of enjoyment to the Common Area and the facilities thereon to his tenant who resides on the Parcel for the duration of the tenant's lease, subject to the provisions of this Declaration, the Master Association Bylaws and the Association Rules and Regulations.

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

Section 4. Title to Common Area. Declarant may retain title to the Common Area, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Declarant hereby covenants that it shall convey the Common Area to the Master Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Master Association, to enter upon such Common Area, for the purpose of construction of additional facilities, alteration of existing facilities, or creation of new easements or modification of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Master Association assessments shall commence upon purchase of a Parcel, notwithstanding that the Common Areas have not then been conveyed to the Master Association.

ARTICLE V

MASTER ASSOCIATION

Section 1. Master Association Duties and Powers. The duties and powers of the Master Association shall be those provided for by law or set forth in this Declaration, the Master Association's Bylaws and Articles of Incorporation, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Master Association shall operate and maintain the swimming pool, tennis courts, fishing pier, walkways, pavilion, all improvements and facilities within the surface water management system as permitted by the St. Johns River Water Management District, including lagoons, lakes, ponds, watercourses, drainage ditches and drainage systems and may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise operate and maintain all drainage ditches, drainage systems, and lagoons, lakes, ponds and watercourses on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

Section 2. Grassing of Vacant Parcels. It shall be the obligation of the Owner to maintain his Parcel in a neat, clean and attractive condition. In the event an Owner fails to do so, the Master Association shall have the right to clean up the Parcel, cut grass and weeds, and do such other things as it may deem necessary and appropriate. The costs incurred by the Master Association for such Parcel maintenance shall be a Parcel Assessment. If construction of a House on any Parcel has not begun within three years after conveyance of that Parcel by Declarant, the Association may install an irrigation system, plant grass and maintain the Parcel to provide a finished appearance. The costs of these services shall be a Parcel Assessment.

Section 3. Exterior Maintenance. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses.

Section 4. Other Maintenance.

(a) Owner's Responsibility. Each Owner shall keep all parts of his Parcel in good order and repair and free of debris. If an Owner fails to maintain the exterior portions of his House and his Yard in a good and attractive manner, the Association, after written notice to the Owner and approval of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any such part of the House and Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Master Association may, in its discretion, enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Master Association on terms and conditions satisfactory to the Board of Directors. All costs therefor shall become a Parcel Assessment.

(c) Other Homeowners Associations. If for any reason any condominium, homeowners association, or other property owner's association responsible for administration of condominium properties, subdivision properties or other portions of the Property fails to perform the obligations imposed on it by the provisions of the articles of incorporation, bylaws or recorded covenants of such association, The Master Association shall be authorized to act for and on behalf of such association to the extent that it has refused or failed to act. A pro rata share of any expenses incurred by the Master Association in this regard shall be a Parcel Assessment of each Parcel included within such association.

Section 5. Contracts. Subject to the approval of the Class B Member, if any, the Association may employ or contract with one or more third parties for the performance of all or any portion of the Master Association's management, maintenance and repair activities as the Board of Directors may choose. The Association shall be billed by its independent contractors, and the costs therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations for Assessments. All assessments (as hereinafter described), amounts due by an Owner to the Association and fines (referred to collectively in this Article as "Charges") together with interest and costs of collection, shall be charged to and shall be a

continuing lien upon the Parcel against which the Charges are made, and shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the Charges were levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Master Association the Charges established or described in this Article and in the Master Association Articles of Incorporation and Bylaws. No diminution or abatement of any Charges shall be allowed by reason of any alleged failure of the Master Association to perform some function required of it, or any alleged negligent or wrongful acts of the Master Association, or its officers, agents and employees or the non-use by an Owner of any or all of the Common Areas, the obligation to pay such Charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Parcel is subject to Annual General Assessments by the Master Association for the improvement, maintenance and operation of the Property, including the management and administration of the Master Association and furnishing of services as set forth in this Declaration. The amount of the Annual General Assessment shall be established as set forth herein. As of the date of recording this Declaration, the amount of the Annual General Assessment payable by each Member is \$300.00 per Parcel; provided, however, such assessment may increase in accordance with Article VI, Section 8 herein. The Board of Directors shall set the date or dates that assessments shall become due, and may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon default in the payment of any one or more installments, the entire balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessment.

(a) By Meeting. In addition to the Annual General Assessment authorized above, the Master Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of all Members voting in person or by proxy at a regular meeting or special meeting called for that purpose.

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

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

Section 5. Commencement of Annual Assessments. The Annual General Assessment provided for herein shall commence on the day of conveyance of the first Parcel to an Owner who is not

Declarant. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General Assessment or Special Assessment charged to that Owner's Parcel prorated to the day of closing based upon a 30-day month.

Section 6. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Late Fees, Interest. Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Directors, bear interest as determined by the Board of Directors.

(b) Lien. All Charges against any Parcel pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Parcel. The Master Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. The Master Association shall be entitled to collect its costs and reasonable attorney's fees incurred in any such action. The lien provided for in this Section shall be in favor of the Master Association. The Master Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

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

(d) Subordination of the Lien to Mortgages. The lien of the Charges provided for herein shall be inferior and subordinate to the lien of a mortgage held by a Mortgagee now or hereafter placed upon any Parcel subject to assessment so long as such mortgage lien is recorded prior to any claim of lien filed by the Master Association. Sale or transfer of any Parcel shall not affect the lien; however, the sale or transfer of any Parcel pursuant to foreclosure of such a Mortgage may extinguish the lien of such Charges recorded after such Mortgage as to payments which became due prior to such sale or transfer.

(e) Association's Right to Cure. The Master Association, its agents or employees shall have the right, but not the obligation, to enter upon any Parcel to cure any violation of the Covenants including, without limitation, the right to remove any structure which is in violation of the Covenants. Any such repair or removal shall be at the expense of the Owner of the Parcel on which the violation has occurred or exists and shall be payable by such Owner to the Association, on demand. Entry to remove or cure any violation of the Covenants shall not be a trespass and the Association shall not be liable for any damages on account of such entry or corrective action.

The rights of the Association described in this Article shall not be construed as a limitation of the right of the

Declarant or any Owner to prosecute proceedings at law or in equity for recovery of damages against persons violating or attempting to violate the Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies provided in this Article shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce the Covenants for any period of time shall not be a waiver of the right to enforce the Covenants at a later time.

Section 7. Certificate of Payment. The Treasurer of the Master Association, upon demand of any Owner liable for Charges, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Charges have been paid.

Section 8. Budget.

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

(b) Initial Budget. Declarant shall determine the Association budget for the fiscal year in which a Parcel is first conveyed to an Owner who is not Declarant.

(c) Preparation and Approval of Annual Budget. Commencing with December 1 of the year in which a Parcel is first conveyed to an Owner who is not Declarant, and each year thereafter, on or before December 1, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Master Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget may not exceed 150 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association, called for that purpose.

(d) Reserves. The Board of Directors shall build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessment as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charges first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Master Association, or, in the event of an emergency, as directed by the Board of Directors. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied in accordance with the provisions of Section 3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board of Directors may determine.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's

obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Association with respect to assessments against the Owners may be commingled in a single fund.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Areas; and (c) all properties owned by Declarant.

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

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Purpose. In order to preserve the natural beauty and aesthetic design of the development, and to promote the value of the development, the Property is hereby made subject to the following restrictions and every Parcel Owner agrees to be bound hereby.

Section 2. Architectural Committee. The Board of Directors shall establish the Architectural Committee ("AC"), which shall consist of at least five (5) members who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Master Association, Declarant reserves the right to appoint the members of the AC, which appointees do not have to be Owners. Each AC member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed with or without cause by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Declarant shall have the right to remove AC members which Declarant has appointed. The AC shall meet at least monthly at such places as may be designated by the chairman of the AC. Three (3) members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the AC on any matter before it. The AC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the AC in performing its functions as set forth herein. Any costs and fees incurred by the AC for such professional services shall be an expense of the Master Association.

Section 3. Construction Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the AC. Modifications subject to AC approval specifically

include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Parcel, including, without limitation, any cutting or removal of trees in excess of three inches in diameter at chest height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from Common Areas or other Parcels. The approval or disapproval of the AC shall be dispositive and final and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or developed by Declarant in accordance with the Master Plan.

Section 4. Architectural Review Procedures.

