

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
TURTLEBACK CROSSING

I N D E X

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DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
TURTLEBACK CROSSING

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by TRECO, Inc., a Florida corporation, 1325 San Marco Boulevard, Jacksonville, Florida 32207 ("Developer"), this 19TH day of OCTOBER, 1983.

Preliminary StatementARTICLE I

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the owner of the real property located in St. Johns County, Florida more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property") in fee simple absolute subject to those matters described on Exhibit A. Developer has caused the Property to be surveyed and platted as Turtleback Crossing Unit One in accordance with the Plat. Developer hereby restricts the use of the Property as hereinafter provided, and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "Association" means Turtleback Crossing Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.2 "Board" or "Board of Directors" means the Association's Board of Directors.

1.3 "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands described on Exhibit "B" attached to this Declaration and incorporated herein by this reference, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.4 "Developer" means TRECO, Inc., a Florida corporation, its successors and assigns with respect to the Property, and all other Persons who acquire an interest in more than one Lot or any other portion of the Property for the purpose of development of the Property or of completing the Work.

1.5 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.6 "Legal Documentation" The legal documentation for Turtleback Crossing consists of this Declaration, the

Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the Legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, shall have the following meanings:

(a) "Declaration" means this Declaration of Covenants and Restrictions for Turtleback Crossing and any supplemental declarations made in accordance herewith, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(c) "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.7 "Lakefront Lots" means lots One (1) through twenty-four (24), inclusive as identified on the Plat.

1.8 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential townhome, but excluding the Common Area and any areas dedicated to public use.

1.9 "Member" means each Owner as provided in Article III hereof.

1.10 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgment, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.11 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.12 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any other Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner to the extent of each Lot from time to time owned by the Developer.

1.13 "Person" means any natural person or artificial entity having legal capacity.

1.14 "Plat" means that subdivision plat of Turtleback Crossing Unit One recorded in Plat Book 15, pages 22 through 25 of the Official Public Records of St. Johns County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.15 "Players Club Association" means The Sawgrass Players Club Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns, the entity responsible for administration and enforcement of the Players Club Documentation.

1.16 "Players Club Documentation" means the following legal documentation pertaining to the Players Club at Sawgrass:

(a) "Players Club Declaration" means the Supplemental Declaration of Covenants for Players Club at Sawgrass record-

ed at O. R. Vol. 567, page 216 of the Public Records of St. Johns County, Florida, as amended from time to time.

(b) "Players Club Articles" means the Articles of Incorporation of the Sawgrass Players Club Association, Inc., as amended from time to time.

(c) "Players Club By-Laws" means the By-Laws of the Players Club Association, Inc., as amended from time to time.

1.17 "Property" means the lands in St. Johns County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided in Article X, below.

1.18 "Recorded" means filed for record in the Public Records of St. Johns County, Florida.

1.19 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Legal Documents.

1.20 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.21 "Unit" means a single family townhome dwelling located on a Lot as part of a multifamily building, as shown on the Plat.

1.22 "Unplatted Lands" means the lands in St. Johns County, Florida, described on Exhibit "C" attached to this Declaration and incorporated herein by this reference.

1.23 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days; and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "Common Area", "Lot", and "Property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PROPERTY RIGHTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to

the Association, at such time as in its sole discretion deems appropriate, the title to roads and other common areas, subject to any mortgages for improvements to such common areas, to taxes for the year of conveyance, to restrictions, to conditions, to limitations, easements of record for drainage and public utilities perpetual non-exclusive easements for ingress and egress granted by the terms of the Declaration of the Players Club Declaration. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or non exclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such dedication or transfer must be approved by at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida, as well as the approvals required under the Players Club Declaration.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided below.

(e) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property.

(f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations easements and other Recorded documents, including without limitation the Supplemental Declaration of Covenants for The Players Club at Sawgrass recorded in O. R. Vol. 567, page 216, of the Public Records of St. Johns County, Florida.

The foregoing easement is limited to using the Common Area for its intended purposes in a reasonable manner; and, with respect to any particular use or activity, it is limited to those portions of the Common Area from time to time improved or otherwise suitable for such use or activity.

2.2 Players Club Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer, the Association or the Players Club Association to serve the Property, holders of Mortgages on any Lot and such other persons as the Developer, the Association or the Players Club As-

sociation has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across those portions of T.P.C. Boulevard, Alta Mar Drive, and Oak Bridge Drive identified on the Plat as the Easement for Ingress and Egress subject to the terms and conditions of the Legal Documents and the Players Club Documentation.

