

3

821

fee 3,696.00

Prepared by and return to:
Emerson M. Lotzia, Esq.
Lawsikia J. Hodges, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
073661/0274

1 1001 10 110 10 1001 100 111 000 100 100 10 1001 10 1000 100 1 1000

INSTR # 200339049
OR BK 01183 PGS 0001-0821
RECORDED 10/23/2003 12:21:42 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 3,696.00

(Reserved for Clerk)

**NOTICE OF CLAIM
FOR DECLARATION OF COVENANTS AND RESTRICTIONS**

This **NOTICE OF CLAIM FOR DECLARATION OF COVENANTS AND RESTRICTIONS** ("Notice") is made this 17th day of October, 2003 by **AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.**, a non-profit Florida corporation operating as a homeowners' association, whose post office address is P. O. Box 3000, Amelia Island, Florida 32035-1307 ("Association"). The Association files this Notice of Claim pursuant to the Marketable Record Title Act, **FLORIDA STATUTES, CHAPTER 712 (2003)** regarding the real property described herein.

BACKGROUND FACTS

WHEREAS, Amelia Island Company, a Delaware corporation ("Company") recorded those Master Covenants as hereinafter defined, affecting all of those lands included in that certain master planned community known as Amelia Island Plantation, as shown on the site plan for Amelia Island Plantation attached hereto as EXHIBIT A (the "Property");

WHEREAS, on or about the same time that the Company recorded the Master Covenants, the Company recorded two subsets of covenants affecting certain areas of the Property designated for single family homes and multi-family buildings, Class "A" Covenants and Class "B" Covenants, as hereinafter defined, respectively, all in the public records of Nassau County, Florida, and all as may be further amended and spread from time to time;

WHEREAS, the Association desires to preserve the Master Covenants, the Class "A" Covenants and the Class "B" Covenants from extinguishment under the Marketable Record Title Act, **FLORIDA STATUTES, CHAPTER 712 (2003)** pursuant to the filing of this Notice.

THE ASSOCIATION HEREBY GIVES NOTICE OF THE FOLLOWING:

The Background Facts set forth above are stated to be true and correct and are incorporated herein by this reference.

A. **The Association's Claims.** The Association has several individual claims affecting the Property and certain portions of the Property in Amelia Island Plantation. The Association's claims are based on the following three (3) recorded instruments, as amended and spread from time to time (collectively, the "Recorded Instruments"):

1. **MASTER COVENANTS**, as defined on EXHIBIT B attached hereto and affecting those lands more particularly described on EXHIBIT B; and
2. **CLASS "A" COVENANTS**, as defined on EXHIBIT C attached hereto, and affecting those lands more particularly described on EXHIBIT C; and
3. **CLASS "B" COVENANTS**, as defined on EXHIBIT D attached hereto and affecting those lands more particularly described on EXHIBIT D.

B. **Statement of Marketable Title Action.** Pursuant to section 712.06(1)(b), FLORIDA STATUTES, CHAPTER 712 (2003), the President of the Association has executed an Affidavit, attached hereto as EXHIBIT E and made a part of this Notice, affirming that the Association's Board of Directors ("Board") mailed or hand-delivered to each member of the Association a statement of marketable title action in a form substantially similar to that as the form provided in section 712.06(1)(b), FLORIDA STATUTES, CHAPTER 712 (2003), at least seven days prior to a meeting of the Board, in which at such meeting at least two-thirds of the Board approved the filing of this Notice.

C. **Recorded Instruments.** Pursuant to section 712.06(d) FLORIDA STATUTES, CHAPTER 712 (2003), a copy of the Recorded Instruments is attached hereto as EXHIBIT F.

D. **Exhibits.** All Exhibits attached hereto are incorporated herein by reference to the same extent as though such Exhibits were repeated in the body of this Notice verbatim.

This Notice may be amended by the Board pursuant to the Articles of Incorporation and Bylaws of the Association.

[The remainder of this page is purposely left blank.]

The undersigned witness has subscribed his or her name.

**AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC.,** a non-profit Florida corporation

By: Mary Brannen
Mary Brannen, its President
P. O. Box 3000
Amelia Island, Florida 32035-1307

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 17th day of October, 2003, by Mary Brannen, the President of Amelia Island Plantation Community Association, Inc., a non-profit Florida corporation on behalf of said corporation, who is personally known to me or who has produced personally known as identification.

Diana L. Hendrickson
Printed Name: Diana L. HENDRICKSON
NOTARY PUBLIC - STATE OF FLORIDA

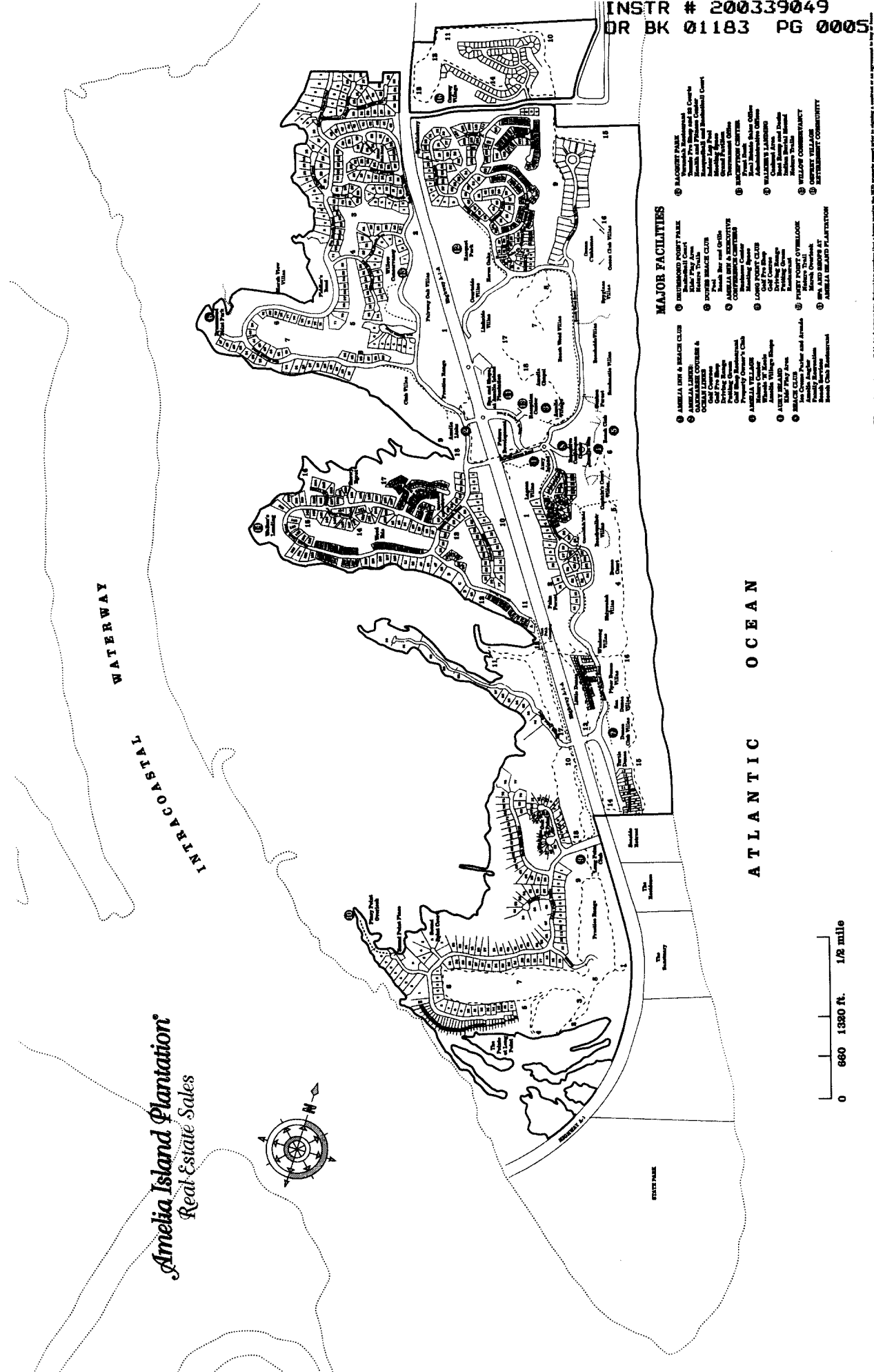


Certificate No.: CC 988524
My commission expires: JAN. 12, 2005

EXHIBIT A

SITE PLAN FOR AMELIA ISLAND PLANTATION

[See Attached]



Amelia Island Plantation
 Real Estate Sales

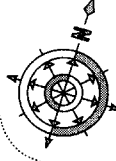


EXHIBIT A

For informational purpose only and not part of any legal description of this Notice

This plan has been prepared for the purpose of describing the general location and approximate boundaries of the property described herein. It is not intended to be a legal description of the property. The boundaries of the property are shown by the survey of the land on which the property is located. The boundaries of the property are shown by the survey of the land on which the property is located.

EXHIBIT B

1. The Master Covenants is defined as the following covenant, which covenant has been amended and spread from time to time:

DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 123, page 22 and re-recorded in Official Records Book 124, page 200; and as amended and restated in Official Records Book 178, page 249; and as further amended by Official Records Book 200, page 197; and as further amended by Official Records Book 223, page 699; and as further amended by Official Records Book 252, page 140; and as further supplemented by Official Records Book 253, page 269; and as further amended by Official Records Book 293, page 596; and as further amended by Official Records Book 391, page 37; and as further supplemented by Official Records Book 423, page 325; and as further supplemented by Official Records Book 440, page 233; and as further supplemented by Official Records Book 463, page 663; and as further supplemented by Official Records Book 473, page 407; and as further supplemented by Official Records Book 543, page 394, and as further amended by Official Records Book 544, page 566; and as further amended by Official Records Book 551, page 990; and as further supplemented by Official Records Book 531, page 826; and as further amended by Official Records Book 625, page 769; and as further supplemented by Official Records Book 637, page 120; and as further amended by Official Records Book 660, page 110; and as further amended and supplemented by Official Records Book 782, page 432 and re-recorded in Official Records Book 810, page 407; and as further amended by Official Records Book 817, page 625; and as further amended by Official Records Book 848, page 1642; and as further amended by Official Records Book 848, page 1666; and as further supplemented by Official Records Book 882, page 1316; all in the public records of Nassau, County, Florida, and as may be further amended and spread from time to time.

2. The legal description for the Property, which is all those lands affected by the Master Covenants, is all that property described in the Master Covenants, which best efforts indicate includes, but is not limited to, the property described in the following instruments recorded in the public records of Nassau County, Florida and more particularly described on the attached legal descriptions shown on Exhibit B-1 through Exhibit B-43:

AMENDMENT BY RESTATEMENT OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. recorded in Official Records Book 178, page 249 (See attached legal description pages Exhibit B-1 through Exhibit B-4);

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. recorded in Official Records Book 293, page 596 (This instrument deleted and severed the land described on the attached legal description on pages Exhibit B-5 through Exhibit B-15.);

Exhibit B-i

SUPPLEMENTARY DECLARATION SUBJECTING ADDITIONAL PROPERTY TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., AS AMENDED recorded in Official Records Book 253, page 269 (See attached legal description page Exhibit B-16);

SUPPLEMENTARY DECLARATION SUBJECTING ADDITIONAL PROPERTY TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., as Amended, recorded in Official Records Book 423, page 325 (See attached legal description page Exhibit B-17);

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS SUBJECTING ADDITIONAL PROPERTY TO THE 1) DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., AS AMENDED, AND TO THE 2) DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF AMELIA ISLAND COMPANY (CLASS "A" COVENANTS) recorded in Official Records Book 440, page 233 (See attached legal description page Exhibit B-18);

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA recorded in Official Records Book 463, page 663 (See attached legal description pages Exhibit B-19 through Exhibit B-27);

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA recorded in Official Records Book 473, page 407 (See attached legal description pages Exhibit B-28 through Exhibit B-32); and

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA recorded in Official Records Book 782, page 432, and re-recorded Official Records Book 810, page 407 (See attached legal description pages Exhibit B-33 through Exhibit B-43).

OFFICIAL RECORDS

BOOK 178 PAGE 277

EXHIBIT "A"

A tract of land, comprised of portions of Sections 18, 20, 21, 22 and 23 and Unsurveyed Sections 17, 21 and 22, all in Township 2 North, Range 28 East; Sections 1, 44 (sometimes designated 42), 43 and 42 (sometimes designated 44) and Unsurveyed Sections 1, 2, 12 and 13, all in Township 1 North, Range 28 East; Sections 6, 39, 38 and 7, in Township 1 North, Range 29 East, and Section 31, in Township 2 North, Range 29 East, Nassau County, Florida, said tract being more particularly described as follows:

For point of beginning, commence at a concrete monument located at the point of intersection of the Easterly right of way line of Florida State Road A-1-A (a 200-foot right of way) with the Southerly boundary of Tract A, AMERICAN BEACH, SECTION THREE according to plat recorded in the Public Records of said County in Plat Book '2, Page 64, and run N-83°32'E., along said Southerly boundary, and along the Southerly boundary of Tracts B and C, in said AMERICAN BEACH, SECTION THREE, a distance of 2,559.06 feet to a concrete monument located in the line dividing said Sections 18 and 20; continue thence N-83°32'E., along said Southerly boundary, a distance of 936.74 feet, more or less, to a point in the Mean Low Water line of the Atlantic Ocean; run thence Southerly, along said Mean Low Water line, following the meanderings of same, as follows: S-3° 33' E. 371.96 feet; S-2° 40' E. 300.00 feet; S-4° 30' E. 300.00 feet; S-2° 30' E. 300.00 feet; S-3° 30' E. 300.00 feet; S-4° 15' E. 300.00 feet; S-3° 10' E. 300.00 feet; S-4° 35' E. 300.00 feet; S-2°45' E. 300.00 feet; S-3°30'E. 300 feet; S-4°10'E. 300 feet; S-5° 55' E. 300.00 feet; S-5° 30'E. 300.00 feet; S-7° 20'E. 300.00 feet; S-6° 55' E. 300.00 feet; S-5° 30' E. 300.00 feet; S-7° 40' E. 300.00 feet; S-9° 50'E. 300.00 feet; S-12° 30'E. 300.00 feet; S-9° 00' E. 300.00 feet; S-10° 00' E. 300.00 feet; S-7° 30' E. 300.00 feet; S-11° 15' E. 300.00 feet; S-10° 15' E. 300.00 feet; S-9° 15' E. 300.00 feet; S-10° 55' E. 300.00 feet; S-7° 50' E. 300.00 feet; S-10° 10' E. 300.00 feet; S-15° 40' E. 300.00 feet; S-12° 35' E. 300.00 feet; S-13° 30' E. 300.00 feet; S-7° 40' E. 300.00 feet; S-15° 00' E. 400.00 feet; S-13° 08' E. 300.00 feet; S-12° 35' E. 300.00 feet; S-14° 00' E. 300.00 feet; S-14° 50' E. 300.00 feet; S-15° 45' E. 300.00 feet; S-15° 40' E. 300.00 feet; S-16° 16' E. 300.00 feet; S-17° 15' E. 300.00 feet; S-16° 55' E. 260.00 feet; S-16° 37' E. 300.00 feet; S-17° 18' E. 300.00 feet; S-16° 00' E. 300.00 feet; S-15° 30' E. 290.00 feet; S-19° 00' E. 300.00 feet; S-20° 35' E. 300.00 feet; S-17° 55' E. 290.00 feet; S-21° 00' E. 300.00 feet; S-17° 30' E. 300.00 feet; S-13° 10' E. 310.00 feet; S-11° 15' E. 320.00 feet; S-6° 45' E. 310.00 feet; S-2° 10' E. 306.00 feet; S-3° 20'W. 303.00 feet; S-6° 30' W. 314.00 feet; S-5° 52' E. 304.00 feet; S-8° 10'W. 345.00 feet; S-22° 30' W. 344.00 feet; S-23° 50' W. 280.00 feet; S-20° 05' W. 300.00 feet; S-13° 47' W. 300.00 feet; S-24° 40' W. 340.00 feet; S-40° 45' W. 200.00 feet; S-47° 45' W. 200.00 feet; S-56° 00' W. 200.00 feet; S-66° 07' W. 125.00 feet; S-80° 50'W. 255.00 feet to a point where said Mean Low Water line of the Atlantic Ocean is intersected by the Mean Low Water Line of Nassau Sound; run thence Westerly and Northerly, along said Mean Low Water line of Nassau Sound, following the meanderings of same, as follows:

N-85° 05' W. 190.00 feet; N-59° 00' W. 185.00 feet; N-52° 05' W. 340.00 feet; N-41° 25' W. 300.00 feet; N-43° 13' W. 260.00 feet; N-36° 00' W. 290.00 feet; N-44° 30' W. 290.00 feet; N-40° W. 300.00 feet; N-42° 10' W. 300.00 feet; N-34° 30' W. 300.00 feet; N-33° 05' W. 300.00 feet; N-27° 40' W. 200.00 feet; N-16° 35' W. 100.00 feet; N-4° 45' W. 100.00 feet; N-7° 42' E. 100.00 feet; N-32° 50' W. 200.00 feet; N-32° 52' W. 180.00 feet; N-29° 20' W. 200.00 feet; N-25° 47' W. 300.00 feet; N-49° 58' W. 150.00 feet; N-37° 38' W. 300.00 feet; N-45° 19' W. 240.00 feet; N-33° 50' W. 190.00 feet; N-42° 50' W. 300.00 feet; N-43° 18' W. 300.00 feet; N-45° 47' W. 215.00 feet; N-54° 10' W. 150.00 feet; N-56° 40' W. 150.00 feet; N-66° 05' W. 150.00 feet; N-58° 40' W. 300.00 feet; N-70° 35' W. 275.00 feet; N-53° 15' W. 150.00 feet; N-83° 00' W. 150.00 feet; N-51° 10' W. 100.00 feet; N-42° 40' W. 200.00 feet; N-54° 25' W. 200.00 feet; N-42° 10' W. 100.00 feet; N-34° 10' W. 200.00 feet; N-39° 10' W. 300.00 feet; N-37° 10' W. 300.00 feet; N-30° 15' W. 120.00 feet to a point where said Mean Low Water line of Nassau Sound is intersected by the Mean Low Water line of South Amelia River; run thence Northwesterly, along said Mean Low Water line of South Amelia

EXHIBIT B-2

River, following the meanderings of same as follows: N-44° 30' W. 350.00 feet; N-32° 40' W. 100.00 feet; N-30° 15' W. 300.00 feet; N-25° 05' W. 300.00 feet; N-22° 35' W. 280.00 feet; N-40° 50' W. 300.00 feet; N-47° 00' W. 280.00 feet; N-43° 05' W. 270.00 feet; N-27° 25' W. 300.00 feet; N-37° 30' W. 290.00 feet; N-28° 00' W. 300.00 feet; N-29° 45' W. 200.00 feet; N-27° 15' W. 200.00 feet; N-30° 00' W. 200.00 feet; N-23° 50' W. 300.00 feet; N-15° 32' W. 319.57 feet; N-17° 40' W. 295.00 feet; N-15° 15' W. 300.00 feet; N-17° 40' W. 288.00 feet; N-14° 40' W. 255.00 feet; N-14° 40' W. 290.00 feet; N-10° 10' W. 300.00 feet; N-2° 40' E. 293.00 feet; N-2° 25' W. 300.00 feet; N-1° 40' E. 295.00 feet; N-5° 20' W. 305.00 feet; N-00° 10' W. 298.00 feet; N-7° 40' W. 305.00 feet; N-3° 30' W. 304.00 feet; N-3° 30' E. 298.00 feet; N-6° 50' W. 297.00 feet; N-8° 40' W. 287.00 feet; N-12° 50' W. 298.00 feet; N-22° 45' W. 295.00 feet; N-18° 55' W. 295.00 feet; N-22° 12' W. 295.00 feet; N-23° 50' W. 296.00 feet; N-27° 35' W. 293.00 feet; N-16° 15' W. 290.00 feet; N-10° 35' W. 156.55 feet to a point where said Mean Low Water line of South Amelia River is intersected by the line dividing said Unsurveyed Sections 17 and 21; run thence S-89° 56' E., along said dividing line, a distance of 2,316.00 feet to a point; run thence N-00° 04' E. a distance of 1,310.00 feet to a point; run thence S-89° 56' E., along the Northerly boundary of the South Half of Government Lot 3, in said Unsurveyed Section 17, a distance of 332.87 feet to a point in the High Water line of South Amelia River; run thence Northerly and Northeasterly, along said High Water line, following the meanderings of same, as follows: N-9° 56' E. 336.14 feet; N-21° 32' W. 91.30 feet; N-46° 21' E. 64.98 feet; N-81° 58' E. 100.90 feet; N-41° 04' E. 93.65 feet; N-6° 45' E. 103.27 feet to a point located in the Northerly boundary of that certain property conveyed by Evelyn H. Hamilton, et al, to Union Carbide Corporation, by deed recorded in the Public Records of said County in Deed Book 248, Page 396; run thence N-89° 57' E., along said Northerly boundary, a distance of 1,417.47 feet to a point in a curve in the Westerly right of way line of said State Road A-1-A; run thence Northerly, along the arc of said curve, concave Easterly and having a radius of 5,829.58 feet, a chord distance of 178.20 feet to a point, the bearing of the aforementioned chord being N-11° 01' W.; run thence N-18° 01' W., along the Easterly right of way line of an old County Road, a distance of 310.79 feet to a point located at the Southwest corner of Tract A, AMERICAN BEACH, SECTION THREE, according to the plat aforementioned; run thence N-83° 24' E., along the Southerly boundary of said Tract A, a distance of 54.38 feet to a point in the Westerly right of way line of said State Road A-1-A; continue thence N-83° 24' E., along said Southerly boundary and across said State Road A-1-A, a distance of 200.00 feet to the point of beginning: EXCEPTING from the foregoing tract of land any land lying or being within the right of way of said State Road A-1-A.

OFFICIAL RECORDS

EXHIBIT B

178 279

All of that portion of the property described in Exhibit A hereof bounded on its westerly side by the easternmost right-of-way line of State Highway No. A-1-A, on its easterly side by the mean low water line of the Atlantic Ocean, on its southerly side by the mean low water line of the Atlantic Ocean and Nassau Sound and on its northerly side by the northernmost boundary line of the property described in Exhibit A which boundary line runs east from said State Highway No. A-1-A to the mean low water line of the Atlantic Ocean.

Together with all of that tract or parcel of land described in the Declaration of Condominium for Club Villas, A Condominium which is recorded in the public records of Nassau County, Florida, at Official Records Book 158, pages 116-168 and in the Sponsor's First Amendment to said Declaration which is recorded in the aforesaid public records at Official Records Book 166, page 47-62, the description of which land is included herein by specific reference.

Together with all of that tract or parcel of land described in the Declaration of Condominium for Fairway Oaks Villas, A Condominium which is recorded in the public records of Nassau County, Florida, at Official Records Book 160, pages 366-415 and in the Sponsor's First Amendment to said Declaration which is recorded in the aforesaid public records at Official Records Book 162, pages 154-165, the description of which land is included herein by specific reference.

Together with all of that tract or parcel of land situate, lying and being in Section 21, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference, commence at the most northerly corner of Lot 39, Sea Marsh Village, Unit 1, as recorded in Plat Book 4, pages 11, 12 and 13 of the public records of said County, said point lying in the southeasterly right-of-way line of Sea Marsh Road (Parcel B, a private road), a 60.0 foot right-of-way as now established, said point lying in a curve, said curve being concave southeasterly and having a radius of 320.0 feet; thence northeasterly along and with the arc of said curve an arc distance of 24.95 feet, said arc being subtended by a chord bearing of north $32^{\circ}48'26''$ east and a chord distance of 24.94 feet to the point of tangency of said curve; thence north $55^{\circ}18'43''$ west a distance of 60.0 feet to a point in the northwesterly right-of-way line of said Sea Marsh Road; run thence north $34^{\circ}41'17''$ east along said northwesterly right-of-way line a distance of 130.73 feet to the point of beginning.

From the point of beginning thus described, thence run north $52^{\circ}35'29''$ west, a distance of 144.21 feet; thence run north $30^{\circ}07'01''$ west, a distance of 190.93 feet; thence north $23^{\circ}19'23''$ east, a distance of 95.59 feet; thence south $45^{\circ}50'53''$ east, a distance of 100.0 feet; thence north $88^{\circ}43'01''$ east, a distance of 249.03 feet; run thence south $81^{\circ}23'11''$ east, a distance of 20.40 feet; thence run north $74^{\circ}21'03''$ east, a distance of 102.61 feet; thence run south $87^{\circ}33'13''$ east, a distance of 200.81 feet; thence run south $71^{\circ}35'53''$ east, a distance of 310.23 feet; thence run south $85^{\circ}52'19''$ east, a distance of 192.76 feet; thence run south $69^{\circ}55'41''$ east, a distance of 97.0 feet; thence run south $14^{\circ}01'29''$ east a distance of 104.05 feet to a point lying in the northerly right-of-way line of the aforesaid Sea Marsh Road; thence run south $87^{\circ}47'25''$ west along said northerly right-of-way line, a distance of 113.85 feet to the P.C. of a curve to the right, said curve being concave northeasterly and having a radius of 770.0 feet; thence northwesterly along and

OFFICIAL RECORDS

BOOK 178 PAGE 280

EXHIBIT B-4

with the arc of said curve an arc distance of 233.62 feet, said arc being subtended by a chord bearing of north $83^{\circ}31'05''$ west and a chord distance of 232.72 feet to the point of tangency of said curve; thence on a tangent bearing of north $74^{\circ}49'35''$ west along said northerly right-of-way line a distance of 29.99 feet to the P.C. of a curve to the left, said curve being concave southwesterly and having a radius of 2030.00 feet; thence northwesterly along and with the arc of said curve an arc distance of 241.52 feet, said arc being subtended by a chord bearing of north $78^{\circ}14'05''$ west and a chord distance of 241.37 feet to the point of tangency of said curve; thence on a tangent bearing of north $81^{\circ}38'35''$ west along said northerly right-of-way line a distance of 169.03 feet to the P.C. of a curve to the left, said curve being concave southeasterly and having a radius of 280.0 feet and a central angle of $63^{\circ}40'08''$; thence southwesterly along and with the arc of said curve an arc distance of 311.14 feet, said arc being subtended by a chord bearing of south $66^{\circ}31'21''$ west and a chord distance of 295.38 feet to the point of tangency of said curve; thence on a tangent bearing of south $34^{\circ}41'17''$ west, run a distance of 39.28 feet to the point of beginning.

Together with any other portions of the property covered by this Declaration which may be designated by the Company as being in the Resort Area in a deed, mortgage, declaration of condominium, declaration of covenants or some other instrument affecting title.

INSTR # 200339049
OR BK 0183 PG 0011

22161

FILED AND RECORDED
IN OFFICE

1974 AUG 20 PM 9:41

D. O. GALEY
CLERK CIRCUIT COURT
HARRIS COUNTY, FLA.

EXHIBIT B-5
PARCEL ONE

INSTR # 200339049
OR BK 01183. PG 0012

A tract of land, comprised of portions of Sections Eighteen (18), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) and Unsurveyed Sections Seventeen (17), Twenty-one (21) and Twenty-two (22), all in Township Two (2) North, Range, Twenty-eight (28) East; Sections One (1), Forty-four (44) (sometimes designated Forty-two (42)), Forty-three (43), Forty-two (42) (sometimes designated Forty-four (44)), and Unsurveyed Sections One (1), Two (2), Twelve (12) and Thirteen (13), all in Township One (1) North, Range Twenty-eight (28) East; Sections Six (6), Thirty-nine (39), Thirty-eight (38) and Seven (7) in Township One (1) North, Range Twenty-nine (29) East, and in Section Thirty-one (31), in Township Two (2) North, Range Twenty-nine (29) East, Nassau County, Florida said tract being more particularly described as follows:

For point of beginning, commence at a concrete monument located at the point of intersection of the Easterly right of way line of Florida State Road A-1-A (a 200-foot right of way) with the Southerly boundary of Tract "A", AMERICAN BEACH, SECTION THREE (3), according to plat recorded in the public records of said County in Plat Book 2, page 64; and run North 83°32' East, along said Southerly boundary, and along the Southerly boundary of Tracts "B" and "C", in said AMERICAN BEACH, SECTION THREE (3), a distance of 2559.06 feet to a concrete monument located in the line dividing said Sections Eighteen (18) and Twenty (20); continue thence North 83°32' East along said Southerly boundary, a distance of 936.74 feet, more or less, to a point in the Mean Low Water line of the Atlantic Ocean; run thence Southerly, along said Mean Low Water line, following the meanderings of same, as follows: South 03°33' East, 371.96 feet; South 02°40' East, 300.0 feet; South 04°30' East, 300.0 feet; South 02°30' East, 300.0 feet; South 03°30' East, 300.0 feet; South 04°15' East, 300.0 feet; South 03°10' East, 300.0 feet; South 04°35' East, 300.0 feet; South 02°45' East, 300.0 feet; South 03°30' East, 300.0 feet; South 04°10' East, 300.0 feet; South 05°55' East, 300.0 feet; South 05°30' East, 300.0 feet; South 07°20' East, 300.0 feet; South 06°55' East, 300.0 feet; South 05°30' East, 300.0 feet; South 07°40' East, 300.0 feet; South 09°50' East, 300.0 feet; South 12°30' East, 300.0 feet; South 09°00' East, 300.0 feet; South 10°00' East, 300.0 feet; South 07°30' East, 300.0 feet; South 11°15' East, 300.0 feet; South 10°15' East, 300.0 feet; South 09°15' East, 300.0 feet; South 10°55' East, 300.0 feet; South 07°50' East, 300.0 feet; South 10°10' East, 300.0 feet; South 15°40' East, 300.0 feet; South 12°35' East, 300.0 feet; South 13°30' East, 300.0 feet; South 07°40' East, 300.0 feet; South 15°00' East, 400.0 feet; South 13°08' East, 300.0 feet; South 12°35' East, 300.0 feet; South 14°00' East, 300.0 feet; South 14°50' East, 300.0 feet; South 15°45' East, 300.0 feet; South 15°40' East, 300.0 feet; South 16°16' East, 300.0 feet; South 17°15' East, 300.0 feet; South 16°55' East, 260.0 feet; South 16°37' East, 300.0 feet; South 17°18' East, 300.0 feet; South 16°00' East, 300.0 feet; South 15°30' East, 290.0 feet; South 19°00' East, 300.0 feet; South 20°35' East, 300.0 feet; South 17°55' East, 290.0 feet; South 21°00' East, 300.0 feet; South 17°30' East, 300.0 feet; South 13°10' East, 310.0 feet; South 11°15' East, 320.0 feet; South 06°45' East, 310.0 feet; South 02°10' East, 306.0 feet; South 03°20' West, 303.0 feet; South 06°30' West, 314.0 feet; South 05°52' East, 304.0 feet; South 08°10' West, 345.0 feet; South 22°30' West, 344.0 feet; South 23°50' West, 280.0 feet; South 20°05' West, 300.0 feet; South 13°47' West, 300.0 feet; South 24°40' West, 340.0 feet; South 40°45' West, 200.0 feet; South 47°45' West, 200.0 feet; South 56°00' West, 200.0 feet; South 66°07' West, 125.0 feet; South 80°50' West, 255.0 feet to a point where said Mean Low Water line of the Atlantic Ocean is intersected by the Mean Low Water line of Nassau Sound; run thence Westerly and Northerly along said Mean Low Water line of Nassau Sound, following the meanderings of same, as follows: North 85°05' West, 190.0 feet; North 59°00' West, 185.0 feet; North 52°05' West, 340.0 feet; North 41°25' West, 300.0 feet; North 43°13' West, 260.0 feet; North 36°00' West, 290.0 feet; North 44°30' West, 290.0 feet; North 40°40' West, 300.0 feet; North 42°10' West, 300.0 feet; North 34°30' West, 300.0 feet; North 33°05' West, 300.0 feet; North 27°40' West, 200.0 feet; North 16°35' West, 100.0 feet; North 04°45' West, 100.0 feet; North

07°42' East, 100.0 feet; North 32°50' West, 200.0 feet; North 32°52' West, 180.0 feet; North 29°20' West, 200.0 feet; North 25°47' West, 300.0 feet; North 49°58' West, 150.0 feet; North 37°38' West, 300.0 feet; North 45°19' West, 240.0 feet; North 33°50' West, 190.0 feet; North 42°50' West, 300.0 feet; North 43°10' West, 300.0 feet; North 45°47' West, 215.0 feet; North 54°10' West, 150.0 feet; North 56°40' West, 150.0 feet; North 66°05' West, 150.0 feet; North 58°40' West, 300.0 feet; North 70°35' West, 275.0 feet; North 53°15' West, 150.0 feet; North 83°00' West, 150.0 feet; North 51°10' West, 100.0 feet; North 42°40' West, 200.0 feet; North 54°25' West, 200.0 feet; North 42°10' West, 100.0 feet; North 34°10' West, 200.0 feet; North 39°10' West, 300.0 feet; North 37°10' West, 300.0 feet; North 30°15' West, 120.0 feet to a point where said Mean Low Water line of Nassau Sound is intersected by the Mean Low Water line of South Amelia River; run thence Northwesterly, along said Mean Low Water line of South Amelia River, following the meanderings of same, as follows: North 44°30' West, 350.0 feet; North 32°40' West, 100.0 feet; North 30°15' West, 300.0 feet; North 25°05' West, 300.0 feet; North 22°35' West, 280.0 feet; North 40°50' West, 300.0 feet; North 47°00' West, 280.0 feet; North 43°05' West, 270.0 feet; North 27°25' West, 300.0 feet; North 37°30' West, 290.0 feet; North 28°00' West, 300.0 feet; North 29°45' West, 200.0 feet; North 27°15' West, 200 feet; North 30°00' West, 200.0 feet; North 23°50' West, 300.0 feet; North 15°32' West, 319.57 feet; North 17°40' West, 295.0 feet; North 15°15' West, 300.0 feet; North 17°40' West, 288.0 feet; North 14°40' West, 255.0 feet; North 14°40' West, 290.0 feet; North 10°10' West, 300.0 feet; North 02°40' East, 293.0 feet; North 02°25' West, 300.0 feet; North 01°40' East, 295.0 feet; North 05°20' West, 305.0 feet; North 00°10' West, 298.0 feet; North 07°40' West, 305.0 feet; North 03°30' West, 304.0 feet; North 03°30' East, 298.0 feet; North 06°50' West, 297.0 feet; North 08°40' West, 287.0 feet; North 12°50' West, 298.0 feet; North 22°45' West, 295.0 feet; North 18°55' West, 295.0 feet; North 22°12' West, 295.0 feet; North 23°50' West, 296.0 feet; North 27°35' West, 293.0 feet; North 16°15' West, 290.0 feet; North 10°35' West, 156.55 feet to a point where said Mean Low Water line of South Amelia River is intersected by the line dividing said Unsurveyed Sections Seventeen (17) and Twenty-one (21); run thence South 89°55' East, along said dividing line, a distance of 2316.0 feet to a point; run thence North 00°04' East, a distance of 1310.0 feet to a point; run thence South 89°56' East, along the Northerly boundary of the South One-half (S-1/2) of Government Lot Three (3), in said Unsurveyed Section Seventeen (17), a distance of 332.87 feet to a point in the High Water line of South Amelia River; run thence Northerly and Northeasterly along said High Water line, following the meanderings of same, as follows: North 09°56' East, 336.14 feet; North 21°32' West, 91.30 feet; North 46°21' East, 64.98 feet; North 81°58' East, 100.90 feet; North 41°04' East, 93.65 feet; North 06°45' East, 103.27 feet to a point located in the Northerly boundary of that certain property conveyed by Evelyn H. Hamilton, et al., to Union Carbide Corporation, by deed recorded in the public records of said County in Deed Book 248, page 396; run thence North 89°57' East, along said Northerly boundary a distance of 1417.47 feet to a point in a curve in the Westerly right of way line of said State Road A-1-A; run thence Northerly along the arc of said curve, concave Easterly and having a radius of 5829.58 feet, a chord distance of 178.20 feet to a point (the bearing of the aforementioned chord being North 11°01' West); run thence North 18°01' West, along the Easterly right of way line of an old County Road, a distance of 310.79 feet to a point located at the Southwest corner of Tract "A", AMERICAN BEACH, SECTION THREE (3), according to the plat aforementioned; run thence North 83°24' East, along the Southerly boundary of said Tract "A", a distance of 54.38 feet to a point in the Westerly right of way line of said State Road A-1-A; continue thence North 83°24' East, along said Southerly boundary and across said State Road A-1-A, a distance of 200.0 feet to the point of beginning.