(a) Design and Construction Standards and Uniform Procedures. The AC shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. These standards and procedures shall be published in the AC's Architectural Guidelines and Architectural Design Board Policies Manual. It shall be the responsibility of each Owner to obtain a copy of this manual prior to commencement of the design process of the House or other improvement and to deliver a copy thereof to the Owner's building architect and landscape designer.

(b) Application. The plans to be submitted to the AC for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, containing the seal of an Architect licensed to do business in the State of Florida (ii) an elevation or rendering of all proposed improvements, (iii) if required by the AC, a survey showing the location of trees of three(3) inches in diameter at chest height and other significant vegetation on such Parcel showing the nature, color, type, shape, height, materials, and location on the same, and (iv) such other items as the AC may deem appropriate. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the AC, and the other copy shall be returned to the Owner marked "approved" or "disapproved."

(c) Basis for Decision. Approval shall be granted or denied by the AC based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the AC's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the AC, will affect the desirability or suitability of the construction. The AC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the AC shall have the right to establish a maximum percentage of a Parcel which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the AC,

representatives of the AC shall have the right during reasonable hours to enter upon and inspect any Parcel and House, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved or are being complied with. In the event the AC shall determine that such plans and specifications have not been approved or are not being complied with, the AC in its own name, or in the name of the Master Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Notification. Approval or disapproval of applications shall be given to the applicant in writing by the AC in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within thirty (30) days after a complete submittal has been made to the AC fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the AC's design and construction standards.

(e) Construction. After approval by the AC, the proposed improvements must be commenced within six months, or approval must once again be obtained from the AC as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House, and the accompanying landscaping, shall be completed within nine (9) months from commencement unless the AC allows an extension of time.

(f) Fee. The AC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee established for such review shall be contained in the AC Architectural Guidelines and Architectural Design Board Policies Manual and the AC or Board of Directors shall have the right to increase this amount from time to time. The fee shall be paid to the Master Association.

Section 5. Appeal. Any Owner may appeal an adverse decision of the AC to the Board of Directors who may reverse or modify the decision of the AC by the unanimous vote of the Directors.

Section 6. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Declarant, the Association, nor the AC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Master Association Rules and Regulations:

(a) Limitations. Nothing shall be erected, constructed, planted or otherwise placed on a Parcel in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration.

(b) Building Restrictions. No House or other structure shall be constructed on a Parcel which has a height exceeding thirty five (35) feet above the elevation of the finished surface of the first floor of such House. All single-family detached Houses constructed on Parcels shall have a minimum of one thousand, six hundred (1,600) square feet of Living Space, if a single story, and in the case of a two story House, a minimum square footage of eighteen hundred (1,800) square feet.

Each single family detached house shall be located on the Lot in the following manner:

- i. not nearer than eighteen feet ^(18') from the front lot line; and
- ii. not nearer than eight feet (8') from the rear lot line; and
- iii. not nearer than five feet (5') from the side lot lines.

(c) Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the AC in accordance with the terms of this Article.

(d) Residential Use, Leases. Each Parcel not owned by Declarant shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which would require any occupational license shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing his Parcel for a term of not less than twelve (12) months, subject to the provisions of the Bylaws, Association Rules and Regulations and this Declaration, as they may be amended from time to time; provided, however, that all prospective tenants must first be approved by the Board of Directors or such review committee as the Board may designate. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Bylaws, Association Rules and Regulations or this Declaration.

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

(f) Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to

any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Master Association, whichever shall have the obligation for such compliance. No waste will be committed in the Common Area.

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

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

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

(j) Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in their discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(k) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The AC shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(l) Clotheslines. No clothesline, or other clothes-drying facility shall be permitted in the Common Area, Yards, or any area of the Property wherein the same maybe visible from any road or any other Parcel.

(m) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the Association Rules and Regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(n) Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Parcel except pursuant to generally applied standards adopted by the AC.

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

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

- (i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the AC;
- (ii) Temporary structures installed by Declarant during the initial construction period;
- (iii) Temporary structures on any Parcel during the period of actual construction on that Parcel. Such structures shall be reasonably neat in appearance, no larger than eight feet by ten feet and shall be placed on the Parcel no farther forward than the main residential building; and
- (iv) Tents or other temporary structures for use during social functions.

(q) Water Supply and Sewerage. No septic tanks or individual wells shall be permitted on any Parcel within the Property other than wells for heat transfer systems of heating and air conditioning units, to the extent such wells are permitted by law and the AC. No Owner shall obstruct or make any modification or alteration of any irrigation system without the prior approval of the AC, nor shall any Owner draw water from or deposit water into any lake or other body of surface water on the Property for any reason.

(r) Fuel Storage Tanks. No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Parcel.

(s) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that they may be parked temporarily on the driveway.

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

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

(v) Trees. No trees greater than three inches in diameter at chest height shall be cut or removed without approval of the AC.

(w) Watercraft. No watercraft powered by internal combustion engine may be used on any body of water on the

Property without the prior approval of the Board of Directors.

(x) Shoreline Improvements. No docks appurtenant to any Parcel shall be permitted. Bulkheads or other shoreline improvements may be build with the approval of the AC.

(y) Fences and Walls. No chain link fences or other metal fences of any kind shall be permitted. No fences or walls shall be erected without approval by the AC.

(z) Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of his automobile(s) in a garage which is part of his House. Subject to the terms of this Section, there shall be no outside storage or parking upon any Parcel or within any portion of the Common Areas (other than areas provided therefor by the Board of Directors within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owner or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Parcel or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(aa) Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement and sale or the development of Lots, Parcels, Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences, and to use any House as an office for the sale of Parcels and/or Houses on the Property or Additional Property and for related activities. The Declarant's right of use, as described hereinabove, shall continue even after conveyance of any or all of the Common Areas to the Master Association.

(bb) Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials shall be permitted between the hours of 6 p.m. and 7 a.m. of the following day.

Section 2. Amendments and Modifications. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use maintenance and control of the Parcels and Common Areas, and facilities or services made available to the Owners. A copy of all such rules and regulations adopted from time to time as herein provided shall be posted in a conspicuous place on the Property or furnished to each Owner, or kept at the office of the Master Association.

Section 3. Compliance.

(a) Owner's Responsibility. It shall be the responsibility of each Owner to conform and abide by the Rules and Regulations in regard to the use of the Parcels and Common Areas which may be

adopted in writing from time to time by the Board of Directors and to see that his family members, guests, tenants, invitees, employees, agents and contractors do likewise.

(b) Violation. Upon violation of any of the Rules or Regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family members, tenants, invitees or guests, the Master Association may levy fines against the Owner and his Parcel as determined by the Board of Directors, suspend the use and privileges of the Owner, his guests and tenants, or suspend the voting rights of the Member. To enforce the Rules and Regulations or provisions of this Declaration, the Master Association, or any Owner, may bring an action for specific performance, declaratory decree, injunction or damages. The Master Association may recover costs and attorney's fees in any such action.

Section 4. Personal Services. Employees, agents, and workers of the Master Association shall not be required to attend to any personal matters or business of any Owner, nor shall they be permitted to leave the Property on any private business for any Owner. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to an Owner by any of the employees, agents or workers of the Master Association, the Master Association shall have no responsibility or liability whatsoever for the quality of such services or work. In addition, the Master Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. Declarant hereby reserves for itself, the Master Association and its designees, including, without limitation, Jacksonville Beach Electric Authority, a five (5) foot easement for the benefit of the Property upon, across, over, through, under, along and parallel to each lot boundary line, except for multi-family parcels, for ingress, egress, installation, replacement, repair and maintenance of the Utility System, for drainage, for services supplied by either Declarant or the Master Association. By virtue of this easement it shall be expressly permissible for Declarant and the Master Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the easement area on each Parcel. This easement shall be perpetual and in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Declarant's Easement to Correct Drainage. Declarant reserves for itself, for the Master Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance and to comply with any requirements of the St. Johns River Water Management District. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement, or to take any other similar action reasonably necessary, following which Declarant or the Master Association, as applicable, shall restore the affected Property to its original condition as nearly as practicable. Declarant or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant or the Master Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Master

Association and shall not be construed to obligate Declarant or the Master Association to take any affirmative action in connection therewith.

Section 3. Encroachments. To the extent that any improvements constructed by Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist.

Section 4. Maintenance. There is hereby reserved to the Master Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with this Declaration, the Master Association Articles of Incorporation, Bylaws, and Rules and Regulations.