2.3 Turtleback Crossing Roadways. The roadways and rights of way, designated on the Plat as Tract A shall constitute part of the Common Area. Each Owner and their guests, invitees, all delivery, pick up, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer, the Association, or the Players Club Association to serve the Property, the holders of Mortgages, and such other persons as Developer, the Association or the Players Club Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Tract A, subject to the terms and conditions of the Legal Documents and the Players Club Documentation.

2.4 Sidewalks. Each Owner shall have an easement for the use and enjoyment of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks, paths, or easement areas shown on the Plat and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. In addition to the sidewalk easements shown on the Plat, each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance, and use of sidewalks.

2.5 Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and the adjacent portion or portions of the Common Area, and between adjacent Lots, for (i) the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces (and the use thereof for permitted parking purposes), and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of Law apply to the foregoing easements. The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and, except as to pull-off parking spaces, easements of encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

2.6 Lakeside Lot Easements. There are reciprocal, appurtenant and perpetual easements between each Lakeside Lot and all other Lakeside Lots for pedestrian ingress and egress from each Lakeside Lot to the lakes and other similar bodies of water located within the Property, and for pedestrian traffic along the shoreline of such lakes or bodies of water for the benefit of the Owner of each Lakeside Lots and their family members, guests, lessees, and invitees. All Owners of Lakeside Lots, their family members, guests, lessees and invitees have a non-exclusive and perpetual right of ingress and egress over and across the lands surrounding the lakes or other bodies of water located within the Property that are owned or are intended to be owned by the Players Club Association.

2.7 Property Buffer Wall - As part of the Work, Developer has constructed a series of walls across portions of Lots 1 and 28 through 52 inclusive, of the Plat that separates the Property, and provides a buffer, from the adjoining Players Club roadway system. If the provisions of this Declaration are extended to the Unplatted Lands as provided in Article X hereof, Developer intends to construct similar walls on some of the Lots to be platted in subsequent phases of Turtleback Crossing. All such walls that are constructed within the Property for the purpose of providing a buffer from the adjoining roadway system are herein identified as the "Property Buffer Wall".

Lots 1, and 28 through 52 inclusive, and any other Lots in any portion of Turtleback Crossing upon which the Property Buffer Wall is constructed are subject to an exclusive perpetual easement for the location of the Property Buffer Wall to the extent that the Property Buffer Wall has been constructed by the Developer as part of the Work. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Buffer Wall and the landscaping associated therewith, as is necessary or convenient for the Association to perform its maintenance responsibilities imposed by this Declaration.

2.8 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the Plat. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas nor alter the flow of drainage nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for utility purposes as provided in Paragraph 2.1(c) of this Article.

2.9 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

2.10 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

2.11 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.12 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

ARTICLE III

USE RESTRICTIONS

3.1 Players Club Association and Restrictions.

(a) Players Club at Sawgrass. There is an additional homeowner's association to which Owners of Lots in Turtleback Crossing will become members automatically upon the acceptance of a deed to a Lot. The Sawgrass Players Club Association, Inc. ("Players Club Association") represents residents of the Players Club at Sawgrass, including Turtleback Crossing and its members are those persons appointed or elected in accordance with its articles of incorporation and by-laws. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the "Declaration of Restrictions and Supplementary Declaration of Covenants for the Players Club at Sawgrass [Turtleback Crossing]" and exhibits thereto as recorded in Official Records Book 567, Page 216, of the Public Records of St. Johns County, Florida, as the same may be amended from time to time.

(b) Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in The Players Club Documentation.

(c) Responsibilities of the Association. If for any reason the Turtleback Crossing Association refuses or fails to perform the obligations imposed on it under the terms of

this Declaration, and under any other documents relevant to the Property, the Players Club Association shall be and is hereby authorized to act for and on behalf of the Association with regard to that which the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association shall be reimbursed by the Association.

(d) Players Club Documentation. The Property and all portions thereof shall be held, occupied, sold and transferred subject to the provisions of the Players Club Documentation and the rules and regulations of the Players Club promulgated thereunder. To the extent that there is an irreconcilable conflict between the provisions of Players Club Documentation and the Legal Documentation, the provisions of the Players Club Documentation shall control when more restrictive.