EXCEPTING from the foregoing Parcel of land the following:

Any land lying or being within the right of way of said State Road A-1-A.

AND EXCEPT:

All of Sections Twenty-one (21), Twenty-two (22) and Twenty-three (23) and a portion of Sections Eighteen (18) and Twenty (20), Township Two (2) North, Range Twenty-eight (28) East; and a portion of Section One (1), Township One (1) North, Range Twenty-eight (28) East and a portion of Section Six (6), Township One (1) North, Range Twenty-nine (29) East; together with all of the subdivision New Franklinton, EXCEPT Lots Two (2), Twenty-four (24), Twenty-six (26) and the West One-half (W-1/2) of Lot Sixteen (16), as shown on Plat Book 3, page 52, public records of Nassau County, Florida, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township Two (2) North, with the Westerly right of way line of Florida State Road 105, also known as A-1-A, a 200-foot right of way as now established; run thence South $19^{\circ}33'10''$ East along said Westerly right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North $89^{\circ}59'50''$ East, a distance of 212.24 feet to the Easterly right of way line of said State Road A-1-A; run thence North $19^{\circ}33'10''$ West along said Easterly right of way line, a distance of 7,174.99 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 5,629.58 feet and a central angle of $21^{\circ}53'00''$; thence Northerly along and with the arc of said curve, an arc distance of 1,447.37 feet; said arc being subtended by a chord bearing of North $12^{\circ}11'15''$ West and a chord distance of 1,443.39 feet; run thence North $85^{\circ}02'29''$ East, a distance of 2,559.47 feet to the Easterly line of said Section Twenty (20); said point hereafter referred to as Reference Point "A"; thence returning to the point of beginning herein before described; run thence North $89^{\circ}59'50''$ East, a distance of 212.24 feet to the Easterly right of way line of said State Road A-1-A; run thence South $19^{\circ}33'10''$ East along said Easterly right of way line, a distance of 436.0 feet; run thence North $77^{\circ}32'20''$ East, a distance of 213.51 feet; thence North $25^{\circ}39'07''$ East, a distance of 245.67 feet; run thence South $50^{\circ}17'31''$ East, a distance of 294.98 feet to a point; run thence North $83^{\circ}29'50''$ East, a distance of 689.0 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1972; run thence in a Northerly direction along said high tide line, a distance of 8,724.0 feet, more or less, to a line which bears North $86^{\circ}52'15''$ East from the aforementioned reference Point "A"; run thence South $86^{\circ}52'15''$ West, a distance of 702.0 feet, more or less, to said Reference Point "A"; run thence South $85^{\circ}02'29''$ West, a distance of 2,559.47 feet to a point in the Easterly right of way line of said State Road A-1-A, said point also lying and being in a curve concave Northeasterly and having a radius of 5,629.58 feet and a central angle of $21^{\circ}53'00''$; thence Southerly along and with the arc of a curve, an arc distance of 295.99 feet, said arc being subtended by a chord bearing of South $06^{\circ}19'42''$ East and a chord distance of 295.96 feet to a point; run thence South $82^{\circ}09'55''$ West, a distance of 200.0 feet to a point in the Westerly right of way line of State Road A-1-A; thence departing from said roadway, run North $19^{\circ}42'38''$ West, a distance of 263.80 feet; thence South $83^{\circ}24'28''$ West, a distance of 1,267.80 feet; run thence South $10^{\circ}29'48''$ West, a distance of 130.61 feet; run thence North $67^{\circ}34'12''$ West, a distance of 411.0 feet, more or less, to the division line between the marsh lands and high lands as established on February 5, 1972; run thence in a general Southerly direction along said division line, a distance of 24,500.0 feet, more or less, to an intersection with a line which bears South $89^{\circ}59'50''$ West from the point of beginning; run thence North $89^{\circ}59'50''$ East, a distance of 121.0 feet, more or less, to the point of beginning.

AND EXCEPT:

Portions of Sections Forty-two (42), Forty-three (43), Forty-four (44) and portions of unsurveyed Sections Twelve (12) and Thirteen (13), Township One (1) North, Range Twenty-eight (28) East; together with all of Sections Six (6), Thirty-eight (38), and Thirty-nine (39), and a portion of Section Seven (7), Township One (1) North, Range Twenty-nine (29) East, being more particularly described as follows:

INSTR # 200339049
DR BK 01183 PG 0014

OFFICIAL RECORDS

BOOK 293 PAGE 601

For point of reference, commence at the intersection of the South boundary of Township Two (2) North, with the Western right of way line of Florida State Road 105, also known as A-1-A, a 200.0 foot right of way as now established; run thence South 20°59' East along said Western right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North 88°34' East, a distance of 212.24 feet to the Eastern right of way of said State Road A-1-A; run thence South 20°59' East along said Eastern right of way line, a distance of 436.0 feet; run thence North 76°06'30" East, a distance of 213.51 feet; thence North 24°13'17" East, a distance of 245.67 feet; run thence South 51°43'21" East, a distance of 294.98 feet; run thence North 82°04' East, a distance of 727.36 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1962; run thence South 11°41' East, a distance of 149.80 feet; run thence South 12°32' East, a distance of 296.21 feet; run thence South 12°19' East, a distance of 295.69 feet; run thence South 12°37' East, a distance of 146.30 feet; run thence South 12°37' East, a distance of 148.99 feet; run thence South 14°28' East, a distance of 298.26 feet; run thence South 12°30' East, a distance of 298.40 feet; run thence South 12°58' East, a distance of 297.83 feet; run thence South 14°25' East, a distance of 297.80 feet; run thence South 14°37' East, a distance of 298.05 feet; run thence South 16°11' East, a distance of 298.36 feet; run thence South 16°10' East a distance of 298.02 feet; run thence South 16°24' East, a distance of 298.75 feet; run thence South 16°13' East, a distance of 298.40 feet; run thence South 17°51' East, a distance of 298.39 feet; run thence South 16°45' East, a distance of 298.0 feet; run thence South 16°40' East, a distance of 297.67 feet; run thence South 15°23' East, a distance of 297.91 feet; run thence South 16°57' East, a distance of 297.62 feet; run thence South 18°12' East, a distance of 297.48 feet; run thence South 20°16' East, a distance of 298.75 feet; run thence South 20°10' East, a distance of 297.34 feet; run thence South 18°49' East, a distance of 297.96 feet; run thence South 17°22' East, a distance of 296.67 feet; run thence South 13°42' East, a distance of 298.22 feet; run thence South 10°36' East, a distance of 297.09 feet; run thence South 06°29' East, a distance of 297.69 feet; run thence South 03°20' East, a distance of 297.40 feet; run thence South 00°29' West, a distance of 297.24 feet; run thence South 04°43' West, a distance of 296.30 feet; run thence South 07°04' West, a distance of 297.47 feet; run thence South 15°36' West, a distance of 295.72 feet; run thence South 26°45' West, a distance of 297.74 feet; run thence South 24°03' West, a distance of 297.25 feet; run thence South 17°47' West, a distance of 297.78 feet; run thence South 18°34' West, a distance of 298.12 feet; run thence South 21°27' West, a distance of 297.73 feet; run thence South 34°32' West, a distance of 297.89 feet; run thence South 53°09' West, a distance of 297.90 feet; run thence South 66°22' West, a distance of 191.0 feet; run thence South 09°08' West, a distance of 158.40 feet; run thence North 63°53' West, a distance of 148.57 feet; run thence North 55°27' West, a distance of 297.0 feet; run thence North 44°54' West, a distance of 296.88 feet; run thence North 43°55' West, a distance of 255.43 feet; run thence North 37°38' West, a distance of 297.05 feet; run thence North 43°39' West a distance of 298.60 feet; run thence North 43°40' West, a distance of 298.23 feet; run thence North 41°22' West, a distance of 298.33 feet; run thence North 36°33' West, a distance of 297.49 feet; run thence North 32°24' West, a distance of 297.56 feet; run thence North 29°49' West, a distance of 59.44 feet to the Eastern right of way of State Road A-1-A; run thence North 56°16' East, a distance of 354.73 feet along the Eastern right of way line of said State Road A-1-A to a P.C. of a curve to the left, said curve being concave Northwesterly and having a radius of 3,537.75 feet and a central angle of 77°15'; thence Northerly along and with the arc of said curve an arc distance of 4,769.83 feet, said arc being subtended by a chord bearing of North 17°38'30" East, and a chord distance of 4,416.67 feet; run thence North 20°59' West, a distance of 4,295.29 feet; run thence North 20°59' West, a distance of 436.0 feet; run thence South 88°34'00" West, a distance of 212.24 feet to the point of beginning herein before described.

OFFICIAL RECORDS

EXHIBIT B-9

233-602

From the point of beginning, run thence South 20°59' East a distance of 4,802.312 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 3,337.75 feet and a central angle of 76°42'10"; thence Southerly along and with the arc of said curve an arc distance of 4,400.30 feet; said arc being subtended by a chord bearing of South 17°22'05" West and a chord distance of 4,142.03 feet; run thence North 02°31' West, a distance of 119.15 feet; run thence North 52°58' East, a distance of 221.110 feet; run thence North 78°13' East, a distance of 104.40 feet; run thence North 65°28' West, a distance of 126.59 feet; run thence North 61°34' West, a distance of 110.83 feet; run thence North 13°19' East, a distance of 133.0 feet; run thence North 42°37' West, a distance of 142.49 feet; run thence North 03°00' East, a distance of 78.50 feet; run thence North 08°42' West, a distance of 52.16 feet; run thence North 65°06' West, a distance of 48.84 feet; run thence South 85°07' West, a distance of 72.65 feet; run thence South 89°41' West, a distance of 73.67 feet; run thence North 27°22' East, a distance of 198.05 feet; run thence North 15°26' East, a distance of 112.02 feet; run thence North 66°28' East, a distance of 141.14 feet; run thence South 47°42' East, a distance of 96.99 feet; run thence South 41°17' East, a distance of 98.32 feet; run thence South 56°15' East, a distance of 52.27 feet; run thence North 62°32' East, a distance of 167.95 feet; run thence South 50°29' East, a distance of 167.90 feet; run thence South 70°10' East, a distance of 195.23 feet; run thence North 39°25' West, a distance of 144.33 feet; run thence North 47°09' West, a distance of 144.56 feet; run thence North 54°18' East, a distance of 193.43 feet; run thence North 87°03' East, a distance of 213.10 feet; run thence South 80°34' East, a distance of 177.74 feet to the Western right of way line of State Road A-1-A; thence run along the Western right of way of State Road A-1-A Northward, North 27°34' East, a chord distance of 101.53 feet; run thence North 26°03' East, a chord distance of 100.18 feet; run thence North 24°12' East, a chord distance of 97.57 feet; run thence North 23°12' East, a chord distance of 99.01 feet; run thence North 21°20' East, a chord distance of 112.72 feet; run thence North 79°31' West, a distance of 102.30 feet; run thence South 65°44' West, a distance of 257.13 feet; run thence South 60°18' West, a distance of 297.84 feet; run thence South 54°48' West, a distance of 100.0 feet; run thence South 34°55' West, a distance of 31.44 feet; run thence South 13°34' West, a distance of 38.99 feet; run thence South 18°49' West, a distance of 49.90 feet; run thence South 74°30' West, a distance of 207.90 feet; run thence North 48°31' West, a distance of 63.50 feet; run thence North 58°06' West, a distance of 61.47 feet; run thence South 73°30' West, a distance of 120.11 feet; run thence North 61°02' West, a distance of 133.67 feet; run thence North 42°54' West, a distance of 231.0 feet; run thence North 82°10' East, a distance of 241.91 feet; run thence South 77°47' East, a distance of 154.12 feet; run thence South 45°22' East, a distance of 119.0 feet; run thence South 74°14' East, a distance of 104.65 feet; run thence North 56°47' East, a distance of 290.12 feet; run thence North 51°17' East, a distance of 257.26 feet; run thence North 52°23' East, a distance of 188.03 feet; run thence North 59°21' East, a distance of 272.91 feet; run thence North 65°09' West, a distance of 86.98 feet; run thence South 64°38' West, a distance of 298.29 feet; run thence South 73°07' West, a distance of 269.35 feet; run thence North 81°19' West, a distance of 54.45 feet; run thence North 68°17' East, a distance of 297.47 feet; run thence North 58°05' East, a distance of 115.0 feet; run thence North 44°13' East, a distance of 55.10 feet; run thence North 44°46' East, a distance of 128.67 feet; run thence North 32°38' East, a distance of 112.0 feet; run thence North 29°21' East, a distance of 174.88 feet; run thence South 83°59' West, a distance of 192.74 feet; run thence South 69°51' West, a distance of 252.53 feet; run thence South 62°55' West, a distance of 232.71 feet; run thence South 65°17' West, a distance of 299.10 feet; run thence South 74°01' West, a distance of 296.74 feet; run thence South 85°39' West, a distance of 258.45 feet; run thence North 86°10' West, a distance of 297.22 feet; run thence South 82°50' West, a distance of 296.80 feet; run thence South 75°21' West, a distance of 298.75 feet; run thence South 59°30' East, a distance of 295.08 feet; run thence South 67°51' East, a distance of 236.99 feet; run thence South 80°10' East, a distance of 296.75 feet; run thence South 08°14' West, a distance of 94.12 feet; run thence South 54°03' West, a distance of 138.12 feet;

INSTR # 200339049
OR BK 01183 PG 0016

OFFICIAL RECORDS

BOOK 293 PAGE 603

run thence South 32°39' West, a distance of 73.0 feet; run thence South 81°14' East, a distance of 83.79 feet; run thence South 62°46' East, a distance of 63.83 feet; run thence South 63°51' West, a distance of 43.29 feet; run thence South 58°22' West, a distance of 61.44 feet; run thence North 84°47' West, a distance of 84.14 feet; run thence North 76°15' West, a distance of 63.80 feet; run thence North 48°52' West, a distance of 67.53 feet; run thence North 82°42' West, a distance of 103.89 feet; run thence North 10°49' East, a distance of 34.62 feet; run thence North 87°57' East, a distance of 70.52 feet; run thence North 83°31' East, a distance of 101.36 feet; run thence North 17°54' East, a distance of 49.02 feet; run thence North 72°03' West, a distance of 193.61 feet; run thence North 48°22' West, a distance of 90.0 feet; run thence North 34°50' West, a distance of 71.84 feet; run thence North 61°31' West, a distance of 87.09 feet; run thence North 76°56' West, a distance of 289.02 feet; run thence North 75°53' West, a distance of 88.50 feet; run thence South 17°58' East, a distance of 180.07 feet; run thence South 57°16' East, a distance of 291.04 feet; run thence South 47°23' East, a distance of 295.53 feet; run thence South 51°20' East, a distance of 228.93 feet; run thence South 59°53' East, a distance of 104.0 feet; run thence North 83°10' East, a distance of 139.27 feet; run thence South 21°20' West, a distance of 55.51 feet; run thence South 50°34' West, a distance of 40.0 feet; run thence North 69°56' West, a distance of 54.98 feet; run thence North 82°09' West, a distance of 161.76 feet; run thence North 49°04' West, a distance of 171.65 feet; run thence North 39°46' West, a distance of 295.82 feet; run thence North 57°10' West, a distance of 250.06 feet; run thence North 49°30' West, a distance of 172.26 feet; run thence North 48°58' West, a distance of 293.43 feet; run thence North 39°55' West, a distance of 296.91 feet; run thence North 33°42' West, a distance of 233.80 feet; run thence North 47°20' West, a distance of 124.0 feet; run thence North 68°28' West, a distance of 177.76 feet; run thence North 21°30' East, a distance of 110.0 feet; run thence North 44°13' West, a distance of 233.9 feet; run thence North 43°59' West, a distance of 224.57 feet; run thence North 32°14' West, a distance of 117.0 feet; run thence North 63°39' West, a distance of 111.47 feet; run thence North 33°42' West, a distance of 289.54 feet; run thence North 35°33' West, a distance of 298.62 feet; run thence North 21°53' West, a distance of 256.90 feet; run thence North 17°22' West, a distance of 181.10 feet; run thence South 48°29' East, a distance of 182.33 feet; run thence South 34°44' East, a distance of 192.83 feet; run thence South 28°24' East, a distance of 103.0 feet; run thence South 78°49' East, a distance of 167.93 feet; run thence South 18°30' West, a distance of 187.65 feet; run thence South 75°52' East, a distance of 222.14 feet; run thence South 75°27' East, a distance of 208.18 feet; run thence North 13°17' East, a distance of 212.43 feet; run thence North 11°23' East, a distance of 189.57 feet; run thence South 80°49' East, a distance of 135.0 feet; run thence North 73°59' East, a distance of 88.92 feet; run thence North 13°58' West, a distance of 289.72 feet; run thence North 00°16' East, a distance of 126.14 feet; run thence South 67°31' East, a distance of 217.50 feet; run thence North 78°37' East, a distance of 185.68 feet; run thence South 68°52' East, a distance of 285.20 feet; run thence South 82°11' East, a distance of 129.0 feet; run thence North 63°05' East, a distance of 52.80 feet; run thence North 46°25' East, a distance of 39.45 feet; run thence North 40°17' East, a distance of 295.96 feet; run thence North 25°19' East, a distance of 136.0 feet; run thence North 16°47' East, a distance of 140.97 feet; run thence North 08°52' East, a distance of 239.28 feet; run thence North 12°20' West, a distance of 295.61 feet; run thence North 15°34' West, a distance of 297.32 feet; run thence North 08°25' West, a distance of 298.20 feet; run thence North 05°34' West, a distance of 263.40 feet; run thence North 03°40' East, a distance of 221.75 feet; run thence North 15°31' East, a distance of 204.51 feet; run thence North 19°26' East, a distance of 256.12 feet; run thence North 28°54' East, a distance of 195.42 feet; run thence South 78°09' East, a distance of 296.62 feet; run thence North 24°54' East, a distance of 81.0 feet; run thence North 65°20' West, a distance of 194.28 feet; run thence North 42°17' West, a distance of 145.0 feet; run thence North 23°33' East, a distance of 160.65 feet; run thence North 35°31' East, a distance of 177.0 feet; run thence North 08°17' West, a distance of 113.19 feet; run thence North 53°56' West, a distance of 108.0 feet; run thence North 65°44' West, a distance of 179.99 feet; run thence North 80°36' West, a distance of 124.56 feet; run thence North 52°22' West, a distance of 219.36 feet; run thence North 41°54' West, a distance of 84.25

feet; run thence North 54' West, a distance of 105.20 feet; run thence North 79°27' West, a distance of 212.20 feet; run thence North 79°07' West, a distance of 221.38 feet; run thence North 69°58' West, a distance of 295.09 feet; run thence North 23°05' West, a distance of 136.0 feet; run thence North 86°17' West, a distance of 96.62 feet; run thence North 62°38' West, a distance of 163.61 feet; run thence North 46°19' West, a distance of 227.31 feet; run thence South 63°26' West, a distance of 197.14 feet; run thence North 87°56' West, a distance of 109.65 feet; run thence North 73°18' West, a distance of 201.55 feet; run thence North 72°14' West, a distance of 217.05 feet; run thence North 55°20' West, a distance of 216.65 feet; run thence North 47°35' West, a distance of 108.65 feet; run thence South 69°12' East, a distance of 73.43 feet; run thence South 62°22' East, a distance of 109.0 feet; run thence North 69°28' East, a distance of 118.51 feet; run thence North 15°02' East, a distance of 102.81 feet; run thence North 69°08' East, a distance of 130.72 feet; run thence South 76°50' East, a distance of 212.0 feet; run thence North 46°19' East, a distance of 123.06 feet; run thence South 65°23' East, a distance of 295.05 feet; run thence South 51°12' East, a distance of 295.98 feet; run thence South 42°49' East, a distance of 145.0 feet; run thence South 48°41' East, a distance of 153.61 feet; run thence South 68°08' East, a distance of 247.0 feet; run thence South 58°20' East, a distance of 203.21 feet; run thence South 79°51' East, a distance of 175.53 feet; run thence South 65°46' East, a distance of 202.57 feet; run thence North 16°01' East, a distance of 219.30 feet; run thence North 26°47' West, a distance of 156.57 feet; run thence North 37°00' West, a distance of 220.10 feet; run thence North 22°30' West, a distance of 177.94 feet; run thence North 09°00' West, a distance of 174.86 feet; run thence South 53°48' East, a distance of 75.04 feet; run thence South 21°35' East, a distance of 188.0 feet; run thence South 48°21' East, a distance of 86.13 feet; run thence North 82°39' East, a distance of 198.18 feet; run thence South 86°40' East, a distance of 193.95 feet; run thence North 84°48' East, a distance of 283.0 feet; run thence North 21°32' West, a distance of 244.86 feet; run thence North 88°34' East, a distance of 123.21 feet, more or less, to the point of beginning.

PARCEL TWO

BOOK 293 PAGE 605

Portions of Sections Forty-two (42), Forty-three (43), Forty-four (44) and portions of unsurveyed Sections Twelve (12) and Thirteen (13), Township One (1) North, Range Twenty-eight (28) East; together with all of Sections Six (6), Thirty-eight (38), and Thirty-nine (39), and a portion of Section Seven (7), Township One (1) North, Range Twenty-nine (29) East, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of Township Two (2) North, with the Western right of way line of Florida State Road 105, also known as A-1-A, a 200-foot right of way as now established; run thence South 20°59' East, along said Western right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North 88°34' East, a distance of 212.24 feet to the Eastern right of way of said State Road A-1-A; run thence South 20°59' East along said Eastern right of way line, a distance of 436.0 feet; run thence North 76°06'30" East, a distance of 213.51 feet; thence North 24°13'17" East, a distance of 245.67 feet; run thence South 51°43'21" East, a distance of 294.98 feet; run thence North 82°04' East, a distance of 727.36 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1962; run thence South 11°41' East, a distance of 149.80 feet; run thence South 12°32' East, a distance of 296.21 feet; run thence South 12°19' East, a distance of 295.69 feet; run thence South 12°37' East, a distance of 146.30 feet; run thence South 12°37' East, a distance of 148.99 feet; run thence South 14°28' East, a distance of 298.26 feet; run thence South 12°30' East, a distance of 298.40 feet; run thence South 12°58' East, a distance of 297.83 feet; run thence South 14°25' East, a distance of 297.80 feet; run thence South 14°37' East, a distance of 298.05 feet; run thence South 16°11' East, a distance of 298.36 feet; run thence South 16°10' East, a distance of 298.02 feet; run thence South 16°24' East, a distance of 298.75 feet; run thence South 16°13' East, a distance of 298.40 feet; run thence South 17°51' East, a distance of 298.39 feet; run thence South 16°45' East, a distance of 298.0 feet; run thence South 16°40' East, a distance of 297.67 feet; run thence South 15°23' East, a distance of 297.91 feet; run thence South 16°57' East, a distance of 297.62 feet; run thence South 18°12' East, a distance of 297.48 feet; run thence South 20°16' East, a distance of 298.75 feet; run thence South 20°10' East, a distance of 297.34 feet; run thence South 18°49' East, a distance of 297.96 feet; run thence South 17°22' East, a distance of 296.67 feet; run thence South 13°42' East, a distance of 298.22 feet; run thence South 10°36' East, a distance of 297.09 feet; run thence South 06°29' East, a distance of 297.69 feet; run thence South 03°20' East, a distance of 297.40 feet; run thence South 00°29' West, a distance of 297.24 feet; run thence South 04°43' West, a distance of 296.30 feet; run thence South 07°04' West, a distance of 297.47 feet; run thence South 15°36' West, a distance of 295.72 feet; run thence South 26°45' West, a distance of 297.74 feet; run thence South 24°03' West, a distance of 297.25 feet; run thence South 17°47' West, a distance of 297.78 feet; run thence South 18°34' West, a distance of 298.12 feet; run thence South 21°27' West, a distance of 297.73 feet; run thence South 34°32' West, a distance of 297.89 feet; run thence South 53°09' West, a distance of 297.90 feet; run thence South 66°22' West, a distance of 191.0 feet; run thence South 89°08' West, a distance of 158.40 feet; run thence North 63°53' West, a distance of 148.57 feet; run thence North 55°27' West, a distance of 297.0 feet; run thence North 44°54' West, a distance of 296.88 feet; run thence North 43°55' West, a distance of 255.43 feet; run thence North 37°36' West, a distance of 297.05 feet; run thence North 43°39' West, a distance of 298.60 feet; run thence North 43°40' West, a distance of 298.23 feet; run thence North 41°22' West, a distance of 298.33 feet; run thence North 36°33' West, a distance of 297.49 feet; run thence North 32°24' West, a distance of 297.56 feet; run thence North 29°49' West, a distance of 59.44 feet to the Eastern right of way of State Road A-1-A; run thence North 56°16' East, a distance of 354.73 feet along the Eastern right of way line of said State Road A-1-A to a P.C. of a curve to the left, said

OFFICIAL RECORDS

curve being concave Northerly and having a radius of 3,337.75 feet and a central angle of $76^{\circ}42'10''$; thence Northerly along and with the arc of said curve an arc distance of 4,769.83 feet, said arc being subtended by a chord bearing of North $17^{\circ}38'30''$ East, and a chord distance of 4,416.67 feet; run thence North $20^{\circ}59'$ West, a distance of 4,295.29 feet; run thence North $20^{\circ}59'$ West, a distance of 436.0 feet; run thence South $88^{\circ}34'00''$ West, a distance of 212.24 feet to the point of beginning hereinbefore described.

From the point of beginning; run thence South $20^{\circ}59'$ East, a distance of 4,802.312 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 3,337.75 feet and a central angle of $76^{\circ}42'10''$; thence Southerly along and with the arc of said curve an arc distance of 4,468.30 feet; said arc being subtended by a chord bearing of South $17^{\circ}22'05''$ West and a chord distance of 4,142.03 feet; run thence North $02^{\circ}31'$ West, a distance of 119.15 feet; run thence North $52^{\circ}58'$ East, a distance of 221.110 feet; run thence North $78^{\circ}13'$ East, a distance of 104.40 feet; run thence North $65^{\circ}28'$ West, a distance of 126.59 feet; run thence North $61^{\circ}34'$ West, a distance of 110.83 feet; run thence North $13^{\circ}19'$ East, a distance of 133.0 feet; run thence North $42^{\circ}37'$ West, a distance of 142.49 feet; run thence North $03^{\circ}00'$ East, a distance of 78.50 feet; run thence North $08^{\circ}42'$ West, a distance of 52.16 feet; run thence North $65^{\circ}06'$ West, a distance of 48.84 feet; run thence South $85^{\circ}07'$ West, a distance of 72.65 feet; run thence South $89^{\circ}41'$ West, a distance of 73.67 feet; run thence North $27^{\circ}22'$ East, a distance of 198.05 feet; run thence North $15^{\circ}26'$ East, a distance of 112.02 feet; run thence North $66^{\circ}28'$ East, a distance of 141.14 feet; run thence South $47^{\circ}42'$ East, a distance of 96.99 feet; run thence South $41^{\circ}17'$ East, a distance of 98.32 feet; run thence South $56^{\circ}15'$ East, a distance of 52.27 feet; run thence North $62^{\circ}32'$ East, a distance of 167.95 feet; run thence South $50^{\circ}29'$ East, a distance of 167.90 feet; run thence South $70^{\circ}10'$ East, a distance of 195.23 feet; run thence North $39^{\circ}25'$ West, a distance of 144.33 feet; run thence North $47^{\circ}09'$ West, a distance of 144.56 feet; run thence North $54^{\circ}18'$ East, a distance of 193.43 feet; run thence North $87^{\circ}03'$ East, a distance of 213.10 feet; run thence South $80^{\circ}34'$ East, a distance of 177.74 feet to the Western right of way line of State Road A-1-A; thence run along the Western right of way of State Road A-1-A Northward, North $27^{\circ}34'$ East, a chord distance of 101.53 feet; run thence North $26^{\circ}03'$ East, a chord distance of 100.18 feet; run thence North $24^{\circ}12'$ East, a chord distance of 97.57 feet; run thence North $23^{\circ}12'$ East, a chord distance of 99.01 feet; run thence North $21^{\circ}20'$ East, a chord distance of 112.72 feet; run thence North $79^{\circ}31'$ West, a distance of 102.30 feet; run thence South $65^{\circ}44'$ West, a distance of 257.13 feet; run thence South $60^{\circ}18'$ West, a distance of 297.84 feet; run thence South $54^{\circ}48'$ West, a distance of 100.0 feet; run thence South $34^{\circ}55'$ West, a distance of 31.44 feet; run thence South $13^{\circ}34'$ West, a distance of 38.99 feet; run thence South $18^{\circ}49'$ West, a distance of 49.90 feet; run thence South $74^{\circ}30'$ West, a distance of 207.90 feet; run thence North $48^{\circ}31'$ West, a distance of 63.50 feet; run thence North $58^{\circ}06'$ West, a distance of 61.47 feet; run thence South $73^{\circ}30'$ West, a distance of 120.11 feet; run thence North $61^{\circ}02'$ West, a distance of 133.67 feet; run thence North $42^{\circ}54'$ West, a distance of 231.0 feet; run thence North $82^{\circ}10'$ East, a distance of 241.91 feet; run thence South $77^{\circ}47'$ East, a distance of 154.12 feet; run thence South $45^{\circ}22'$ East, a distance of 119.0 feet; run thence South $74^{\circ}14'$ East, a distance of 104.65 feet; run thence North $56^{\circ}47'$ East, a distance of 290.12 feet; run thence North $51^{\circ}17'$ East, a distance of 257.26 feet; run thence North $52^{\circ}23'$ East, a distance of 188.03 feet; run thence North $59^{\circ}21'$ East, a distance of 272.91 feet; run thence North $65^{\circ}09'$ West, a distance of 86.98 feet; run thence South $64^{\circ}38'$ West, a distance of 298.29 feet; run thence South $73^{\circ}07'$ West, a distance of 269.35 feet; run thence North $81^{\circ}19'$ West, a distance of 54.45 feet; run thence North $68^{\circ}17'$ East, a distance of 297.47 feet; run thence North $58^{\circ}05'$ East, a distance of 115.0 feet; run thence North $44^{\circ}13'$ East, a distance of 55.10 feet; run thence North $44^{\circ}46'$ East, a distance of 128.67 feet; run thence North $32^{\circ}38'$ East, a distance of 112.0 feet; run thence North $29^{\circ}21'$ East, a distance of 174.88 feet; run thence South $83^{\circ}59'$ West, a distance of 192.74 feet; run thence South $69^{\circ}51'$ West, a distance of 252.53 feet; run thence South $62^{\circ}55'$ West, a distance of 232.71 feet; run thence South $65^{\circ}17'$ West, a distance of 299.10 feet; run thence South $74^{\circ}01'$ West, a distance of 296.74 feet; run thence

OFFICIAL RECORDS

BOOK 293 PAGE 607

North 85°39' West, a distance of 258.45 feet; run thence North 86°10' West, a distance of 297.22 feet; run thence South 82°50' West, a distance of 296.60 feet; run thence South 75°21' West, a distance of 298.75 feet; run thence South 59°30' East, a distance of 295.08 feet; run thence South 67°51' East, a distance of 236.99 feet; run thence South 80°10' East, a distance of 296.75 feet; run thence South 08°14' West, a distance of 94.12 feet; run thence South 54°03' West, a distance of 138.12 feet; run thence South 32°39' West, a distance of 73.0 feet; run thence South 81°14' East, a distance of 83.79 feet; run thence South 62°46' East, a distance of 63.83 feet; run thence South 63°51' West, a distance of 43.29 feet; run thence South 58°22' West, a distance of 61.44 feet; run thence North 84°47' West, a distance of 84.14 feet; run thence North 76°15' West, a distance of 63.80 feet; run thence North 48°52' West, a distance of 67.53 feet; run thence North 82°42' West, a distance of 103.89 feet; run thence North 10°49' East, a distance of 34.62 feet; run thence North 87°57' East, a distance of 70.52 feet; run thence North 83°31' East, a distance of 101.36 feet; run thence North 17°54' East, a distance of 49.02 feet; run thence North 72°03' West, a distance of 193.61 feet; run thence North 48°22' West, a distance of 90.0 feet; run thence North 34°50' West, a distance of 71.84 feet; run thence North 61°31' West, a distance of 87.09 feet; run thence North 76°56' West, a distance of 289.02 feet; run thence North 75°53' West, a distance of 88.50 feet; run thence South 17°58' East, a distance of 180.07 feet; run thence South 57°16' East, a distance of 291.04 feet; run thence South 47°23' East, a distance of 295.53 feet; run thence South 51°20' East, a distance of 228.93 feet; run thence South 59°53' East, a distance of 104.0 feet; run thence North 83°10' East, a distance of 139.27 feet; run thence South 21°20' West, a distance of 55.51 feet; run thence South 50°34' West, a distance of 40.0 feet; run thence North 69°56' West, a distance of 54.98 feet; run thence North 82°09' West, a distance of 161.76 feet; run thence North 49°04' West, a distance of 171.65 feet; run thence North 39°46' West, a distance of 295.82 feet; run thence North 57°10' West, a distance of 250.06 feet; run thence North 49°30' West, a distance of 172.26 feet; run thence North 48°58' West, a distance of 293.43 feet; run thence North 39°55' West, a distance of 296.91 feet; run thence North 33°42' West, a distance of 233.80 feet; run thence North 47°20' West, a distance of 124.0 feet; run thence North 63°28' West, a distance of 177.76 feet; run thence North 21°30' East, a distance of 110.0 feet; run thence North 44°13' West, a distance of 233.96 feet; run thence North 43°59' West, a distance of 224.57 feet; run thence North 32°14' West, a distance of 117.0 feet; run thence North 63°39' West, a distance of 111.47 feet; run thence North 33°42' West, a distance of 289.54 feet; run thence North 35°33' West, a distance of 298.62 feet; run thence North 21°53' West, a distance of 256.90 feet; run thence North 17°22' West, a distance of 181.10 feet; run thence South 48°29' East, a distance of 162.33 feet; run thence South 34°44' East, a distance of 192.83 feet; run thence South 28°24' East, a distance of 103.0 feet; run thence South 78°49' East, a distance of 167.93 feet; run thence South 18°30' West, a distance of 187.65 feet; run thence South 75°52' East, a distance of 222.14 feet; run thence South 75°27' East, a distance of 208.18 feet; run thence North 13°17' East, a distance of 212.43 feet; run thence North 11°23' East, a distance of 189.57 feet; run thence South 80°49' East, a distance of 135.0 feet; run thence North 73°59' East, a distance of 68.92 feet; run thence North 13°58' West, a distance of 289.72 feet; run thence North 00°16' East, a distance of 126.14 feet; run thence South 67°31' East, a distance of 217.50 feet; run thence North 78°37' East, a distance of 185.68 feet; run thence South 68°52' East, a distance of 285.20 feet; run thence South 82°11' East, a distance of 129.0 feet; run thence North 63°05' East, a distance of 52.80 feet; run thence North 46°25' East, a distance of 39.45 feet; run thence North 40°17' East, a distance of 295.96 feet; run thence North 25°19' East, a distance of 136.0 feet; run thence North 16°47' East, a distance of 140.97 feet; run thence North 08°52' East, a distance of 239.28 feet; run thence North 12°20' West, a distance of 295.61 feet; run thence North 15°34' West, a distance of 297.32 feet; run thence North 08°25' West, a distance of 298.20 feet; run thence North 05°34' West, a distance of 263.40 feet; run thence North 03°40' East, a distance of 221.75 feet; run thence North 15°31' East, a distance of 294.55 feet; run thence North 19°26' East, a distance of 256.12 feet; run thence North 28°54' East, a distance of 195.42 feet;