Section 5. Adjoining Parcels. Each Owner of a Parcel hereby grants to the Owner of each adjoining Parcel such easement over the portion of his Parcel lying outside the exterior wall of his House as may be reasonably necessary to maintain the adjoining Parcel. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Parcel and the improvements thereon.

Section 6. Further Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Parcel owned by the Declarant and on the Common Areas.

Section 7. Lake Bank Easement. Declarant hereby reserves for itself, the Master Association and its designees a non-exclusive perpetual easement over and across the lake bank of any lakes on the Property for the purpose of lake maintenance.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Master Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this Section, the Master Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 2. Condemnation. In the event all or part of the Common Area owned by the Master Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Master Association. The Board of Directors of the Master Association shall have the sole and exclusive right to act on behalf of the Master Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds from any condemnation or taking by eminent domain, but if the Owners shall not so agree, such proceeds shall be added to the funds of the Master Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Master Association at the time of such mailing.

Section 4. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Master Association, or Declarant (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Amendment.

(a) Subject to the provisions of Article X, Section 9, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), (iii) to perfect, clarify or make internally consistent the provisions herein or (iv) to release any Parcel from a violation of the Covenants which, in Declarant's sole judgment, is reasonable and will not materially and adversely affect the health and safety of the Owners, the value of the adjacent Parcels or the appearance of the Property.

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

(c) This Declaration may also be amended at a duly called meeting of the Master Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Class A Members and the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Master Association and certified by the Secretary of the Master Association.

Section 9. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on eighty percent (80%) or more of the Parcels encumbered by Mortgages. Any such consent requested by Declarant of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Declarant, the Master Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees

Section 10. Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Master Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Master Association.

Section 11. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Master Association.

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

Section 13. Use of Name. Declarant, for itself, and those of its successors and assigns as are so designated by Declarant, hereby reserves the right to use the name "The Crossroads" or any combination of such words in the promotion, marketing, development and sale of other properties. No proprietary right to such name is granted to any Owner or to the Master Association.

Section 14. Successors and Assigns of Declarant. All rights and privileges herein conferred upon the Declarant shall be exercisable by such successor in title as is designated by Declarant. Jacksonville Federal Savings Bank, formerly Jacksonville Federal Savings and Loan Association ("Jacksonville Federal"), as the holder of a mortgage given to secure the development loan shall have all of the rights of Declarant hereunder in the event it shall succeed to the title of Declarant. In addition, all rights and privileges herein contained shall be assignable by Declarant.

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

Signed, sealed, and delivered in the presence of:

Mary Asayon
Patricia B. Gray

CROSSROADS PLANTATION, a Florida general partnership

By: James R. Stockton, Jr.
James R. Stockton, Jr.
a General Partner

Mary Asayon
Patricia B. Gray

By: MIDLAND PROPERTIES INCORPORATED, a General Partner

By: Bryan Anderson
Its Vice President

Mary Asayon
Patricia B. Gray

By: LLI CORP., a General Partner

By: R.D. Jones
Its President

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 27th day of June, 1989, by JAMES R. STOCKTON, JR., a General Partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership.

Patricia B. Gray
Notary Public, State of Florida
at Large
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 7, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was (acknowledged before me this 27th day of June, 1989, by Bryan Anderson, Jr., President of MIDLAND PROPERTIES INCORPORATED, a corporation, on behalf of the corporation as a general partner of CROSSROADS PLANTATION, a Florida general partner, on behalf of the partnership.

Patricia B. Gray
Notary Public, State of Florida
at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 7, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 27th day of June, 1989, by R.D. Lovett, President of LLI CORP., a LLI CORP. corporation, on behalf of the corporation as a general partner of CROSSROADS PLANTATION, a Florida general partner, on behalf of the partnership.

Ruth B. Davis
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 7, 1993
BONDED THRU GENERAL INS. UND.

JOINDER

~~Jacksonville Federal is joining in this Declaration for the sole purpose of subordinating the Mortgage from Declarant to Jacksonville Federal, dated December 22, 1988, and recorded December 30, 1988, in Official Records Book 807, Page 124, public records of St. Johns County, Florida, to all of the terms, conditions and provisions of this Declaration.~~

JACKSONVILLE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: _____
Its President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ President of JACKSONVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, on behalf of said association.

Notary Public, State of Florida
at Large

My commission expires:

JOINDER

Jacksonville Federal is joining in this Declaration for the sole purpose of subordinating the Mortgages from Declarant to Jacksonville Federal, as more particularly set forth below, to all of the terms, conditions and provisions of this Declaration.

Mortgage from Declarant to Jacksonville Federal, dated December 22, 1988, and recorded December 30, 1988, in Official Records Book 807, Page 124, public records of St. Johns County, Florida.

Mortgage from Declarant to Jacksonville Federal, dated April 4, 1989 and recorded April 18, 1989, in Official Records Book 817, Page 1092, of the public records of St. Johns County, Florida.

Mortgage from Declarant to Jacksonville Federal, dated April 19, 1989 and recorded May 15, 1989 in Official Records Book 820, Page 53, public records of St. Johns County, Florida.

JACKSONVILLE FEDERAL SAVINGS BANK

By: W. M. Mason, Jr.
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of August 15, 1989, by W. M. Mason, Jr., President of JACKSONVILLE FEDERAL SAVINGS BANK, a corporation existing under the laws of the United States of America, on behalf of said corporation.

Seleena M. Arrant
Notary Public, State of Florida
at Large

My Commission Expires:



"OFFICIAL NOTARY SEAL"
SELEENA M. ARRANT
MY COM. EXP. 12/29/90

Cross.Jnd

EXHIBIT "A"

Crossroads Unit One recorded in Map Book 23, Pages 1 through 5,
public records of St. Johns County, Florida.