3.2 Residential Use. Each Lot shall be improved and used for single family residential purposes only, and no trade, business, or profession of any kind may be conducted in, on, or from any Lot, subject to the rights herein reserved to Developer to complete the Work. The letting, renting, or leasing of Lots or Units for transient occupancy for minimum periods of one month or less shall constitute a trade of business and are hereby prohibited.

3.3 Other Structures. Without the prior written approval of the Association, no tents, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, playground equipment or structures of any type whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent may be erected on a Lot, except a mail box, the size, location, design and type of which have been approved by the Association.

3.4 Landscaping. The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No significant additional planting or significant removal of the lawn or natural vegetation is permitted that will alter the natural style of landscaping installed by the Developer. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Association. No hedges or hedge like grouping of plants shall be permitted to exceed four (4) feet in height. No artificial grass, plants or other vegetation shall be placed or maintained on any Lot.

3.5 Fences.

(a) General. No fences, walls or similar structures may be erected on a Lot, until the location, quality, style, color and design have been first approved in writing by the Association. The Association shall grant such approval only when necessary to provide privacy from parking lots, driveways and other highly trafficked areas and shall not grant approval for any fence on a Lakeside Lot without a showing of special hardship. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire or steel fences are permitted. All fences must be constructed and painted or stained, in a manner compatible with the Work, as determined in the sole discretion of Association, and must be maintained to preserve harmony with the Work and an attractive appearance from the exterior of each Lot. To the extent any fences are approved, the Association shall select one or more fence type(s) compatible with the Work and shall require uniform use of these fence type(s). The provisions of this paragraph shall not apply to any fences constructed as part of the Work or any replacements or repairs thereof.

(b) Property Buffer Wall. Developer has constructed as part of the Work a Property Buffer Wall, as defined in paragraph 2.7 hereof. All Lots upon which the Property Buffer Wall is located are subject to the following additional restrictions:

(i) without the prior written approval of the Association, the Property Buffer Wall may not be altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property from the adjoining Players Club roadway system; and

(ii) without the prior written approval of the Association, the portion of any Lot upon which the Property Buffer Wall is located that lies between the Property Buffer Wall and the Players Club roadway system shall not be used by the Owner or occupant of such Lot for any purpose whatsoever, including any landscaping activities.

3.6 Set-Back Lines. Because cluster housing tends to facilitate construction of dwellings both directly behind and directly beside other dwellings, no specific set-back lines are established by this Declaration. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. Developer reserves the right to establish specific setback lines applicable to any unsold Lots in the Property.

3.7 Parking Restrictions. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles, no vehicle, boat, or trailer may be parked, stored, kept, repaired, or restored anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph and except that boats, trailers and other vehicles may be parked in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit, the driveway or the pull-off parking space constructed on Lots as a part of the Work. No parking places may be constructed on any Lot, except as originally constructed as part of the Work. Commercial vehicles shall not be parked within public view on a regular basis. No part of the Common Areas shall be used for parking except for designated parking spaces and except that guests or invitees of an Owner or occupant of a Lot may park in the roadways located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours. The Playes Club Declaration may impose more stringent parking regulations.

3.8 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of his Unit including driveways and parking areas (except as provided in this Declaration) including the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. No garage shall be permanently enclosed or converted to

another use without the written approval of the Association. No carports shall be permitted unless approved by the Association and all garages shall contain at least 180 square feet of usable space appropriate for the parking of automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use.

3.9 Antennas. Each Unit is wired for the installation of interior antenna installation. No television or radio masts, towers, poles, antennas, aerials, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the Association. In general the Association shall not approve any such items if reasonably adequate interior antenna locations are provided for such Lot by Developer as part of the Work or a master television and radio antenna system or cable system is available to such Lot.

3.10 Animals and Rubbish. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats, or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on Lots subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. All pets are prohibited from the recreational facilities located on the Common Area. Dogs must be leashed at all times. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's Regulations.

3.11 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands or lakes. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system or into the marshlands or lakes. St. Johns Utilities, Inc., or its successors or assigns, has a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

3.12 Signs. No sign of any kind shall be displayed to public view within the Property except customary name and address signs approved by the Association, and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the Association's Regulations and the Playes Club Regulations.

3.13 Outdoor Drying of Laundry. Outdoor drying of laundry must be done in areas that are completely screened from view from adjacent Lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Association. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Lots.

3.14 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.

(b) Alterations. Nothing shall be altered or constructed upon, or removed from, the Common Area.