OFFICIAL RECORDS

ADD PAGE 000

run thence South 78°09' East, a distance of 296.62 feet; run thence North 24°54' East, a distance of 81.0 feet; run thence North 65°20' West, a distance of 194.28 feet; run thence North 42°17' West, a distance of 145.0 feet; run thence North 23°33' East, a distance of 160.65 feet; run thence North 35°31' East, a distance of 177.0 feet; run thence North 08°17' West, a distance of 113.19 feet; run thence North 53°56' West, a distance of 100.0 feet; run thence North 65°44' West, a distance of 179.99 feet; run thence North 80°36' West, a distance of 124.56 feet; run thence North 52°22' West, a distance of 219.36 feet; run thence North 41°54' West, a distance of 84.25 feet; run thence North 41°54' West, a distance of 105.28 feet; run thence North 79°27' West, a distance of 212.20 feet; run thence North 79°07' West, a distance of 221.38 feet; run thence North 69°58' West, a distance of 295.09 feet; run thence North 23°05' West, a distance of 136.0 feet; run thence North 86°17' West, a distance of 96.62 feet; run thence North 62°38' West, a distance of 163.61 feet; run thence North 46°19' West, a distance of 227.31 feet; run thence South 63°26' West, a distance of 197.14 feet; run thence North 87°56' West, a distance of 109.65 feet; run thence North 73°18' West, a distance of 201.55 feet; run thence North 72°14' West, a distance of 217.05 feet; run thence North 55°20' West, a distance of 216.65 feet; run thence North 47°35' West, a distance of 108.65 feet; run thence South 69°12' East, a distance of 73.43 feet; run thence South 62°22' East, a distance of 109.0 feet; run thence North 69°28' East, a distance of 118.51 feet; run thence North 15°02' East, a distance of 92.81 feet; run thence North 69°08' East, a distance of 130.72 feet; run thence South 76°50' East, a distance of 212.0 feet; run thence North 46°49' East, a distance of 123.06 feet; run thence South 65°23' East, a distance of 295.05 feet; run thence South 51°12' East, a distance of 295.98 feet; run thence South 42°49' East, a distance of 145.0 feet; run thence South 48°41' East, a distance of 153.61 feet; run thence South 68°08' East, a distance of 247.0 feet; run thence South 58°20' East, a distance of 203.21 feet; run thence South 79°51' East, a distance of 75.53 feet; run thence South 65°46' East, a distance of 202.57 feet; run thence North 16°01' East, a distance of 219.30 feet; run thence North 26°47' West, a distance of 156.57 feet; run thence North 37°00' West, a distance of 220.10 feet; run thence North 22°30' West, a distance of 177.94 feet; run thence North 09°00' West, a distance of 174.86 feet; run thence South 53°48' East, a distance of 75.04 feet; run thence South 21°35' East, a distance of 188.0 feet; run thence South 48°21' East, a distance of 86.13 feet; run thence North 82°39' East, a distance of 298.18 feet; run thence South 86°40' East, a distance of 193.95 feet; run thence North 84°48' East, a distance of 283.0 feet; run thence North 21°32' West, a distance of 244.86 feet; run thence North 88°34' East, a distance of 123.21 feet, more or less, to the point of beginning.

65231

FILED AND RECORDED

1979 JUN 18 PM 1:29

D. C. OXLEY
CLERK CIRCUIT COURT
WASSEL COUNTY, FLA

PUBLIC RECORDS

EXHIBIT A

BOOK 253 PAGE 272

All that tract or parcel of land situate, lying and being in Nassau County, Florida, making up a part of Section 20, Township 2 North, Range 28 East, more particularly described as follows:

For a point of reference commence at the southwest corner of Tract A of American Beach, Section 3, as shown on a plat recorded in the public records of Nassau County, Florida, at Plat Book 2, page 64, which is located South 84° 40' 31" West of the Westerly right of way line of State Road 105 (ALA); run thence South 6° 27' 14" West 37.71 feet; thence South 14° 22' 51" East 12.58 feet to the most Northerly corner of Tract 7 as shown on Plat of Sea Marsh Village Unit II, recorded in Plat Book 4, Pages 16 and 17 of the public records of Nassau County, Florida, thence South 83° 24' 28" West along the Northerly line of said Tract 7, 410.77 feet to the point of beginning; from the point of beginning run South 83° 24' 28" West, 741.4 feet to an intersection with the arc of a curve concave Easterly having a radius of 225 feet; thence along and around said curve in a northeasterly direction an arc distance of 4.48 feet to the point of Tangency of said curve, (said curve having a chord bearing and distance of North 31° 16' 39" East, 4.48 feet); thence North 31° 50' 54" East 71.51 feet to the point of curve of a curve to the left having a radius of 544.08 feet; thence along and around said curve in a northerly direction an arc distance of 292.38 feet to the point of reverse curve (said curve having a chord bearing and distance of North 16° 27' 12" East 288.88 feet), said reverse curve having a radius of 386.49 feet; thence along and around said curve in a northerly direction an arc distance of 915.0 feet (said curve having a chord bearing and distance of North 7° 50' 27" East, 91.29 feet) to the point of Tangency of said curve; thence North 14° 37' 24" East 76.94 feet to the point of curve of the curve to the left having a radius of 712.70 feet; thence along and around said curve in a northerly direction an arc distance of 227.75 feet (said curve having a chord bearing and distance of North 5° 28' 07" East, 226.78 feet) to the point of Tangency of said curve; thence North 3° 41' 09" West 55.07 feet; thence North 86° 46' 55" East 524.20 feet to the Northwest corner of a cemetery; thence South 3° 13' 51" East 174.14 feet to the Southwest corner of said cemetery continuing thence south 3° 13' 51" East for 558.55 feet to the point of beginning.

The above described parcel contains 10.109 acres more or less.

49781

FILED AND RECORDED
IN OFFICE

1977 NOV 28 PM 4:15

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA

Harrison Creek Subdivision, according to Plat Book 5, page 36 of the public records of Nassau County, Florida.

CAPTION

A portion of Tract "A", American Beach, Section 3, Plat Book 2, Page 64, together with a portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, all being more particularly described as follows: BEGIN at the Northeast corner of Lot 18, as shown on the plat of Cedar Point Unit 2, as recorded in Plat Book 4, Page 107, of the public records of said County; thence North 32°10'08" West, 37.74 feet to an intersection with the Southwesterly prolongation of the Northerly line of said Cedar Point Unit 2; thence North 83°24'29" East along last said line, 115.53 feet to the Northeast corner of said Cedar Point Unit 2, said Northeast corner lying in a curve leading Northeasterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 225.00 feet, an arc distance of 4.48 feet, said arc being subtended by a chord bearing and distance of North 31°16'39" East, 4.48 feet to a point on said curve; thence North 31°50'54" East, 71.51 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 544.08 feet, an arc distance of 292.38 feet, said arc being subtended by a chord bearing and distance of North 18°27'12" East, 288.88 feet to the point of reverse curvature of a curve leading Northeasterly; thence along and around the arc of a curve concave Easterly and having a radius of 386.49 feet, an arc distance of 91.50 feet, said arc being subtended by a chord bearing and distance of North 07°50'27" East, 91.29 feet to the point of tangency of said curve; thence North 14°37'24" East, 78.94 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 712.70 feet, an arc distance of 227.75 feet, said arc being subtended by a chord bearing and distance of North 05°28'07" East, 226.78 feet to the point of tangency of said curve; thence North 03°41'09" West, 55.07 feet; thence South 28°48'55" West, 355.00 feet more or less to the mean high water line of Harrison Creek; thence Southwesterly along said mean high water line 871.00 feet more or less; thence South 87°33'27" East, 73.00 feet more or less to the line dividing the uplands from the marshlands of said Harrison Creek; thence Southerly and Easterly along last said line 455.00 feet more or less to an intersection with a line bearing South 42°31'48" West from the POINT OF BEGINNING; thence North 42°31'48" East along last said line 190.00 feet more or less to the POINT OF BEGINNING.

OFFICIAL RECORDS

EXHIBIT "A"

BOOK 440 PAGE 285

A part of Tract "A", American Beach, Section 3, Plat Book 2, Page 64 and a part of Section 20, Township 2 North, Range 28 East, both in Nassau County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of said Tract "A"; thence South 4°11'31" West, a distance of 37.39 feet; thence South 9°33'54" East, a distance of 12.59 feet to the most Northerly corner of Tract 7 as shown on the Plat of Sea Marsh Village Unit Two, Plat Book 4, Pages 16 and 17 of the Public Records of said County; thence South 83°16'41" West, along the Northerly line of said Tract 7, a distance of 1151.77 feet to its intersection with a curve concave Easterly and having a radius of 225 feet; thence around and along said curve an arc distance of 4.44 feet, said arc being subtended by a chord bearing and distance of North 31°17'45" East, 4.44 feet to the point of tangency of said curve; thence North 31°51'39" East, a distance of 71.51 feet to the point of curvature of a curve to the left, having a radius of 544.08 feet; thence around and along said curve, an arc distance of 292.36 feet said arc being subtended by a chord bearing and distance of North 16°28'01" East 288.86 feet to the point of reverse curvature of a curve having a radius of 386.49 feet; thence around and along said curve an arc distance of 91.70 feet, said arc being subtended by a chord bearing and distance of North 7°51'47" East 91.49 feet to the point of tangency of said curve; thence North 14°39'38" East, a distance of 76.38 feet to the point of curvature of a curve to the left, having a radius of 712.70 feet; thence around and along said curve an arc distance of 227.91 feet, said arc being subtended by a chord bearing and distance of North 5°29'57" East, 226.94 feet to the point of tangency of said curve; thence North 3°39'44" West, a distance of 55.04 feet; thence North 86°27'49" East, a distance of 523.56 feet to the Northwest corner of a cemetery; thence South 3°13'20" East, along the West line of said cemetery, a distance of 174.20 feet to the Southwest corner thereof; thence North 86°46'50" East, along the South line of said cemetery, a distance of 249.91 feet to the Southeast corner thereof; thence North 3°16'44" West, along the East line of said cemetery, a distance of 174.17 feet to the Northeast corner thereof; thence North 86°47'56" East, a distance of 235.25 feet to its intersection with the Westerly right of way line of State Road 105 (A-1-A) as established for a width of 200 feet, said Westerly right of way line being a curve concave Easterly and having a radius 5829.58 feet; thence around and along said curve an arc distance of 657.40 feet, said arc being subtended by a chord bearing and distance of South 1°46'09" East, 657.05 feet to the most Southerly line of said Tract "A"; thence South 84°45'28" West, along said Southerly line a distance of 54.83 feet to the POINT OF BEGINNING.

Containing 16.8955 acres, more or less.

Said lands being the same lands as those described in Official Records Book 253 Page 273 of said Public Records.

SUBJECT TO a 30 foot easement for ingress and egress across a portion of Section 20, Township 2 North, Range 28 East, lying South of and within 30.0 feet as measured at right angles to the following described line: BEGIN at the Northeasterly corner of the above described lands; thence South 84°45'28" West, 235.25 feet to the POINT OF TERMINATION. Bounded on the East by the Westerly right of way line of State Road 105 (A-1-A), bounded on the West by a line bearing South 03°16'44" East and passing through said POINT OF TERMINATION.

EXHIBIT A TO SUPPLEMENTARY RESTATED COVENANTS

66 ACRE TRACT

807. 403 669

PARCEL 1

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the westerly right-of-way line of Florida State Road No. 105 (ALA, a 200 foot right-of-way, as now established) with the northerly boundary of said Section 1; run thence S.19°33'10"E. along said right-of-way line, a distance of 323.72 feet; thence N.89°59'50"E. departing from said westerly right-of-way line, a distance of 212.24 feet to a point in the easterly right-of-way line of said Florida State Road No. 105; run thence S.19°33'10"E. along said easterly right-of-way line, a distance of 436 feet; thence continue S. 19°33'10"E. along said easterly right-of-way line, a distance of 2,690.95 feet to the Point of Beginning.

From the Point of Beginning thus described, return N.19°33'10"W. along said easterly right-of-way line, a distance of 2,690.95 feet; run thence N.77°32'20"E. departing from said easterly right-of-way line, a distance of 213.51 feet; thence N.84°20'42"E., a distance of 334.91 feet to the most southerly corner of a parcel of land designated as "Villa Parcel 30", as shown survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File No. S-1809; run thence N.83°29'50"E. along the southerly boundary of said "Villa Parcel 30" and its easterly prolongation, a distance of 578.44 feet to an intersection with the Coastal Construction Setback Line; thence continue N.83°29'50"E., a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence southerly along said mean high water line, a distance of 2,637 feet, more or less, to a line which bears N.82°42'00"E. from the Point of Beginning; run thence S.82°42'00"W., a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue S.82°42'00"W., a distance of 720.77 feet to the Point of Beginning.

ALSO DESCRIBED AS

All that certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida and further known and described as follows:

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, 29 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (ALA, a 200 foot right-of-way, as now established), with the north line of said Section 1; thence S.19°33'10"E., along the westerly right-of-way line of said State Road No. 105, 323.72 feet; thence N.89°59'50"E., 212.24 feet, to the easterly right-of-way line of said State Road No. 105; thence S.19°33'10"E., along said easterly right-of-way line, 436.00 feet, to the northwesterly corner of those lands described and recorded in Official Records Book 306, page 267, of the public records of said County, also being the POINT OF BEGINNING; thence N.77°32'20"E., along the northerly line of said lands described in Official Records Book 306, page 267, 213.51 feet; thence N.84°24'24"E., continuing along last said line, 334.00 feet, to the more southerly corner of those lands known as Villa Parcel 30; thence N.83°29'50"E., continuing along the northerly line of said lands described in Official Records Book 306, page 267, 578.42 feet, to an intersection with the Coastal Construction Control Line; thence continue N.83°29'50"E., 121 feet, more or less, to the mean high water line of the Atlantic Ocean; thence southerly, along the mean high water line of the Atlantic Ocean, 2,630 feet, more or less, to an intersection with the southerly line of said lands, described in Official Records Book 306, page 267; thence S.82°42'00"W., along last said line, 144 feet, more or less, to an intersection with the Coastal Construction Control Line; thence continue S.82°42'00"W., along the southerly line of said lands described in Official Records Book 306, page 267, 721.03 feet, to the southwestly corner of said lands; thence N.19°33'10"W., along the easterly right-of-way line of said State Road No. 105, 2,690.95 feet, to the POINT OF BEGINNING. TOGETHER WITH viewing easement number 2, as described and recorded in Official Records Book 334, page 314, of said public records.

Less and Except the lands conveyed from Amelia Island Holding Company to Long Point Development Company dated of even date herewith.

EXHIBIT B TO SUPPLEMENTARY RESTATED COVENANTS

CONDOMINIUM PROPERTY, BOUNDARY
PARCEL III - PHASE I

2003 403 671

A portion of Section 1, Township 1 North, Range 20 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (ALA, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South $19^{\circ} 33' 10''$ East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North $89^{\circ} 59' 50''$ East, 212.24 feet to the Easterly right-of-way line of said State Road No. 105; thence South $19^{\circ} 33' 10''$ East, along said Easterly right-of-way line, 436.00 feet to the Northwesterly corner of those lands described and recorded in official records, Book 306, Page 267 of the records of said County; run thence North $77^{\circ} 32' 20''$ East, along the Northerly line of said lands described in official records, Book 306, Page 267, 213.51 feet; thence North $84^{\circ} 24' 24''$ East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North $83^{\circ} 29' 50''$ East, continue along the Northerly line of said lands described in official records, Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South $10^{\circ} 13' 11''$ East, along said design base line, a distance of 672.16 feet to a point for Point of Beginning.

From the Point of Beginning thus described run North $52^{\circ} 46' 08''$ East a distance of 98.90 feet to a point; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance 51.93 feet, to the point of reverse curvature of said curve the bearing of the aforementioned chord being South $39^{\circ} 31' 52''$ East; run thence Southeasterly, along the arc of a curve, concaved Northeasterly, having a radius of 286.48 feet, a chord distance of 46.95 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South $39^{\circ} 01' 52''$ East; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance of 90.12 feet, to the point of compound curvature of said curve, the bearing of the aforementioned chord being South $34^{\circ} 40' 52''$ East; run thence Southeasterly along the arc of a curve, concaved Southwesterly, having a radius of 60.00 feet, a chord distance of 46.98 to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South $02^{\circ} 34' 52''$ East; run thence Southwesterly along the arc of a curve, concaved Southeasterly, having a radius of 75.00 feet, a chord distance of 45.18 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South $02^{\circ} 56' 49''$ West; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 75.00 feet, a chord distance of 23.35 feet, to the point of reverse curvature of the aforementioned curve, the bearing of the aforementioned chord being South $05^{\circ} 37' 29''$ East;

500 672

run thence Southeasterly along the arc of a curve, concaved
Northeasterly having a radius of 176.29 feet, a chord distance of
79.97 feet, to a point, the bearing of the aforementioned chord
being South 09° 46' 40" East; run thence South 79° 46' 08" West a
distance of 41.00 feet to a point; run thence North 82° 13' 52"
West a distance of 308.29 feet to a point in the Easterly right-
of-way line of that certain access road (a 50 foot right of way);
run thence Northwesterly, along the arc of a curve and along the
Easterly right-of-way line of said access road, concaved
Southwesterly, (having a radius of 383.10 feet, a chord distance
of 142.10 feet, to a point, the bearing of the aforementioned
chord being North 02° 08' 36" West;) run thence North 52° 46' 08"
East a distance of 179.36 feet to the Point of Beginning.

403 673

Condominium Property, Boundary (Turtle Dunes Condominium)

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (ALA, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South $19^{\circ}33'10''$ East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North $89^{\circ}59'50''$ East, 212.24 feet to the Easterly right-of-way line said State Road No. 105; thence South $19^{\circ}33'10''$ East, along said Easterly right-of-way line, 436.0 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 306, Page 267, of the records of said County; run thence North $77^{\circ}32'20''$ East, along the Northerly line of said lands described in Official Records Book 306, Page 267, 213.51 feet; thence North $84^{\circ}24'24''$ East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North $83^{\circ}29'50''$ East, continue along the Northerly line said lands described in Official Records Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South $10^{\circ}13'11''$ East, along said design base line, a distance of 699.22 feet to a point, run thence South $79^{\circ}47'14''$ West, continuing along last said line, 3.00 feet to a point, in that certain design base line; run thence South $10^{\circ}19'04''$ East, along said design base line a distance of 757.49 feet to a point for the Point of Beginning.

From the Point of Beginning thus described run North $53^{\circ}46'08''$ East a distance of 32.81 feet to a point run thence North $79^{\circ}10'10''$ East a distance of 16.55 feet to a point; run thence South $35^{\circ}42'47''$ East a distance of 170.00 feet to a point; run thence South $13^{\circ}43'52''$ East a distance of 29.78 feet to a point; run thence South $8^{\circ}46'08''$ West a distance of 180.38 feet to a point; run thence South $74^{\circ}06'58''$ West a distance of 27.00 feet to a point; thence North $81^{\circ}13'52''$ West a distance of 195.62 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right-of-way); run thence North $24^{\circ}43'52''$ West along the Easterly right-of-way line of said access road a distance of 188.21 feet to a point; run thence North $53^{\circ}46'08''$ East a distance of 218.84 feet to the Point of Beginning.

817P2

POOL AND ACCESS EASEMENT REVISED

DATE 403 674

A portion of Section 6, Township 1 North Range 29 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the right-of-way line of State Road 105 (A1A, a 200 foot right-of-way as now established) with the North line of Section 1, Township 1 North, Range 28 East; thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road 105, a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet to the Easterly right-of-way line of said State Road 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 436.00 feet to the Northwesterly corner of those lands described and recorded in official records Book 306, Page 267, of the public records of said county; run thence North 77° 32' 20" East, along the Northerly line of said lands described in official records Book 306, Page 267, a distance of 213.51 feet; run thence North 84° 24' 24" East, continuing along last said line, a distance of 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; run thence North 83° 29' 50" East, continuing along the Northerly line described in official records Book 306, Page 267, a distance of 279.54 feet to a point, said point also lying in that certain design base line; run thence South 10° 13' 11" East, along said design base line, a distance of 699.22 feet to a point; run thence South 79° 47' 14" West a distance of 3.00 feet to a point; run thence South 10° 19' 04" East a distance of 252.52 feet to a point; run thence South 82° 13' 52" East a distance of 122.11 feet to a point; run thence North 79° 46' 08" East a distance of 41.00 feet; run thence South 42° 36' 19" East a distance of 33.01 feet to a point; run thence South 10° 49' 50" East a distance of 155.00 feet to a point for a Point of Beginning.

From the Point of Beginning thus described run North 10° 49' 50" West a distance of 155.00 feet to a point; run thence North 42° 36' 19" West a distance of 33.01 feet to a point; run thence North 79° 46' 08" East a distance of 10.38 feet to a point; run thence South 42° 36' 19" East a distance of 32.88 feet to a point; run thence North 79° 10' 10" East a distance of 270 feet, more or less, to the waters of the Atlantic Ocean; run thence Southerly, along said waters of the Atlantic Ocean, following the meanderings of same, a distance of 160 feet, more or less, to a point which bears North 79° 10' 10" East from the Point of Beginning; run thence South 79° 10' 10" West a distance of 245 feet, more or less, to the Point of Beginning.

CMN
5/9/83

Page 1 of 3

THE HASKELL COMPANY

INSTR # 200339049
DR BK 01183 PG 0031

TENNIS COURT AND ACCESS EASEMENT

BOOK 408 S. 675

A parcel of land lying in Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the point of intersection of the Westerly right-of-way line of State Road No. 105 (AlA, a 200 foot right-of-way as now established) with the North boundary line of said Section 1 and run thence South $19^{\circ} 33' 10''$ East, along the Westerly right-of-way line of said State Road No. 105 a distance of 323.72 feet to a point; run thence North $89^{\circ} 59' 50''$ East a distance of 212.24 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South $19^{\circ} 33' 10''$ East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North $70^{\circ} 26' 50''$ East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North $43^{\circ} 05' 20''$ East; run thence North $15^{\circ} 43' 45''$ East, along said centerline, a distance of 270.00 feet to a point of curvature; run thence Northwesterly, along said centerline and along the arc of a curve, concaved Northwesterly, having a radius of 358.10 feet, a chord distance of 44.53 feet, to a point, the bearing of the aforementioned chord being North $12^{\circ} 09' 56''$ East; run thence North $89^{\circ} 13' 52''$ West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run Northeasterly along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly, having a radius of 333.10 feet, a chord distance of 15.00 feet to a point, the bearing of the aforementioned chord being North $07^{\circ} 21' 35''$ East; run thence North $82^{\circ} 13' 52''$ West a distance of 48.88 feet to a point; run thence North $04^{\circ} 00' 00''$ East a distance of 7.11 feet to a point; run thence North $86^{\circ} 00' 00''$ West a distance of 120.00 feet to a point; run thence South $04^{\circ} 00' 00''$ West a distance of 120.00 feet to a point; run thence South $86^{\circ} 00' 00''$ East a distance of 120.00 feet to a point; run thence North $04^{\circ} 00' 00''$ East a distance of 82.83 feet to a point; run thence South $82^{\circ} 13' 52''$ East a distance of 46.43 feet to a point in said Northwesterly right-of-way line; run thence Northeasterly, along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly having a radius of 333.10 feet, a chord distance of 15.00 feet to the Point of Beginning, the bearing of the aforementioned chord being North $09^{\circ} 57' 45''$ East.

CMN
5/9/83

A parcel of land lying in Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the point of intersection of the Westerly right-of-way line of State Road No. 105 (ALA, a 200 foot right-of-way as now established) with the North boundary line of said Section 1 and run thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road No. 105 a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North 70° 26' 50" East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 43° 05' 20" East; run thence North 15° 43' 45" East, along said centerline, a distance of 68.46 feet to a point; run thence North 74° 16' 15" West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run North 74° 16' 15" West a distance of 1.10 feet to a point; run thence North 86° 00' 00" West a distance of 120.00 feet to a point; run thence North 04° 00' 00" East a distance of 140.00 feet to a point; run thence South 86° 00' 00" East a distance of 120.00 feet to a point; run thence South 4° 00' 00" West a distance of 110.00 feet to a point; run thence South 74° 16' 15" East a distance of 7.20 feet to a point on the said Northwesterly right-of-way line; run thence South 15° 43' 45" West along said Northwesterly right-of-way line a distance of 29.37 feet to the Point of Beginning.

The above described land containing 0.389 acres, more or less.

TEW/kmb
1/27/84

April-21, 1983

BOOK 463 PAGE 677

INSTR # 200339049
OR BK 01183 PG 0034

BEACH WALKER ACCESS ROAD

Parcel "A" (Beach Lagoon Road), Parcel "B" (Beach Walker Road), and Parcel "E" (Beach Walker Road), all as shown on the Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of Nassau County, Florida, together with a portion of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as lying 30 feet on each side of the following described centerline: COMMENCE at the Southeast corner of Lot 15, Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of said County, said point lying in the Westerly right-of-way line of Beach Walker Road, Parcel "B" (a 50 foot private road), said point lying in a curve, said curve being concave Southeasterly and having a radius of 375 feet; thence Southwesterly along and with the arc of said curve, an arc distance of 152.52 feet, said arc being subtended by a chord bearing of South 17°02'08" West, and a chord distance of 151.47 feet to the most Southerly boundary of said Beach Walker Village; thence South 84°36'05" East, along the most Southerly boundary of Beach Walker Village, a distance of 25.0 feet to the centerline of said Beach Walker Road and the POINT OF BEGINNING, said point lying in a curve concave to the Northeast and having a radius of 185.0 feet. From the POINT OF BEGINNING thus described thence run Southeasterly along and with the arc of a curve, an arc distance of 206.65 feet, said arc being subtended by a chord bearing of South 26°36'05" East and a chord distance of 196.07 feet to the point of tangency of said curve; thence on a tangent bearing of South 58°36'05" East, a distance of 163.66 feet to the point of curve of a curve to the right, said curve being concave Southwesterly and having a radius of 211.22 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 108.75 feet, said arc being subtended by a chord bearing of South 43°51'05" East, and a chord distance of 107.55 feet to a point of compound curvature of a curve to the right, said curve being concave Southwesterly and having a radius of 175.0 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 113.01 feet, said arc being subtended by a chord bearing of South 10°36'05" East and a chord distance of 110.06 feet, to the point of tangency of said curve; thence on a tangent bearing of South 07°53'55" West, a distance of 23.60 feet to the Northerly line of those lands described and recorded in Official Records Volume 306, Page 267, of said Public Records, also being the POINT OF TERMINATION.

8508333

FILED AND RECORDED
IN OFFICE

1985 AUG -7 PK 2: 58

NASSAU COUNTY, FLA.
CLERK OF COURT
T. J. GREGORY, CLERK

200 1183 418

EXHIBIT "A" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

A part of Sections 38 and 39, Township 1 North, Range 29 East and part of Sections 1 and 42 and all of Sections 43 and 44, Township 1 North, Range 28 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. 11A) as now established as a 200 foot right of way with the Northerly line of Unsurveyed Section 1, Township 1 North, Range 28 East of said County; thence South $19^{\circ} 33' 10''$ East, along said Westerly Right of Way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, continue South $19^{\circ} 33' 10''$ East, along said Westerly Right of Way line, a distance of 4799.97 feet to a point of curve of a curve concave Northwesterly having a radius of 3337.75 feet; thence Southwesterly, along the arc of said curve an arc distance of 2363 feet, more or less, to its intersection with the division line of the Uplands and Marshlands, said division line also being the same as the Mean High Water line of Nassau Sound and South Amelia River; thence Northerly, Northeasterly, Easterly, Southeasterly, Southerly, Southwesterly, Westerly and Northwesterly, along said Mean High Water line, a distance of 35,672 feet, more or less, to its intersection with a line bearing South $89^{\circ} 59' 50''$ West from the point of beginning; thence North $89^{\circ} 59' 50''$ East, a distance of 169 feet, more or less, to the point of beginning.

Work Order No. 885-1062

File: 85D-1165

Parcel 16

A part of Section 1, Township 1 North, Range 28 East, and a part of Section 6, Township 1 North, Range 29 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. 11A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South $19^{\circ} 33' 10''$ East, along said Westerly right of way line, a distance of 323.72 feet; thence North $89^{\circ} 59' 50''$ East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South $19^{\circ} 33' 10''$ East along said Easterly right of way line, a distance of 436.00 feet; thence North $77^{\circ} 32' 20''$ East departing from said Easterly right of way line, 213.51 feet; thence North $84^{\circ} 24' 24''$ East, 334.00 feet; thence North $83^{\circ} 29' 50''$ East, 411.63 feet to the point of beginning for this description.

From the point of beginning thus described continue North $83^{\circ} 29' 50''$ East, 135.03 feet; thence South $08^{\circ} 45' 27''$ East, 92.68 feet; thence South $09^{\circ} 32' 09''$ East, 259.73 feet; thence South $02^{\circ} 55' 14''$ East, 347.22 feet to a point on the (New) Department of Natural Resources Coastal Construction Setback line; thence South $80^{\circ} 27' 51''$ West departing from said Setback line, 45.00 feet; thence North $19^{\circ} 30' 05''$ West, 348.70 feet; thence North $07^{\circ} 40' 12''$ West, 361.22 feet to the point of beginning, containing 1.896 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 16 Green (running Westerly from the North boundary of the parcel herein described, generally parallel with the reference line herein described), to the aforesaid Easterly boundary of State Road No. 105, (at Number 13 Tee).

87 178 114

EXHIBIT "A-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 13

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 436.00 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1316.98 feet; thence North 70° 26' 50" East departing from said Easterly right of way line, a distance of 74.51 feet to the point of curvature of a curve leading to the left being concave Northwest and having a radius of 175.00 feet; thence 65.38 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 59° 44' 40" East, 65.00 feet; thence North 05° 17' 34" West, 177.72 feet; thence North 00° 52' 04" East, 134.08 feet; thence North 12° 03' 06" West, 156.91 feet; thence North 26° 31' 01" West, 200.00 feet; thence North 31° 55' 00" West, 657.68 feet; thence South 77° 32' 20" West, 85.00 feet to the point of beginning, containing 5.487 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 13 Green (across an entrance right of way) to Number 14 Tee; subject to a 50 foot wide ingress and egress (access) easement being the North 50 feet of the parcel herein described. Said easement for the joint use of The Amelia Island Holding Company, and Amelia Island Company. Also subject to a 50 foot wide landscape easement being the South 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

EXHIBIT "A-2" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 14

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. ALA) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 1846.98 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1203.22 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 276.29 feet; thence North 07° 18' 00" West, 55.00 feet; thence North 22° 55' 16" West, 368.78 feet; thence North 18° 02' 03" West, 443.97 feet; thence South 65° 16' 08" West, 82.76 feet; thence North 36° 40' 32" West, 422.34 feet; thence South 70° 26' 50" West, 65.00 feet to the Point of Beginning, containing 6.295 acres more or less, together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 14 Green (between 2 Southerly buildings) to Number 15 Tee. Also subject to a 50 foot wide landscape easement being the North 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

Work Order No. 885-1062

File: 85D-1165

Parcel 15

A part of Section 6, Township 1 North, Range 29 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. ALA) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 3,126.95 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 621.70 feet to a point on the (new) Department of Natural Resources Coastal Construction Setback Line; thence North 11° 00' 37" West along said Setback line, 133.00 feet to the point of beginning for this description.

From the point of beginning thus described continue North 11° 00' 37" West along said Setback line, 396.52 feet to an angle point therein; thence North 10° 59' 36" West along said Setback line, 352.45 feet; thence South 79° 00' 24" West, departing from said Coastal Construction Setback line, 102.00 feet; thence South 08° 46' 08" West, 120.00 feet; thence South 05° 00' 02" East, 134.28 feet; thence South 25° 32' 29" East, 384.85 feet; thence South 15° 46' 26" East, 82.21 feet; thence South 11° 00' 37" East, 48.08 feet; thence North 78° 59' 23" East, 53.17 feet to the point of beginning, containing 1.867 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 15 Green (running Northerly, generally parallel with the aforesaid Coastal Construction Setback line) to Number 16 Tee.