CROSSROADS

PARCEL "A", RESIDUAL LANDS

A portion of the Moses Levy Brant, Section 45 TOGETHER WITH a portion of the F.P. Sanchez or Levy Grant, Section 71, all in Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows: COMMENCE at the Northwesterly corner of Lot 1N as shown on the plat of Ocean Front Dunes at Ponte Vedra Beach as recorded in Map Book 13, Pages 69 and 70 of the Current Public Records of said County, said point lying in the Easterly right-of-way line of State Road No. 203 (formerly State Road No. 78 and/or Highway A1A), a 66 foot right-of-way as now established; thence South $70^{\circ}50'30''$ West along the Southwesterly prolongation of the Northerly line of said Lot 1N, Deed Book 27, Page 513 of the Public Records of said County, a distance of 1357.31 feet; thence North $16^{\circ}36'30''$ West along the Westerly line of said Deed Book 27, Page 513, a distance of 791.39 feet to the Southerly line of Official Records Volume 341, Page 727, said line also being the Southerly line of Deed Book 27, Page 513 of the Public Records of said County; thence South $70^{\circ}42'53''$ West along last said line, a distance of 1583.88 feet to the most Northeasterly corner of Crossroads Unit One, as recorded in Map Book 23, Pages 1 through 5 of the Public Records of said St. Johns County; thence continue South $70^{\circ}42'53''$ West along the Northerly line of Crossroads Unit One, a distance of 700.00 feet to an intersection with the Westerly line of said Crossroads Unit One and the POINT OF BEGINNING; thence South $32^{\circ}02'53''$ East along last said line, a distance of 887.03 feet to an intersection with the Southerly right-of-way line of Crossroad Lakes Drive (a 60 foot private right-of-way, as shown on said plat of Crossroads Unit One) and to a point on the arc of a curve leading Northeasterly; thence along last said line, run the following four (4) courses and distances: COURSE NO. 1: thence along and around the arc of a curve concave Southeasterly, having a radius of 445.00 feet, an arc distance of 228.14 feet, said arc being subtended by a chord bearing and distance of North $54^{\circ}12'19''$ East, 225.65 feet to the point of tangency of said curve; COURSE NO. 2: North $68^{\circ}53'33''$ East, 14.29 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 3: thence along and around the arc of a curve concave Southeasterly, having a radius of 402.71 feet, an arc distance of 377.62 feet, said arc being subtended by a chord bearing and distance of South $84^{\circ}14'39''$ East, 363.94 feet to the point of reverse curvature of a curve leading Southeasterly; COURSE NO. 4: thence along and around the arc of a curve concave Northeasterly, having a radius of 725.92 feet, an arc distance of 33.22 feet, said arc being subtended by a chord bearing and distance of South $58^{\circ}41'31''$ East, 33.22 feet; thence South $27^{\circ}00'45''$ East, 453.55 feet; thence North $62^{\circ}59'15''$ East, 175.00 feet; thence North $27^{\circ}00'45''$ West, 20.00 feet to the most Southwesterly corner of said Crossroads Unit One; thence North $62^{\circ}59'15''$ East along the most Southerly line of said Crossroads Unit One, a distance of 60.00 feet to an intersection with an Easterly right-of-way line of said Crossroad Lakes Drive; thence run the following three (3) courses and distances: COURSE NO. 1: North $27^{\circ}00'45''$ West, 104.27 feet to a point of curvature of a curve leading Northeasterly; COURSE NO. 2: thence along and around the arc of a curve concave Southeasterly, having a radius of 162.55 feet, an arc distance of 222.03 feet, said arc being subtended by a chord bearing and distance of North $12^{\circ}07'07''$ East, 205.17 feet to the point of tangency of said curve; COURSE NO. 3: North $51^{\circ}14'59''$ East, 17.42 feet to an intersection with the Southwesterly right-of-way line of said State Road No. A-1-A; thence South $38^{\circ}45'01''$ East along said right-of-way line, a distance of 960.00 feet to the Southerly line of said Section 71; thence South $74^{\circ}50'43''$ West along last said line, 313.53 feet; thence South $08^{\circ}38'52''$ East, 400.03 feet; thence South $68^{\circ}34'04''$ West, 527.59 feet; thence South $09^{\circ}26'03''$ East, 479.84 feet to the Northeasterly right-of-way line of Mickler Road (as now established); thence Northwesterly and Southwesterly along the Northeasterly and Northerly right-of-way line of said Mickler Road run the following five (5) courses and distances: COURSE NO. 1: North $71^{\circ}01'36''$ West, 238.23 feet; COURSE NO. 2: North $71^{\circ}54'42''$ West, 73.08 feet to the point of curvature of a curve concave Southwesterly; COURSE NO. 3: thence along and around the arc of a curve concave Southwesterly and having a radius of 949.70 feet, an arc distance of 256.49 feet, said arc being subtended by a chord bearing and distance of North $79^{\circ}38'55''$ West, 255.71 feet to the point of compound curvature of a curve leading Southwesterly; COURSE NO. 4: thence along and around the arc of a curve concave Southerly and having a radius of 494.80 feet, an arc distance of 349.23 feet, said arc being subtended by a chord bearing and distance of South $72^{\circ}23'41''$ West, 342.03 feet to the point of tangency of said curve; COURSE NO. 5: South $52^{\circ}10'30''$ West, 195.73 feet; thence North $17^{\circ}15'24''$ West, 1037.84 feet

to the Northeasterly line of said Section 15; thence North $39^{\circ}41'58''$ West along last said line, 563.15 feet to the most Northerly corner of said Section 15; thence North $14^{\circ}43'13''$ West along the Westerly line of said Section 45, a distance of 627.11 feet; thence North $41^{\circ}43'25''$ West along said Westerly line of Section 45, a distance of 439.30 feet to the Southwesterly corner of those lands described and recorded in Deed Book 27, Page 513 of the Public Records of said County; thence North $70^{\circ}42'53''$ East along the Southerly line of said Deed Book 27, Page 513 of the Public Records of said County, a distance of 770.35 feet to the POINT OF BEGINNING.

PARCEL "C" AMENITY CENTER

A portion of the F.P. Sanchez or Levy Grant, Section 71, Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows: COMMENCE at the Northwesterly corner of Lot 1N as shown on the plat of Ocean Front Dunes at Ponte Vedra Beach as recorded in Map Book 13, Pages 69 and 70 of the Current Public Records of said County, said point lying in the Easterly right-of-way line of State Road No. 203 (formerly State Road No. 78 and/or Highway A1A), a 66 foot right-of-way as now established; thence South $70^{\circ}50'30''$ West along the Southwesterly prolongation of the Northerly line of said Lot 1N, Ocean Front Dunes at Ponte Vedra Beach and along the most Southerly line of Deed Book 27, Page 513 of the Public Records of said County, a distance of 1357.31 feet; thence North $16^{\circ}36'30''$ West along the Westerly line of said Deed Book 27, Page 513, a distance of 791.39 feet to the Southerly line of Official Records Volume 341, Page 727, said line also being the Southerly line of Deed Book 27, Page 513 of the Public Records of said County; thence South $70^{\circ}42'53''$ West along last said line, a distance of 1583.88 feet to the most Northeasterly corner of Crossroads Unit One, as recorded in Map Book 23, Pages 1 through 5 of the Public Records of said St. Johns County, Florida; thence continue South $70^{\circ}42'53''$ West along the Northerly line of Crossroads Unit One, a distance of 700.00 feet to an intersection with the Westerly line of said Crossroads Unit One; thence South $32^{\circ}02'53''$ East along last said line, a distance of 887.03 feet to an intersection with the Southerly right-of-way line of Crossroad Lakes Drive (a 60 foot private right-of-way as shown on the plat of Crossroads Unit One) and to a point on the arc of a curve leading Northeasterly; thence along last said line, run the following four (4) courses and distances: COURSE NO. 1: thence along and around the arc of a curve concave Southwesterly, having a radius of 445.00 feet, an arc distance of 228.14 feet, said arc being subtended by a chord bearing and distance of North $54^{\circ}12'19''$ East, 225.65 feet to the point of tangency of said curve; COURSE NO. 2: North $68^{\circ}53'33''$ East, 14.29 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 3: thence along and around the arc of a curve concave Southwesterly, having a radius of 402.71 feet, an arc distance of 377.62 feet, said arc being subtended by a chord bearing and distance of South $84^{\circ}14'39''$ East, 363.94 feet to the point of reverse curvature of a curve leading Southeasterly; COURSE NO. 4: thence along and around the arc of a curve concave Northeasterly, having a radius of 725.92 feet, an arc distance of 33.22 feet, said arc being subtended by a chord bearing and distance of South $58^{\circ}41'31''$ East, 33.22 feet to the POINT OF BEGINNING; thence South $27^{\circ}00'45''$ East, 453.55 feet; thence North $62^{\circ}59'15''$ East, 175.00 feet; thence North $27^{\circ}00'45''$ West, 20.00 feet to the most Southwesterly corner of said Crossroads Unit One; thence along the Westerly and Southerly lines of said Crossroads Unit One (also being the Westerly and Southerly right-of-way lines of said Crossroad Lakes Drive) run the following four (4) courses and distances: COURSE NO. 1: North $27^{\circ}00'45''$ West, 128.85 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 2: thence along and around the arc of a curve concave Northeasterly, having a radius of 217.45 feet, an arc distance of 84.63 feet, said arc being subtended by a chord bearing and distance of North $15^{\circ}51'46''$ West, 84.10 feet to the point of reverse curvature of a curve leading Northwesterly; COURSE NO. 3: thence along and around the arc of a curve concave Southwesterly, having a radius of 25.00 feet, an arc distance of 33.32 feet, said arc being subtended by a chord bearing and distance of North $42^{\circ}53'35''$ West, 30.91 feet to the point of reverse curvature of a curve leading Northwesterly; COURSE NO. 4: thence along and around the arc of a curve concave Northeasterly, having a radius of 725.92 feet, an arc distance of 266.95 feet, said arc being subtended by a chord bearing and distance of North $70^{\circ}32'17''$ West, 265.44 feet to the POINT OF BEGINNING.