(c) Activities. No activity is permitted in or upon the Common Area, except those for which the Common Area is from time to time suitably improved.

(d) Wetlands. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated in whole or in part upon, or adjoining the Property, except as permitted by the Players Club Association. Without limitation, the Players Club Association from time to time may prohibit any and all uses and activities in, upon, and about any such wetland.

3.15 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, anywhere within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted anywhere within the Property, nor shall anything be done within the Property that may constitute any annoyance or nuisance to any Owner or to any other Person at any time lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and all other Owners harmless against all loss from all damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance in force complying with the requirements of this Declaration or such additional reasonable insurance requirements as the Association from time to time may establish. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

3.16 Rules and Regulations. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Whenever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association promulgates Regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

3.17 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall, repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to

the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

4.2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except Developer and are entitled to one vote for each Lot owned. Upon termination of Class B Membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B member(s) is Developer and is entitled to three votes for each Lot owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five (5) years from the recording date of this Declaration, or any amendatory or supplemental declaration extending this Declaration to the Unplatted Land.

4.3 Co-Ownership. If more than one Person holds the Record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

4.5 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. The presence in person or by proxy, of members entitled to cast at least one-half (1/2) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class A members, if there is no Class B membership. If the required quorum is not present or represented, the members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Asso-

ciation prior to members meetings. No Owner may hold more than five (5) proxies.

4.6 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) Maintenance and Repair. Subject to the rights of the Developer and the Owners, as set forth in this Declaration and the rights of the Players Club Association set forth in the Players Club Declaration, the Association has exclusive management and control of the Common Area, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and servicable condition, and in good order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, roadways, equipment, and tangible personal property installed by Developer as part of the Work.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Area, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

5.2 Exterior Lot Maintenance.

(a) Landscaping Maintenance. The Association shall provide lawn maintenance, including mowing, fertilizing and pest control for all grassed areas as originally installed by Developer located on each Lot within the Property. The Association may provide full landscaping maintenance to all landscaped portions of the Lots upon the approval of Owners as provided in paragraph 5.3 hereof. The Association shall perform all landscaping maintenance and replacements in a manner that will preserve the natural style of landscaping originally installed by Developer as part of the Work. The Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the landscaping maintenance herein described.

(b) Other Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit in a manner satisfactory to the Board of Directors, after reasonable notice specifying the maintenance or repair item, the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association. Additionally, all unpaid costs and interest shall be a lien against the Lot and the personal obligation of the Owner of the Lot in the same manner as herein provided for other assessments of the Association.

(c) Property Buffer Wall and Privacy Fences. The Association is responsible for the maintenance, repair and replacement of the Property Buffer Wall as defined in paragraph 2.7 hereof, and the privacy fences installed on or near the Lot lines by Developer as part of the Work, and shall keep the same in good order and repair and in an attractive condition. The Association has an easement over all Lots as shall be necessary or convenient to perform these maintenance responsibilities.

5.3 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations. The Association may contract with others to furnish landscaping maintenance insurance coverage, building maintenance, termite and pest control or any other services or materials to all Lots or to any group of Lots that are otherwise herein required to be performed or provided by the Owners; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

5.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

5.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impair-

ing, or otherwise interfering with the scope or enforcement, of: (i) any restriction imposed on the Property by this Declaration without the written approval of the Developer; or (ii) any restriction imposed on the Property by the Players Club Declaration or any rule or regulation of the Players Club Association without the written approval of the Players Club Association. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

5.6 Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.8 Access by Association. The Association has a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents or employees of any such contractor or manager.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of Record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

(a) An Annual Assessment, as defined in paragraph 6.2 of this Article; and

(b) Special Common Area assessments, as defined in paragraph 6.5 of this Article;

(c) Special assessments for property taxes levied and assessed against the Common Area, as defined in paragraph 6.4 of this Article;

(d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.6 of this Article; and

(e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

6.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and;

(b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to Law;

6.3 Amount.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual maintenance assessment shall be Five Hundred Twenty-Eight Dollars (\$528.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than fifteen percent (15%) above the maximum annual assessment for the previous year unless otherwise approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes

levied on the Common Areas, and shall assess each Owner for the cost thereof as provided in paragraph 6.1 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. In the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the Annual Assessment described above. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

6.5 Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, including fixtures and related personal property, provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.6 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Lot, or failure to maintain adequate insurance and a termite bond as required herein, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

6.7 Uniformity of Assessments. The Annual Assessment and any special Common Area assessment must be uniform throughout the Property, except that the Annual Assessment against any Lot in which Developer owns any interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in the Association in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%), of the amount of the applicable Annual Assessment against Lots owned by the Class A members of the Association then in effect; provided that Developer shall fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period of control. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the balance of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, the Developer shall pay an annual assessment amount attributable to any Lot(s) then owned by Developer and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

6.8 Commencement of Annual Assessment. The Annual Assessment begins as to all Lots within the Property on the first day of the month following the Recording of the first transfer of title by Developer of any Lot therein to an Owner other than Developer.