EXHIBIT "B" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Tract 1

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows:
For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. 11A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 2174.12 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 110.00 feet; thence departing from said right of way line run 39.27 feet along the arc of a curve to the left, said curve being concave Southwesterly and having a radius of 25.00 feet, said arc being subtended by a chord which bears North 64° 33' 10" West, 35.36 feet; thence South 70° 26' 50" West, 10.46 feet to the point of curvature of a curve leading to the right, being concave Northeasterly and having a radius of 160.00 feet; thence 270.44 feet along the arc of said curve to a point of reverse curve leading to the left, being concave Southwesterly and having a radius of 45.32 feet, said arc being subtended by a chord which bears North 61° 07' 48" West, 239.38 feet; thence run 17.24 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 23° 36' 14" West, 17.14 feet; thence run North 34° 30' 02" West, 117.85 feet to the point of curvature of a curve leading to the left, being concave Southwesterly and having a radius of 318.74 feet; thence run 126.28 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Northeasterly and having a radius of 282.51 feet, said arc being subtended by a chord which bears North 45° 51' 02" West, 125.45 feet; thence run 67.33 feet along the arc of said reverse curve to a point on the curve, said arc being subtended by a chord which bears North 50° 22' 22" West, 67.17 feet; thence South 46° 27' 18" West, 115.00 feet; thence South 13° 32' 42" East, 25.00 feet; thence South 53° 27' 18" West, 295.00 feet; thence North 76° 38' 21" West, 98.7 feet, more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Northerly and Northeasterly along said Mean High Water line, 3.631 feet, more or less, to a point thereon; thence run Easterly and Southwesterly along said Mean High Water Line, 3.139 feet, more or less, to a point thereon; thence South 18° 56' 01" East, departing from said Mean High Water Line, 108.4 feet, more or less, to a point of reverse curve, leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence 18.69 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 26' East, 18.26 feet; thence South 76° 21' 26" East, 10.86 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 170.37 feet; thence 67.90 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 64° 56' 26" East, 67.45 feet; thence South 53° 31' 25" East, 37.82 feet to the point of curvature of a curve leading to the left being concave Northeasterly and having a radius of 210.00 feet; thence run 119.80 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 69° 52' 00" East, 118.18 feet; thence South 86° 12' 35" East, 62.52 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 230.00 feet; thence run 250.81 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 58' 12" East, 238.57 feet; thence South 23° 43' 49" East, 72.45 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 103.14 feet; thence run 60.20 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 40° 27' 10" East, 59.35 feet; thence South 57° 10' 31" East, 38.36 feet to the point of curvature of a curve leading to the right being concave Southwesterly and having a radius of 191.47 feet; thence 92.99 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 43° 15' 42" East, 92.08 feet; thence South 29° 20' 52" East, 49.42 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 222.51 feet; thence run 108.17 feet along the arc of said curve to a point of reverse curve of a curve leading to the right, being concave Southwesterly and having a radius of 378.74 feet, said arc being subtended by a chord which bears South 43° 16' 27" East, 107.10 feet; thence run 150.06 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 45° 51' 02" East, 149.07 feet; thence South 34° 30' 02" East, 117.85 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 105.32 feet; thence run 40.06 feet along the arc of said curve to a point of reverse curve of a curve leading to the left, being concave Northeasterly and having a radius of 100.00 feet, said arc being subtended by a chord which bears South 23° 36' 14" East, 39.82 feet; thence run 169.03 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 61° 07' 48" East, 149.61 feet; thence North 70° 26' 50" East, 10.46 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence run 39.27 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 25° 26' 50" East, 35.36 feet.

473 417

EXHIBIT "B-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Tract 2

A part of Section 1, 43 and 44, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows:
For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1 Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 3,773.33 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 175.24 feet; thence departing from said right of way line, run 40.57 feet along the arc of a curve leading to the left, being concave Southwesterly and having a radius of 25.00 feet, said arc being subtended by a chord which bears North 66° 02' 21" West, 36.26 feet; thence South 67° 28' 27" West 498.89 feet to the point of curvature of a curve leading to the left, being concave Southeasterly and having a radius of 291.13 feet; thence 107.41 feet along the arc of said curve to a point of compound curvature continuing to the left, being concave Southeasterly and having a radius of 410.00 feet, said arc being subtended by a chord which bears South 56° 54' 15" West, 106.81 feet; thence 100.25 feet along the arc of said compound curve to a point on the curve, said arc being subtended by a chord which bears South 39° 19' 46" West, 100.00 feet; thence South 58° 54' 05" East, 250.00 feet; thence South 30° 27' 58" West, 97.45 feet; thence South 48° 07' 41" West, 115.65 feet; thence South 04° 48' 56" East, 450.00 feet; thence South 03° 10' 59" East, 650.00 feet; thence South 82° 52' 01" West, 395.00 feet; thence South 70° 39' 32" West, 282.06 feet; thence North 87° 06' 28" West, 320.00 feet; thence South 78° 40' 43" West, 195.00 feet; thence North 43° 36' 33" West, 138.48 feet; thence North 62° 50' 16" West, 60.00 feet to the point of curvature of a curve leading to the right, being concave Southeasterly and having a radius of 315.67 feet; thence 273.60 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 51° 59' 34" East, 265.12 feet; thence North 26° 56' 50" West, 245.22 feet; thence North 04° 56' 13" East, 387.1 feet; more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Southeasterly, Northerly, Easterly, and Northwesterly along said Mean High Water Line, 4,702 feet, more or less, to a point thereon; thence South 54° 06' 25" East, departing from said Mean High Water Line, 105.4 feet, more or less, to a point; thence South 02° 14' 46" East, 470.00 feet; thence South 76° 01' 41" East, 104.14 feet; thence South 02° 14' 46" East, 250.00 feet; thence South 24° 48' 15" East, 113.31 feet; thence South 69° 09' 56" West, 199.76 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 892.35 feet; thence 206.04 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 18° 11' 22" East, 205.58 feet; thence South 11° 34' 30" East, 408.66 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 328.53 feet; thence 435.65 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 49° 33' 50" East, 404.42 feet; thence South 87° 33' 10" East, 88.79 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence 35.81 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Southeasterly and having a radius of 470.00 feet, said arc being subtended by a chord which bears North 51° 24' 10" East, 32.83 feet; thence 295.11 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 28° 20' 47" East, 290.29 feet; thence North 46° 20' 03" East, 191.64 feet to the point of curvature of a curve leading to the right, being concave Southeasterly and having a radius of 290.00 feet; thence 107.00 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears North 56° 54' 15" East, 106.39 feet; thence North 67° 28' 27" East, 351.29 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence 37.97 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 23° 57' 39" East, 34.43 feet.

8512377

1589 11 19 59

BK0782 PG0436
OFFICIAL RECORDS

BK0810 PG0411
OFFICIAL RECORDS

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

AMELIA ISLAND PLANTATION PARK PARCEL "A"
 A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A", "B" AND "C", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 84 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 12, UNIT TWO OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID UNIT TWO OF AMERICAN BEACH SECTION THREE RUN THE FOLLOWING COURSES AND DISTANCES: NORTH 88°30'30" EAST, A DISTANCE OF 199.85 FEET; THENCE NORTH 01°28'23" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'00" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°37'02" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'27" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°25'13" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°32'56" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 02°06'50" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'16" EAST, A DISTANCE OF 250.09 FEET; THENCE NORTH 01°27'54" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'21" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°31'33" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°31'03" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°29'49" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°33'12" WEST, A DISTANCE OF 26.22 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 84°50'07" EAST, A DISTANCE OF 200.56 FEET; THENCE NORTH 01°54'32" WEST, A DISTANCE OF 28.08 FEET; THENCE NORTH 88°34'37" EAST, A DISTANCE OF 280.81 FEET; THENCE NORTH 02°09'43" WEST, A DISTANCE OF 17.94 FEET; THENCE NORTH 87°49'08" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 55.00 FEET; THENCE SOUTH 02°15'13" EAST LEAVING SAID UNIT 2, AMERICAN BEACH SECTION THREE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 31.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 592.96 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°48'09" WEST AND A CHORD DISTANCE OF 185.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°47'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 917.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 587.25 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°23'21" WEST AND A CHORD DISTANCE OF 211.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°58'18" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 37.72 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2582.93 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5625.56 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 530.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°20'10" WEST AND A CHORD DISTANCE OF 530.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°21'55" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 455.34 FEET; THENCE NORTH 86°00'52" EAST, A DISTANCE OF 283.33 FEET; THENCE NORTH 01°29'58" WEST, A DISTANCE OF 300.44 FEET TO THE POINT OF BEGINNING.
 CONTAINING 77.89 ACRES MORE OR LESS.

BK0810PG0412
OFFICIAL RECORDS
BK0782PG0437
OFFICIAL RECORDS

Exhibit "A"
(continued)

and

AMELIA ISLAND PARCEL "B"

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A" AND "B", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, UNIT ONE OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 04°58'18" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 670.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°58'18" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2350.32 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 3629.58 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 100.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°28'19" WEST AND A CHORD DISTANCE OF 100.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°01'42" EAST CONTINUING ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 2349.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.39 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL BEING THE SAME LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 813, PAGE 36, OFFICIAL RECORDS BOOK 709, PAGE 1253 AND IN OFFICIAL RECORDS BOOK 709, PAGE 1238 ALL RECORDED IN THE PUBLIC RECORDS OF SAID NASSAU COUNTY.

THE ABOVE DESCRIBED PARCEL ALSO BEING SUBJECT TO A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 817, PAGE 248 OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE

EX0810PG0413
OFFICIAL RECORDS
BK0782PG0438
OFFICIAL RECORDS

Exhibit "A"
(continued)

CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY. A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK0810FG0414
OFFICIAL RECORDS
BK0782PG0439

OFFICIAL RECORDS

Exhibit "A"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.62 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

BK0810PG0415
OFFICIAL RECORDS
BK 01183 PG 0440

OFFICIAL RECORDS

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'46" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'48" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

BK0810PG0415 BK0782PG0441 OFFICIAL RECORDS
--

Exhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

B-2

BK 0782 PG 0442
BK 0810 PG 0101 OFFICIAL RECORDS
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 5 PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

BK 0810 PG 0047 02 PG 04 43
OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK0810 PG0448 782 PG0444
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:
CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.61 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

B-5

BK0782PG0445
OFFICIAL RECORDS

Exhibit "C"

LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY
BK0810PG0420
OFFICIAL RECORDS

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 30, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.86 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.

BK0810PG0421
OFFICIAL RECORDS

~~BK0782PG0448~~
OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEY ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 01°05'30" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9723966

97 OCT 20 PM 1:10

[Handwritten Signature]
RECORDED
INDEXED
11/11/97

9700882

97 JUN 16 AM 10:08

[Handwritten Signature]
RECORDED
INDEXED
6/16/97

EXHIBIT "C"

1. The Class A Covenants is defined as the following covenant, which covenant has been amended and spread from time to time:

CLASS "A" COVENANTS, APRIL 3, 1972 FOR SINGLE FAMILY DETACHED AND PATIO DWELLING AREAS recorded in Official Records Book 122, page 338; and as amended by Official Records Book 149, page 89; and as further amended by Official Records Book 153, page 204; and as further amended by Official Records Book 174, page 108, and as further amended by Official Record Book 440, page 233; and as further amended by Official Record Book 473, page 407; and as further amended by Official Record Book 551, page 990; and as further supplemented by Official Record Book 543, page 394; and as further amended by Official Record Book 637, page 120; and as further amended by Official Record Book 782, page 432, and re-recorded by Official Record Book 810, page 407; and as further amended by Official Record Book 848, page 1666; and as further amended by Official Record Book 848, page 1642; and as further supplemented by Official Record Book 882, page 1316; all in the public records of Nassau County, Florida, and all as may be further amended and spread from time to time.

2. The legal description for Class A Covenants is all single family lots affected by the Class A Covenants which best efforts indicate includes, but is not limited to, all those lands described on the following recorded Plats in the public records of Nassau County, Florida and those lands more particularly described on the attached legal descriptions shown on Exhibit C-1 through Exhibit C-7:

BEACH WALKER VILLAGE recorded in Plat Book 4, page 14;

BEACH WOOD VILLAGE, UNIT ONE recorded in Plat Book 4, page 25;

BEACH WOOD VILLAGE, UNIT TWO recorded in Plat Book 4, page 35;

BEACH WOOD VILLAGE, UNIT THREE recorded in Plat Book 6, page 70;

CEDAR POINT, recorded in Plat Book 4, 103;

CEDAR POINT, UNIT TWO recorded in Plat Book 4, page 107;

HARRISON CREEK recorded in Plat Book 5, page 36;

HERON OAKS PHASE I recorded in Plat Book 5, page 328;

HERON OAKS PHASE II recorded in Plat Book 6, page 10;

LAKE HOUSES recorded in Plat Book 5, page 50;

LONG POINT I recorded in Plat Book 5, page 85;

MARSH CREEK VILLAGE, UNIT ONE recorded in Plat Book 4, page 18;

MARSH CREEK VILLAGE, UNIT ONE-A recorded in Plat Book 4, page 22-A;

MARSH CREEK VILLAGE, UNIT ONE-B, recorded in Plat Book 4, page 32;

MARSH CREEK VILLAGE, UNIT TWO recorded in Plat Book 4, page 21;

Exhibit C-i

MARSH CREEK VILLAGE, UNIT TWO-A recorded in Plat Book 4, page 24;

MARSH CREEK VILLAGE, UNIT THREE recorded in Plat Book 4, page 40;

MARSH CREEK VILLAGE, UNIT FOUR recorded in Plat Book 4, page 39;

MARSH LAKES recorded in Plat Book 5, page 159;

OAK POINT AT LONG POINT recorded in Plat Book 5, page 187;

OCEAN CLUB DRIVE recorded in Plat Book 6, page 107;

PLANTATION PARK recorded in Official Records Book 782, page 432, and re-recorded in Official Records Book 810, page 407 (See attached legal description pages Exhibit C-1 through Exhibit C-7);

THE POINTE AT LONG POINT recorded in Plat Book 6, page 155; (Lots designated as Single-Family Residential Lots).

SEA MARSH VILLAGE, UNIT ONE recorded in Plat Book 4, page 11;

SEA MARSH VILLAGE, UNIT ONE-A recorded in Plat Book 4, page 38;

SEA MARSH VILLAGE, UNIT TWO recorded in Plat Book 4, page 16;

SOUND POINT COURT, Lots 1-12, recorded in Plat Book 6, page 104;

SOUND POINT AT LONG POINT recorded in Plat Book 5, page 190;

SOUND POINT AT LONG POINT UNIT TWO recorded in Plat Book 5, page 310;

SWEET WATER OAKS recorded in Plat Book 5, page 75.

EXHIBIT C-1

BK0810PG0415
OFFICIAL RECORDS
BK0810PG0440

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'46" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'48" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

EXHIBIT C-2

BK0810PG0415 BK0782PG0441
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

B-2

BK 0782 PG 0442
BK 0810 PG 0442
OFFICIAL RECORDS
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2 PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

BK 0810 PG 0407 02 PG 04 43
OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK0810PG0448 0782PG0444
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:
CLUB HOUSE

.62
A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.43 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

BK0782PG0445 OFFICIAL RECORDS

Exhibit "C"

LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY

BK0810PG0420 OFFICIAL RECORDS

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 30, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.

BK0810PG0421
OFFICIAL RECORDS

BK0782PG0446
OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEY ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 03°05'38" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9723966

97 OCT 20 PM 1:10

[Handwritten Signature]
COUNTY CLERK
NASSAU COUNTY
TALLAHASSEE, FLORIDA

9700882

97 JAN 16 AM 10:08

[Handwritten Signature]
COUNTY CLERK
NASSAU COUNTY
TALLAHASSEE, FLORIDA

EXHIBIT "D"

1. The Class B Covenants is defined as the following covenant, which covenant has been amended and spread from time to time:

CLASS "B" COVENANTS, APRIL 24, 1972, FOR TOWNHOUSES AND MULTI-FAMILY BUILDINGS recorded in Official Records Book 124, page 230; and as amended by Official Records Book 149, page 87; and as further amended by Official Records Book 174, page 107; and as further amended by Official Records Book 463, page 663; and as further supplemented by Official Record Book 543, page 394; as further amended by Official Records Book 544, page 566; and as further amended by Official Records Book 625, page 769; and as further amended by Official Records Book 660, page 110; and as further supplemented by Official Record Book 882, page 1316; all in the public records of Nassau County, Florida, and all as may be further amended and spread from time to time.

2. The legal description for Class B Covenants is all Multi-family lots and parcels affected by the Class B Covenants which best efforts indicate includes, but is not limited to, the property described in the following instruments recorded in the public records of Nassau County, Florida, all as may be amended from time to time, and more particularly described on the attached legal descriptions shown on Exhibit D-1 through Exhibit D-97:

DECLARATION OF CONDOMINIUM OF BEACHSIDE VILLAS, A CONDOMINIUM recorded in Official Records Book 805, page 64; and as amended by Official Records Book 858, page 1768; and as further amended by Official Records Book 893, page 574; as further amended by Official Records Book 927, page 385; and as further amended by Official Records Book 1141, page 1928 (See attached legal description pages Exhibit D-1 through Exhibit D-5);

DECLARATION OF CONDOMINIUM BEACH WALKER VILLAS, A CONDOMINIUM recorded in Official Records Book 159, page 162; and as amended by Official Records Book 174, page 664; and as further amended by Official Records Book 181, page 620, and as further amended by Official Records Book 481, page 769 (See attached legal description pages Exhibit D-6 through Exhibit D-9);

DECLARATION OF CONDOMINIUM BEACH WOOD VILLAS, A CONDOMINIUM recorded in Official Records Book 174, page 385; and as amended by Official Records Book 181, page 103; and as further amended by Official Records Book 188, page 93; and as further amended by Official Records Book 702, page 1053; and as further amended by Official Records Book 961, page 1068; and as further amended by Official Records Book 979, page 413; and as further amended by Official Records Book 1041, page 1310; and as further amended by Official Records Book 1113, page 1556 (See attached legal description pages Exhibit D-10 through Exhibit D-15);

DECLARATION OF CONDOMINIUM CAPTAIN'S COURT VILLAS, A CONDOMINIUM recorded in Official Records Book 177, page 607 (See attached legal description pages Exhibit D-16);

DECLARATION OF CONDOMINIUM CLUB VILLAS, A CONDOMINIUM recorded in Official Records Book 158, page 116; and as amended in Official Records Book 166, page 47; and as further amended by recorded Official Records Book 869, page 1136 (See attached legal description pages Exhibit D-17 through Exhibit D-20);

DECLARATION OF CONDOMINIUM OF COURTSIDE VILLAGE, A CONDOMINIUM recorded in Official Records Book 434, page 589, and amended by Official Records Book 482, page 734 (See attached legal description pages Exhibit D-21 and Exhibit D-22);

DECLARATION OF CONDOMINIUM OF DUNES CLUB VILLAS, A CONDOMINIUM as recorded in Official Records Book 1144, page 0056 (see attached legal description pages Exhibit D-23 and Exhibit D-24);

DUNES COURT SUBDIVISION recorded in Plat Book 4, page 66 (See attached legal description page Exhibit D-25);

DECLARATION OF COVENANTS AND RESTRICTIONS FOR DUNES ROW (PHASE I) recorded in Official Records Book 544, page 566; and as supplemented by Official Records Book 625, page 769 (See attached legal description pages Exhibit D-26 and Exhibit D-27);

DECLARATION OF CONDOMINIUM FAIRWAY OAK VILLAS, A CONDOMINIUM recorded in Official Records Book 160, page 366; as amended by Official Records Book 162, page 154; as further amended by Official Records Book 481, page 776 (See attached legal description pages Exhibit D-28 through Exhibit D-31);

DECLARATION OF CONDOMINIUM, FIDDLER'S BEND VILLAS, A CONDOMINIUM recorded in Official Records Book 183, page 18, and as amended by Official Records Book 779, page 1647 (See attached legal description pages Exhibit D-32 through Exhibit D-35);

DECLARATION OF CONDOMINIUM FOR LAGOON VILLAS recorded in Official Records Book 147, page 577; as amended by Official Records Book 363, page 276; and as further amended by Official Records Book 383, page 718; and as further amended by Official Records Book 447, page 774 (See attached legal description pages Exhibit D-36 through Exhibit D-38);

DECLARATION OF CONDOMINIUM OF LINKSIDE VILLAS A, A CONDOMINIUM recorded in Official Records Book 422, page 355; as amended in Official Records Book 438, page 672; and as further amended by Official Records Book 474, page 483; and as further amended and restated by Official Records Book 477, page 63;

and as further amended and restated by Official Records Book 477, page 198; and as further amended and restated by Official Records Book 55, page 9 (See attached legal description pages Exhibit D-39 through Exhibit D-58);

DECLARATION OF CONDOMINIUM OF LINKSIDE VILLAS B, A CONDOMINIUM as recorded in Official Records Book 562, page 297; as amended by Official Records Book 584, page 1115; and as further amended by Official Records Book 603, page 1097; and as further amended by Official Records Book 613, page 941; and as further amended by Official Records Book 684, page 854 (see attached legal description pages Exhibit D-59 through Exhibit D-62);

DECLARATION OF COVENANTS AND RESTRICTIONS FOR LITTLE DUNES recorded in Official Records Book 660, page 110; and as supplemented by Official Records Book 660, page 145 (See attached legal description pages Exhibit D-63 through Exhibit D-67);

DECLARATION OF CONDOMINIUM OF OCEAN CLUB VILLAS, A CONDOMINIUM recorded in Official Records Book 938, page 1812; as amended by Official Records Book 978, page 1183 (See attached legal description pages Exhibit D-68 and Exhibit D-69);

DECLARATION OF CONDOMINIUM OF OCEAN CLUB VILLAS SOUTH, A CONDOMINIUM as recorded in Official Record Book 1046, page 1043 (See attached legal description pages Exhibit D-70);

DECLARATION OF CONDOMINIUM FOR PIPER DUNES CONDOMINIUM recorded in Official Records Book 696, page 1768; and as amended by Official Records Book 697, page 632; and as further amended by Official Records Book 705, page 26; and as further amended by Official Records Book 715, page 1873; and as further amended by Official Records Book 717, page 871 (See attached legal description pages Exhibit D-71 and Exhibit D-72);

DECLARATION OF CONDOMINIUM FOR PIPER DUNES NORTH CONDOMINIUM recorded Official Records Book 761, page 569; as amended by Official Records Book 790, page 35 (See attached legal description pages Exhibit D-73 through Exhibit D-75);

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA (The Pointe at Sound Point) recorded in Official Records Book 882, page 1316 (See attached legal description page Exhibit D-76 applicable to lots designated as Townhouse Lots)

DECLARATION OF CONDOMINIUM FOR POOL VILLAS, A CONDOMINIUM as recorded in Official Records Book 175, page 300; as amended by Official Records Book 574, page 786 (See attached legal description pages Exhibit D-77 and Exhibit D-78);

DECLARATION OF CONDOMINIUM OF SANDCASTLES CONDOMINIUM recorded in Official Records Book 359, page 238; as amended by Official Records Book 367, page 371 (See attached legal description pages Exhibit D-79 and Exhibit D-80);

DECLARATION OF CONDOMINIUM FOR SEA DUNES CONDOMINIUM as recorded in Official Records Book 424, page 01, and as amended by Official Records Book 780, page 1817 (See attached legal description pages Exhibit D-81 and Exhibit D-82);

DECLARATION OF CONDOMINIUM SHIP WATCH VILLAS, A CONDOMINIUM as recorded in Official Records Book 191, page 339; as amended by Official Records Book 193, page 122; Official Records Book 419, page 157 (See attached legal description pages Exhibit D-83 through Exhibit D-85);

DECLARATION OF CONDOMINIUM FOR SPYGLASS VILLAS, A CONDOMINIUM as recorded in Official Records Book 499, page 325; as amended by Official Records Book 553, page 897; and as further amended by Official Records Book 554, page 746; and as further amended by Official Records Book 599, page 273; and as further amended by Official Records Book 649, page 546 (See attached legal description pages Exhibit D-86 through Exhibit D-91);

DECLARATION OF CONDOMINIUM FOR TURTLE DUNES CONDOMINIUM recorded in Official Records Book 452, page 111 (See attached legal description pages Exhibit D-92 and Exhibit D-93); and

DECLARATION OF CONDOMINIUM OF WINDSONG CONDOMINIUM as recorded in Official Records Book 326, page 16, and as amended by Official Records Book 331, page 763 (See attached legal description pages Exhibit D-94 through Exhibit D-96).

Lots 13-36 of SOUND POINT AT LONG POINT according to the Plat thereof recorded in Public Records Book 5, page 190, public records of Nassau County, Florida (Exhibit D-97).

BEACHSIDE VILLAS, A CONDOMINIUM
PHASE II

EXHIBIT D-1

OFF. REC. PAGE

OK 0858 PG 1773

A PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 5200 PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY, IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD) AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT I, AS RECORDED IN PLAT BOOK 4 PAGES 25 THROUGH 27 INCLUSIVE OF SAID PUBLIC RECORDS SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°25'07" EAST AND A CHORD DISTANCE OF 99.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°58'17" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°40'46" EAST AND A CHORD DISTANCE OF 125.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°19'49" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 91.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°11'15" EAST AND A CHORD DISTANCE OF 91.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°57'20" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.48 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 84.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°20'36" WEST AND A CHORD DISTANCE OF 44.32 FEET TO THE END OF SAID CURVE; THENCE SOUTH 79°38'09" EAST, A DISTANCE OF 49.89 FEET; THENCE SOUTH 39°15'06" EAST, A DISTANCE OF 26.33 FEET; THENCE NORTH 76°06'29" EAST, A DISTANCE OF 54.23 FEET; THENCE SOUTH 82°31'30" EAST, A DISTANCE OF 27.89 FEET; THENCE NORTH 08°56'01" EAST, A DISTANCE OF 41.84 FEET; THENCE NORTH 87°46'57" EAST, A DISTANCE OF 50.30 FEET; THENCE NORTH 78°42'16" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 30°43'57" EAST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 69°54'44" EAST, A DISTANCE OF 45.22 FEET; THENCE NORTH 58°17'49" EAST, A DISTANCE OF 7.29 FEET; THENCE NORTH 86°02'15" EAST ALONG A LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 03°57'45" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 146.51 FEET; THENCE SOUTH 86°02'09" WEST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 37.03 FEET; THENCE SOUTH 41°01'08" WEST, A DISTANCE OF 60.68 FEET; THENCE SOUTH 86°07'09" WEST, A DISTANCE OF 41.25 FEET; THENCE SOUTH 40°39'45" WEST, A DISTANCE OF 82.78 FEET; THENCE SOUTH 68°23'23" WEST, A DISTANCE OF 66.87 FEET; THENCE NORTH 30°30'20" WEST, A DISTANCE OF 19.94 FEET; THENCE NORTH 05°55'57" WEST, A DISTANCE OF 43.44 FEET; THENCE NORTH 69°24'43" WEST, A DISTANCE OF 64.43 FEET; THENCE SOUTH 81°08'35" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 78.49 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°15'04" WEST AND A CHORD DISTANCE OF 59.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°38'43" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.43 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°20'42" WEST AND A CHORD DISTANCE OF 37.37 FEET TO THE POINT OF BEGINNING.

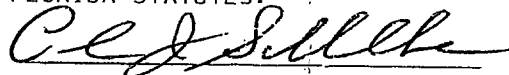
CONTAINING 1.68 ACRES MORE OR LESS.

CONDOMINIUM CERTIFICATION TO PHASE II

I HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL SURVEYOR AND MAPPER UNDER THE LAWS OF THE STATE OF FLORIDA, SURVEYOR NO. 5021, AND THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(E), FLORIDA STATUTES, THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PHASE II OF BEACHSIDE VILLAS, A CONDOMINIUM, INCLUDING WITHOUT LIMITATION, LANDSCAPING, UTILITY SERVICES, ACCESS TO ALL BUILDINGS AND COMMON ELEMENT FACILITIES SERVING ALL SUCH IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BEACHSIDE VILLAS TO WHICH THIS CERTIFICATE IS ATTACHED, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF ALL IMPROVEMENTS IN PHASE II AND FURTHER THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

CERTIFICATION TO SURVEY DATA, CONTAINED ON EXHIBITS ATTACHED TO THE DECLARATION FOR BEACHSIDE VILLAS, A CONDOMINIUM.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS MINIMUM TECHNICAL STANDARDS PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES.



CARL J. SCHELLHASE
FLORIDA CERTIFICATE NO. 5021
DATE: DECEMBER 10, 1998

EXHIBIT A

TO DECLARATION OF CONDOMINIUM OF BEACHSIDE VILLAS, A CONDOMINIUM PHASE II

SEE SHEET 2 FOR NOTES AND ADDITIONAL INFORMATION

PREPARED BY:
BESSENT HAMMACK AND RUCKMAN, INC.
1900 CORPORATE SQUARE BOULEVARD
JACKSONVILLE, FLORIDA 32216
PHONE NUMBER (904) 721-2991
CORP NO. 6739

INSTR. # 200339049
OR BK 01163
PG 0064

BEACHSIDE VILLAS, A CONDOMINIUM
PHASE I

EXHIBIT D-2

OFF. REC. PAGE

BK 0805 PG 100

OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0065

A PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY, IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD) AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT I, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF SAID PUBLIC RECORDS SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°25'07" EAST AND A CHORD DISTANCE OF 99.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°58'17" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°40'46" EAST AND A CHORD DISTANCE OF 125.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°19'49" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°29'16" EAST AND A CHORD DISTANCE OF 128.26 FEET TO THE POINT TANGENCY OF SAID CURVE; THENCE SOUTH 01°38'43" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.43 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°15'04" EAST AND A CHORD DISTANCE OF 59.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°08'35" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 78.49 FEET; THENCE SOUTH 69°24'43" EAST, A DISTANCE OF 64.43 FEET; THENCE SOUTH 05°55'57" EAST, A DISTANCE OF 43.44 FEET; THENCE SOUTH 30°30'20" EAST, A DISTANCE OF 19.94 FEET; THENCE NORTH 68°23'53" EAST, A DISTANCE OF 66.87 FEET; THENCE NORTH 40°39'45" EAST, A DISTANCE OF 82.78 FEET; THENCE NORTH 86°07'09" EAST, A DISTANCE OF 41.25 FEET; THENCE SOUTH 48°55'06" EAST, A DISTANCE OF 56.64 FEET; THENCE NORTH 86°02'15" EAST ALONG A LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 39.91 FEET; THENCE SOUTH 03°57'45" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 160.49 FEET; THENCE SOUTH 83°26'04" WEST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE AND ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 343.26 FEET TO A POINT, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°50'36" WEST AND A CHORD DISTANCE OF 47.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°25'43" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 97.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°38'33" WEST AND A CHORD DISTANCE OF 78.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.56 ACRES MORE OR LESS.

CONDOMINIUM CERTIFICATION TO PHASE I

I HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL SURVEYOR AND MAPPER UNDER THE LAWS OF THE STATE OF FLORIDA, SURVEYOR NO. 5603, AND THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(E), FLORIDA STATUTES, THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PHASE I OF BEACHSIDE VILLAS, A CONDOMINIUM, INCLUDING WITHOUT LIMITATION, LANDSCAPING, UTILITY SERVICES, ACCESS TO ALL BUILDINGS AND COMMON ELEMENT FACILITIES SERVING ALL SUCH IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BEACHSIDE VILLAS TO WHICH THIS CERTIFICATE IS ATTACHED, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF ALL IMPROVEMENTS IN PHASE I AND FURTHER THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

CERTIFICATION TO SURVEY DATA, CONTAINED ON EXHIBITS ATTACHED TO THE DECLARATION FOR BEACHSIDE VILLAS, A CONDOMINIUM.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS MINIMUM TECHNICAL STANDARDS PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES.


ROBERT W. GARDNER
FLORIDA CERTIFICATE NO. 5603
DATE: AUGUST 21, 1997

EXHIBIT A

TO DECLARATION OF CONDOMINIUM OF BEACHSIDE VILLAS, A CONDOMINIUM PHASE I

SEE SHEET 2 FOR NOTES AND ADDITIONAL INFORMATION

PREPARED BY:
BESSENT HAMMACK AND RUCKMAN, INC.
1900 CORPORATE SQUARE BOULEVARD
JACKSONVILLE, FLORIDA 32216
PHONE NUMBER (904) 721-2991
CORP NO. 6739

BEACHSIDE VILLAS, A CONDOMINIUM
PHASE III

OFF. PAGE
REC. _____

INSTR # 200339049
OR BK 01183 PG 0066

EXHIBIT D-3

BEACHSIDE VILLAS PHASE III

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD) AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT I, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°25'07" EAST AND A CHORD DISTANCE OF 99.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°58'17" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°40'46" EAST AND A CHORD DISTANCE OF 125.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°19'49" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43°23'48" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 68.58 FEET; THENCE NORTH 12°41'34" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SPYGLASS VILLAS PHASE IV, A DISTANCE OF 71.23 FEET; THENCE NORTH 86°03'15" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 123.30 FEET; THENCE NORTH 58°01'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 145.58 FEET; THENCE NORTH 86°03'15" EAST CONTINUING ALONG SAID SOUTHERLY LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 106.27 FEET; THENCE SOUTH 03°57'45" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 228.47 FEET; THENCE SOUTH 86°02'15" WEST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 58°17'49" WEST, A DISTANCE OF 7.29 FEET; THENCE NORTH 69°54'44" WEST, A DISTANCE OF 45.22 FEET; THENCE SOUTH 30°43'57" WEST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 78°42'16" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 87°46'57" WEST, A DISTANCE OF 50.30 FEET; THENCE SOUTH 08°56'01" WEST, A DISTANCE OF 41.84 FEET; THENCE NORTH 82°31'30" WEST, A DISTANCE OF 27.89 FEET; THENCE SOUTH 76°06'29" WEST, A DISTANCE OF 54.23 FEET; THENCE NORTH 39°15'06" WEST, A DISTANCE OF 26.33 FEET; THENCE NORTH 79°38'09" WEST, A DISTANCE OF 49.89 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 84.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°20'36" EAST AND A CHORD DISTANCE OF 44.32 FEET TO THE END OF SAID CURVE; THENCE SOUTH 4°57'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 50.48 FEET TO A POINT, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 91.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°11'15" WEST AND A CHORD DISTANCE OF 91.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.74 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 1.74 ACRE TRACT OF LAND BEING SUBJECT TO AN EASEMENT FOR BEACH ACCESS GRANTED TO THE MASTER ASSOCIATION, SAID EASEMENT BEING 10.00 FEET WIDE, 5 FEET ON EITHER SIDE OF THE HEREINAFTER DESCRIBED CENTERLINE:

A PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY, IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT I, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF SAID PUBLIC RECORDS) SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°25'07" EAST AND A CHORD DISTANCE OF 99.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°58'17" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°54'25" EAST AND A CHORD DISTANCE OF 80.00 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°03'15" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SPYGLASS VILLAS PHASE IV, A DISTANCE OF 56.70 FEET; THENCE SOUTH 12°41'34" EAST LEAVING SAID SOUTHERLY LINE, A DISTANCE OF 27.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°48'14" EAST, A DISTANCE OF 3.52 FEET; THENCE SOUTH 82°12'01" EAST, A DISTANCE OF 16.04 FEET; THENCE SOUTH 86°33'05" EAST, A DISTANCE OF 14.53 FEET; THENCE SOUTH 88°19'31" EAST, A DISTANCE OF 15.28 FEET; THENCE NORTH 87°23'13" EAST, A DISTANCE OF 19.45 FEET; THENCE NORTH 85°38'26" EAST, A DISTANCE OF 23.45 FEET; THENCE NORTH 88°31'32" EAST, A DISTANCE OF 19.97 FEET; THENCE SOUTH 88°09'16" EAST, A DISTANCE OF 14.35 FEET; THENCE NORTH 85°12'16" EAST, A DISTANCE OF 8.51 FEET; THENCE NORTH 66°34'49" EAST, A DISTANCE OF 11.19 FEET; THENCE NORTH 50°22'12" EAST, A DISTANCE OF 11.71 FEET; THENCE NORTH 45°41'36" EAST, A DISTANCE OF 39.88 FEET; THENCE NORTH 46°57'45" EAST, A DISTANCE OF 28.24 FEET; THENCE NORTH 50°32'58" EAST, A DISTANCE OF 27.44 FEET; THENCE NORTH 56°24'30" EAST, A DISTANCE OF 13.48 FEET; THENCE NORTH 62°22'09" EAST, A DISTANCE OF 13.78 FEET; THENCE NORTH 73°05'23" EAST, A DISTANCE OF 15.12 FEET; THENCE NORTH 80°57'00" EAST, A DISTANCE OF 14.55 FEET; THENCE NORTH 86°31'55" EAST, A DISTANCE OF 35.19 FEET; THENCE NORTH 86°06'15" EAST, A DISTANCE OF 25.91 FEET; THENCE NORTH 84°51'23" EAST ALONG A LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 10.19 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE, SAID POINT OF TERMINATION BEING LOCATED SOUTH 03°57'45" EAST ALONG THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 18.59 FEET FROM THE SOUTHEAST CORNER OF SPYGLASS VILLAS PHASE 4.