EXHIBIT "B" CONTINUED

Parcel A

A portion of the Moses Levy Grant, Section 45, TOGETHER WITH a portion of Section 14, TOGETHER WITH a portion of the F. P. Sanchez or Levy Grant, Section 71, all in Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows: COMMENCE at the Northwestern corner of Lot 1N as shown on the plat of Ocean Front Dunes at Ponte Vedra Beach as recorded in Map Book 13, Pages 69 and 70 of the Public Records of said County, said point also being in the Easterly right-of-way line of State Road No. 203 (formerly State Road No. 78 and/or Highway A1A, a 66 foot right-of-way as now established); thence South 70° 50' 30" West along the Southwesterly prolongation of the Northerly line of said Lot 1N, Ocean Front Dunes at Ponte Vedra Beach and along the Southerly line of those lands described and recorded in Deed Book 27, Page 513 of the Public Records of said County, a distance of 268.07 feet to the POINT OF BEGINNING; thence South 13° 05' 00" East, lying 200 feet Westerly of and parallel to when measured at right angles to the Westerly right-of-way line of State Road No. 203 (formerly State Road No. 78 and/or Highway A1A) a distance of 947.30 feet; thence North 76° 34' 01" West, 30.36 feet; thence South 13° 30' 12" West, 37.07 feet; thence South 26° 47' 52" East, 20.36 feet; thence South 09° 25' 44" East, 36.94 feet; thence South 76° 19' 07" East, 38.17 feet; thence South 73° 56' 52" East, 8.25 feet; thence South 13° 05' 00" East lying 200 feet Westerly of and parallel to when measured at right angles to the said Westerly right-of-way line of State Road No. 203, a distance of 399.26 feet; thence South 41° 04' 55" West, 57.75 feet; thence South 51° 49' 10" West, 36.30 feet; thence South 11° 16' 49" West, 41.17 feet; thence South 40° 30' 47" West, 30.92 feet; thence South 34° 05' 48" West, 19.82 feet; thence South 28° 23' 48" West, 28.57 feet; thence South 15° 50' 14" West, 28.85 feet; thence South 20° 50' 39" East, 34.83 feet; thence South 10° 42' 39" East 25.83 feet; thence South 04° 10' 05" West, 44.27 feet; thence South 42° 21' 52" West 26.61 feet; thence South 04° 02' 46" West, 31.96 feet; thence North 65° 50' 53" East, 47.96 feet; thence North 57° 51' 48" East, 50.30 feet; thence North 42° 46' 00" East 18.99 feet; thence North 67° 43' 03" East, 51.60 feet; thence North 54° 04' 48" East 33.40 feet; thence North 41° 24' 12" East, 21.81 feet; thence South 13° 05' 00" East lying 200 feet Westerly of and parallel to when measured at right angles to the said Westerly right-of-way line of State Road No. 203, a distance of 229.83 feet; thence South 68° 35' 41" West lying 200 feet Northerly of and parallel to when measured at right angles to the Northerly right-of-way line of Mickler Road (a 100 feet right-of-way as now established), a distance of 980.64 feet to an intersection with the Westerly line of said Section 14; thence North 16° 48' 05" West along last said line, 687.39 feet to the corner common to Sections 14, 45, 46, 71 and 72; thence South 74° 50' 43" West along the Southerly line of said Section 71, a distance of 464.61 feet to the said Northeasterly right-of-way line of State Road A1A; thence North 38° 45' 01" West along said Northeasterly right-of-way line, 1546.48 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Southwesterly and continuing along said Northeasterly right-of-way line of State Road A1A, said curve having a radius of 2964.93 feet, an arc distance of 617.65 feet, said arc being subtended by a chord bearing and distance of North 44° 43' 06" West, 616.53 feet to the Southerly line of those lands described and recorded in O. R. 341, Page 727 of the Public Records of said County, said line also being the Southerly line of Deed Book 27, Page 513 of the Public Records of said County; thence North 70° 42' 53" East along last said line, a distance of 1348.52 feet; thence South 16° 36' 30" East along the Westerly line of said Deed Book 27, Page 513, a distance of 791.39 feet to the said Southerly line of Deed Book 27, Page 513; thence North 70° 50' 30" East along last said line, 1089.24 feet to the POINT OF BEGINNING.

VERIFIED BY

89 AUG 18 AM 11:00

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR
CROSSROADS

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CROSSROADS is made as of this 10th day of August, 1990, by CROSSROADS PLANTATION, a Florida general partnership ("Declarant").

WHEREAS, Declarant is the owner of the Class B Membership as defined in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads dated June 27, 1988, and recorded in Official Records Book 829, Page 0057 (the "Declaration");

WHEREAS, Declarant has the right to amend the Declaration, pursuant to Article X, Section 8(b);

WHEREAS, it was the intent of the Declarant that the front setback line restriction in the Declaration be eleven (11) feet rather than eighteen (18) feet;

WHEREAS, the Declarant desires to correct the clerical error by amending the Declaration, ab initio, to reflect the intent of the Declarant relating to the front setback line.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, the Declarant hereby amends Article VIII, Section 1(b)(1) of the Declaration to read and provide as follows:

"1. not nearer than eleven feet (11') from the front lot line; and"

This Amendment shall be effective from the date of the Declaration, and any current or past violations are hereby waived by Declarant, it being understood and stated that the amendment hereto is to correct a clerical error.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of this 10th day of August, 1990.

Signed, sealed, and delivered
in the presence of:

CROSSROADS PLANTATION, a
Florida general partnership

James R. Stockton, Jr.
Charles C. Givens

By *James R. Stockton, Jr.*
James R. Stockton, Jr.
(a General Partner)

Duly authorized to execute on
behalf of the partnership.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1990, by JAMES R. STOCKTON, JR., a General Partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership.

Charles C. Givens
Notary Public, State of Florida
at Large

11489.1

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: DEC. 3, 1993.
JUN-03 THRU NOTARY PUBLIC UNDERWRITERS.

SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CROSSROADS

This Second Amendment to Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads is made this 5th day of April, 1992, by CROSSROADS PLANTATION, a Florida General Partnership ("Declarant").

WHEREAS, Declarant is the owner of the Class B Membership as defined in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads dated June 27, 1988, and recorded in Official Records Book 829, page 0057 (the "Declaration");

WHEREAS, Declarant has the right to amend the Declaration, pursuant to Article X, Section 8(b);

WHEREAS, Declarant desires to amend and modify Article VIII, Section 1(s) of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the Declarant hereby amends Article VIII, Section 1(s) of the Declaration to read and provides as follows:

(s) Garages and Parking. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that they may be parked temporarily on the driveway. Notwithstanding anything to the contrary in this paragraph, if the owner of a house owns three or more vehicles, then said owner may park those cars in excess of two vehicles in the driveway. There shall be no parking of vehicles in the street except for temporary guest use.

The Declaration shall remain in full force and effect to the extent they are not inconsistent with this Amendment as fully as if the terms of this Amendment had been included in the Declaration at the time of execution. This Amendment shall be binding upon and shall inure to the benefit of all owners of any land burdened by the Declaration, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sign: Norma J. Hutcheson
Print: Norma J. Hutcheson

Sign: Albert J. Chaffin
Print: Albert J. Chaffin

CROSSROADS PLANTATION,
a Florida general partnership

By: James R. Stockton, Jr.
James R. Stockton, Jr.
a General Partner, duly
authorized to execute on
behalf of the partnership

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of May, 1992, by JAMES R. STOCKTON, JR., a General Partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Claudia A. Estes
Print: Claudia A. Estes

My commission expires NOVEMBER 1, 1994

In: clwealth
Prepared and return to:

Richard G. Hathaway, P.A.

P.O. Box 551165

Jacksonville, FL 32255-1165

ORC 25+3.50

**THIRD AMENDMENT AND THIRD SUPPLEMENT TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND LIMITATIONS FOR CROSSROADS**

This **THIRD AMENDMENT AND THIRD SUPPLEMENT TO DECLARATION**, dated effective as of Nov. 15, 1994, is by **CROSSROADS LAND, LTD.**, a Florida limited partnership, whose address is c/o J.N.M. Crossroads, Inc., Attn: James N. McGarvey, Jr., 2453 Third Street, Jacksonville Beach, Florida 32250 ("Declarant").

RECITALS:

A. Declarant is the successor Declarant of Crossroads Plantation and holds all of the rights of Declarant under the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads as recorded in Official Records Book 829, page 57, as amended in Official Records Book 940, page 341, as supplemented in Official Records Book 953, page 682 and Official Records Book 1002, page 1613 and as assigned in Official Records Book 1053, page 1307, all references being to the public records of St. Johns County, Florida (as amended, supplemented and assigned, the "Declaration").

B. The Department of Veteran Affairs (the "VA") has requested that the Declaration be amended in certain respects in order to comply with VA requirements.

C. Article X, Section 8 of the Declaration allows Declarant to make the amendments requested by the VA, and Declarant desires to make such amendments to comply with VA requirements.