If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the Recording of the first transfer of title by Developer to an Owner other than Developer of any Lot therein. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

6.9 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The Recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, Record a notice of lien to further evidence the lien established by this Declaration as to any Lot against which the Annual Assessment is more than 30 days delinquent.

6.10 Remedies of the Association. Any assessment not paid within 30 days after its due date bears interest at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

6.11 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as an owner, but for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

6.12 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowl-

edge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.13 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Exterior Lot Maintenance.

(a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Lot, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, the privacy fences defining the courtyards of each Unit, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping maintenance not performed by the Association, and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance. As to maintenance items requiring normal periodic maintenance, such as painting and staining, all Owners within a building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance of portions of a building may be required due to exposure to the sun or other conditions causing accelerated weathering. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas, and shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Association. Owners shall use only

roof materials, paint, and stain colors approved by the Association when performing repair and maintenance, or when re-painting or staining the exterior of their Units.

(b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and (ii) not less than seventy-five percent (75%) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as elsewhere provided in this Declaration.

7.2 Insurance. Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within 15 days of the issuance of the policy and within 15 days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

7.3 Termite Protection. Each Owner shall annually cause his Unit to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite bond with respect to his Unit. Each Owner shall provide the Association with a copy of each annual inspection and evidence that the bond is in full force and effect. Failure of an Owner to obtain and maintain such a bond, shall permit the Association, following ten (10) days notice, to obtain a termite inspection and bond, and to specifically assess the Owner for the cost thereof, including a reasonable fee for obtaining the inspection and bond. An Owner may join with other Owners of Units within his building to obtain termite protection for the entire building or may authorize the Association to obtain termite protection for his Unit and other Units in the Property; provided however, nothing herein shall be deemed to require the Association to provide such service.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Players Club Association Architectural Control. In addition to the architectural and landscaping control requirements herein established, any and all improvements, alterations, additions, reconstruction or attachments to the exterior of any Lot or Unit or to the landscaping scheme of any Lot shall also require the approval of the Players Club Association as provided in the Players Club Declaration. It shall be each Owners responsibility to apply to and receive approval from the Players Club Association prior to the construction of any such improvement, alteration, addition or attachment. Any architectural review conducted by the Association is subject to review by the Players Club Association

Architectural Review Board whose decision shall be final and shall supersede any conflicting determination by the Association.

8.2 Architectural Control Committee. The Developer shall appoint as a standing committee an Architectural Control Committee, (the "Committee") composed of three or more persons who need not be Owners. The Developer shall retain the right to appoint the Committee members until the first to occur of i) the sale by Developer of all the Lots in the Property and the Unplatted Lands or ii) ten (10) years from the date this Declaration is Recorded. Thereafter the Board of Directors of the Association shall appoint the Committee members. Any references in the Legal Documents to architectural control approval by the Association shall be deemed to require the approval of the Committee. No member of the Committee shall be entitled to compensation for services performed but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds.

8.3 Committee Authority. Unless the Developer is designated by this Declaration to regulate a particular item, the Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements, including Units, located on the Property, in substantially the same appearance and condition as existed at the completion of the Work; and (iv) maintain uniformity of external appearance among the improvements located on the Property, including the exterior of Units. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend, and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the Committee, approved by the Board of Directors before taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.4 Committee Approval. Except for direct replacements of items installed by Developer as part of the Work, the Committee's prior approval is required for any and all changes (including color changes), alterations, additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any Lot or Unit within the Property or to the landscaping scheme provided by Developer as part of the Work, unless any structure, use, or activity is expressly permitted by the Committee's promulgated rules and regulations.