IT IS THE INTENT OF THE ABOVE DESCRIPTION THAT THE SIDELINES OF EACH COURSE BE LENGTHENED AND/OR SHORTENED AS NECESSARY IN ORDER TO INTERSECT THE SIDELINES OF EACH IMMEDIATELY SUCCEEDING OR PRECEDING CALL AS WELL AS TO EXTEND TO AND BE TERMINATED BY AS APPROPRIATE THE VARIOUS BOUNDARY LINES SO AS TO FORM A SINGLE PARCEL 10.00 FEET WIDE IN WIDTH.

SEE SHEET 3 FOR NOTES AND ADDITIONAL INFORMATION

PREPARED BY:
BESSENT HAMMACK AND RUCKMAN, INC.
1900 CORPORATE SQUARE BOULEVARD
JACKSONVILLE, FLORIDA 32216
PHONE NUMBER (904) 721-2991
CORP NO. 6739

OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0067

BEACHSIDE VILLAS POOL PHASE

A PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY, IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD) AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT I, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF SAID PUBLIC RECORDS, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°25'07" EAST AND A CHORD DISTANCE OF 99.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°58'17" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE; A DISTANCE OF 33.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°54'25" EAST AND A CHORD DISTANCE OF 80.00 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°03'15" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SPYGLASS VILLAS PHASE IV, A DISTANCE OF 180.00 FEET; THENCE NORTH 58°01'12" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 145.58 FEET; THENCE NORTH 86°03'15" EAST ALONG A LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 106.27 FEET; THENCE SOUTH 03°57'45" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 374.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°57'45" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 83.00 FEET; THENCE SOUTH 86°02'15" WEST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 39.91 FEET; THENCE NORTH 48°55'06" WEST, A DISTANCE OF 56.64 FEET; THENCE NORTH 41°01'08" EAST, A DISTANCE OF 60.68 FEET; THENCE NORTH 86°02'09" EAST, A DISTANCE OF 37.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES MORE OR LESS.

THERE IS ALSO GRANTED TO THE BEACHSIDE VILLAS POOL PHASE AN EASEMENT FOR BEACH ACCESS LEADING FROM THE ABOVE DESCRIBED PARCEL TO THE APPROXIMATE TOE OF THE DUNES, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, RETURN TO THE POINT OF BEGINNING IN THE ABOVE DESCRIBED BEACHSIDE VILLAS POOL PHASE; THENCE NORTH 86°02'15" EAST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 150.00 FEET; THENCE SOUTH 03°57'45" EAST ALONG THE APPROXIMATE TOE OF THE DUNES, A DISTANCE OF 83.00 FEET; THENCE SOUTH 86°02'15" WEST ALONG A LINE TO ITS

INTERSECTION WITH THE AFOREMENTIONED COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 03°57'45" WEST CONTINUING ALONG SAID COASTAL CONSTRUCTION CONTROL LINE AND ALONG THE EASTERLY LINE OF SAID BEACHSIDE VILLAS POOL PHASE, A DISTANCE OF 83.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.29 ACRES MORE OR LESS.

S:\SHARON\LEGAL\AMELIA\BCHSVLLA\POOL.WPD

200301147
OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0068

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows;

Commence at the Southeast corner of Lot 28, Beach Walker Village, as recorded in Plat Book 4, pages 14 and 15, of the current public records of said County, said point lying in the northerly right of way line of Beach Walker Road, (a private road) as shown on said plat; thence North $86^{\circ} 22' 25''$ East along said northerly right of way line a distance of 46.37 feet; to the p.c. of a curve to the right, said curve being concave southwesterly and having a radius of 175 feet; thence southeasterly along and with the arc of said curve and along said northerly right of way line an arc distance of 76.49 feet, said arc being subtended by a chord bearing of South $81^{\circ} 06' 17''$ East and a chord distance of 75.88 feet to the p.c. of a curve to the right, said curve being concave southwesterly and having a radius of 175 feet; thence southeasterly along and with the arc of said curve and along said northerly right of way line an arc distance of 78.20 feet, said arc being subtended by a chord bearing of South $55^{\circ} 47' 00''$ East to the Point of Beginning which is the p.c. of a curve to the right, said curve being concave southwesterly and having a radius of 175 feet from the point of beginning thus described; thence southeasterly along and with the arc of said curve an arc distance of 92.28 feet; said arc being subtended by a chord bearing of South $27^{\circ} 52' 31''$ East and a chord distance of 91.21 feet to the point of tangency of said curve; thence on a tangent bearing of South $12^{\circ} 46' 08''$ East along said easterly right of way line a distance of 24 feet; thence North $67^{\circ} 42' 33''$ East a distance of 182.43 feet; thence South $40^{\circ} 27' 39''$ East a distance of 100.90 feet; thence North $48^{\circ} 34' 43''$ East a distance of 138.93 feet; thence North $40^{\circ} 51' 50''$ West a distance of 116.73 feet; thence North $8^{\circ} 30' 27''$ West a distance of 145.09;

feet; thence North $1^{\circ} 15' 14''$ East a distance of 47.71 feet; thence South $78^{\circ} 56' 09''$ West a distance of 151.57 feet; thence South $7^{\circ} 39' 51''$ East a distance of 176.34 feet; thence South $71^{\circ} 12' 35''$ West a distance of 173.63 feet to a point in the easterly right of way line of said Beach Walker Road, said point being the point of beginning.

Lands thus described contain 1.550 acres, more or less.

EXHIBIT "1" TO FIRST AMENDMENT BY SPONSOR
TO DECLARATION OF CONDOMINIUM

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the southeast corner of Lot 28, Beach Walker Village as recorded in Plat Book 4, pages 14 and 15 of the public records of said County, said point lying in the northerly right of way line of Beach Walker Road, (a private road) as shown on said plat; thence North $86^{\circ}22'25''$ East along said northerly right of way line a distance of 46.37 feet to the p.c. of a curve to the right, said curve being concave southwesterly and having a radius of 175 feet; thence southeasterly along and with the arc of said curve and along said northerly right of way line an arc distance of 76.49 feet; said arc being subtended by a chord bearing of South $81^{\circ}06'12''$ East and a chord distance of 75.88 feet to the point of beginning which is the p.c. of a curve to the right; said curve being concave southwesterly and having a radius of 175 feet; thence southeasterly along and with the arc of said curve and said northerly right of way line an arc distance of 78.20 feet, said arc being subtended by a chord bearing of South $55^{\circ}47'00''$ East and a chord distance of 77.55 feet; thence North $71^{\circ}12'35''$ East a distance of 173.63 feet; thence North $7^{\circ}39'51''$ West a distance of 176.34 feet; thence North $78^{\circ}56'09''$ East a distance of 151.57 feet; thence North $1^{\circ}15'14''$ East a distance of 149.16 feet; thence South $78^{\circ}56'09''$ West a distance of 420.46 feet; thence South $11^{\circ}03'51''$ East a distance of 290.0 feet to the point of beginning in the northerly right of way line of said Beach Walker Road.

Lands thus described contain 2.324 acres, more or less.

EXHIBIT "AA" TO SECOND AMENDMENT BY SPONSOR
TO DECLARATION OF CONDOMINIUM

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the southeast corner of Lot 28, Beach Walker Village, as recorded in Plat Book 4, pages 14 and 15 of the current public records of said county, said point lying in the northerly right of way line of Beach Walker Road, (a private road) as shown on said plat; thence north $86^{\circ}22'25''$ East along said northerly right of way line a distance of 46.37 feet; to the p.c. of a curve to the right, said curve being concave southwesterly and having a radius of 175 feet; thence southeasterly along and with the arc of said curve and along said northerly right of way line an arc distance of 76.49 feet, said arc being subtended by a chord bearing of South $81^{\circ}06'17''$ East and a chord distance of 75.88 feet to a point thence North $11^{\circ}03'51''$ West a distance of 290 feet to the point of beginning; from the Point of Beginning thus described thence North $78^{\circ}56'09''$ East a distance of 420.46 feet; thence North $1^{\circ}15'14''$ East a distance of 138.45 feet; thence North $65^{\circ}35'31''$ West a distance of 356.71 feet; thence South $82^{\circ}09'55''$ West a distance of 159.75 feet; thence South $11^{\circ}03'51''$ East a distance of 351.26 feet to the Point of Beginning.

Lands thus described contain 2.818 acres, more or less.

OFFICIAL RECORDS

BOOK 174 PAGE 406

EXHIBIT "A"

A portion of Sections 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a point in the South right of way line of Beach Lagoon Road; said point being the Northeast corner of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the Public Records of said county; thence North $42^{\circ}46'33''$ West a distance of 60 feet to a point in the Northerly right of way line of Beach Lagoon Road for the Point of Beginning; said point lying in a curve, said curve being concave Northwesterly and having a radius of 370 feet; thence Southwesterly along said Northerly right of way line an arc distance of 72.04 feet; said arc being subtended by a chord bearing of South $52^{\circ}48'07''$ West and a chord distance of 71.83 feet; run thence North $11^{\circ}30'00''$ West a distance of 558.69 feet; thence North $20^{\circ}40'00''$ West a distance of 564.14 feet; thence North $65^{\circ}20'16''$ East a distance of 92.29 feet; thence South $64^{\circ}06'06''$ East a distance of 443.34 feet to a point in the Westerly right of way line of Beach Wood Road as shown on Plat of Beach Wood subdivision as recorded in Plat Book 4, pages 25-27 of the Public Records of Nassau County, Florida; South $4^{\circ}21'55''$ East along said Westerly right of way line a distance of 330.40 feet to the P. C. of a curve to the left; said curve being concave Northeasterly and having a radius of 949.40 feet; thence Southeasterly along and with the arc for said curve an arc distance of 120.69 feet said arc being subtended by a chord bearing of South $8^{\circ}00'25''$ East and a chord distance of 120.60 feet to a point of reverse curve to the right; said curve being concave Northwesterly and having a radius of 370 feet; thence Southwesterly along said Westerly right of way line an arc distance of 264.44 feet said arc being subtended by a chord bearing of South $8^{\circ}49'35''$ West and a chord distance of 258.85 feet to the point of tangency of said curve; thence continue along Westerly right of way line South $29^{\circ}18'05''$ West a distance of 93.49 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 370.02 feet; thence Southwesterly along and with the arc of said curve an arc distance of 115.75 feet said arc being subtended by a chord bearing of South $38^{\circ}15'46''$ West and a chord distance of 115.27 feet to the Point of Beginning.

Lands thus described contain 7.080 acres, more or less.

TOGETHER WITH an exclusive easement for the encroachment use and maintenance of the swimming pool deck presently extended over the northern boundary line of the above-described property unto certain lands of Amelia Island Company designated as Tract A on the as built site plan included in Exhibit "C" to this Declaration. Such encroachment being as shown on the referenced as built site plan. This easement shall last as long as swimming pool encumbrances over said property line is standing.

EXHIBIT 1

INSTR # 200339049
OR BK 01183 PG 0074

A portion of Sections 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at a point common to the Northeast corner of Beach Walker Village as recorded in Plat Book 4, pages 14 and 15 of the public records of said county and the Southeast corner of Beach Wood Village Subdivision as recorded in Plat Book 4, pages 25-27 of the public records of said county; said point lying in the Southeasterly right-of-way line of Beach Lagoon Road and Beach Wood Road as shown on said Plats respectively. Run thence North $42^{\circ}46'33''$ West along the dividing line of said Beach Walker Village and Beach Wood Village a distance of 60 feet to a point of compound curvature lying in the Northwesterly right-of-way line of said Beach Lagoon Road and Beach Wood Road; thence Northeasterly along and with the arc of a curve concave Northwesterly and having a radius of 370.02 feet an arc distance of 115.75 feet said arc being subtended by a chord bearing of North $38^{\circ}15'46''$ East and a chord distance of 115.27 feet to the point of tangency of said curve lying in the Northwesterly right-of-way line of said Beach Wood Road, a 60 foot right-of-way as now established; thence on a tangent bearing of North $29^{\circ}18'05''$ East a distance of 93.49 feet to the P.C. of a curve to the left said curve being concave Northwesterly and having a radius of 370 feet; thence Northeasterly along said Northwesterly right-of-way line an arc distance of 264.44 feet said arc being subtended by a chord bearing of North $8^{\circ}49'35''$ East and a chord distance of 258.85 feet to a point of reference curve to the right said curve being concave Northeasterly and having a radius of 949.40 feet; thence Northwesterly along the Westerly right-of-way line of said Beach Wood Road an arc distance of 120.69 feet said arc being subtended by a chord bearing of North $8^{\circ}00'25''$ West and a chord distance of 120.60 feet to the point of tangency of said curve; thence on a tangent bearing of North $4^{\circ}21'55''$ West along said Westerly right-of-way line a distance of 330.40 feet; thence continue North $4^{\circ}21'55''$ West along said Westerly right-of-way line a distance of 46.31 feet to the Point of Beginning. From the Point of Beginning thus described thence North $64^{\circ}06'06''$ West a distance of 450.58 feet; thence North $11^{\circ}30'00''$ West a distance of 416.82 feet; thence North $48^{\circ}58'29''$ East a distance of 214.83 feet; thence North $86^{\circ}38'11''$ East a distance of 193.62 feet to a point in the Westerly right-of-way line of said Beach Wood Road said point lying in a curve, said curve being concave Northeasterly and having a radius of 530 feet; thence Southeasterly along said Westerly right-of-way line an arc distance of 92.20 feet said arc being subtended by a chord bearing of South $08^{\circ}20'50''$ East and a chord distance of 92.08 feet to the point of tangency of said curve; thence on a tangent bearing of South $13^{\circ}19'49''$ East along said Westerly right-of-way line a distance of 72.74 feet to the P.C. of a curve to the right said curve being concave Southwesterly and having a radius of 570 feet; thence Southeasterly along said Westerly right-of-way line an arc distance of 116.25 feet said arc being subtended by a chord bearing of South $7^{\circ}29'16''$ East and a chord distance of 116.05 feet to the point of tangency of said curve; thence on a tangent bearing of South $1^{\circ}38'43''$ East along said Westerly right-of-way line a distance of 43.43 feet to the P.C. of a curve to the left said curve being concave Northeasterly and having a radius of 530 feet; thence Southeasterly along said Westerly right-of-way line an arc distance of 155.25 feet said arc being subtended by a chord bearing of South $10^{\circ}02'13''$ East and a chord distance of 154.70 feet to the point of tangency of said curve; thence on a tangent bearing of South $18^{\circ}25'43''$ East a distance of 97.36 feet to the P.C. of a curve to the right said curve being concave Southwesterly and having a radius of 470 feet; thence Southeasterly along said Westerly right-of-way line an arc distance of 115.36 feet said arc being subtended by a chord bearing of South $11^{\circ}23'49''$ East and a chord distance of 115.07 feet to the point of tangency of said curve; thence on a tangent bearing of South $4^{\circ}21'55''$ East along the Westerly right-of-way line of said Beach Wood Road a distance of 80 feet to the Point of Beginning.

Lands thus described contain 5.296 acres more or less.

EXHIBIT 1

Together with an exclusive easement for the encroachment, use and maintenance of the swimming pool deck presently extending over the westerly boundary line of the above described property onto certain lands of Amelia Island Company. Such encroachment and the rectangular shape of the property over which such easement is granted, being shown on the survey which is a part of Exhibit 3 to this Sponsor's First Amendment to the Declaration of Condominium for Beach Wood Villas, A Condominium. This easement shall last as long as the swimming pool deck encroaching over said property line exists.

INSTR # 200339049
DR BK 0183 PG 0075

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference, commence at a point common to the Northeast corner of Beach Walker Village as recorded in Plat Book 4, Page 14 and 15, of the Public Records of said County and the Southeast corner of Beach Wood Village Sub-division as recorded in Plat Book 4, Pages 25, 26 and 27 of the Public Records of said County, said point lying in the Southeasterly right-of-way line of Beach Lagoon Road and Beach Wood Road (being private roads) as shown on said plats, respectively; run thence North $42^{\circ}46'33''$ West along the dividing line of said Beach Walker Village and Beach Wood Village a distance of 60.0 feet to a point of compound curvature lying in the Northwesterly right-of-way line of said Beach Lagoon Road and Beach Wood Road; thence Northeasterly along and with the arc of a curve concave Northwesterly and having a radius of 370.02 feet, an arc distance of 115.75 feet, said arc being subtended by a chord bearing of North $38^{\circ}15'46''$ East and a chord distance of 115.27 feet to the point of tangency of said curve lying in the Northwesterly right-of-way line of said Beach Wood Road, a 60.0 foot right-of-way as now established; thence on a tangent bearing of North $29^{\circ}18'05''$ East a distance of 93.49 feet to the P.C. of a curve to the left, said curve being concave Northwesterly and having a radius of 370.0 feet; thence Northeasterly along said Northwesterly right-of-way line an arc distance of 264.44 feet, said arc being subtended by a chord bearing of North $8^{\circ}49'35''$ East and a chord distance of 258.85 feet to a point of reverse curve to the right, said curve being concave Northeasterly and having a radius of 949.40 feet; thence Northwesterly along the Westerly right-of-way line of said Beach Wood Road an arc distance of 120.69 feet, said arc being subtended by a chord bearing of North $8^{\circ}00'25''$ West and a chord distance of 120.60 feet to the point of tangency of said curve; thence on a tangent bearing of North $4^{\circ}21'55''$ West along said Westerly right-of-way line a distance of 456.71 feet to the P.C. of a curve to the left, said curve being concave Southwesterly and having a radius of 470.0 feet; thence Northwesterly

along and with the arc of said curve an arc distance of 115.36 feet, said arc being subtended by a chord bearing of North $11^{\circ}23'49''$ West and a chord distance of 115.07 feet to the point of tangency of said curve; thence on a tangent bearing of North $18^{\circ}25'43''$ West along the Westerly right-of-way line of said Beach Wood Road a distance of 97.36 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 530.0 feet; thence Northwesterly along and with the arc of said curve an arc distance of 155.25 feet, said arc being subtended by a chord bearing of North $10^{\circ}02'13''$ West and a chord distance of 154.70 feet to the point of tangency of said curve; thence on a tangent bearing of North $1^{\circ}38'43''$ West a distance of 43.43 feet to the P.C. of a curve to the left, said curve being concave Southwesterly and having a radius of 570.0 feet; thence Northwesterly along and with the arc of said curve an arc distance of 116.25 feet, said arc being subtended by a chord bearing of North $7^{\circ}29'16''$ West and a chord distance of 116.05 feet to the point of tangency of said curve; thence on a tangent bearing of North $13^{\circ}19'49''$ West along the Westerly right-of-way line of said Beach Wood Road a distance of 72.74 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 530.0 feet; thence Northwesterly along the arc of said curve an arc distance of 92.20 feet, said arc being subtended by a chord bearing of North $8^{\circ}20'50''$ West and a chord distance of 92.08 feet; thence continue along said curve having a radius of 530.0 feet and an arc distance of 30.01 feet, said arc being subtended by a chord bearing of North $1^{\circ}45'24''$ West and a chord distance of 30.01 feet to the point of beginning.

From the point of beginning thus described, thence South $86^{\circ}38'11''$ West a distance of 204.70 feet; thence South $48^{\circ}58'29''$ West a distance of 278.56 feet; thence North $48^{\circ}51'59''$ West a distance of 247.33 feet; thence North $4^{\circ}30'06''$ West a distance of 97.81 feet; thence North $54^{\circ}45'00''$ East a distance of 218.0 feet; thence North $24^{\circ}34'44''$ East a distance of 237.08 feet; thence North $1^{\circ}01'35''$ East a distance of 295.0 feet to a point in the Southerly right-of-way line of said Beach Wood Road, a 60.0 foot right-of-way as now established;

thence South $88^{\circ}58'25''$ East along said Southerly right-of-way line a distance of 125.0 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 148.21 feet; thence Southeasterly along the arc of said curve an arc distance of 241.95 feet, said arc being subtended by a chord bearing of South $42^{\circ}12'19''$ East and a chord distance of 215.97 feet to a point of reverse curve to the left, said curve being concave Northeasterly and having a radius of 330.0 feet; thence Southeasterly along the arc of said curve an arc distance of 77.02 feet, said arc being subtended by a chord bearing of South $2^{\circ}07'22''$ East and a chord distance of 76.84 feet to the point of tangency of said curve; thence on a tangent bearing of South $8^{\circ}48'31''$ East along the Westerly right-of-way line of said Beach Wood Road a distance of 325.39 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 470.0 feet; thence Southeasterly along and with the arc of said curve an arc distance of 88.43 feet, said arc being subtended by a chord bearing of South $3^{\circ}25'07''$ East and a chord distance of 88.30 feet to the point of tangency of said curve; thence on a tangent bearing of South $1^{\circ}58'17''$ West along said Westerly right-of-way line a distance of 33.72 feet to the P.C. of a curve to the left, said curve being concave Southeasterly and having a radius of 530.0 feet; thence Southwesterly along the arc of said curve an arc distance of 19.33 feet, said arc being subtended by a chord bearing of South $0^{\circ}55'35''$ West and a chord distance of 19.33 feet to the point of beginning.

Lands thus described contain 6.90 acres more or less.

OFFICIAL RECORDS

EXHIBIT A

BOOK 177 PAGE 627

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the Northeast corner of Lot 60, Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of Said County; run thence North $81^{\circ}27'33''$ East a distance of 42.54 feet to the Point of Beginning.

From the Point of Beginning thus described, thence North $78^{\circ}56'09''$ East a distance of 114.76 feet; thence North $1^{\circ}03'51''$ West a distance of 110.31 feet; thence North $88^{\circ}56'09''$ East a distance of 100.0 feet; thence South $1^{\circ}03'51''$ East a distance of 162.76 feet; thence South $34^{\circ}03'51''$ East a distance of 84.03 feet; thence North $54^{\circ}26'09''$ East a distance of 81.40 feet; thence South $35^{\circ}33'51''$ East a distance of 165.82 feet; thence South $6^{\circ}03'51''$ East a distance of 202.20 feet; thence South $83^{\circ}56'09''$ West a distance of 104.89 feet; thence North $6^{\circ}03'51''$ West a distance of 43.83 feet; thence South $83^{\circ}56'09''$ West a distance of 183.30 feet; thence South $11^{\circ}03'51''$ East a distance of 107.44 feet; thence South $78^{\circ}56'09''$ West a distance of 90.0 feet; thence North $11^{\circ}03'51''$ West a distance of 150.0 feet to a point which bears South $77^{\circ}00'51''$ East a distance of 50.19 feet from the Southeast corner of Lot 56 of said Beach Walker Village; run thence North $78^{\circ}56'09''$ East a distance of 11.10 feet; thence North $11^{\circ}03'51''$ West a distance of 353.60 feet to the Point of Beginning.

Lands thus described contain 3.50 acres, more or less.

EXHIBIT A

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: For a point of reference commence at the intersection of the westerly right-of-way line of State Road 1A, a 200 foot right-of-way as now established with the South boundary of Township 2 North; run thence North $19^{\circ}33'10''$ West along said westerly right-of-way line a distance of 3203.30 feet to a point; run thence South $70^{\circ}26'50''$ West perpendicular to said westerly right-of-way line a distance of 220.0 feet to a point; run thence North $19^{\circ}33'10''$ West parallel to said westerly right-of-way line a distance of 41.74 feet to the P.C. of a curve to the left, said curve being concave southwesterly and having a radius of 195 feet and a central angle of $51^{\circ}23'29''$; thence along and with the arc of said curve an arc distance of 174.91 feet, said arc being subtended by a chord bearing of North $45^{\circ}14'55''$ West and a chord distance of 169.10 feet to the point of tangency of said curve; thence on a tangent bearing of North $70^{\circ}56'39''$ West a distance of 109.07 feet to the P.C. of a curve to the right, said curve being concave northeasterly and having a radius of 430 feet and a central angle of $24^{\circ}15'09''$; thence along and with the arc of said curve an arc distance of 182.01 feet, said arc being subtended by a chord bearing of North $58^{\circ}49'05''$ West and a chord distance of 180.66 feet to the point of beginning. From the point of beginning thus described run thence South $43^{\circ}03'34''$ West a distance of 276.52 feet to a point; run thence North $49^{\circ}56'26''$ West a distance of 480.00 feet to a point; run thence North $67^{\circ}56'26''$ West a distance of 82.50 feet to a point; run thence North $22^{\circ}03'34''$ East a distance of 102.60 feet to a point; run thence North $12^{\circ}08'28''$ West a distance of 170.68 feet to a point; run thence North $12^{\circ}24'40''$ East a distance of 125.78 feet to a point; run thence North $6^{\circ}2'11''$ East a distance of 5.00 feet to a point; run thence South $83^{\circ}57'49''$ East a distance of 46.81 feet to the P.C. of a curve to the left, said curve being concave northeasterly and having a radius of 530 feet and a central angle of $8^{\circ}34'18''$; thence along and with the arc of said curve an arc distance

EXHIBIT D-18

of 79.29 feet, said arc being subtended by a chord bearing of South $88^{\circ}14'58''$ East and a chord distance of 79.22 feet to the point of tangency of said curve; thence on a tangent bearing of North $87^{\circ}27'53''$ East a distance of 27.70 feet to the P.C. of a curve to the right, said curve being concave southwesterly and having a radius of 25 feet and a central angle of $81^{\circ}05'14''$; thence along and with the arc of said curve an arc distance of 35.38 feet, said arc being subtended by a chord bearing of South $51^{\circ}59'30''$ East and a chord distance of 32.50 feet to the point of a reverse curve to the left, said curve being concave northeasterly and having a radius of 330 feet and a central angle of $33^{\circ}29'36''$; thence along and with the arc of said curve an arc distance of 192.91 feet, said arc being subtended by a chord bearing of South $28^{\circ}11'42''$ East and a chord distance of 190.17 feet to the point of tangency of said curve; thence on a tangent bearing of South $44^{\circ}56'30''$ East a distance of 458.76 feet to the P.C. of a curve to the left, said curve being concave northeasterly and having a radius of 430 feet and a central angle of $01^{\circ}45'00''$; thence along and with the arc of said curve an arc distance of 13.13 feet, said arc being subtended by a chord bearing of South $45^{\circ}49'00''$ East and a chord distance of 13.13 feet to the point of beginning.

Lands thus described contain 5.060 acres more or less.

Exhibit 1 to First Amendment by
Sponsor to Declaration of Condominium

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: for a point of reference commence at the intersection of the westerly right-of-way line of State Road Ala, a 200 foot right-of-way as now established with the South boundary of Township 2 North; run thence North 19° 33' 10" West along said westerly right-of-way line a distance of 3203.30 feet to a point; run thence South 70° 26' 50" West perpendicular to said westerly right-of-way line a distance of 220.0 feet to a point; run thence North 19° 33' 10" West parallel to said westerly right-of-way line a distance of 41.74 feet to the P.C. of a curve to the left, said curve being concave southwesterly and having a radius of 195 feet and a central angle of 51° 23' 29"; thence along and with the arc of said curve an arc distance of 174.91 feet, said arc being subtended by a chord bearing of North 45° 14' 55" West and a chord distance of 169.10 feet to the point of tangency of said curve; thence on a tangent bearing of North 70° 56' 39" West a distance of 109.07 feet to the P.C. of a curve to the right, said curve being concave northeasterly and having a radius of 430 feet and a central angle of 24° 15' 09"; thence along and with the arc of said curve an arc distance of 182.01 feet, said arc being subtended by a chord bearing of North 58° 49' 05" West and a chord distance of 180.66 feet; run thence South 43° 03' 34" West a distance of 276.52 feet to a point; run thence North 49° 56' 26" West a distance of 480.00 feet to a point; run thence North 67° 56' 26" West a distance of 82.50 feet to the point of beginning. From the point of beginning thus described run thence North 67° 56' 26" West a distance of 472.50 feet to a point; run thence North 79° 02' 56" West a distance of 176.50 feet to a point; run thence North 14° 51' 43" East a distance of 47.50 feet to a point; run thence North 75° 08' 17" West for a distance of 2.5 feet to a point; run thence North 14° 51' 43" East for a distance of 12.5 feet to a point; run thence North 75° 08' 17" East for a distance of 2.5 feet to a point; run thence North 14° 51' 43" East for a distance of 84.50 feet to a point; run thence South 88° 37' 19" East a distance of 10.0 feet to the P.C. of a curve to the left, said curve being concave northwesterly and having a radius of 330 feet and a central angle of 26° 46' 00"; thence along and with the arc of said curve an arc distance of 154.16 feet, said arc being subtended by a chord bearing of North 77° 59' 41" East a chord distance of 152.77 feet to the point of tangency of said curve; thence on a tangent bearing of North 64° 36' 41" East a distance of 28.23 feet to the P.C. of a curve to the right, said curve being concave southeasterly and having a radius of 270 feet and a central angle of 31° 25' 30"; thence along and with the arc of said curve an arc distance of 148.09 feet, said arc being subtended by a chord bearing of North 80° 19' 26" East and a chord distance of 146.24 feet to the point of tangency of said curve; thence on a tangent bearing of South 83° 57' 49" East a distance of 276.78 feet to a point; run thence South 6° 02' 11" West a distance of 5.00 feet to a point; run thence South 12° 24' 40" West a distance of 125.78 feet to a point; run thence South 12° 08' 28" East a distance of 170.68 feet to a point; run thence South 22° 03' 34" West a distance of 102.60 feet to the point of beginning.

OFFICIAL RECORDS

BOOK 106 PAGE 54

Together with: A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: For a point of reference commence at the intersection of the westerly right-of-way line of State Road 1A, a 200 foot right-of-way as now established with the South boundary of Township 2 North; run thence North 19 33'10" West along said westerly right-of-way line a distance of 3203.30 feet to a point; run thence South 70 26'50" West perpendicular to said westerly right-of-way line a distance of 220.0 feet to a point; run thence North 19 33'10" West parallel to said westerly right-of-way line a distance of 41.74 feet to the P.C. of a curve to the left, said curve being concave southwesterly and having a radius of 195 feet and a central angle of 51 23'29"; thence along and with the arc of said curve an arc distance of 174.91 feet, said arc being subtended by a chord bearing of North 45 14'55" West and a chord distance of 169.10 feet to the point of tangency of said curve; thence on a tangent bearing of North 70 56'39" West a distance of 109.07 feet to the P.C. of a curve to the right, said curve being concave northeasterly and having a radius of 430 feet and a central angle of 24 15'09" thence along and with the arc of said curve an arc distance of 182.01 feet, said arc being subtended by a chord bearing of North 58 49'05" West and a chord distance of 180.66 feet; run thence South 43 03'34" West a distance of 276.52 feet to a point; run thence North 49 56'26" West a distance of 239.00 feet to a point. From the point of beginning run thence South 40 03'34" West a distance of 3.0 feet to a point; run thence North 49 56'26" West a distance of 11.0 feet to a point; run thence North 40 03'34" East a distance of 3.00 feet to a point; run thence South 49 56'26" East a distance of 11.0 feet to the point of beginning.

OFFICIAL RECORDS

BOOK 434 PAGE 621

COURTSIDE VILLAS
A CONDOMINIUM
NASSAU COUNTY, FLORIDA
AMELIA ISLAND PLANTATION

EXHIBIT A, SHEET 1

COURTSIDE VILLAS PHASE I

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE: at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county; thence North 19°35'10" West along said Northeasterly right-of-way line, 2262.57 feet; thence North 67°55'41" East, 314.28 feet; thence South 22°04'19" East, 110.00 feet; thence North 67°55'41" East, 151.86 feet; thence North 57°21'50" East, 20.00 feet to the POINT OF BEGINNING; thence continue North 57°21'50" East, 375.89 feet to the Southerly right-of-way line of Beach Wood Road as shown on the plat of Beach Wood Unit 1 as recorded in Plat Book 4, Pages 25, 26 and 27 of the public records of said county; thence Southeasterly along said Southerly right-of-way line and along and around the arc of a curve concave Northeasterly and having a radius of 550.00 feet, an arc distance of 188.49 feet, said arc being subtended by a chord bearing and distance of South 65°51'45" East, 185.49 feet; thence South 11°28'10" West, 18.96 feet to the point of curvature of a curve to the right; thence along and around the arc curve concave Southwesterly and having a radius of 215.00 feet, an arc distance of 95.56 feet, said arc being subtended by a chord bearing and distance of South 24°17'42" West, 94.46 feet to the point of compound curvature of a curve leading Southwesterly; thence along and around the arc of a curve concave Northwesterly and having a radius of 510.00 feet, an arc distance of 89.68 feet, said arc being subtended by a chord bearing and distance of South 42°09'28" West, 89.56 feet to the point of tangency of said curve; thence South 47°11'43" West, 50.00 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Northwesterly and having a radius of 450.00 feet, an arc distance of 144.64 feet, said arc being subtended by a chord bearing and distance South 56°24'13" West, 144.02 feet to the point of tangency of said curve; thence South 65°56'43" West, 52.75 feet; thence North 42°46'42" West, 255.94 feet to the POINT OF BEGINNING.

Containing 2.27 acres more or less.