D. The Declaration allows for the annexation of Additional Property which will then be subject to the Declaration.

E. Declarant is the owner of the property described on attached Exhibit "A" (the "Land"), which Land is located within and part of the Additional Property.

F. Declarant desires to subject the Land to the Declaration.

NOW, THEREFORE, Declarant, by virtue of the authority granted to it under the Declaration, hereby amends and supplements the Declaration as follows:

1. **Defined Terms.** Except as indicated otherwise herein, all defined terms used herein have the meanings ascribed to them in the Declaration.

2. **Annexation of the Land.** Declarant, by virtue of the authority granted to it under the Declaration, hereby annexes the Land to become a part of the Property. The Land hereafter shall be deemed to be a part of the Property and subject to the Declaration, as amended and supplemented from time to time. The Land shall be held, transferred, developed, sold, conveyed, and occupied subject to the easements, covenants, conditions, restrictions, limitations, charges, and liens (sometimes referred to as the "covenants and restrictions") contained in the Declaration, as amended and supplemented from time to time. During such time as the Land is owned and developed by Declarant or Declarant's assignee, as successor developer, the Land shall constitute Exempt Property (or, as the case may be, partially Exempt Property), all as defined in and governed by Article VI, Section 9 of the Declaration.

3. **Amended and Restated Article III, Section 3(b).** Declaration Article III, Section 3(b) is deleted in its entirety and substituted in lieu thereof is the following:

(b) **Class B.** The sole Class B Member shall be Declarant who shall be entitled to a total number of votes equal to three (3) votes for each one (1) vote held by the Class A Members until Class B Membership terminates. Class B Membership shall terminate upon the earlier of (i) December 31 of the calendar year when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or (ii) December 31, 1996. Thereafter, Class B Membership shall cease, and Declarant shall become a Class A Member as to the remaining Parcels it owns. The provisions of this amended and restated Article III, Section 3(b) shall govern and control over contrary or conflicting provisions in the Articles of Incorporation of Crossroads Association, Inc. including specifically those conflicting provisions in Article V, subsection (b) of said Articles of Incorporation.

4. **Addition to Article V, Section 4(c).** The following sentence is added to Declaration Article V, Section 4(c) as the last sentence of said Section 4(c):

...If condominiums or townhouses are ever constructed upon Property, then this Declaration shall be deemed amended, ipso facto, without the necessity for further document or amendment, to grant to the Association the duty, power and authority to maintain the exterior of said condominiums and/or townhouses at the expense of the owners of the townhouse and/or condominium.

5. **Amended and Restated Article VI, Section 9.** Declaration Article VI, Section 9 is deleted in its entirety and substituted in lieu thereof is the following:

Section 9. **Exempt Property.** The following properties subject to this Declaration shall be exempted (or, as the case may be, partially exempted) from the assessments and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority which shall be totally exempt; (b) all Common Areas which shall be totally exempt; and (c) all properties owned by Declarant until the termination of Class B Membership as provided in Article III, Section 3(b) above. For so long as there exists a Class B Membership, the Declarant's properties are totally exempt but the following provisions shall apply:

(i) The Declarant shall fund the deficits, if any, between the aggregate amount assessed to Class A Members and the total expense of the

Association during the applicable period. Declarant shall be obligated to fund such deficits only as they are actually incurred by the Association. The Declarant's obligation to so fund such deficits shall be secured by a lien in favor of the Association against any Parcels owned by Declarant, but such lien shall not constitute a lien against any of Declarant's Parcels until such time as the Association actually files a Claim of Lien against the Declarant in the St. Johns County, Florida public records and identifies in such Claim of Lien the Parcel(s) being liened. Conveyances of Parcels by the Declarant prior to a Claim of Lien being so filed are deemed free of any lien, encumbrance or title cloud.

(ii) The Declarant shall cease to pay any portion of the deficits of the Association when the Class B Membership terminates as provided in Article III, Section 3(b).

(iii) This provision is not and shall not be construed as a guarantee or representation as to the level of assessments imposed or to be imposed on the Class A Members under this Declaration.

(iv) Upon transfer of any Parcel by Declarant, said Parcel shall automatically become non-exempt, and such Parcel shall be assessed in the applicable amount payable by the Class A Members, prorated as of and commencing with the day title is transferred.

Upon the termination of the Class B Membership and continuing until December 31, 1996, all Parcels owned by Developer which are improved with houses or permanent buildings shall be subject to the same assessments and liens as Parcels owned by other Class A Members but all Parcels owned by Developer which are vacant and unimproved shall be assessed at an assessment level equal to fifty percent (50%) of the assessment levels applicable to Parcels owned by other Class A Members, the rationale being that the Declarant's vacant lots do not use or require the same level of services as improved Parcels. After December 31, 1996, all Parcels owned by Developer shall be subject to the same assessments and liens as Parcels owned by other Class A Members.

6. Amended and Restated Article X, Section 8. Declaration Article X, Section 8 is deleted in its entirety and substituted in lieu thereof is the following:

Section 8. Amendments.

(a) The Declarant reserves and shall have the sole right without the joinder or consent of any other developer, any Owner, the Association, or the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other person willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot (including the Federal National Mortgage Association, Veterans Administration and the Federal Housing Authority); or (ii) to amend this Declaration to cure any ambiguity or error or any inconsistency between these provisions and the other legal documents or any plats applicable to the Property.

(b) Except for the amendments contemplated in subsection (a) immediately above, this Declaration may be amended only by an affirmative vote of both (i) not less than sixty-seven percent (67%) of all Owners and at a duly called and convened meeting of the Association and (ii) the Declarant. Amendments shall be evidenced by a certificate signed by a majority of the Board of Directors with the formalities required of a deed under the laws of the State of Florida which certifies that the requisite vote was obtained at the duly called and convened meeting of the Association. No amendment shall be effective until recorded.

7. **Directors.** Notwithstanding anything to the contrary in the Declaration or the Articles of Incorporation of Crossroad Association, Inc., the terms of service for the directors of the Association shall be for one (1) year and thereafter until their successors are duly elected or appointed or qualified or until their earlier resignation, removal from office or death. Directors appointed by Declarant shall be governed by the same such provisions. The last sentence of Article VI, subsection (b) of the Articles of Incorporation of Crossroads Association, Inc. is hereby stricken, deleted and rendered of no force or effect.

8. **Miscellaneous.** Except as expressly set forth above, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment and Third Supplement to Declaration as of the date first above written.

WITNESSES:

Patricia H. Kelley
Print name: Patricia H. Kelley

Dinah K. Herring
Print name: Dinah K. Herring

STATE OF FLORIDA
COUNTY OF DUVAL

CROSSROADS LAND, LTD.

By: J.N.M. CROSSROADS, INC., its
general partner

By: James N. McGarvey, Jr.
JAMES N. MCGARVEY, JR.,
President

The foregoing instrument was acknowledged before me this 28 day of Nov., 1994 by James N. McGarvey, Jr., president of J.N.M. Crossroads, Inc., as general partner of Crossroads Land, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me XX or has produced PERSONALLY KNOWN as identification.

Patricia H. Kelley
Print Name: Patricia H. Kelley
Notary Public, State of Florida
Commission No.: CC375258
My commission expires: 5/21/98

(Notary Seal)



PATRICIA H. KELLEY
MY COMMISSION # CC375258 EXPIRES
May 21, 1998
BONDED THRU TROY FARM INSURANCE, INC.