8.5 Applications. All applications to the Committee must be accompanied by reasonably detailed plans and specifications. If the Committee does not approve or disapprove any application within 30 days after receipt, the Committee's approval will be deemed given. If no suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of any provisions contained in this Declaration is commenced within six months following its completion, and a lis pendens or other notice of the pendency of such action Recorded, the Committee's approval also will be deemed given as to all Persons without knowledge of such violation, except the Owner creating such violation. In all other events, the Committee's approval must be in writing.

8.6 Standards. All action by the Association with respect to architectural controls shall (i) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of the Legal Documents; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

8.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the Players Club Association neither the Developer, the Players Club Association, the Committee members nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Association, the Players Club Association or the Committee.

ARTICLE IX

PARTY WALLS

9.1 General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restorations be made within 30 days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail postage prepaid, and deposited in the United States Mail.

After expiration of the 30 days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore. The affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall

be enforceable until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic Lien Law, including but not limited to the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security.

No lien acquired under these provisions shall be superior to or effective against any bona-fide purchaser or mortgagee who shall have acquired their interest of record prior the recordation of a claim of lien in accordance with this provision.

9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall may restore it. If other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of Law regarding liability for negligent, willful, or intentional act or omissions.

9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

9.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

9.6 Easement. In the event that there shall be located within any party wall pipes, vents, outlets, or other structures serving one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

ARTICLE X

OPERATION AND EXTENSION

10.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

10.2 Effect Upon Unplatted Lands. With respect to the Unplatted Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless and until from time to time extended to all or any portion of the Unplatted Lands by Developer recording an amendment to this Declaration, that declares all or a part of the Unplatted Land to be subject to the provisions hereof. Developer or any person to whom Developer has assigned its rights to develop the Unplatted Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Unplatted Lands described in such amendment and shall run with such lands and be binding

upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, neither this Declaration, nor any provision hereof, constitutes an encumbrance, cloud, doubt, or suspicion upon the title to all or any portion of the Unplatted Lands. If the provisions of this Declaration have not been so extended to all of the Unplatted Lands on or before fifteen years from the date this Declaration is Recorded, then this Declaration shall be null, void, and without further legal effect with respect to any portion as to which it has not been so extended.

10.3 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands requires the approval of the Players Club Association and two-thirds (2/3) of each class of those members of the Association present and voting in person or by proxy at a meeting duly convened for such purpose. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE XI

GENERAL PROVISIONS

11.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. The Players Club Association shall also have the right to enforce the provisions of this Declaration if the Association shall refuse to perform its obligations hereunder, following thirty (30) days written notice to the Association specifying the failure to enforce. If the Players Club Association, the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any Owner, other than Developer then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

11.2 Term and Renewal. The grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced

by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

11.3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, 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 or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration to cure any ambiguity or error, in this Declaration, in or any inconsistency between these provisions and the other Legal Documents or the Plat.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may only be amended with the joinder of the Players Club Association and: (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of all Owners; and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

11.4 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgages within the Property: (i) alienation or encumbering of all or any portion of the Common Area, except as expressly permitted under Article II, paragraph 2.1(c), of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in paragraph 11.3(a) of this Article; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association.

11.5 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any rea-

sonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Unit encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

11.6 Provisions Inoperative as to Initial Construction. Provided that the Work has been reviewed and approved by the Players Club Association, nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

(a) Structures. Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

(b) Business. Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, design centers, model units or any combination.

(c) Signs. Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its successors or assigns" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property or the Unplatted Land that is offered for sale in the ordinary course of Developer's business.

11.7 Severability. Invalidation of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

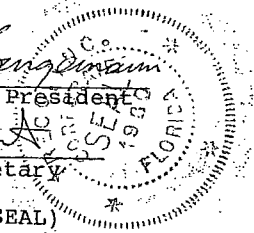
SIGNATURES WITNESSED BY:

TRECO, Inc.

Aiane L. Tardiff
Peggy A. Nicholson

By: David A. Bingemann
Vice President

Attest: Walter Bryant
Assistant Secretary



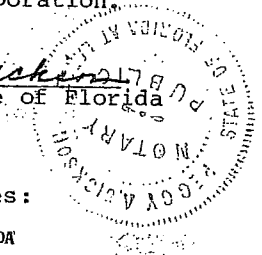
(CORPORATE SEAL)

"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th
day of OCTOBER, 1983, by David A. Bingemann and
WALTER BRYANT, respectively the Vice President and ASS'T
Secretary of TRECO, Inc. on behalf of the corporation.

Peggy A. Nicholson
Notary Public, State of Florida
at Large.



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires May 20, 1987.