Prepared by:



Richard L. King, Registered Land Surveyor
#1375
3350 S. Fletcher, Unit I-4

BOOK 482 PG. 749

OFFICIAL RECORDS

COURTSIDE VILLAS PHASE II

LEGAL DESCRIPTION PHASE II
COURTSIDE VILLAS
AMELIA ISLAND PLANTATION

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village as recorded in plat Book 4 pages 14 and 15 of the public records of said county; thence North 19°33'10" West, along said Northeasterly right-of-way line, 2152.26 feet; thence North 67°55'41" East, 314.28 feet; thence South 22°04'19" East, 110.00 feet; thence North 67°55'41" East, 35.50 feet to the POINT OF BEGINNING; thence continue North 67°55'41" East, 96.36 feet; thence North 57°21'50" East, 20.00 feet; thence South 42°46'42" East, 255.94 feet; thence South 65°36'43" West, 27.44 feet; thence South 48°36'43" West, 36.07 feet; thence South 25°02'55" West, 166.01 feet; to point of curvature of a curve to the right, thence along and around the arc of a curve concave Northeasterly and having a radius of 100.00 feet, an arc distance of 77.09 feet, said arc being subtended by a chord bearing and distance of South 47°07'59" West, 75.19 feet to the point of tangency of said curve; thence South 69°13'03" West, 170.68 feet; thence North 19°33'10" West, 110.00 feet; thence North 54°26'50" East, 107.00 feet; thence North 19°33'10" West, 95.00 feet; thence North 27°11'25" East, 138.00 feet; thence North 22°04'19" West, 64.80 feet to the POINT OF BEGINNING.

Containing 2.13 acres more or less.

Prepared by: Richard L. King

Registered L.S.#1375
3350 S. Fletcher Unit, Ft. Lauderdale, Florida
Fernandina Beach, Florida 32034



Advancing Quality of Life, by Design ●
1900 Corporate Square Blvd. • Jacksonville, FL 32216
904.721.2991 • FAX: 904.861.2450

INSTR # 200339049
OR BK 01183 PG 0086

DUNES CLUB PHASE I

A PART OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 19°33'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105, A DISTANCE OF 323.72 FEET; THENCE NORTH 89°59'50" EAST, A DISTANCE OF 212.24 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 105; THENCE SOUTH 19°33'10" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 436.00 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 306, PAGE 267 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 77°32'20" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 213.51 FEET; THENCE NORTH 84°24'24" EAST CONTINUING ALONG SAID LANDS, A DISTANCE OF 334.00 FEET TO THE MOST SOUTHERLY CORNER OF THE LANDS KNOWN AS VILLA PARCEL 30; THENCE NORTH 83°29'50" EAST CONTINUING ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 306, PAGE 267, A DISTANCE OF 279.54 FEET; THENCE SOUTH 10°13'11" EAST, A DISTANCE OF 699.22 FEET; THENCE SOUTH 79°47'14" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 10°19'04" EAST, A DISTANCE OF 249.18 FEET TO A POINT ON THE SOUTHERLY LINE OF SEA DUNES CONDOMINIUMS, AS RECORDED IN OFFICIAL RECORDS BOOK 424, PAGES 36 THROUGH 57, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 82°13'52" WEST, A DISTANCE OF 180.21 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD (A 50.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 383.10 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°09'56" WEST AND A CHORD DISTANCE OF 47.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°43'45" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 199.84 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 130.83 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 133.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°41'19" EAST AND A CHORD DISTANCE OF 127.81 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°03'12" EAST AND A CHORD DISTANCE OF 21.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°00'00" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE

Exhibit "A"
1 of 2

OF 70.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°51'56" EAST AND A CHORD DISTANCE OF 53.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 62°52'01" EAST, A DISTANCE OF 119.30 FEET; THENCE NORTH 65°51'29" EAST, A DISTANCE OF 150.29 FEET; THENCE NORTH 63°23'58" EAST, A DISTANCE OF 114.42 FEET; THENCE SOUTH 10°13'52" EAST, A DISTANCE OF 135.24 FEET; THENCE SOUTH 79°09'40" WEST, A DISTANCE OF 59.91 FEET; THENCE SOUTH 53°46'17" WEST, A DISTANCE OF 201.75 FEET; THENCE NORTH 36°52'19" WEST, A DISTANCE OF 35.10 FEET; THENCE SOUTH 86°19'35" WEST, A DISTANCE OF 33.45 FEET; THENCE SOUTH 53°46'44" WEST, A DISTANCE OF 56.65 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 24°43'52" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 114.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES MORE OR LESS.

Exhibit "A"
2 of 2

DUNES COURT SUBDIVISION as recorded in Plat Book 4, page 66 in the public records of Nassau County, Florida.

A PORTION OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 24, BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING IN THE WESTERLY RIGHT OF WAY LINE OF BEACH WALKER ROAD (PARCEL "B", A 50 FOOT PRIVATE ROAD); RUN THENCE SOUTH 03°08'31" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 109.75 FEET; RUN THENCE NORTH 86°51'29" EAST, PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF SAID BEACH WALKER ROAD AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE NORTH 03°08'31" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.87 FEET TO THE P.C. OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 975.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, AN ARC DISTANCE OF 163.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°57'19" WEST AND A CHORD DISTANCE OF 163.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ON A TANGENT BEARING OF NORTH 12°46'08" WEST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 224.1 FEET; THENCE DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 89°00'00" EAST, A DISTANCE OF 271.74 FEET; RUN THENCE SOUTH 05°18'12" EAST, A DISTANCE OF 379.29 FEET; THENCE NORTH 89°00'00" WEST, A DISTANCE OF 222.70 FEET; THENCE NORTH 35°22'04" WEST, A DISTANCE OF 85.76 FEET TO THE POINT OF BEGINNING.

DUNES ROW SUBDIVISION as described in the replat recorded in Plat Book 5, page 170 of the public records of Nassau County, Florida.

CAPTION

A Replat of DUNES ROW as recorded in Plat Book 5, Page 153 of the Public Records of Nassau County, Together with a portion of Section 1, Township 1 North, Range 28 East, and a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida, being more particularly described as BEGINNING at the Northwest of Corner of said DUNES ROW; Thence South 18° 02' 03" East along the Westerly Right-of-Way line of Beachwalker Road Extension as shown on said Plat 246.95 feet; Thence South 12° 45' 14" East 115.31 feet; Thence South 16° 51' 20" East 225.00 feet; Thence South 31° 45' 04" East 34.58 feet; Thence South 46° 45' 10" East 54.41 feet to the aforesaid Westerly Right-of-Way line; Thence South 22° 55' 16" East along said Westerly Right-of-Way line 144.50 feet; Thence South 20° 55' 16" East along the Westerly Boundary of said DUNES ROW 108.04 feet to the Southerly line of said DUNES ROW; Thence North 82° 41' 59" East along last said line 281.51 feet to the Easterly line of said DUNES ROW; Thence Northerly along said Easterly line and it's Northerly prolongation run the following Three (3) courses and distances; Course No. (1) North 11° 00' 37" West 152.58 feet; Course No. (2) North 15° 46' 26" West 82.21 feet; Course No. (3) North 25° 32' 32" West 211.31 feet; Thence South 70° 51' 02" West 249.94 feet to the Easterly Right-of-Way line of said Beachwalker Road Extension; Thence Northerly along said Easterly Right-of-Way line run the following Four (4) courses and distances; Course No. (1) North 22° 55' 16" West 92.02 feet; Course No. (2) North 18° 02' 03" West 127.09 feet; Course No. (3) North 03° 38' 40" West 150.00 feet; Course No. (4) North 11° 23' 47" West 121.75 feet to the Northerly Right-of-Way line of said Beachwalker Road Extension; Thence South 65° 16' 08" West, along last said line 95.00 feet; Thence North 24° 43' 57" West 60.00 feet to the POINT OF BEGINNING.

DUNES ROW, phase II as recorded in the public records of Nassau County, Florida at Plat Book 5, page 315

CAPTION

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, LYING IN NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHEASTERLY CORNER OF THE DUNES ROW REPLAT AS RECORDED IN PLAT BOOK 5, PAGE 170 OF THE PUBLIC RECORDS OF SAID COUNTY, AND RUN SOUTH 81-13-52 EAST A DISTANCE OF 37.07 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 81-13-52 EAST ALONG THE SOUTHERLY LINE OF TURTLE DUNES CONDOMINIUMS AS RECORDED IN OFFICIAL RECORDS VOLUME 413, PAGE 329 OF THE PUBLIC RECORDS OF SAID COUNTY, 158.55 FEET; THENCE NORTH 74-06-58 EAST ALONG THE SOUTHERLY LINE OF SAID TURTLE DUNES CONDOMINIUMS AND ITS EASTERLY PROLONGATION THEREOF, 71.08 FEET; THENCE NORTH 79-10-10 EAST, 11.38 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID GOLF COURSE PARCEL 15 (FAIRWAY NO. 15); THENCE ALONG THE WESTERLY LINE OF SAID GOLF COURSE PARCEL THE FOLLOWING THREE COURSES; COURSE NO. ONE (1) SOUTH 08-46-08 WEST, 95.21 FEET; COURSE NO. TWO (2) SOUTH 05-00-02 EAST, 134.28 FEET; COURSE NO. THREE (3) SOUTH 25-32-32 EAST, 173.53 FEET TO THE NORTHEASTERLY CORNER OF LOT 10 AS SHOWN ON SAID DUNES ROW REPLAT; THENCE SOUTH 70-51-02 WEST ALONG THE NORTHERLY LINE OF SAID LOT 10, 249.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF BEACHWALKER ROAD EXTENTION (RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF BEACHWALKER ROAD EXTENTION THE FOLLOWING THREE COURSES; COURSE NO. ONE (1) NORTH 22-55-16 WEST, 92.02 FEET; COURSE NO. TWO (2) NORTH 18-02-03 WEST, 127.09 FEET; COURSE NO. THREE (3) NORTH 03-38-40 WEST 144.02 FEET; THENCE RUN NORTH 79-19-20 EAST 11.80 FEET; THENCE RUN NORTH 0-17-36 EAST A DISTANCE OF 117.50 FEET TO THE POINT OF BEGINNING, CONTAINING 2.34 ACRES MORE OR LESS.

TOGETHER WITH AN INGRESS AND EGRESS PEDESTRIAN EASEMENT OVER AND ACROSS THE EASTERLY 25.00 FEET OF THE ABOVE DESCRIBED LANDS.

OFFICIAL RECORDS

160 of 386

EXHIBIT "A"

INSTR # 200339049
OR BK 01183 PG 0091

A portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference commence at the Southeast corner of Lot 1, Sea Marsh Village Unit 1, as recorded in Plat Book 4, Pages 11, 12 and 13, of said County, said point lying in the Westerly right of way of Sea Marsh Road (Parcel A), said point being in a curve, said curve being concave Northwesterly and having a radius of 295 feet and a central angle of $12^{\circ}49'06''$; thence Southwesterly along and with the arc of said curve an arc distance of 66.0 feet, said arc being subtended by a chord bearing of South $15^{\circ}48'17''$ West and a chord distance of 65.86 feet to a point in the Westerly right of way line of said Sea Marsh Road; thence South $67^{\circ}47'08''$ East a distance of 60 feet to a point in the Easterly right of way line of said Sea Marsh Road, said point being the P.C. of a curve and the point of beginning, said curve being concave Northwesterly and having a radius of 355 feet and a central angle of $6^{\circ}39'56''$; thence Northeasterly along and with the arc of said curve an arc distance of 41.30 feet, said arc being subtended by a chord bearing of $18^{\circ}52'54''$ East and a chord distance of 41.28 feet; thence North $81^{\circ}19'46''$ East a distance of 88.28 feet; thence South $22^{\circ}03'08''$ East a distance of 151.50 feet; thence South $25^{\circ}09'11''$ West a distance of 61.29 feet; thence South $11^{\circ}39'40''$ East a distance of 106.72 feet; thence South $25^{\circ}19'05''$ East a distance of 133.86 feet; thence South $1^{\circ}57'43''$ West a distance of 128.75 feet; thence South $12^{\circ}12'48''$ East a distance of 72.02 feet; thence South $42^{\circ}19'28''$ East a distance of 126.34 feet; thence South $9^{\circ}59'03''$ East a distance of 157.85 feet; thence South $80^{\circ}07'04''$ West a distance of 130.89 feet to a point in the Easterly right of way line of said Sea Marsh Road, said point being in a curve, said curve being concave Southwesterly and having a radius of 305 feet and a central angle of $48^{\circ}24'37''$; thence Northwesterly along and with the arc of said curve an arc distance 257.70 feet, said arc being

OFFICIAL RECORDS

subtended by a chord bearing of North 30°01'30" West and a chord distance of 250.10 feet to the point of tangency of said curve; thence on a tangent bearing of North 54°13'48" West a distance of 105.27 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 270 feet and a central angle of 76°26'40"; thence Northwesterly along and with the arc of said curve an arc distance of 360.24 feet, said arc being subtended by a chord bearing on North 16°00'28" West and a chord distance of 334.11 feet to the point of tangency of said curve; thence on a tangent bearing of North 22°12'52" East a distance of 259.48 feet to the point of beginning.

Lands thus described contain 4.323 acres, more or less.

EXHIBIT "1"

OFFICIAL RECORDS BOOK 162 PAGE 159

A portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference commence at the Southeast corner of Lot 1, Sea Marsh Village Unit 1, as recorded in Plat Book 4, Pages 11, 12 and 13, of the public records of said County, said point also being in the Westerly right of way line of Sea Marsh Road (Parcel A), as shown on said plat, said point lying in a curve, said curve being concave Northwesterly and having a radius of 295 feet and a central angle of $12^{\circ}49'06''$; thence Southwesterly along and with the arc of said curve an arc distance of 66.0 feet, said arc being subtended by a chord bearing of South $15^{\circ}48'17''$ West and a chord distance of 65.86 feet to the point of tangency of said curve; thence on a tangent bearing of South $22^{\circ}12'52''$ West a distance of 259.48 feet to the point of beginning, said point also being the P. C. of a curve to the left, said curve being concave Northeasterly and having a radius of 330 feet and a central angle of $76^{\circ}26'40''$; thence Southeasterly along and with the arc of said curve an arc distance of 440.29 feet, said arc being subtended by a chord bearing of South $16^{\circ}00'28''$ East and a chord distance of 408.35 feet to the point of tangency of said curve; thence on a tangent bearing of South $54^{\circ}13'48''$ East along the Westerly right of way line of said Sea Marsh Road a distance of 105.27 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 245 feet and a central angle of $30^{\circ}53'30''$; thence Southeasterly along and with the arc of said curve an arc distance of 132.09 feet, said arc being subtended by a chord bearing of South $38^{\circ}47'03''$ East and a chord distance of 130.50 feet to a point, said point lying in the Westerly right of way line of said Sea Marsh Road; thence

South 35°47'30" West a distance of 89 feet; thence North
67°21'42" West a distance of 135.82 feet; thence North 47°
04'42" West a distance of 116.99 feet; thence South 51°17'17"
West a distance of 67.04 feet; thence North 81°21'03" West a
distance of 70 feet; thence North 37°19'21" West a distance of
59.43 feet; thence North 26°12'21" East a distance of 95.05
feet; thence North 19°04'36" West a distance of 150 feet; thence
North 5°28'24" West a distance of 212.90 feet; thence North
22°15'34" East a distance of 58.46 feet; thence South 84°56'50"
East a distance of 146.64 feet to the point of beginning.
Lands thus described contain 2.638 acres more or less.

INSTR # 200339049
OR BK 0183 PG 0094

EXHIBIT "A"

BOOK 183 PAGE 38

A portion of Sections 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference commence at the Southwest corner of Lot 38, Sea Marsh Village, Unit 1 as recorded in Plat Book 4, Pages 11, 12 and 13 of the public records of said county, said point lying in the Southeasterly Right of Way line of Sea Marsh Road (Parcel B, a private Road); thence South $22^{\circ}43'25''$ West along said Southeasterly Right of Way line, a distance of 10.0 feet to the P.C. of a curve to the Right; thence North $67^{\circ}16'35''$ West along the radial line of said curve, at right angles to the centerline of said Sea Marsh Road, a distance of 60.0 feet to a point in the Northwesterly Right of Way line of said Sea Marsh Road; thence North $22^{\circ}43'25''$ East along said Northwesterly Right of Way line, a distance of 3.00 feet to the point of beginning.

From the point of beginning thus described thence North $88^{\circ}36'21''$ West, a distance of 124.13 feet; thence North $73^{\circ}16'32''$ West, a distance of 90.73 feet; thence North $24^{\circ}53'30''$ West, a distance of 92.00 feet; thence North $23^{\circ}07'39''$ East, a distance of 175.36 feet; thence North $14^{\circ}14'54''$ West, a distance of 88.31 feet; thence North $29^{\circ}06'04''$ West, a distance of 201.57 feet; thence North $50^{\circ}39'36''$ West, a distance of 60.17 feet; thence North $26^{\circ}53'30''$ West, a distance of 43.00 feet; thence North $27^{\circ}16'30''$ East, a distance of 107.00 feet; thence North $2^{\circ}28'05''$ East, a distance of 118.58 feet; thence North $47^{\circ}33'30''$ West a distance of 76.00 feet, thence North $5^{\circ}54'40''$ West, a distance of 103.04 feet; thence North $26^{\circ}28'30''$ West, a distance of 82.00 feet; thence North $48^{\circ}04'37''$ East a distance of 46.33 feet; thence South $75^{\circ}40'53''$ East, a distance of 138.25 feet; thence South $18^{\circ}43'59''$ East, a dis-

EXHIBIT "A"

BOOK 183 PAGE 39

tance of 69.05 feet; thence North $84^{\circ}40'09''$ East, a distance of 106.82 feet to a point in the Westerly Right of Way line of Sea Marsh Road (Parcel G, a private Road) as shown on Plat of Sea Marsh Village, Unit 2 as recorded in Plat Book 4, Pages 16 and 17 of the public records of said county; thence South $19^{\circ}23'51''$ West along said Westerly Right of Way line of Sea Marsh Road, a distance of 72.35 feet to the P.C. of curve to the left, said curve being concave to the East and having a radius of 230 feet; thence Southerly along the arc of said curve, an arc distance of 184.28 feet, said arc being subtended by chord bearing of South $3^{\circ}33'22''$ East and a chord distance of 179.39 feet to the point of tangency; thence on a tangent bearing of South $26^{\circ}30'35''$ East along the Westerly boundary of said Sea Marsh Village, Unit 1 and Sea Marsh Village, Unit 2, a distance of 219.51 feet to the P.C. of curve to the right, said curve being concave to the Southwest and having a radius of 570 feet; thence Southeasterly along the arc of said curve, an arc distance of 179.07 feet, said arc being subtended by a chord bearing of South $17^{\circ}30'35''$ East and a chord distance of 178.34 feet to the point of tangency; thence South $8^{\circ}30'35''$ East a distance of 172.29 feet to the P.C. of curve to the right, said curve being concave to the West and having a radius of 270 feet; thence Southerly along the arc of said curve, an arc distance of 147.18 feet, said arc being subtended by a chord bearing of South $7^{\circ}06'25''$ West and a chord distance of 145.37 feet to the point of tangency; thence South $22^{\circ}43'25''$ West along said Westerly Right of Way, a distance of 71.19 feet to the point of beginning.

Containing 5.702 acres, more or less.

EXHIBIT "A"

BOOK 183 PAGE 40

Together with an exclusive easement for the encroachment, use and maintenance of the paved parking area and wood storage shed presently extending over the northerly boundary line of the above described property onto certain lands of Amelia Island Company, which easement shall exist for as long as said wood storage shed and paved parking area shall exist and shall cover the following described property:

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference commence at the Southwest corner of Lot 38, Sea Marsh Village, Unit 1 as recorded in Plat Book 4, Pages 11, 12 and 13 of the public records of said county, said point lying in the Southeasterly Right of Way line of Sea Marsh Road (Parcel B, a private road); thence South $22^{\circ} 43' 25''$ West along said Southeasterly Right of Way line, a distance of 10.0 feet to the P. C. of a curve to the right; thence North $67^{\circ} 16' 35''$ West along the radial line of said curve, at right angles to the centerline of said Sea Marsh Road, a distance of 60.0 feet to a point in the Northwesterly Right of Way line of said Sea Marsh Road; thence North $22^{\circ} 43' 25''$ East along said Northwesterly Right of Way line, a distance of 3.0 feet; run thence North $88^{\circ} 36' 21''$ West, a distance of 124.13 feet; thence North $73^{\circ} 16' 32''$ West, a distance of 90.73 feet; thence North $24^{\circ} 53' 30''$ West, a distance of 92.0 feet; thence North $23^{\circ} 07' 39''$ East, a distance of 175.36 feet; thence North $14^{\circ} 14' 54''$ West, a distance of 88.31 feet; thence North $29^{\circ} 06' 04''$ West, a distance of 201.57 feet; thence North $50^{\circ} 39' 36''$ West, a distance of 60.17 feet; thence North $26^{\circ} 53' 30''$ West, a distance of 43.0 feet; thence North $27^{\circ} 16' 30''$ East, a distance of 107.0 feet; thence North $02^{\circ} 28' 05''$ East, a distance of 118.58 feet; thence North $47^{\circ} 33' 30''$ West, a distance of 76.0 feet; thence North $05^{\circ} 54' 40''$ West, a distance of 103.04 feet; thence North $26^{\circ} 28' 30''$ West, a distance of 82.0 feet; thence North $48^{\circ} 04' 37''$ East, a distance of 46.33 feet to the point of beginning.

OFFICIAL RECORDS

EXHIBIT D-35

INSTR # 200339049
OR BK 01183 PG 0098

EXHIBIT "A"

BOOK 183 PAGE 41

From the point of beginning thus described, run North 48° 04' 37" East, a distance of 18.04 feet; thence South 75° 40' 53" East, a distance of 118.46 feet; thence South 18° 43' 59" East, a distance of 17.90 feet; thence North 75° 40' 53" West, a distance of 138.25 feet to the point of beginning.

Lands thus described contain 0.044 acres, more or less.

OFFICIAL RECORDS

EXHIBIT "A"

A portion of Section 23, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference commence at the intersection of the Westerly right of way line of State Road A1A, with the South boundary of said Township 2 North, Range 28 East; run thence North $70^{\circ}26'50''$ East perpendicular to said Westerly right of way line a distance of 100 feet to the centerline of said State Road A1A; thence North $19^{\circ}33'10''$ West along said centerline a distance of 3168.30 feet; thence North $70^{\circ}26'50''$ East a distance of 90.64 feet to the PC of a curve to the right, said curve being concave Southeasterly and having a radius of 800 feet and a central angle of $25^{\circ}00'00''$; thence Northeasterly along and with the arc of said curve an arc distance of 349.07 feet, said arc being subtended by a chord bearing of North $82^{\circ}56'50''$ East and a chord distance of 346.30 feet to the point of tangency of said curve; thence on a tangent bearing of South $84^{\circ}33'10''$ East a distance of 88.12 feet to the PC of a curve to the right, said curve being concave Southwesterly and having a radius of 200 feet and a central angle of $30^{\circ}30'00''$; thence Southeasterly along and with the arc of said curve an arc distance of 106.47 feet, said arc being subtended by a chord bearing of South $69^{\circ}18'10''$ East and a chord distance of 105.21 feet to the point of tangency of said curve; thence on a tangent bearing of South $54^{\circ}03'10''$ East a distance of 149.47 feet to the PC of a curve to the left, said curve being concave Northeasterly and having a radius of 175 feet and a central angle of $34^{\circ}54'00''$; thence Southeasterly along and with the arc of said curve an arc distance of 106.60 feet, said arc being subtended by a chord bearing of South $71^{\circ}30'10''$ East and a chord distance of 104.96 feet; to a point of reverse curve to the right, said curve being concave Southwesterly and having a radius of 175 feet and a central angle of $29^{\circ}18'00''$; thence Southeasterly along and with the arc of said curve an arc distance of 89.49 feet, said arc being subtended by a chord bearing of South $74^{\circ}18'10''$ East and a chord distance of 88.52 feet to a point of reverse curve to the left, said curve being concave Northeasterly and having a radius of 175 feet and a central angle of $40^{\circ}27'14''$; thence Southeasterly along and with the arc of said curve an arc distance of 123.44 feet,

INSTR # 200339049
OR BK 01183 PG 0100

said arc being subtended by a chord bearing of South $79^{\circ}51'38''$ East and a chord distance of 120.90 feet to the point of tangency of said curve; thence on a tangent bearing of North $79^{\circ}53'36''$ East a distance of 52.57 feet; thence South $19^{\circ}38'58''$ East a distance of 45.56 feet to the PC of a curve to the right, said curve being concave Northwesterly and having a radius of 100 feet and a central angle of $46^{\circ}36'42''$; thence Southwesterly along and with the arc of said curve an arc distance of 81.35 feet, said arc being subtended by a chord bearing of South $3^{\circ}39'23''$ West and a chord distance of 79.13 feet to the point of tangency of said curve; thence on a tangent bearing of South $26^{\circ}57'44''$ West a distance of 68.63 feet to the PC of a curve to the left, said curve being concave Northeasterly and having a radius of 150 feet and a central angle of $55^{\circ}03'32''$; thence Southeasterly along and with the arc of said curve an arc distance of 144.14 feet, said arc being subtended by a chord bearing of South $0^{\circ}34'02''$ East and a chord distance of 138.66 feet to the point of tangency of said curve; thence on a tangent bearing of South $28^{\circ}05'48''$ East a distance of 206.93 feet; thence South $61^{\circ}54'12''$ West a distance of 25 feet to a point marking the beginning of a curve to the right, said curve being concave Southwesterly and having a radius of 225 feet and a central angle of $26^{\circ}41'46''$ thence Southeasterly along and with the arc of said curve an arc distance of 104.84, said arc being subtended by a chord bearing of South $14^{\circ}44'55''$ East and a chord distance of 103.89 feet to the point of beginning.

From the point of beginning thus described run thence South $82^{\circ}18'59''$ West a distance of 397.04 feet; thence South $63^{\circ}35'19''$ West a distance of 163 feet; thence South $26^{\circ}24'41''$ East a distance of 413 feet; thence North $74^{\circ}06'47''$ East a distance of 183.37 feet to a point in a curve, said curve being concave Southeasterly and having a radius of 325 feet and a central angle of $34^{\circ}43'16''$; thence Northeasterly along and with the arc of said curve an arc distance of 196.95 feet, said arc being subtended by a chord bearing of North $16^{\circ}30'10''$ East and a chord distance of 193.95 feet to the point of tangency of said curve; thence on a tangent bearing of North $33^{\circ}51'45''$ East a distance of 154.70 feet to the PC of a curve to the left, said curve being concave Northwesterly and having a radius of 225 feet

EXHIBIT "A" (CONTINUED)

and a central angle of $35^{\circ}15'47''$; thence Northeasterly along and with the arc of said curve an arc distance of 138.48 feet, said arc being subtended by a chord bearing of North $16^{\circ}13'52''$ East and a chord distance of 136.30 feet to the point beginning.

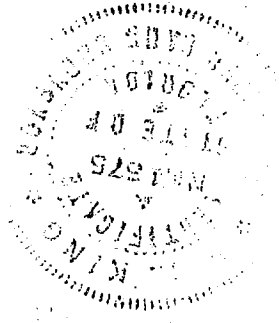
Lands thus described contain 3.54 acres more or less.

Together with a non-exclusive easement for ingress and egress to the property covered by this Declaration of Condominium along a private road built on the real property described in Exhibit 2 to a Mortgage of Real and Personal Property dated October 19, 1973, from Amelia Island Company to Security Federal Savings & Loan Association of Jacksonville, recorded in the office of the Clerk of the Circuit Court of Nassau County, Florida, in Official Records Book 133 pages 362 - 376 which description is incorporated herein by specific reference. This easement shall be subject to all of the terms and conditions contained in the "Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and Provisions for the Amelia Island Plantation Community Association, Inc." recorded in the aforesaid clerk's office in Official Records Book 124, pages 200-229, the same as if the above described road had been conveyed to the Amelia Island Plantation Community Association, Inc. by Amelia Island Company and designated as a "Common Property". The easement granted hereby shall terminate and cease to exist at such time as Amelia Island Company conveys to Amelia Island Plantation Community Association, Inc. a private road connecting the Condominium Property to a public road or highway and designates such private road as a "Common Property".

INSTR # 200339049
DR BK 01183 PG 0101

~~OFFICIAL RECORDS~~

BOOK 422 PAGE 386



LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE I

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A", PHASE I

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of said State Road 105 North 19°33'10" West, 1606.42 feet; thence North 70°26'50" East, 380.00 feet, thence South 86°50'17" East, 274.38 feet; thence North 36°57'50" East, 80.00 feet; thence North 47°01'50" East, 215.00 feet to the POINT OF BEGINNING: thence continue North 47°01'50" East, 371.50 feet; thence North 07°40'33" East, 123.58 feet to the Southerly right-of-way line of Beach Wood Road as shown on the plat of Beach Wood Unit 1, as recorded in Plat Book 4, Pages 25, 26 and 27 of said public records; thence Westerly along said Southerly right-of-way line of Beach Wood Road run the following three courses and distances: Course No.1, Westerly along and around the arc a curve concave Northwesterly and having a radius of 230.00 feet, an arc distance of 137.26 feet, said arc being subtended by a chord bearing and distance of South 81°34'46" West, 135.23 feet to the point of tangency of said curve: Course No.2, North 81°19'27" West, 94.18 feet to the point of curve of a curve to the left: Course No. 3, Westerly along and around the arc of said curve being concave Southerly and having a radius of 2407.07 feet, an arc distance of 53.64 feet, said arc being subtended by a chord bearing and distance of North 81°57'45" West, 53.64 feet; thence South 28°01'48" West, 149.60 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 570.00 feet, an arc distance of 100.23 feet, said arc being subtended by a chord bearing and distance of South 42°09'28" West, 100.10 feet to the point of tangency of said curve; thence South 47°11'43" West 22.00 feet; thence South 42°48'17" East, 213.04 feet to the POINT OF BEGINNING.

Containing 2.05 acres more or less.

Prepared by: Richard L. King, Registered
Land Surveyor #1375
3350 S. Fletcher, Unit I-4
Fernandina Beach, Fla., 32034

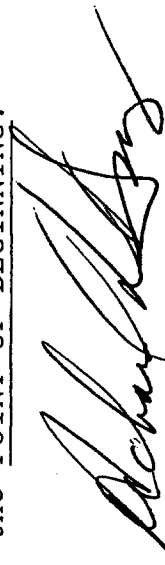
LINKSIDE VILLAS "A"
A CONDOMINIUM, PHASE II
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 1606.42 feet; thence North 70°26'50" East, 380.00 feet; thence South 86°50'17" East 198.08 feet to the POINT OF BEGINNING; thence continue South 86°50'17" East, 76.30 feet; thence North 36°57'50" East 80.00 feet; thence North 47°01'50" East, 215.00 feet; thence North 42°48'17" West, 213.94 feet; thence South 47°11'43" West, 28.00 feet to a point of curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 510.00 feet, an arc distance of 163.93 feet, said arc being subtended by a chord bearing and distance of South 56°24'13" West, 163.23 feet to the point of tangency of said curve; thence South 65°36'43" West, 80.19 feet to the point of curvature of a curve to the left; thence South 9°12'34" West, 174.10 feet; thence South 53°05'17" West, 81.45 feet to the POINT OF BEGINNING.

Containing 1.79 acres more or less.

Prepared by:



Richard L. King, Registered
Land Surveyor #1375

BOOK 438 674

OFFICIAL RECORDS

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE II

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 1606.42 feet; thence North 70°26'50" East, 380.00 feet; thence South 86°50'17" East 198.08 feet to the POINT OF BEGINNING; thence continue South 86°50'17" East, 76.30 feet; thence North 36°57'50" East 80.00 feet; thence North 47°01'50" East, 215.00 feet; thence North 42°48'17" West, 213.94 feet; thence South 47°11'43" West, 28.00 feet to a point of curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 510.00 feet, an arc distance of 163.93 feet, said arc being subtended by a chord bearing and distance of South 56°24'13" West, 163.23 feet to the point of tangency of said curve; thence South 65°36'43" West, 80.19 feet to the point of curvature of a curve to the left; thence South 9°12'34" West, 174.10 feet; thence South 53°05'17" West, 81.45 feet to the POINT OF BEGINNING.

Containing 1.79 acres more or less.

Prepared by:



Richard L. King, Registered
Land Surveyor #1375

485
774
BCC

OFFICIAL RECORDS

EXHIBIT 1-1

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE I

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A", PHASE I

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of said State Road 105 North 19°33'10" West, 1606.42 feet; thence North 70°26'50" East, 380.00 feet, thence South 86°50'17" East, 274.38 feet; thence North 36°57'50" East, 80.00 feet; thence North 47°01'50" East, 215.00 feet to the POINT OF BEGINNING; thence Southerly North 47°01'50" East, 371.50 feet; thence North 07°40'33" East, 123.58 feet to the Southerly right-of-way line of Beach Wood Road as shown on the plat of Beach Wood Unit 1, as recorded in Plat Book 4, Pages 25, 26 and 27 of said public records; thence Westerly along said Southerly right-of-way line of Beach Wood Road run the following three courses and distances: Course No.1, Westerly along and around the arc a curve concave Northwesterly and having a radius of 230.00 feet, an arc distance of 137.26 feet, said arc being subtended by a chord bearing and distance of South 81°34'46" West, 135.23 feet to the point of tangency of said curve; Course No.2, North 81°19'27" West, 94.18 feet to the point of curvature of a curve to the left: Course No. 3, Westerly along and around the arc of said curve being concave Southerly and having a radius of 2407.07 feet, an arc distance of 53.64 feet, said arc being subtended by a chord bearing and distance of North 81°57'45" West, 53.64 feet; thence South 28°01'48" West, 149.60 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 570.00 feet, an arc distance of 100.23 feet, said arc being subtended by a chord bearing and distance of South 42°09'28" West, 100.10 feet to the point of tangency of said curve; thence South 47°11'43" West 22.00 feet; thence South 42°48'17" East, 213.94 feet to the POINT OF BEGINNING.

Containing 2.05 acres more or less.

Prepared by: *Richard L. King*
Richard L. King, Registered
Land Surveyor #1375
3350 S. Fletcher, Unit I-4
Fernandina Beach, Fla., 32034



OFFICIAL RECORDS

LINKSIDE VILLAS

BOOK

477

286

1-4

A-10

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE II

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 1606.42 feet; thence North 70°26'50" East, 380.00 feet; thence South 86°50'17" East 198.08 feet to the POINT OF BEGINNING; thence continue South 86°50'17" East, 76.30 feet; thence North 36°57'50" East 80.00 feet; thence North 47°01'50" East, 215.00 feet; thence North 42°48'17" West, 213.94 feet; thence South 47°11'43" West, 28.00 feet to a point of curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 510.00 feet, an arc distance of 163.93 feet, said arc being subtended by a chord bearing and distance of South 56°24'13" West, 163.23 feet to the point of tangency of said curve; thence South 65°36'43" West, 80.19 feet to the point of curvature of a curve to the left; thence South 9°12'34" West, 174.10 feet; thence South 53°05'17" West, 81.45 feet to the POINT OF BEGINNING.