CAPTION

A portion of Sections 45, 46, and 71, all lying within Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: BEGIN at the most Southerly corner of Tract "E", as shown on the plat of Seaside at Ponte Vedra Beach Unit Two, as recorded in Map Book 27, Pages 29, 30, 31, 32, and 33 of the Public Records of said County; thence along the Southerly boundary of said last mentioned plat run the following courses and distances: Course No. 1: North $76^{\circ}01'21''$ East, 164.36 feet; Course No. 2: North $76^{\circ}20'46''$ East, 60.00 feet; Course No. 3: thence Southerly along and around the arc of a curve concave Easterly and having a radius of 531.50 feet, an arc distance of 86.26 feet, said arc being subtended by a chord bearing and distance of South $18^{\circ}18'11''$ East, 86.16 feet to the Point of Tangency of said curve; Course No. 4: South $22^{\circ}57'08''$ East, 65.96 feet; Course No. 5: North $66^{\circ}59'34''$ East, 109.02 feet; Course No. 6: South $27^{\circ}48'03''$ East, 120.38 feet; Course No. 7: South $76^{\circ}53'20''$ East, 49.53 feet; Course No. 8: North $52^{\circ}22'32''$ East, 34.11 feet; Course No. 9: North $64^{\circ}07'41''$ East, 115.80 feet; Course No. 10: North $31^{\circ}31'13''$ East, 190.22 feet; Course No. 11: North $31^{\circ}58'14''$ East, 117.79 feet; Course No. 12: North $73^{\circ}04'53''$ East, 97.13 feet; Course No. 13: North $64^{\circ}14'26''$ East, 74.19 feet; Course No. 14: North $22^{\circ}10'50''$ East, 75.22 feet; Course No. 15: North $30^{\circ}49'28''$ East, 80.08 feet; Course No. 16: North $56^{\circ}39'10''$ East, 102.53 feet; Course No. 17: North $79^{\circ}55'34''$ East, 102.35 feet; Course No. 18: South $77^{\circ}28'39''$ East, 96.74 feet; Course No. 19: South $68^{\circ}10'24''$ East, 88.35 feet; Course No. 20: South $15^{\circ}31'38''$ West, 124.85 feet; Course No. 21: thence Westerly along and around the arc of a curve concave Northerly and having a radius of 275.00 feet, an arc distance of 32.18 feet, said arc being subtended by a chord bearing and distance of North $72^{\circ}54'12''$ West, 32.16 feet; Course No. 22: South $20^{\circ}26'56''$ West, 50.00 feet; Course No. 23: South $16^{\circ}52'40''$ West, 116.16 feet; Course No. 24: North $67^{\circ}21'34''$ West, 37.00 feet; Course No. 25: South $24^{\circ}45'43''$ West, 208.22 feet; Course No. 26: South $64^{\circ}12'23''$ East, 125.82 feet; Course No. 27: thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 395.00 feet, an arc distance of 150.21 feet, said arc being subtended by a chord bearing and distance of South $35^{\circ}08'32''$ West, 149.31 feet; Course No. 28: South $43^{\circ}57'49''$ East, 60.00 feet; Course No. 29: South $42^{\circ}01'36''$ East, 240.28 feet; Course No. 30: South $00^{\circ}52'33''$ East, 106.50 feet to the most Southerly corner of said Lot 9 of said Seaside at Ponte Vedra Beach Unit Two; thence South $09^{\circ}26'03''$ East, 454.84 feet to a point situate in the present Northerly right of way line of Mickler Road (as now established); thence North $75^{\circ}26'31''$ West of a curve concave Southerly and having a radius of 949.70 feet; thence along and around the arc of said curve and continuing along last said line, 256.49 feet, said arc being subtended by a chord bearing and distance of North $79^{\circ}38'55''$ West, 255.71 feet to a Point of Compound Curvature of a curve concave Southerly and having a radius of 494.80 feet; thence along and around the arc of said curve and continuing along last said line, 349.23 feet, said arc

being subtended by a chord bearing and distance of South 72°23'41" West, 342.03 feet to the Point of Tangency of said curve; thence South 52°10'30" West and continuing along last said line, 195.73 feet to a point situate in the Westerly boundary of said Section 45; thence North 17°15'24" West along last said line, 1,037.84 feet to an angle point in said line; thence North 39°41'58" West and continuing along last said line, 155.00 feet to the POINT OF BEGINNING.

Containing 27.2093 acres, more or less.

THIS INSTRUMENT PREPARED &
AND RETURN TO:

Karen M. Connell

LeBoeuf, Lamb, Leiby & MacRae

60 N. Laura St., Suite 2800

Jacksonville, Florida 32202

In Commonwealth

Recorded in Public Records St. Johns County, FL
Clerk # 92024053 O.R. 953 P. 72 10:59AM 08-17-92
Recording 21.00 Surcharge 3.00



**SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR
CROSSROADS**

5 Rec
2143

This Supplemental Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads Unit Two (the "Supplemental Declaration") is made this 4 day of August, 1992, by CROSSROADS PLANTATION, a Florida general partnership whose address is c/o LLI Corp., Post Office Box 4069, Jacksonville, Florida 32201 (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations recorded at Official Records Book 829, beginning at Page 57, public records of St. Johns County, Florida (the "Declaration") provides for the annexation of Additional Property (as defined therein) which may be added to the Property (as defined in the Declaration and described below) which will then be subject to the Declaration; and

WHEREAS, Declarant is the owner of that certain real property described in Exhibit "A" (the "Unit Two Property") which real property is located within the Additional Property, and is contiguous to Crossroads Unit One as recorded in Map Book 23, pages 1 through 5, public records of St. Johns County, Florida.

NOW THEREFORE, Declarant, by virtue of the authority granted to it under the Declaration, hereby annexes the Unit Two Property to become a part of the Property and the Unit Two Property shall hereafter be deemed to be a part of the Property and subject to the Declaration and this Supplemental Declaration, both as amended from time to time. The Unit Two Property shall be held, transferred, developed, sold, conveyed, and occupied subject to the easements, covenants, conditions, restrictions, limitation, charges, and liens (sometimes referred to as the "covenants and restrictions") contained in the Declaration, as amended by this Supplemental Declaration. During such time as the Unit Two Property is owned and developed by Declarant or Declarant's assignee, the Unit Two Property shall continue to be Exempt Property, as defined in Article VI, Section 9 of the Declaration. Each Parcel in the Unit Two Property shall cease being Exempt Property upon the recordation of a deed from Declarant or Declarant's assignee conveying the Parcel to an Owner. Except as herein modified, the Declaration remains unchanged and is full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Declaration as of the date first above written.

WITNESSES:

Richard Mathaway
Print Name: RICHARD G. MATHAWAY

CROSSROADS PLANTATION, a
Florida general partnership

By: LLI Corp., a Florida
corporation, General Partner

Nancy Prewitt
Print Name: NANCY PREWITT

By: Robert R. Kreis
Name: Robert R. Kreis
Its: Vice President

Richard Mathaway
Print Name: RICHARD G. MATHAWAY

By: MIDLAND PROPERTIES INCORPORATED,
a Delaware corporation, doing
business on MPI Properties,
Inc., General Partner

Nancy Prewitt
Print Name: NANCY PREWITT

By: Bryan Simpson, Jr.
Name: Bryan Simpson, Jr.
Its: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of August, 1992, by Robert R. Kreis, the Vice President of LLI CORP., a Florida corporation, on behalf of the corporation as a general partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership, who is personally known to me or has presented Florida Driver's License as identification and did not take an oath.

Nancy Prewitt
Notary Public
Print Name: Nancy Prewitt
My commission expires: _____
Commission No. _____

[NOTARY SEAL]



NANCY PREWITT
MY COMMISSION EXPIRES
January 23, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA
COUNTY OF DUVAL

O.R. 953 PG 0684

The foregoing instrument was acknowledged before me this 4th day of August, 1992, by Bryan Simpson, Jr., the Vice President of MIDLAND PROPERTIES INCORPORATED, a Delaware corporation doing business as MPI Properties, Inc., on behalf of the corporation as a general partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership, who is personally known to me or has presented Fl. Driver's License as identification and did not take an oath.