TURTLEBACK CROSSING PHASE ONE:

A replat of a portion of Oak Bridge Unit One as shown on the Plat of Oak Bridge Unit One as recorded in Map Book 14, Pages 92 through 96, inclusive, of the Public Records of St. Johns County, Florida, being more particularly described as follows: BEGIN at the intersection of the Easterly right-of-way line of Oak Bridge Drive (an 80 foot right-of-way as now established), with the Northerly right-of-way line of Alta Mar Drive (a 100 foot right-of-way as now established), all as shown on the aforesaid Plat of Oak Bridge Unit One; thence Northerly and Northeasterly along said Easterly right-of-way line of Oak Bridge Drive run the following four courses and distances: Course No. 1: North 15°33'31" West, 29.83 feet, to the point of curvature of a curve to the left; Course No. 2: thence along and around the arc of a curve concave Southwesterly and having a radius of 940.00 feet, an arc distance of 189.36 feet, said arc being subtended by a chord bearing and distance of North 21°19'47" West, 189.04 feet, to the point of tangency of said curve; Course No. 3: North 27°06'02" West, 115.62 feet, to the point of curvature of a curve to the right; Course No. 4: thence along and around the arc of a curve concave Southeasterly and having a radius of 460.00 feet, an arc distance of 256.49 feet, said arc being subtended by a chord bearing and distance of North 11°07'38" West, 253.18 feet, to a point on said curve; thence North 83°06'59" East, 78.92 feet; thence South 88°17'25" East, 335.15 feet; thence North 65°28'49" East, 313.25 feet; thence South 33°01'26" East, 119.27 feet; thence North 75°57'50" East, 61.85 feet; thence South 16°11'21" East, 358.29 feet, to an intersection with the aforesaid Northerly right-of-way line of Alta Mar Drive; thence along said Northerly right-of-way line run the following four courses and distances: Course No. 1: South 89°15'51" West, 151.46 feet, to the point of curvature of a curve to the left; Course No. 2: thence along and around the arc of a curve concave Southeasterly and having a radius of 650.00 feet, an arc distance of 386.29 feet, said arc being subtended by a chord bearing and distance of South 72°14'21" West, 380.63 feet, to the point of tangency of said curve; Course No. 3: South 55°12'51" West, 105.15 feet, to the point of curvature of a curve to the right; Course No. 4: thence along and around the arc of a curve concave Northwesterly and having a radius of 750.00 feet, an arc distance of 164.93 feet, said arc being subtended by a chord bearing and distance of South 61°30'51" West, 164.60 feet, to the POINT OF BEGINNING.

Containing 8.18 acres, more or less.

COMMON AREAS OF TURTLEBACK CROSSING

Tracts "A", "B", and "C" according to the Plat of Turtleback Crossing Unit One recorded in Map Book 15 page 22 of the Public Records of St. Johns County, Florida.

TURTLEBACK CROSSING PHASE TWO:

A portion of Oak Bridge Unit One as recorded in Map Book 14, Pages 92 through 96, inclusive, of the Public Records of St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Easterly right-of-way line of Oak Bridge Drive (an 80 foot right-of-way as now established); with the Northerly right-of-way line of Alta Mar Drive (a 100 foot right-of-way as now established), all as shown on the aforesaid Plat of Oak Bridge Unit One; thence Easterly along said Northerly right-of-way line of Altamar Drive run the following four courses and distances: Course No. 1: thence along and around the arc of a curve concave Northwesterly and having a radius of 750.00 feet, an arc distance of 164.93 feet, said arc being subtended by a chord bearing and distance of North 61°30'51" East, 164.60 feet, to the point of tangency of said curve; Course No. 2: North 55°12'51" East, 105.15 feet, to the point of curvature of a curve to the right; Course No. 3: thence along and around the arc of a curve concave Southerly and having a radius of 650.00 feet, an arc distance of 386.28 feet, said arc being subtended by a chord bearing and distance of North 72°14'21" East, 380.62 feet, to the point of tangency of said curve; Course No. 4: North 89°15'51" East, 151.46 feet, to the POINT OF BEGINNING; thence continue Easterly along said Northerly right-of-way line the following three courses and distances: Course No. 1: North 89°15'51" East, 19.74 feet, to the point of curvature of a curve to the left; Course No. 2: thence along and around the arc of a curve concave Northwesterly and having a radius of 1050.00 feet, an arc distance of 257.72 feet, said arc being subtended by a chord bearing and distance of North 82°13'57" East, 257.08 feet, to the point of tangency of said curve; Course No. 3: North 75°12'03" East, 147.50 feet, to an intersection with the Westerly line of an 80 foot Easement as described and recorded as Exhibit "A" in Official Records Volume 405, Pages 276, of the Public Record of said County; thence Northerly along last said line run the following five courses and distances: Course No. 1: North 36°43'50" West, 11.28 feet; Course No. 2: North 26°03'49" West, 253.90 feet; Course No. 3: North 08°20'54" West, 249.04 feet; Course No. 4: North 04°22'57" East, 197.97 feet; Course No. 5: North 17°15'02" West, 191.55 feet; thence South 28°08'04" West, 150.17 feet; thence South 74°25'39" West, 316.62 feet; thence North 60°45'04" West, 60.00 feet; thence South 03°09'58" West, 319.81 feet; thence South 33°01'26" East, 119.27 feet; thence North 75°57'50" East, 61.85 feet; thence South 16°11'21" East, 358.29 feet, to the POINT OF BEGINNING.