Containing 1.79 acres more or less.

Prepared by:

Richard L. King, Registered
Land Surveyor #1375



OFFICIAL RECORDS

107 277 800

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE III (Bldg.#5)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 538.33 feet to the POINT OF BEGINNING: thence North 36°57'30" East, 133.13 feet; thence North 86°50'17" West, 76.30 feet; thence North 53°05'17" West, 81.45 feet; thence North 09°12'34" West, 174.10 feet, thence South 25°02'55" West, 160.06 feet to a point of curvature of a curve to the right, thence along and around the arc of said curve being concave Northwesterly and having a radius of 160.00 feet, an arc distance of 123.34 feet, said arc being subtended by a chord bearing and distance of South 47°07'59" West, 120.31 feet to the point of tangency of said curve; thence South 69°13'03" West, 35.00 feet; thence South 08°34'57" East, 54.16 feet; thence North 73°55'33" East, 34.90 feet; thence South 49°42'07" East, 23.80 feet; thence South 81°09'30" East, 220.15 feet to the POINT OF BEGINNING.

Containing 1.02 acres more or less.

Prepared by: *Richard L. King*

Richard L. King, Reg. L.S. #1375

OFFICIAL RECORDS

BOOK 477 PAGE 137

OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0108

BOOK # 77 PAGE 142

EXHIBIT "E" Sheet 6

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE IV (Bldg. #6)

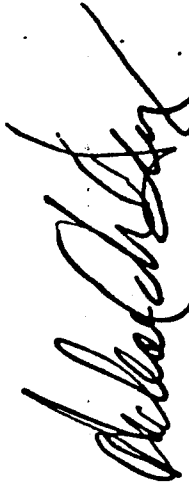
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeastly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; Thence along the North-easterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West 240.23 feet; thence North 50°12'04" West, 329.70 feet to the POINT OF BEGINNING; thence North 36°29'38" East, 133.40 feet; thence North 81°09'30" West 77.15 feet; thence North 49°42'07" West, 23.80 feet; thence South 73°55'33" West, 34.90 feet; thence North 08°34'57" West, 54.16 feet to point of curvature of a curve to the left, thence along and around the arc of said curve being concave Southeasterly and having a radius of 191.47 feet, and arc distance of 227.97 feet, said arc being subtended by a chord bearing and distance of South 35°06'29" West, 214.74 feet to the point of tangency of said curve; thence South 00°59'56" West, 37.05 feet; thence North, 78°38'16" East, 183.90 feet to the POINT OF BEGINNING.

Containing 0.63 acres more or less.

Prepared by:



Richard L. King, Registered L. S. #1375

INSTR # 200339049
OR BK 01183 PG 0109

OFFICIAL RECORDS

BOOK 177 PAGE 143

EXHIBIT "E" sheet 7

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE IV (POOL)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 & 15 of the public records of said county; thence along the North-easterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West 240.23 feet to the POINT OF BEGINNING; thence North 06°17'28" West, 298.10 feet; thence North 81°09'30" West, 143.00 feet; thence South 36°29'38" West, 133.40 feet; thence South 50°12'04" East, 329.70 feet to the POINT OF BEGINNING.

Containing 0.96 acres more or less.

Prepared by:



Richard L. King, Registered L.S. #1375

OFFICIAL RECORDS

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE V (Bldg. #7)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 240.23 feet to the POINT OF BEGINNING; thence North 50°12'04" West, 329.70 feet; thence North 78°38'16" East, 183.90 feet; to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius of 360.23 feet, an arc distance of 129.21 feet, said arc being subtended by a chord bearing and distance of South 09°16'37" East, 128.52 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius 296.40 feet, an arc distance of 184.16 feet, said arc being subtended by a chord bearing and distance of South 37°21'08" East, 181.21 feet to the point of tangency of said curve; thence North 15°26'52" East, 88.00 feet; thence North 49°08'52" East, 109.55 feet; thence South 72°57'08" East, 205.10 feet to the POINT OF BEGINNING.

Containing 1.26 acres more or less.

Prepared by:



Richard L. King, Registered L.S.#1375

BOOK 147 PAGE 148

OFFICIAL RECORDS

LINKSIDE VILLAS "A"
 A CONDOMINIUM, PHASE VI (Bldg. #8)
 NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 176.23 feet to the POINT OF BEGINNING; thence continue along bearing North 06°17'28" West, 64.00 feet; thence North 72°57'08" West, 205.10 feet; thence South 49°08'52" West, 109.55 feet; thence South 15°26'52" West, 88.00 feet; thence South 06°17'08" West, 313.40 feet to the POINT OF BEGINNING.

Containing 0.68 acres more or less.

PREPARED BY:



Richard L. King, Registered L.S. #1375

BOOK 477 PAGE 151

1110 PG 01103 PG 0111
 INSTR # 200339049
 OR BK 01103

EXHIBIT E SHEET 15

OFFICIAL RECORDS

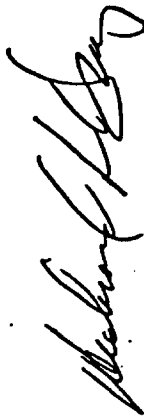
A PORTION OF
LINKSIDE VILLAS "A"
A CONDOMINIUM, PHASE VII (Bldg. #9)
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet to the POINT OF BEGINNING; thence continue along the same bearing North 19°33'10" West, 677.44 feet; thence North 70°26'50" East, 154.17 feet; thence North 69°13'03" East, 170.68 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave South-easterly and having a radius of 251.47 feet, an arc distance of 299.41 feet, said arc being subtended by a chord bearing and distance of South 35°06'29" West, 282.04 feet to the point of tangency of said curve; thence South 00°59'56" West, 37.05 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius of 420.23 feet, an arc distance of 150.73 feet, said arc being subtended by a chord bearing and distance of South 09°16'37" East, 149.93 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius of 356.40 feet, an arc distance of 221.44 feet, said arc being subtended by a chord bearing and distance of South 37°21'08" East, 217.89 feet to a point; thence North 34°50'55" East, 60.00 feet; thence South 06°44'08" East, 167.80 feet; thence South 70°26'50" West, 100.37 feet to the POINT OF BEGINNING.

Containing 1.63 acres more or less.

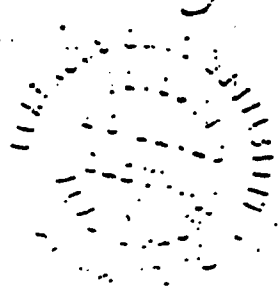
PREPARED BY:



Richard L. King, Registered L.S. #1375

BOOK 154

OFFICIAL RECORDS



A PORTION OF

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE VII (Bldg. # 9)

NASSAU COUNTY, FLORIDA

INKSIDE VILLAS "A"

portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows: COMMENCE at the intersection of the Northerly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Aagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 5 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet to the POINT OF BEGINNING; thence South 67°33'10" East, 150.00 feet; thence North 5°14'45" East, 187.50 feet; thence North 06°17'28" West, 176.23 feet; thence South 6°17'08" West, 313.40 feet; thence South 06°44'08" East, 167.80 feet to the POINT OF BEGINNING.

containing 1.46 acres more or less.

BOOK 156 PAGE 157

PREPARED BY: Richard L. King, Registered L.S.#1375

OFFICIAL RECORDS



A PORTION OF

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE VII (Bldg. #9)

NASSAU COUNTY, FLORIDA

INKSIDE VILLAS "A"

portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows: COMMENCE at the intersection of the Northerly right-of-way line of State Road 105 with the Northerly right-of-way line Beachagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet to the POINT OF BEGINNING; thence South 67°33'10" East, 150.00 feet; thence North 5°14'45" East, 187.50 feet; thence North 06°17'28" West, 176.23 feet; thence South 6°17'08" West, 313.40 feet; thence South 06°44'08" East, 167.80 feet to the POINT OF BEGINNING.

containing 1.46 acres more or less.

PREPARED BY:

Richard L. King, Registered L.S.#1375

191

EXHIBIT "A" SHEET 7

OFFICIAL RECORDS

A PORTION OF

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE VII (Bldg. #9)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 and 22, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet to the POINT OF BEGINNING; thence continue along the same bearing North 19°33'10" West, 677.44 feet; thence North 70°26'50" East, 154.17 feet; thence North 69°13'03" East, 170.68 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Southeasterly and having a radius of 251.47 feet, an arc distance of 299.41 feet, said arc being subtended by a chord bearing and distance of South 35°06'29" West, 282.04 feet to the point of tangency of said curve; thence South 00°59'56" West, 37.05 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius of 420.23 feet, an arc distance of 150.73 feet, said arc being subtended by a chord bearing and distance of South 09°16'37" East, 149.93 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius of 356.40 feet, an arc distance of 221.44 feet, said arc being subtended by a chord bearing and distance of South 37°21'08" East, 217.89 feet to a point; thence North 34°50'55" East, 60.00 feet; thence South 06°44'08" East, 167.80 feet; thence South 70°26'50" West, 100.37 feet to the POINT OF BEGINNING.

Containing 1.63 acres more or less.

PREPARED BY:



Richard L. King, Registered L.S. #1375

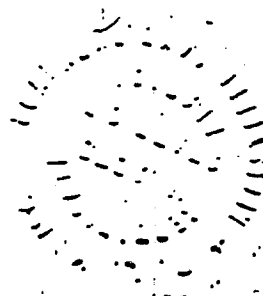
BOOK

177

PAGE

192

OFFICIAL RECORDS



177 193

LINKSIDE VILLAS "A"
A CONDOMINIUM, PHASE VI (Bldg. #8)
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 176.23 feet to the POINT OF BEGINNING; thence continue along bearing North 06°17'28" West, 64.00 feet; thence North 72°57'08" West, 205.10 feet; thence South 49°08'52" West, 109.55 feet; thence South 15°26'52" West, 88.00 feet; thence South 06°17'08" West, 313.40 feet to the POINT OF BEGINNING.

Containing 0.68 acres more or less.

PREPARED BY:
Richard L. King, Registered L.S. #1375

OFFICIAL RECORDS

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE V (Bidg. #7)

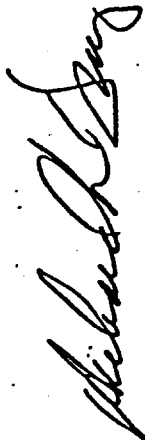
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 240.23 feet to the POINT OF BEGINNING; thence North 50°12'04" West, 329.70 feet; thence North 78°38'16" East, 183.90 feet; to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave North-easterly and having a radius of 360.23 feet, an arc distance of 129.21 feet, said arc being subtended by a chord bearing and distance of South 09°16'37" East, 128.52 feet to a point of curvature of a curve to the left, thence along and around the arc of said curve being concave Northeasterly and having a radius 296.40 feet, an arc distance of 184.16 feet, said arc being subtended by a chord bearing and distance of South 37°21'08" East, 181.21 feet to the point of tangency of said curve; thence North 15°26'52" East, 88.00 feet; thence North 49°08'52" East, 109.55 feet; thence South 72°57'08" East, 205.10 feet to the POINT OF BEGINNING.

Containing 1.26 acres more or less.

Prepared by:



Richard L. King, Registered L.S.#1375

BOOK 197 PAGE 194

INSTR # 200339049
OR BK 01183 PG 0117

EXHIBIT "A" SHEET 4

OFFICIAL RECORDS

BOOK 177 PAGE 195

EXHIBIT "A" sheet 3

LINKSIDE VILLAS "A"


A CONDOMINIUM, PHASE IV (POOL)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 & 15 of the public records of said county; thence along the North-easterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West 240.23 feet to the POINT OF BEGINNING; thence North 06°17'28" West, 298.10 feet; thence North 81°09'30" West, 143.00 feet; thence South 36°29'38" West, 133.40 feet; thence South 50°12'04" East, 329.70 feet to the POINT OF BEGINNING.

Containing 0.96 acres more or less.

Prepared by: 
Richard L. King, Registered L.S. #1375

OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0119

BOOK #77 PAGE 196

EXHIBIT "A" Sheet 2

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE IV (Bldg. #6)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeastly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 & 15 of the public records of said county; Thence along the North-easterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West 240.23 feet; thence North 50°12'04" West, 329.70 feet to the POINT OF BEGINNING; thence North 36°29'38" East, 133.40 feet; thence North 81°09'30" West 77.15 feet; thence North 49°42'07" West, 23.80 feet; thence South 73°55'33" West, 34.90 feet; thence North 08°34'57" West, 54.16 feet to point of curvature of a curve to the left, thence along and around the arc of said curve being concave Southeasterly and having a radius of 191.47 feet, and arc distance of 227.97 feet, said arc being subtended by a chord bearing and distance of South 35°06'29" West, 214.74 feet to the point of tangency of said curve; thence South 00°59'56" West, 37.05 feet; thence North 78°38'16" East, 183.90 feet to the POINT OF BEGINNING.

Containing 0.63 acres more or less.

Prepared by:



Richard L. King, Registered L. S. #1375

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE III (Bldg. #5)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeastly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 538.33 feet to the POINT OF BEGINNING: thence North 36°57'30" East, 133.13 feet; thence North 86°50'17" West, 76.30 feet; thence North 53°05'17" West, 81.45 feet; thence North 09°12'34" West, 174.10 feet, thence South 25°02'55" West, 160.06 feet to a point of curvature of a curve to the right, thence along and around the arc of said curve being concave Northwesterly and having a radius of 160.00 feet, an arc distance of 123.34 feet, said arc being subtended by a chord bearing and distance of South 47°07'59" West, 120.31 feet to the point of tangency of said curve; thence South 69°13'03" West, 35.00 feet; thence South 08°34'57" East, 54.16 feet; thence North 73°55'33" East, 34.90 feet; thence South 49°42'07" East, 23.80 feet; thence South 81°09'30" East, 220.15 feet to the POINT OF BEGINNING.

Containing 1.02 acres more or less.

Prepared by:

Richard L. King

Richard L. King, Reg. L.S. #1375

OFFICIAL RECORDS
EXHIBIT D-57

NASSAU COUNTY FLA
CLERK & ASS'T CLERK
T. J. GALE, M. J. BRY

1985 DEC 23 AM 3:00

FILED AND RECORDED
IN OFFICE

8143771

197
197

LINKSIDE VILLAS "A"

A CONDOMINIUM, PHASE III (Bldg. #5)

NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "A"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the North-easterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 and 15 of the public records of said county; thence along the Northeasterly right-of-way line of State Road 105 North 19°33'10" West, 986.42 feet; thence North 70°26'50" East, 100.37 feet; thence South 67°33'10" East, 150.00 feet; thence North 65°14'45" East, 187.50 feet; thence North 06°17'28" West, 538.33 feet to the POINT OF BEGINNING: thence North 36°57'30" East, 133.13 feet; thence North 86°50'17" West, 76.30 feet; thence North 53°05'17" West, 81.45 feet; thence North 09°12'34" West, 174.10 feet, thence South 25°02'55" West, 160.06 feet to a point of curvature of a curve to the right, thence along and around the arc of said curve being concave Northwesterly and having a radius of 160.00 feet, an arc distance of 123.34 feet, said arc being subtended by a chord bearing and distance of South 47°07'59" West, 120.31 feet to the point of tangency of said curve; thence South 69°13'03" West, 35.00 feet; thence South 08°34'57" East, 54.16 feet; thence North 73°55'33" East, 34.90 feet; thence South 49°42'07" East, 23.80 feet; thence South 81°09'30" East, 220.15 feet to the POINT OF BEGINNING.

Containing 1.02 acres more or less.

Prepared by: *Richard L. S.*

R. L. S. 01375

202

202

OFFICIAL RECORDS

BK 0562 PG 0334

OFFICIAL RECORDS

LINKSIDE VILLAS "B"
A CONDOMINIUM, PHASE I
NASSAU COUNTY, FLORIDA

LINKSIDE VILLAS "B"

A portion of Section 20 Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right-of-way line of State Road 105 with the Northerly right-of-way line Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, Pages 14 & 15 of the public records of said county; Thence along the Northeasterly right-of-way line of State Road 105 North $19^{\circ}33'10''$ West, 986.42 feet; thence North $70^{\circ}26'50''$ East, 100.37 feet; thence South $67^{\circ}33'10''$ East 150.00 feet; thence North $65^{\circ}14'45''$ East, 187.50 feet; thence North $06^{\circ}17'28''$ West 240.23 feet; thence North $50^{\circ}12'04''$ West, 329.70 feet to the POINT OF BEGINNING; thence North $36^{\circ}29'38''$ East, 133.40 feet; thence North $81^{\circ}09'30''$ West 77.15 feet; thence North $49^{\circ}42'07''$ West, 23.80 feet; thence South $73^{\circ}55'33''$ West, 34.90 feet; thence North $08^{\circ}34'57''$ West, 54.16 feet to point of curvature of a curve to the left, thence along and around the arc of said curve being concave Southeasterly and having a radius of 191.47 feet, and arc distance of 227.97 feet, said arc being subtended by a chord bearing and distance of South $35^{\circ}06'29''$ West, 214.74 feet to the point of tangency of said curve; thence South $00^{\circ}59'56''$ West, 37.05 feet; thence North $78^{\circ}38'16''$ East, 183.90 feet to the POINT OF BEGINNING.

Containing 0.63 acres more or less.

Prepared by:

Richard L. King
Richard L. King, Registered L. S. #1375

EX-50-201117
OFFICIAL RECORDS

LINKSIDE VILLAS B, A CONDOMINIUM

PHASE II

NASSAU COUNTY, FLORIDA

LEGAL DESCRIPTION FOR PHASE II:

All that portion of land situate, lying and being in Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described by metes and bounds as follows;

For a Point of Reference, commence at the intersection of the Northerly right of way line of State Road No. 105, also known as A-1-A, with the Northerly right of way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, pages 14 and 15 of the Public Records of said county and run thence North $19^{\circ}33'10''$ West a distance of 986.42 feet; thence run North $70^{\circ}26'50''$ East a distance of 100.37 feet; thence run South $67^{\circ}33'10''$ East a distance of 150.00 feet; thence run North $65^{\circ}14'45''$ East a distance of 187.50 feet; thence run North $06^{\circ}17'28''$ West a distance of 240.23 feet to the Point of Beginning; thence from the Point of Beginning thus described run North $72^{\circ}46'34''$ West a distance of 206.93 feet; thence run South $49^{\circ}08'52''$ West a distance of 109.55 feet; thence run South $81^{\circ}37'03''$ West a distance of 96.17 feet to a point lying on a curve concave to the Northeast and having a radius of 296.40 feet; thence run Northwesterly 82.90 feet along and around the arc of said curve with a chord bearing of North $27^{\circ}33'54''$ West a distance of 82.63 feet to the beginning of a compound curve concave to the East and having a radius of 360.23 feet; thence run Northwesterly 129.21 feet along and around the arc of said curve with a chord bearing of North $09^{\circ}16'37''$ West a distance of 128.52 feet; thence run North $78^{\circ}57'53''$ East a distance of 184.73 feet; thence run South $50^{\circ}12'04''$ East a distance of 329.70 feet to the Point of Beginning.

Said parcel of land contains 1.22 acres, more or less.

EXHIBIT A-1

BK0603PG1099

OFFICIAL RECORDS

LINKSIDE VILLAS B, A CONDOMINIUM

PHASE III

NASSAU COUNTY, FLORIDA

BOUNDARY DESCRIPTION: Phase III

All that portion of land situate, lying and being in Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described by metes and bounds as follows;

For a Point of Reference, commence at the intersection of the Northerly right of way line of State Road No. 105, also known as A-1-A, with the Northerly right of way line of Beach Lagoon Road North as shown on the plat of Beach Walker Village, Plat Book 4, pages 14 and 15 of the Public Records of said county and run thence North 19-33-10 West a distance of 986.42 feet; thence run North 70-26-50 East a distance of 100.37 feet; thence run South 67-33-10 East a distance of 150.00 feet; thence run North 65-14-45 East a distance of 187.50 feet; thence run North 06-17-28 West a distance of 176.23 feet to the Point of Beginning; thence from the Point of Beginning thus described continue North 6-17-28 West a distance of 64.00 feet; thence run North 72-46-33 West a distance of 206.93 feet; thence run South 49-08-52 West a distance of 109.55 feet; thence run South 81-37-03 West a distance of 96.17 feet to a point lying on a curve concave to the Northeast and having a radius of 296.40 feet; thence run Southeasterly 101.26 feet along and around the arc of said curve through a central angle of 19-34-27 with a chord bearing of South 45-21-52 East a distance of 100.77 feet; thence run South 86-36-31 East a distance of 175.24 feet; thence run North 72-51-35 East a distance of 142.36 feet to the Point of Beginning.

Said parcel of land contains 0.82 acres, more or less.

EXHIBIT A-1

BK0613PG0943

OFFICIAL RECORDS

LINKSIDE VILLAS B, A CONDOMINIUM

PHASE IV

TRACT A

NASSAU COUNTY, FLORIDA

BOUNDARY DESCRIPTION:

All that portion of land situate, lying and being in Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described by metes and bounds as follows:

For a Point of Reference, commence at the intersection of the Northerly right-of-way line of Beach Lagoon Road North as shown on the Plat of Beach Walker Village according to Plat Book 4, Pages 14 and 15 as recorded in the Public Records of Nassau County, Florida and run North 19 degrees 33 minutes 10 seconds West a distance of 986.42 feet; thence run North 70 degrees 26 minutes 50 seconds East a distance of 100.37 feet to the Point of Beginning; thence from the Point of Beginning thus described run South 67 degrees 33 minutes 10 seconds East a distance of 150.00 feet; thence run North 65 degrees 14 minutes 45 seconds East a distance of 187.50 feet; thence run North 6 degrees 17 minutes 28 seconds West a distance of 176.23 feet; thence run South 72 degrees 51 minutes 35 seconds West a distance of 142.36 feet; thence run North 86 degrees 36 minutes 31 seconds West a distance of 175.24 feet; thence run South 7 degrees 23 minutes 21 seconds East a distance of 166.19 feet to the Point of Beginning, containing 1.36 acres, more or less.

LITTLE DUNES SUBDIVISION, as recorded in the public records of Nassau County, Florida in Plat Book 5, page 340

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP - 1 - NORTH, RANGE - 28 - EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105/A-1-A (A 200' RIGHT-OF-WAY AS NOW ESTABLISHED) AND RUN SOUTH 19°33'10" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 323.72 FEET TO A POINT; THENCE RUN NORTH 89°59'50" EAST, A DISTANCE OF 212.24 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 105; THENCE RUN SOUTH 19°33'10" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 436.00 FEET TO A POINT; THENCE RUN NORTH 77°32'20" EAST, A DISTANCE OF 85.00 FEET TO A POINT; THENCE RUN SOUTH 31°55'00" EAST, A DISTANCE OF 369.60 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE SOUTH 31°55'00" EAST, A DISTANCE OF 240.26 FEET TO AN ANGLE POINT; THENCE RUN NORTH 60°45'15" EAST, A DISTANCE OF 126.55 FEET TO A POINT; THENCE RUN SOUTH 30°22'47" EAST, A DISTANCE OF 25.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 385.00 FEET; THENCE RUN SOUTHEASTERLY 38.04 FEET ALONG THE ARC OF SAID CURVE TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°32'57" EAST, 38.02 FEET; THENCE RUN NORTH 65°16'53" EAST, A DISTANCE OF 30.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY 41.08 FEET ALONG THE ARC OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°21'18" EAST, 36.61 FEET, TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 170.00 FEET; THENCE RUN NORTHEASTERLY 26.06 FEET ALONG THE ARC OF SAID CURVE, SAID COMPOUND CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°49'12" EAST, 26.03 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 338.45 FEET; THENCE RUN NORTHEASTERLY 56.01 FEET ALONG THE ARC OF SAID REVERSE CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°28'13" EAST, 55.95 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD (A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE RUN NORTH 21°16'15" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 63.48 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 502.46 FEET; THENCE RUN 122.77 FEET ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°16'15" WEST, 122.46 FEET; THENCE RUN NORTH 07°16'15" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 452.46 FEET; THENCE RUN 45.58 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, TO AN ANGLE POINT; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°00'26" WEST, 45.56 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY RUN SOUTH 74°13'12" EAST, A DISTANCE OF 195.21 FEET TO A POINT; THENCE RUN SOUTH 56°31'02" WEST, A DISTANCE OF 30.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 528.80 FEET; THENCE RUN SOUTHEASTERLY 3.45 FEET ALONG THE ARC OF SAID CURVE TO AN ANGLE POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°36'07" EAST, 3.45 FEET; THENCE RUN SOUTH 60°45'15" WEST, A DISTANCE OF 126.50 FEET TO THE POINT OF BEGINNING, THE LANDS THUS DESCRIBED CONTAINS 1.82 ACRES, MORE OR LESS.

LITTLE DUNES Phase Two as recorded in Plat Book 5, page 365 of the public records of Nassau County, Florida

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 25, LITTLE DUNES PHASE ONE, AS RECORDED IN PLAT BOOK 5, PAGE 340, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 31 DEGREES 55 MINUTES 00 SECONDS WEST A DISTANCE OF 80.09 FEET; THENCE NORTH 60 DEGREES 45 MINUTES 15 SECONDS EAST A DISTANCE OF 134.43 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 23 SECONDS WEST A DISTANCE OF 18.74 FEET TO A POINT OF CURVATURE; THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 233.64 FEET AND A DELTA OF 00 DEGREES 14 MINUTES, AN ARC DISTANCE OF 50.21 FEET (NORTH 26 DEGREES 18 MINUTES 45 SECONDS WEST, 50.11 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 28 MINUTES 06 SECONDS WEST A DISTANCE OF 35.19 FEET; THENCE NORTH 57 DEGREES 31 MINUTES 54 SECONDS EAST A DISTANCE OF 30.00 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A DELTA OF 58 DEGREES 21 MINUTES 34 SECONDS, AN ARC DISTANCE OF 30.56 FEET (SOUTH 61 DEGREES 38 MINUTES 53 SECONDS EAST, 29.25 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF COMPOUND CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 475.95 FEET AND A DELTA OF 16 DEGREES 39 MINUTES 04 SECONDS, AN ARC DISTANCE OF 138.32 FEET (NORTH 80 DEGREES 50 MINUTES 48 SECONDS EAST, 137.83 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 551.71 FEET AND A DELTA OF 04 DEGREES 26 MINUTES 13 SECONDS, AN ARC DISTANCE OF 42.72 FEET (NORTH 74 DEGREES 44 MINUTES 22 SECONDS EAST, 42.71 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE NORTH 76 DEGREES 57 MINUTES 29 SECONDS EAST A DISTANCE OF 23.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF BEACH WALKER ROAD; THENCE ON LAST LINE SOUTH 18 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 93.75 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ON LAST SAID LINE AND ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 452.46 FEET AND A DELTA OF 05 DEGREES 43 MINUTES 38 SECONDS, AN ARC DISTANCE OF 45.23 FEET TO THE NORTHERLY LINE OF TRACT "A", SAID LITTLE DUNES PHASE ONE; THENCE ON LAST SAID LINE SOUTH 74 DEGREES 13 MINUTES 12 SECONDS WEST A DISTANCE OF 195.22 FEET; THENCE SOUTH 56 DEGREES 31 MINUTES 02 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 828.80 FEET AND A DELTA OF 00 DEGREES 14 MINUTES 17 SECONDS, AN ARC DISTANCE OF 3.45 FEET (SOUTH 33 DEGREES 36 MINUTES 07 SECONDS EAST, 3.45 FEET, CHORD BEARING AND DISTANCE) TO THE NORTHERLY LINE OF SAID LOT 25; THENCE ON LAST SAID LINE SOUTH 60 DEGREES 45 MINUTES 15 SECONDS WEST A DISTANCE OF 126.59 FEET TO THE POINT OF BEGINNING.

LITTLE DUNES, phase three as recorded in the public records of Nassau County, Florida in Plat Book 5, page 56

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWESTERLY CORNER OF LOT 23, "LITTLE DUNES PHASE TWO", AS RECORDED IN PLAT BOOK 5, PAGE 365, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE N31°55'00"W, ALONG THE WESTERLY LINE OF SAID "LITTLE DUNES PHASE TWO" AND THE NORTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 369.60 FEET; THENCE N77°32'20"E A DISTANCE OF 128.51 FEET; THENCE N84°24'24"E A DISTANCE OF 78.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N84°24'24"E A DISTANCE OF 235.99 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD AS NOW LAID OUT AND IN USE; THENCE S18°46'15"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.43 FEET TO THE NORTHEASTERLY CORNER OF SAID "LITTLE DUNES PHASE TWO" AND THE NORTHERLY RIGHT-OF-WAY LINE OF LITTLE DUNES CIRCLE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES; (1) S76°57'29"W A DISTANCE OF 23.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 551.71 FEET; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°26'13", A DISTANCE OF 42.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 475.95 FEET; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°39'04", A DISTANCE OF 138.32 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; (4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°21'34", A DISTANCE OF 30.56 FEET; THENCE N32°28'06"W A DISTANCE OF 49.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 116.08 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°04'14", A DISTANCE OF 69.03 FEET TO THE POINT OF BEGINNING:

CONTAINING 0.6659 ACRES MORE OF LESS.

EXHIBIT D-66

LITTLE DUNES phase four as recorded in the public records of Nassau County, Florida in Plat Book 6, page 146.

A PARCEL OF LAND BEING LOCATED IN SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 23, LITTLE DUNES PHASE TWO, AS RECORDED IN PLAT BOOK 5, PAGE 365, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE N 31°55'00" W, ALONG THE WESTERLY LINE OF SAID LITTLE DUNES PHASE TWO, A DISTANCE OF 80.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 31°55'00" W A DISTANCE OF 289.51 FEET; THENCE N 77°32'20" E A DISTANCE OF 128.51 FEET; THENCE N 84°24'24" E A DISTANCE OF 78.44 FEET TO THE NORTHWESTERLY CORNER OF TRACT C, LITTLE DUNES PHASE THREE, AS RECORDED IN PLAT BOOK 6, PAGE 56, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A POINT ON A NON-TANGENT CURVE HAVING A RADIAL BEARING OF S 88°23'52" E, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 116.08 FEET AND A CENTRAL ANGLE OF 34°04'14"; THENCE ALONG SAID CURVE TO THE LEFT, 69.03 FEET, THE ARC OF SAID CURVE SUBTENDED BY A CHORD HAVING A LENGTH OF 68.01 FEET AND BEARS S 15°25'59" E, TO A POINT OF TANGENCY; THENCE S 32°28'06" E A DISTANCE OF 49.28 FEET; THENCE S 57°31'51" W A DISTANCE OF 30.00 FEET; THENCE S 32°28'06" E A DISTANCE OF 35.19 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.64 FEET AND A CENTRAL ANGLE OF 12°18'43"; THENCE ALONG SAID CURVE TO THE RIGHT, 50.21 FEET, THE ARC OF SAID CURVE SUBTENDED BY A CHORD HAVING A LENGTH OF 50.11 FEET AND BEARS S 26°18'43" E, TO A POINT OF TANGENCY; THENCE S 20°09'23" E A DISTANCE OF 18.74 FEET; THENCE S 60°45'15" W A DISTANCE OF 134.43 FEET TO THE POINT OF BEGINNING; CONTAINING 0.97 ACRES MORE OR LESS.

EXHIBIT D-67

LITTLE DUNES phase five as recorded in the public records of Nassau County, Florida in Plat Book 6, page 206.

CAPTION:

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LITTLE DUNES PHASE ONE, AS RECORDED IN PLAT BOOK 5, PAGE 340, OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE SOUTH 30°-33'-50" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LITTLE DUNES CIRCLE (A 30 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED
) A DISTANCE OF 25.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE AROUND
AND ALONG SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 38.04 FEET (SAID ARC BEING SUBTENDED BY
A CHORD BEARING AND DISTANCE OF SOUTH 27°-44'-01" EAST, 38.02 FEET) TO A POINT; THENCE NORTH 60°-05'-48" EAST, A DISTANCE OF 30.00
FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°-10'-21" EAST, 25.07 FEET) TO THE BEGINNING OF A CURVE
CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE AROUND AND ALONG SAID CURVE AN ARC DISTANCE OF 83.03 FEET (SAID
ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°-37'-10" EAST, 82.87 FEET) TO A POINT; THENCE SOUTH 33°-47'-51"
EAST, A DISTANCE OF 77.73 FEET TO A POINT LOCATED ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 114.99
FEET; THENCE AROUND AND ALONG SAID CURVE AN ARC DISTANCE OF 19.28 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF
NORTH 70°-22'-49" WEST, 19.24 FEET) TO A POINT; THENCE SOUTH 58°-41'-42" WEST, A DISTANCE OF 152.29 FEET TO A POINT; THENCE NORTH
28°-30'-02" WEST, A DISTANCE OF 199.90 FEET TO A POINT; THENCE NORTH 31°-33'-58" WEST, A DISTANCE OF 47.82 FEET TO THE SOUTHWEST
CORNER OF LOT 35, LITTLE DUNES PHASE ONE, AFOREMENTIONED; THENCE NORTH 60°-46'-17" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 35, A
DISTANCE OF 128.55 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.82 ACRES, MORE OR LESS, IN AREA.

CONDOMINIUM DRAWINGS
OCEAN CLUB VILLAS, A CONDOMINIUM Book 938 Page 1857
PHASE I

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD), AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 08°48'31" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 325.39 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°07'22" WEST AND A CHORD DISTANCE OF 62.87 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.21 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'22" WEST AND A CHORD DISTANCE OF 199.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 625.00 FEET; THENCE NORTHEASTERLY LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED OCEAN CLUB DRIVE (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'15" EAST AND A CHORD DISTANCE OF 69.30 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHERLY AND WESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 337.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°34'37" WEST AND A CHORD DISTANCE OF 137.33 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°35'04" WEST AND A CHORD DISTANCE OF 187.25 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 775.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 255.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°28'23" EAST AND A CHORD DISTANCE OF 254.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°10'27" EAST AND A CHORD DISTANCE OF 187.39 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 147.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°30'39" WEST AND A CHORD DISTANCE OF 146.85 FEET TO A POINT ON SAID CURVE; THENCE NORTH 53°57'44" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 701.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°45'00" WEST AND A CHORD DISTANCE OF 80.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 82°18'27" EAST, A DISTANCE OF 176.82 FEET; THENCE SOUTH 18°32'27" EAST, A DISTANCE OF 35.12 FEET; THENCE SOUTH 60°29'51" EAST, A DISTANCE OF 75.76 FEET; THENCE SOUTH 01°43'42" EAST, A DISTANCE OF 40.07 FEET; THENCE SOUTH 21°00'42" WEST, A DISTANCE OF 79.28 FEET; THENCE NORTH 68°59'18" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 21°00'42" WEST, A DISTANCE OF 15.84 FEET; THENCE SOUTH 17°55'37" WEST, A DISTANCE OF 33.32 FEET; THENCE SOUTH 51°28'08" WEST, A DISTANCE OF 60.05 FEET; THENCE SOUTH 77°27'04" WEST, A DISTANCE OF 80.38 FEET; THENCE NORTH 32°56'00" WEST, A DISTANCE OF 22.22 FEET; THENCE SOUTH 89°21'43" WEST, A DISTANCE OF 60.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.26 ACRES MORE OR LESS.