Nancy Prewitt
Notary Public
Print Name: Nancy Prewitt
My commission expires: _____
Commission No. _____

[NOTARY



NANCY PREWITT
MY COMMISSION EXPIRES
January 23, 1995

BONDED THRU NOTARY PUBLIC UNDERWRITERS

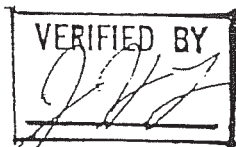
Crossroads Unit Two

*Exhibit A*CAPTION

A portion of the Moses Levy Grant, Section 45, together with a portion of the F.P. Sanchez or Levy Grant, Section 71, Township 4 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows: COMMENCE at the Northwesterly corner of Lot 1N, as shown on the plat of Oceanfront Dunes at Ponte Vedra, as recorded in Map Book 13, Pages 69 and 70 of the Public Records of said County, said point lying in the Easterly right of way line of State Road No. 203 (formerly State Road No. 78 and/or Highway A-1-A), a 66 foot right of way as now established; thence South 70°50'30" West, along the Southwesterly prolongation of the Northerly line of said Lot 1N, Oceanfront Dunes at Ponte Vedra Beach and along the most Southerly line of Deed Book 27, Page 513 of the Public Records of said County, a distance of 1357.31 feet; thence North 16°36'30" West, along the Westerly line of said Deed Book 27, Page 513, a distance of 791.39 feet to the Southerly line of Official Records Volume 341, Page 727, said line also being the Southerly line of Deed Book 27, Page 513 of the Public Records of said County; thence South 70°42'53" West, along last said line, a distance of 1583.88 feet to a point situate in the Westerly right of way line of State Road No. A-1-A (a 200 foot right of way), the same being the Northeast corner of Crossroads Unit One, as recorded in Map Book 23, Pages 1, 2, 3, 4 and 5 of the Public Records of said County; thence continue South 70°42'53" West, along said Southerly line of Deed Book 27, Page 513 of said Public Records, a distance of 700.00 feet to the Northwest corner of said plat of Crossroads Unit One for a POINT OF BEGINNING; thence continue South 70°42'53" West, along said Southerly line of Deed Book 27, Page 513, a distance of 770.35 feet to a point situate in the Southwesterly boundary of said Section 45; thence South 41°43'25" East, along said Southwesterly boundary, 439.30 feet; thence South 14°43'13" East and continuing along said boundary of Section 45, a distance of 627.11 feet; thence South 39°41'58" East and continuing along said Southwesterly boundary of Section 45, a distance of 141.36 feet; thence North 52°29'54" East, 215.06 feet; thence North 50°53'14" East, 355.01 feet; thence South 54°01'44" East, 64.75 feet to its intersection with an arc of a curve concave Northwesterly and having a radius of 663.67 feet; thence Northeasterly along and around the arc of said curve, 20.96 feet; said arc being subtended by a chord bearing and distance of North 38°22'41" East, 20.96 feet; thence South 54°01'44" East, 140.00 feet; thence North 34°57'15" East, 60.01 feet; thence North 38°44'22" East, 125.34 feet; thence North 41°56'27" East, 69.93 feet; thence North 51°49'27" East, 60.87 feet; thence North 69°30'44" East, 114.02 feet; thence South 87°19'42" East, 53.70 feet; thence South 78°50'33" East, 51.31 feet; thence North 88°58'51" East, 52.78 feet.

East, 169.42 feet to a point situate in the Southerly right of way line of Crossroad Lakes Drive (a 60 foot right of way as shown on said plat of Crossroads Unit One), said right of way line being a curve concave Northerly and having a radius of 725.92 feet; thence Westerly along and around the arc of said curve and along said Southerly right of way line, 60.02 feet; said arc being subtended by a chord bearing and distance of North $59^{\circ}44'58''$ West, 60.00 feet to a Point of Reverse Curvature of a curve concave Southerly and having a radius of 402.71 feet; thence along and around the arc of said curve and continuing along last said line, 377.62 feet; said arc being subtended by a chord bearing and distance of North $84^{\circ}14'39''$ West, 363.94 feet to the Point of Tangency of said curve; thence South $68^{\circ}53'33''$ West and continuing along last said line, 14.29 feet to a Point of Curvature of a curve concave Southerly and having a radius of 445.00 feet; thence along and around the arc of said curve and continuing along last said line, 228.14 feet; said arc being subtended by a chord bearing and distance of South $54^{\circ}12'20''$ West, 225.65 feet to the Southwest corner of said Crossroads Unit One; thence North $32^{\circ}02'53''$ West, along the Westerly boundary of said Crossroads Unit One, 887.03 feet to the POINT OF BEGINNING.

Containing 21.2840 acres, more or less.



SECOND

SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS, RESTRICTIONS AND LIMITATIONS

THIS SECOND SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS (the "Supplemental Declaration") is made this 20th day of July, 1993, by CROSSROADS PLANTATION, a Florida general partnership, whose address is c/o LLI Corp., Post Office Box 4069, Jacksonville, Florida 32201 (the "Declarant").

W I T N E S S E T H :

THAT, WHEREAS, the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations as recorded in Official Records Book 829, page 57, as supplemented by Supplemental Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads, as recorded in Official Records Book 953, page 682, both of the public records of St. Johns County (collectively, the "Declaration"), provides for the annexation of Additional Property (as defined therein) which may be added to the Property (as defined in the Declaration and described below) which will then be subject to the Declaration; and

WHEREAS, Declarant is the owner of that certain real property described on attached Exhibit "A" (the "Land"), which Land is located within and part of the Additional Property; and

WHEREAS, Declarant desires to subject the Land to the Declaration;

NOW THEREFORE, Declarant, by virtue of the authority granted to it under the Declaration, hereby annexes the Land to become a part of the Property. The Land hereafter shall be deemed to be a part of the Property and subject to the Declaration and this Second Supplemental Declaration, both as amended and supplemented from time to time. The Land shall be held, transferred, developed, sold, conveyed, and occupied subject to the easements, covenants, conditions, restrictions, limitations, charges, and liens contained in the Declaration, as amended by this Second Supplemental Declaration. During such time as the Land is owned and developed by Declarant or Declarant's assignee, as successor developer, the Land shall continue to be Exempt Property, as defined in Article VI, Section 9 of the Declaration. Each Parcel in the Land shall cease to be Exempt Property upon the recordation of a deed from Declarant or Declarant's assignee, as successor developer, conveying the Parcel to an Owner. Except as herein modified and supplemented, the Declaration remains unchanged and is full force and effect.

JK 19140 00704 JK27669.1
07/19/93 3:23pm

THIS INSTRUMENT PREPARED BY

AND RETURN TO:

Douglas G. Stanford

LeBoeuf, Lamb, Leiby & MacRae

Recorded in Public Records St. Johns County, FL
Book # 93022005 O.R. 1002 PG 1613 01:14PM 07-22-93
Recording 17.00 Surcharge 2.50

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the date first above written.

Witnesses:

CROSSROADS PLANTATION, a
Florida general partnership

By: LLI Corp., a Florida
corporation, partner

By: Robert R. Kreis
Robert R. Kreis
Its Vice President

Janice R. Long
Name: Janice R. Long
Richard G. Hathaway
Name: Richard G. HATHAWAY

By: Midland Properties
Incorporated, a Delaware
corporation, d/b/a MPI
Properties, Inc., partner

By: George G. Kennedy Jr.
Name: George G. Kennedy Jr.
Its: Vice President

Janice R. Long
Name: Janice R. Long
Richard G. Hathaway
Name: Richard G. HATHAWAY

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th
day of July, 1993, by Robert R. Kreis, the Vice President of LLI
Corp., a Florida corporation, on behalf of the corporation as a
partner of CROSSROADS PLANTATION, a Florida general partnership and
who is personally known to me or has produced a Florida
state driver's license as identification.

Janice R. Long
Print Name: Janice R. Long
Notary Public, State of Florida
My commission expires: _____
Commission No. AA705740

[NOTARIAL SEAL]



JANICE R. LONG
MY COMMISSION EXPIRES
September 12, 1993
RUNES FOR NOTARY PUBLIC UNDERWRITERS

O.R. 1002 PG 1615

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of July, 1993, by George L. Kennedy, Jr., the Vice President of Midland Properties Incorporated, a Delaware corporation doing business as MPI Properties, Inc., on behalf of the corporation as a partner of CROSSROADS PLANTATION, a Florida general partnership and who is personally known to me or has produced a Texas state driver's license as identification.

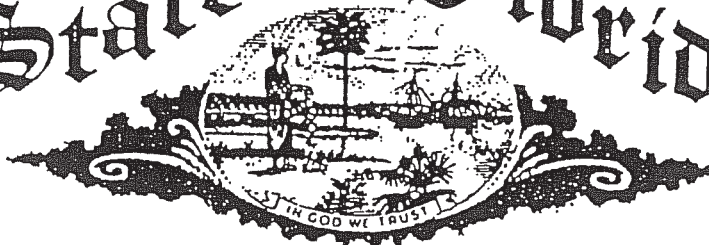

Print Name: Janice R. Long
Notary Public, State of Florida
My commission expires: _____
Commission No. AA705740

[NOTARIAL SEAL]



JANICE R. LONG
MY COMMISSION EXPIRES
September 12, 1993
DANGER: Do not use my public underwriters

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CROSSROADS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 21, 1989, as shown by the records of this office.

The document number of this corporation is N31870.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of April, 1989.



CR2EO22 (6-88)

Jim Smith

Jim Smith
Secretary of State