Containing 7.94 acres, more or less.

Exhibit C

Page 1 of 2 Pages

TURTLEBACK CROSSING PHASE THREE:

A portion of Oak Bridge Unit One as recorded in Map Book 14, Pages 92 through 95, inclusive, of the Public Records of St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Easterly right-of-way line of Oak Eridge Drive (an 80 foot right-of-way as now established), with the Northerly right-of-way line of Alta Mar Drive (a 100 foot right-of-way as now established), all as shown on the aforesaid Plat of Oak Eridge Unit One; thence Northerly along said Easterly right-of-way line of Oak Bridge Drive run the following four courses and distances: Course No. 1: North 15°33'31" West, 29.83 feet, to the point of curvature of a curve to the left; Course No. 2: thence along and around the arc of a curve concave Southwesterly and having a radius of 940.00 feet, an arc distance of 189.36 feet, said arc being subtended by a chord bearing and distance of North 21°19'47" West, 189.04 feet, to the point of tangency of said curve; Course No. 3: North 27°06'02" West, 115.62 feet, to the point of curvature of a curve to the right; Course No. 4: thence along and around the arc of a curve concave Southeasterly and having a radius of 460.00 feet, an arc distance of 256.49 feet, said arc being subtended by a chord bearing and distance of North 11°07'38" West, 253.18 feet, to the POINT OF BEGINNING; thence continue Northerly along said Easterly right-of-way line of Oak Bridge Drive the following four courses and distances: Course No. 1: thence continue along and around the arc of said curve an arc distance of 201.83 feet, said arc being subtended by a chord bearing and distance of North 17°24'56" East, 200.21 feet, to the point of tangency of said curve; Course No. 2: North 29°59'06" East, 80.56 feet, to the point of curvature of a curve to the left; Course No. 3: thence along and around the arc of a curve concave Northwesterly and having a radius of 1040.00 feet, an arc distance of 603.90 feet, said arc being subtended by a chord bearing and distance of North 13°20'59" East, 595.45 feet, to the point of tangency of said curve; Course No. 4: North 03°17'07" West, 20.56 feet, to an intersection with the Southerly line of a 130 foot Drainage Easement as described and recorded as Exhibit "A" in Official Records Volume 405, Page 276, of the Public Records of said County; thence Southeasterly along last said line run the following three courses and distances: Course No. 1: South 87°48'50" East, 401.62 feet; Course No. 2: South 62°09'12" East, 349.60 feet; Course No. 3: South 82°14'13" East, 193.07 feet, to the Westerly line of an 80 foot Drainage Easement as described and recorded as Exhibit "A" in Official Records Volume 405, Page 276, of the Public Records of said County; thence South 17°15'02" East, along last said line, 20.00 feet; thence South 28°08'04" West, 150.17 feet; thence South 74°25'39" West, 316.62 feet; thence North 60°45'04" West, 60.00 feet; thence South 03°09'58" West, 319.81 feet; thence South 65°28'49" West, 313.25 feet; thence North 88°17'25" West, 335.15 feet; thence South 83°06'59" West, 78.92 feet, to the POINT OF BEGINNING.

Containing 12.73 acres, more or less.

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

1983 OCT 24 AM 9:51

Paul "Bud" Marshall
CLERK OF CIRCUIT COURT

Exhibit C

Page 2 of 2 Pages

VERIFIED BY

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