Bessent, Hammack & Ruckman, Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 1900 Corporate Square Boulevard
 Jacksonville, Florida 32216
 Phone (904) 721-2991 Fax (904) 721-0171
 Certification Number: LB 6739

EXHIBIT 'A'
 SHEET 2 OF 29

CONDOMINIUM DRAWINGS
OCEAN CLUB VILLAS, A CONDOMINIUM
PHASE II

Book 978 Page 1187

ART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING
E PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST
TERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE
LIC RECORDS OF SAID COUNTY IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT
VATE ROAD), AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK
PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH
48'31" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 325.39
T TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF
.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE
OF SAID CURVE, AN ARC DISTANCE OF 63.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING
NORTH 02°07'22" WEST AND A CHORD DISTANCE OF 62.87 FEET TO THE POINT OF REVERSE CURVE,
D CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.21 FEET; THENCE NORTHWESTERLY
TINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC
TANCE OF 207.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'22" WEST
A CHORD DISTANCE OF 199.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A
IUS OF 625.00 FEET; THENCE NORTHEASTERLY LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF
CH WOOD ROAD AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED OCEAN CLUB DRIVE (A
HT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.33
T, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'15" EAST AND A CHORD
TANCE OF 69.30 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING
ADIUS OF 80.00 FEET; THENCE NORTHERLY AND WESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-
WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 337.54 FEET; SAID ARC BEING
TENDED BY A CHORD BEARING OF NORTH 24°34'37" WEST AND A CHORD DISTANCE OF 137.33 FEET TO
JOINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET;
NCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF
D CURVE, AN ARC DISTANCE OF 202.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF
TH 24°35'04" WEST AND A CHORD DISTANCE OF 187.25 FEET TO THE POINT OF COMPOUND CURVE OF
RVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 775.00 FEET; THENCE NORTHEASTERLY
TINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC
TANCE OF 230.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°34'16" EAST
A CHORD DISTANCE OF 230.05 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING;
NCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN
DISTANCE OF 24.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°00'29"
T AND A CHORD DISTANCE OF 24.40 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE
THWESTERLY HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID
ERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.95 FEET,
D ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°10'27" EAST AND A CHORD DISTANCE OF
.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°21'43" EAST LEAVING SAID EASTERLY
HT-OF-WAY LINE, A DISTANCE OF 60.22 FEET; THENCE SOUTH 32°56'00" EAST, A DISTANCE OF 22.22
T; THENCE NORTH 77°27'04" EAST, A DISTANCE OF 80.38 FEET; THENCE NORTH 51°28'08" EAST, A
TANCE OF 60.05 FEET; THENCE NORTH 73°34'06" EAST, A DISTANCE OF 57.11 FEET; THENCE SOUTH
18'21" EAST, A DISTANCE OF 108.21 FEET; THENCE SOUTH 22°11'22" EAST, A DISTANCE OF 45.30
T; THENCE SOUTH 40°41'39" WEST, A DISTANCE OF 185.51 FEET; THENCE NORTH 68°15'39" WEST,
DISTANCE OF 59.15 FEET; THENCE SOUTH 85°50'54" WEST, A DISTANCE OF 253.99 FEET TO THE POINT
BEGINNING.

CONTAINING 1.55 ACRES MORE OR LESS.



Ruckman & Ruckman, Inc.
Landscape Architects - Surveyors
12216
Fax (904) 725-0171
LB 6739

EXHIBIT 'A'
SHEET 2 OF 29

CONDOMINIUM DRAWINGS
OCEAN CLUB VILLAS SOUTH, A CONDOMINIUM

Book 1046 Page 1086

OCEAN CLUB VILLAS SOUTH

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE NORTH 08°48'31" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 325.39 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°07'22" WEST AND A CHORD DISTANCE OF 62.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 208.21 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°30'47" WEST AND A CHORD DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 127.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°03'56" WEST AND A CHORD DISTANCE OF 125.06 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 625.00 FEET; THENCE NORTHEASTERLY LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED OCEAN CLUB DRIVE (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'15" EAST AND A CHORD DISTANCE OF 69.30 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 177.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°34'54" EAST AND A CHORD DISTANCE OF 143.46 FEET TO A POINT ON SAID CURVE; THENCE NORTH 68°34'50" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.82 FEET; THENCE NORTH 86°06'58" EAST ALONG A LINE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 318.99 FEET; THENCE SOUTH 03°30'07" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 237.00 FEET; THENCE SOUTH 86°30'53" WEST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 231.13 FEET; THENCE SOUTH 68°55'15" WEST, A DISTANCE OF 220.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.48 ACRES MORE OR LESS.

TOGETHER WITH

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS AND INSTALLING, REPAIRING AND RESTORING A PEDESTRIAN WALKWAY ON, OVER AND THROUGH THE REAL PROPERTY DESCRIBED BELOW ("EASEMENT AREA") SUBJECT TO: (I) ALL IMPROVEMENTS IN THE EASEMENT AREA BEING APPROVED BY THE OWNER OF THE FEE SIMPLE PROPERTY SUBJECT TO THE EASEMENT AND AREA (II) THE OWNER OF THE EASEMENT MAINTAINING THE IMPROVEMENTS IN THE EASEMENT AREA IN A FIRST CLASS MANNER SIMILAR TO THE MAINTENANCE OF SIMILAR WALKWAYS LOCATED ON AMELIA ISLAND PLANTATION.

A PART OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD AS SHOWN ON THE PLAT OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE NORTH 08°48'31" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 325.39 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°07'22" WEST AND A CHORD DISTANCE OF 62.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 208.21 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°30'47" WEST AND A CHORD DISTANCE OF 80.00 FEET TO A POINT ON SAID CURVE; THENCE NORTH 68°55'15" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.85 FEET; THENCE NORTH 86°30'53" EAST, A DISTANCE OF 231.13 FEET TO A POINT ON THE COASTAL CONSTRUCTION CONTROL LINE; THENCE NORTH 03°30'07" WEST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 136.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°30'07" WEST ALONG SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°50'46" EAST LEAVING SAID COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF 12.88 FEET; THENCE SOUTH 04°16'24" EAST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 25°44'06" EAST, A DISTANCE OF 9.60 FEET; THENCE NORTH 89°20'31" EAST, A DISTANCE OF 174.28 FEET; THENCE SOUTH 04°12'41" EAST, A DISTANCE OF 38.04 FEET; THENCE NORTH 86°35'07" EAST, A DISTANCE OF 77.47 FEET TO A POINT IN THE EROSION CONTROL LINE; THENCE SOUTH 03°24'53" EAST, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86°35'07" WEST, LEAVING SAID EROSION CONTROL LINE, A DISTANCE OF 92.26 FEET; THENCE NORTH 04°12'41" WEST, A DISTANCE OF 38.73 FEET; THENCE SOUTH 89°20'31" WEST, A DISTANCE OF 169.73 FEET; THENCE NORTH 25°44'06" WEST, A DISTANCE OF 17.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 5105 SQUARE FEET.



Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1906 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-5591 Fax (904) 725-0171
Certification Number LB 6739

EXHIBIT 'A'
SHEET 2 OF 30

REQ. NO. 97016.01

E: A93229A0ceanClubCondoA0CV3COND0501.dgn

EXHIBIT "A"

BK 0696 PG 1803
OFFICIAL RECORDS

PROPOSED PIPER DUNES, PHASE I

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF SEA DUNES, AS RECORDED IN OFFICIAL RECORDS VOLUME 424, PAGES 1 - 116, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING SITUATE ON A CURVE LEADING NORTHWESTERLY AND LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF BEACHWALKER ROAD, (A 50 FOOT ACCESS ROAD AS NOW ESTABLISHED); THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. ONE (1); THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 383.10 FEET, AN ARC LENGTH OF 23.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 33' 07" WEST, 23.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. TWO (2); THENCE NORTH 16° 16' 15" WEST, 81.78 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, COURSE NO. THREE (3); THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1457.39 FEET, AN ARC LENGTH OF 127.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18° 46' 15" WEST, 127.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. FOUR (4); THENCE NORTH 21° 16' 15" WEST, 25.00 FEET; THENCE NORTH 74° 27' 58" EAST, DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE, 216.82 FEET; THENCE NORTH 41° 53' 17" EAST, 125.30 FEET; THENCE SOUTH 19° 30' 05" EAST, 220.34 FEET TO A POINT SITUATE ON THE NORTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID SEA DUNES; THENCE IN A SOUTHWESTERLY DIRECTION ALONG LAST SAID LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. ONE (1); THENCE SOUTH 79° 46' 08" WEST, 53.20 FEET; THENCE SOUTH 52° 46' 08" WEST, 295.26 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 1.54 ACRES, MORE OR LESS.

0X0696PG1821

OFFICIAL RECORDS

PROPOSED PIPER DUNES PHASE II

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF SEA DUNES, AS RECORDED IN OFFICIAL RECORDS VOLUME 424, PAGES 1 - 116, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING SITUATE ON A CURVE LEADING NORTHWESTERLY AND LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF BEACHWALKER ROAD, (A 50 FOOT ACCESS ROAD AS NOW ESTABLISHED); THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (#4) COURSES AND DISTANCES: COURSE NO. ONE (#1); THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 383.10 FEET, AN ARC LENGTH OF 23.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 33' 02" WEST, 23.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. TWO (#2); THENCE NORTH 16° 16' 15" WEST, 81.78 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, COURSE NO. THREE (#3); THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1457.39 FEET, AN ARC LENGTH OF 127.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18° 46' 15" WEST, 127.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. FOUR (#4); THENCE NORTH 21° 16' 15" WEST, 25.00 FEET TO THE POINT OF BEGINNING; THENCE IN NORTHWESTERLY DIRECTION CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (#3) COURSES AND DISTANCES: COURSE NO. ONE (#1); THENCE NORTH 21° 16' 15" WEST, 73.84 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, COURSE NO. TWO (#2); THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 452.46 FEET, AN ARC LENGTH OF 110.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 16' 15" WEST, 110.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. THREE (#3); THENCE NORTH 07° 16' 15" WEST, 22.81 FEET; THENCE NORTH 72° 29' 10" EAST, DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE, 159.90 FEET; THENCE SOUTH 17° 30' 50" EAST, 50.97 FEET; THENCE NORTH 84° 23' 16" EAST, 167.11 FEET; THENCE SOUTH 07° 40' 12" EAST, 32.00 FEET; THENCE SOUTH 19° 30' 05" EAST, 33.00 FEET; THENCE NORTH 41° 53' 17" EAST, 125.30 FEET; THENCE NORTH 74° 27' 58" EAST, 216.82 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 1.26 ACRES, MORE OR LESS.

EXHIBIT E

SHEET 2

EXHIBIT "A"

BK 0761 PG 0604

OFFICIAL RECORDS

PIPER DUNES NORTH PHASE I

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 1,
TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID
PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF
LITTLE DUNES PHASE ONE; AS RECORDED IN PLAT BOOK 5, PAGE 340
OF THE PUBLIC RECORDS OF SAID COUNTY, AND POINT ON A CURVE;
THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF BEACH WALKER
ROAD, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AROUND AND
ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF
452.46 FEET AND A DELTA OF 05 DEGREES 43 MINUTES 38 SECONDS,
AN ARC DISTANCE OF 45.23 FEET (A CHORD BEARING AND DISTANCE
OF NORTH 15 DEGREES 54 MINUTES 26 SECONDS WEST, 45.21 FEET)
TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71
DEGREES 13 MINUTES 45 SECONDS EAST, 50.00 FEET TO THE
EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WALKER ROAD, AND THE
POINT OF BEGINNING; THENCE ON SAID EASTERLY RIGHT-OF-WAY
LINE, NORTH 18 DEGREES 46 MINUTES 15 SECONDS WEST, 67.96
FEET; THENCE NORTH 84 DEGREES 49 MINUTES 57 SECONDS EAST,
210.28 FEET; THENCE SOUTH 02 DEGREES 49 MINUTES 44 SECONDS
EAST, 30.00 FEET; THENCE NORTH 87 DEGREES 10 MINUTES 16
SECONDS EAST, 75.00 FEET; THENCE NORTH 37 DEGREES 19 MINUTES
48 SECONDS EAST, 60.40 FEET; THENCE NORTH 07 DEGREES 40
MINUTES 12 SECONDS WEST, 68.61 FEET; THENCE NORTH 82 DEGREES
19 MINUTES 48 SECONDS EAST, 60.00 FEET; THENCE SOUTH 07
DEGREES 40 MINUTES 12 SECONDS EAST, 80.00 FEET; THENCE SOUTH
82 DEGREES 19 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE
SOUTH 07 DEGREES 40 MINUTES 12 SECONDS EAST, 199.22 FEET;
THENCE SOUTH 84 DEGREES 23 MINUTES 16 SECONDS WEST, 145.11
FEET; THENCE NORTH 73 DEGREES 28 MINUTES 59 SECONDS WEST,
25.98 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES 27 SECONDS
WEST, 164.44 TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH
WALKER ROAD; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTH
07 DEGREES 16 MINUTES 15 SECONDS WEST, 17.54 FEET TO A POINT
OF CURVATURE; THENCE CONTINUE ON SAID RIGHT-OF-WAY LINE,
AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A
RADIUS OF 502.46 FEET AND A DELTA OF 11 DEGREES 30 MINUTES 00
SECONDS, AN ARC DISTANCE OF 100.85 FEET (A CHORD BEARING AND
DISTANCE OF NORTH 13 DEGREES 01 MINUTES 15 SECONDS WEST,
100.68 FEET) TO THE POINT OF BEGINNING.



EXHIBIT "A"

BK0790PG0038
OFFICIAL RECORDS

PIPER DUNES NORTH PHASE II

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF LITTLE DUNES PHASE ONE, AS RECORDED IN PLAT BOOK 5, PAGE 340 OF THE PUBLIC RECORDS OF SAID COUNTY, AND POINT ON A CURVE; THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 452.46 FEET AND A DELTA OF 05 DEGREES 43 MINUTES 38 SECONDS, AN ARC DISTANCE OF 45.23 FEET (A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 54 MINUTES 26 SECONDS WEST, 45.21 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71 DEGREES 13 MINUTES 45 SECONDS EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WALKER ROAD; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 18 DEGREES 46 MINUTES 15 SECONDS WEST, 67.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 126.00 FEET; THENCE NORTH 83 DEGREES 29 MINUTES 50 SECONDS EAST, 379.33 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 12 SECONDS EAST, 50.00 FEET, THENCE SOUTH 82 DEGREES 19 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 12 SECONDS EAST, 68.61 FEET; THENCE SOUTH 37 DEGREES 19 MINUTES 48 SECONDS WEST, 60.40 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 16 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 49 MINUTES 44 SECONDS WEST, 30.00 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 57 SECONDS WEST, 210.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

BK0790PG0039
OFFICIAL RECORDS

PIPER DUNES NORTH PHASE I AND PHASE II TOGETHER

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 1,
TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID
PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF
LITTLE DUNES PHASE ONE, AS RECORDED IN PLAT BOOK 5, PAGE 340
OF THE PUBLIC RECORDS OF SAID COUNTY, AND POINT ON A CURVE;
THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF BEACH WALKER
ROAD, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AROUND AND
ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF
452.46 FEET AND A DELTA OF 03 DEGREES 43 MINUTES 38 SECONDS,
AN ARC DISTANCE OF 45.23 FEET (A CHORD BEARING AND DISTANCE
OF NORTH 15 DEGREES 54 MINUTES 26 SECONDS WEST, 45.21 FEET)
TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71
DEGREES 13 MINUTES 45 SECONDS EAST, 50.00 FEET TO THE
EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WALKER ROAD, AND THE
POINT OF BEGINNING; THENCE ON SAID EASTERLY RIGHT-OF-WAY
LINE, NORTH 18 DEGREES 46 MINUTES 15 SECONDS WEST, 193.96
FEET; THENCE NORTH 83 DEGREES 29 MINUTES 50 SECONDS EAST,
379.33 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 12 SECONDS
EAST, 50.00 FEET; THENCE NORTH 82 DEGREES 19 MINUTES 48
SECONDS EAST, 30.00 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES
12 SECONDS EAST, 80.00 FEET; THENCE SOUTH 82 DEGREES 19
MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE SOUTH 07 DEGREES
40 MINUTES 12 SECONDS EAST, 199.22 FEET; THENCE SOUTH 84
DEGREES 23 MINUTES 16 SECONDS WEST, 145.11 FEET; THENCE NORTH
73 DEGREES 28 MINUTES 59 SECONDS WEST, 25.98 FEET; THENCE
SOUTH 86 DEGREES 51 MINUTES 27 SECONDS WEST, 164.44 TO THE
EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WALKER ROAD; THENCE
ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 07 DEGREES 16
MINUTES 15 SECONDS WEST, 17.54 FEET TO A POINT OF CURVATURE;
THENCE CONTINUE ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG
A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 502.46
FEET AND A DELTA OF 11 DEGREES 30 MINUTES 00 SECONDS, AN ARC
DISTANCE OF 100.85 FEET (A CHORD BEARING AND DISTANCE OF
NORTH 13 DEGREES 01 MINUTES 15 SECONDS WEST, 100.68 FEET) TO
THE POINT OF BEGINNING.

THE POINTE AT SOUND POINT, a subdivision recorded in the public records of Nassau County at Plat Book 5, page 155

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°-42'-10" EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH 15°-01'-01" EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH 84°-57'-25" WEST, 24.91 FEET; (2) SOUTH 79°-22'-33" WEST, 44.37 FEET; (3) SOUTH 83°-11'-45" WEST, 31.79 FEET; (4) NORTH 89°-19'-39" WEST, 57.10 FEET; (5) SOUTH 82°-48'-27" WEST, 34.41 FEET; (6) SOUTH 35°-16'-53" WEST, 39.26 FEET, (7) SOUTH 27°-11'-11" WEST, 33.64 FEET; (8) SOUTH 49°-30'-37" EAST, 28.56 FEET; (9) SOUTH 76°-56'-02" EAST, 51.02 FEET; (10) SOUTH 44°-39'-25" EAST, 40.02 FEET; (11) SOUTH 69°-43'-33" WEST, 20.71 FEET; (12) NORTH 82°-32'-44" WEST, 73.13 FEET; (13) NORTH 89°-21'-37" WEST, 70.24 FEET; (14) SOUTH 79°-41'-52" WEST, 67.74 FEET; (15) SOUTH 89°-34'-59" WEST, 45.10 FEET; (16) SOUTH 88°-38'-18" WEST, 40.44 FEET; (17) NORTH 88°-58'-58" WEST, 57.76 FEET; (18) SOUTH 85°-58'-30" WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 167.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°-24'-12" WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

A portion of Sections 21 and 22, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference, commence at the most Northerly corner of Lot 39, Sea Marsh Village, Unit 1, as recorded in Plat Book 4, Pages 11, 12 and 13 of the Public Records of said County, said point lying in the Southeasterly right-of-way line of Sea Marsh Road (Parcel B, a private road), a 60.0 foot right-of-way as now established, said point lying in a curve, said curve being concave Southeasterly and having a radius of 320.0 feet; thence Northeasterly along and with the arc of said curve an arc distance of 24.95 feet, said arc being subtended by a chord bearing of North $32^{\circ}48'26''$ East and a chord distance of 24.94 feet to the point of tangency of said curve; thence North $55^{\circ}18'43''$ West a distance of 60.0 feet to a point in the Northwesterly right-of-way line of said Sea Marsh Road; run thence North $34^{\circ}41'17''$ East along said Northwesterly right-of-way line a distance of 130.73 feet to the point of beginning.

From the point of beginning thus described, thence run North $52^{\circ}35'29''$ West, a distance of 144.21 feet; thence run North $30^{\circ}07'01''$ West, a distance of 190.93 feet; thence North $23^{\circ}19'23''$ East, a distance of 95.59 feet; thence South $45^{\circ}50'53''$ East, a distance of 100.0 feet; thence North $88^{\circ}43'01''$ East, a distance of 249.03 feet; run thence South $81^{\circ}23'11''$ East, a distance of 20.40 feet; thence run North $74^{\circ}21'03''$ East, a distance of 102.61 feet; thence run South $87^{\circ}33'13''$ East, a distance of 200.81 feet; thence run South $71^{\circ}35'53''$ East, a distance of 310.23 feet; thence run South $85^{\circ}52'19''$ East, a distance of 192.76 feet; thence run South $69^{\circ}55'41''$ East, a distance of 97.0 feet; thence run South $14^{\circ}01'29''$ East a distance of 104.05 feet to a point lying in the Northerly right-of-way line of the aforesaid Sea Marsh Road; thence run South $87^{\circ}47'25''$ West along said Northerly right-of-way line, a distance of 113.85 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 770.0 feet; thence Northwesterly along and with the arc of said curve an arc distance of 233.62 feet, said arc being subtended by a chord bearing of

EXHIBIT "A"

INSTR # 200339049
OR BK 01183 PG 0141

North $83^{\circ}31'05''$ West and a chord distance of 232.72 feet to the point of tangency of said curve; thence on a tangent bearing of North $74^{\circ}49'35''$ West along said Northerly right-of-way line a distance of 29.99 feet to the P.C. of a curve to the left, said curve being concave Southwesterly and having a radius of 2030.00 feet; thence Northwesterly along and with the arc of said curve an arc distance of 241.52 feet, said arc being subtended by a chord bearing of North $78^{\circ}14'05''$ West and a chord distance of 241.37 feet to the point of tangency of said curve; thence on a tangent bearing of North $81^{\circ}38'35''$ West along said Northerly right-of-way line a distance of 169.03 feet to the P.C. of a curve to the left, said curve being concave Southeasterly and having a radius of 280.0 feet and a central angle of $63^{\circ}40'08''$; thence Southwesterly along and with the arc of said curve an arc distance of 311.14 feet, said arc being subtended by a chord bearing of South $66^{\circ}31'21''$ West and a chord distance of 295.38 feet to the point of tangency of said curve; thence on a tangent bearing of South $34^{\circ}41'17''$ West, run a distance of 39.28 feet to the point of beginning.

The lands thus described contain 4.57 acres more or less.

BOOK 259 PAGE 270

SANDCASTLES CONDOMINIUM ~ PHASE I

OFFICIAL RECORDS

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida: For a Point of Reference, commence at the Northwest corner of lands designated as the Beach Club, as shown on survey by Charles Bassett & Associates, Inc., dated March 22, 1974, File No. S-1829, said point lying and being the P. C. of a curve, as shown on Beachwood Road, a 60' right-of-way as now established, as recorded in Plat of Beachwood Village, Unit 1, Plat Book 4, Pages 25, 26 and 27; thence North-easterly along the arc of said curve, having a radius of 430.0', an arc distance of 307.33', said arc being subtended by a chord bearing of N. 8° 49' 35" E., and a chord distance of 300.83' to a point of reverse curve to the right, said curve being concave Northeasterly and having a radius of 889.40'; thence Northwesterly continuing along said Easterly right-of-way line, an arc distance of 51.52', said arc being subtended by a chord bearing of N. 9° 59' 21" W., and a chord distance of 51.51'; thence continue along said Easterly right-of-way line and along the arc of said curve, concave Northeasterly and having a radius of 889.40', an arc distance of 61.54', said arc being subtended by a chord bearing of N. 6° 20' 51" W., and a chord distance of 61.52' to the Point of Tangency of said curve; thence on a tangent bearing of N. 4° 21' 55" W., continuing along said Easterly right-of-way line, a distance of 145.00' to the Point of Beginning; from the Point of Beginning thus described, continue along said Easterly right-of-way line N. 4° 21' 55" W., a distance of 311.71' to the P. C. of a curve to the left, said curve being concave Southwesterly and having a radius of 530.0'; thence Northwesterly along said Easterly right-of-way line, an arc distance of 82.26', said arc being subtended by a chord bearing of N. 8° 48' 41" W., and a chord distance of 82.17'; run thence N. 83° 26' 04" E., parallel with the Northerly boundary of said lands designated as Beach Club, a distance of 595.0', more or less, to the Atlantic Ocean; thence Southerly along said Atlantic Ocean, a distance of 446.0', more or less, to a line bearing N. 83° 26' 04" E., parallel with the Northerly line and 445.00' Southerly of when measured at right angles to said North line; thence S. 83° 26' 04" W., a distance of 187', more or less, to the coastal construction setback line; thence N. 55° 25' 27" W., a distance of 151.59'; thence S. 73° 30' 00" W., a distance of 280.00' to the Point of Beginning.

SANDCASTLES CONDOMINIUM ~ PHASE II

EXHIBIT "I"

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida: For a Point of Reference, commence at the Northwest corner of lands designated as the Beach Club, as shown on survey by Charles Bassett & Associates, Inc., dated March 22, 1974, File No. S-1829 said point lying and being the P. C. of a curve, as shown on Beachwood Road, a 60' right-of-way as now established, as recorded in Plat of Beachwood Village, Unit 1, Plat Book 4, Pages 25, 26 and 27; thence North-easterly along the arc of said curve, having a radius of 430.0', an arc distance of 307.33', said arc being subtended by a chord bearing of N. 8° 49' 35" E., and a chord distance of 300.83'; to a point of reverse curve to the right, said curve bearing concave Northeasterly and having a radius of 889.40'; thence Northwesterly continuing along said Easterly right-of-way line, an arc distance of 51.52', said arc being subtended by a chord bearing of N. 9° 59' 21" W., and a chord distance of 51.51' to the Point of Beginning; from the Point of Beginning thus described, continue along said Easterly right-of-way line and along the arc of said curve, concave Northeasterly and having a radius of 889.40', an arc distance of 61.54', said arc being subtended by a chord bearing of N. 4° 21' 55" W., continuing along said Easterly right-of-way line, a distance of 145.00'; thence on a tangent bearing of N. 4° 21' 55" W., continuing along said Easterly right-of-way line, a distance of 151.59' to the coastal construction thence N. 73° 30' 00" E., a distance of 280.00'; thence S. 55° 25' 27" E., a distance of 151.59' to the coastal construction setback line; thence N. 83° 26' 04" E., parallel with and 155.00' Northerly of when measured at right angles to a line which bears N. 83° 26' 04" E., from the Point of Beginning, a distance of 187.0', more or less, to the Atlantic Ocean; thence Southerly along said Atlantic Ocean, a distance of 155.0', more or less, to a line which bears N. 83° 26' 04" E., from the Point of Beginning; thence S. 83° 26' 04" W., a distance of 573.0', more or less, to the Point of Beginning.

Jim Harrison & Associates, Inc.
LAND SURVEYORS - 101 SAVERI AOWNS WAY BOX 40 JACKSONVILLE FLORIDA 32276 904 381-0770

SEA DUNES CONDOMINIUM

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA

CONDOMINIUM PROPERTY, BOUNDARY
PARCEL 3

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the westerly right-of-way line of State Road No. 105 (AIA), a 200' right-of-way as now established with the North line of said Section 1, thence S. 19° 33' 10" E. along the westerly right-of-way line of said State Road No. 105, 323.72'; thence N. 89° 59' 50" E., 212.24' to the Easterly right-of-way line of said State Road No. 105; thence S. 19° 33' 10" E., along said Easterly right-of-way line, 436.00' to the Northwesterly corner of those lands described and recorded in Official Records, Book 306, Page 267 of the records of said County; run thence N. 77° 32' 20" E., along the Northerly line of said lands described in Official Records, Book 306, Page 267, 213.51 Feet; thence N. 84° 24' 24" E., continue along last said line 334.00' to the most Southerly corner of the lands known as Villa Parcel 30; thence N. 83° 29' 50" E., continue along the Northerly line of said lands described in Official Records, Book 306, Page 267, 279.54' to a point, in that certain design base line; run thence S. 10° 13' 11" E., along said design base line, a distance of 672.16' to a point for Point of Beginning. From the Point of Beginning thus described run N. 52° 46' 08" E. a distance of 98.90' to a point; run thence Southeasterly, along the arc of a curve, concave Southwesterly, having a radius of 286.48', a chord distance 51.93', to the point of reverse curvature of said curve the bearing of the aforementioned chord being S. 39° 31' 52" E.; run thence Southeasterly, along the arc of a curve, concave Northeasterly, having a radius of 286.48', a chord distance of 46.95', to the point of reverse curvature of said curve, the bearing of the aforementioned chord being S. 39° 01' 52" E.; run thence Southeasterly, along the arc of a curve, concave Southwesterly, having a radius of 286.48", a chord distance of 90.12', to the point of compound curvature of said curve, the bearing of the aforementioned chord being S. 34° 40' 52" E.; run thence Southeasterly along the arc of a curve, concave Southwesterly, having a radius of 60.00', a chord distance of 46.98' to the point of reverse curvature of said curve, the bearing of the aforementioned chord being S. 02° 34' 52" E.; run thence Southwesterly along the arc of a curve, concave Southeasterly, having a radius of 75.00', a chord distance of 45.18', to the point of reverse curvature of said curve, the bearing of the aforementioned chord being S. 02° 56' 49" W.; run thence Southeasterly, along the arc of a curve, concave Southwesterly, having a radius of 75.00', a chord distance of 23.35', to the point

EXHIBIT D-81

OFFICIAL RECORDS

BOOK 424 PAGE 45

PREPARED BY:

ALL AMERICAN SURVEYORS, INC.
LAND SURVEYORS
8202 WESTERN WAY CIRCLE SUITE 111
JACKSONVILLE, FLORIDA 32216
(904) 731-0722

EXHIBIT C SHEET 1

SEA DUNES CONDOMINIUM

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, AND A PORTION OF SECTION
6, TOWNSHIP 1 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA

PAGE 2

of reverse curvature of the aforementioned curve, the bearing of the aforementioned chord being S. 05° 37' 29" E.; run thence Southeasterly along the arc of a curve, concaved Northeasterly having a radius of 176.29', a chord distance of 79.97', to a point, the bearing of the aforementioned chord being S. 09° 46' 40" E.; run thence S. 79° 46' 08" W. a distance of 41.00' to a point; run thence N. 82° 13' 52" W. a distance of 308.29' to a point in the Easterly right-of-way line of that certain access road (a 50' right-of-way); run thence Northwesterly, along the arc of a curve and along the Easterly right-of-way line of said access road, concaved Southwesterly, (having a radius of 383.10', a chord distance of 142.10', to a point, the bearing of the aforementioned chord being N. 02° 08' 36" W; run thence N. 52° 46' 08" E., a distance of 179.36' to the Point of Beginning.

The above described lands containing 1.86 acres, more or less.

EXHIBIT D-82

INSTR # 200339049
OR BK 01183 PG 0145

ORIGINAL RECORD

BOOK

424

PAGE

46

PREPARED BY:
ALL AMERICAN SURVEYORS, INC.
LAND SURVEYORS
8282 WESTERN WAY CIRCLE SUITE III
JACKSONVILLE, FLORIDA 32216
(904) 731-0722

EXHIBIT C SHEET 2

OFFICIAL RECORDS

EXHIBIT "A"

BOOK 191 PAGE 359

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For a point of reference, commence at the North east corner of Lot 24 as shown on map of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the current public records of Nassau County, Florida. Thence run South $3^{\circ}08'31''$ East along the east line of said Lot 24 which is the westerly right of way line of Beach Walker Road (also known as Parcel B) a distance of 109.75 feet to the P.C. of a curve to the right; thence run North $86^{\circ}51'29''$ East along a line radial to said curve a distance of 50.0 feet to a point in the easterly right of way line of said Beach Walker Road, said point also being the P.C. of a curve to the right; said curve being concave to the northwest and having a radius of 135.0 feet, said point also being the point of beginning of lands described herein.

From the point of beginning thus described, thence run Southwesterly along and with the arc of said curve an arc distance of 116.15 feet, said arc being subtended by a chord bearing of South $21^{\circ}30'21''$ West and a chord distance of 112.60 feet; thence departing from said right of way line, run South $1^{\circ}0'0''$ West a distance of 233.59 feet; thence South $87^{\circ}13'05''$ East a distance of 225.11 feet; thence North $1^{\circ}0'0''$ East a distance of 277.00 feet; thence North $89^{\circ}0'0''$ West a distance of 134.70 feet; thence North $35^{\circ}22'04''$ West a distance of 85.76 feet to the point of beginning.

Lands thus described contain 1.446 acres more or less.

EXHIBIT "1" TO FIRST AMENDMENT BY SPONSOR
TO DECLARATION OF CONDOMINIUM

A portion of Section One (1), Township 1 North, Range 28 East and Section Twenty Two (22), Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the northeast corner of Lot 24 as shown on map of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of Nassau County, Florida; thence run south $3^{\circ}8'31''$ east along the east lines of said Lot 24 which is also the westerly right of way line of Beach Walker Road (also known as Parcel B) a distance of 109.75 feet to the P.C. of a curve to the right; thence run north $86^{\circ}51'29''$ East along a line which is radial to said curve a distance of 50.0 feet to a point in the easterly right of way line of said Beach Walker Road, said point also being the P.C. of a curve to the right, said curve being concave to the northwest and having a radius of 135.00 feet; thence run southwesterly along the arc of said curve, an arc distance of 116.15 feet, said arc being subtended by a chord bearing of South $21^{\circ}30'21''$ West and a chord distance of 112.60 feet; thence departing from said right of way line, run South $1^{\circ}0'0''$ West a distance of 233.59 feet to the point of beginning.

From the point of beginning thus described, run thence South $23^{\circ}23'29''$ West a distance of 237.39 feet; thence North $89^{\circ}0'0''$ West a distance of 47 feet to a point in the Easterly right of way line of the aforementioned Beach Walker Road; said point lying and being in a curve concave to the Southeast and having a radius of 325 feet; thence southwesterly along and with the arc of said curve, an arc distance of 113.78 feet, said arc being subtended by a chord bearing of South $30^{\circ}11'22''$ West and a chord distance of 113.20 feet; thence departing from said

right of way line, run South $56^{\circ}43'39''$ East a distance of 96.90 feet; thence South $89^{\circ}0'0''$ East a distance of 201.78 feet; thence North $55^{\circ}55'43''$ East a distance of 274.01 feet; thence North $12^{\circ}57'09''$ West a distance of 78.56 feet; thence North $58^{\circ}11'36''$ East a distance of 26.15 feet; thence North $13^{\circ}0'40''$ East a distance of 27.53 feet; thence North $38^{\circ}54'58''$ West a distance of 27.53 feet; thence North $49^{\circ}48'45''$ West a distance of 19.51 feet; thence North $74^{\circ}15'09''$ West a distance of 14.87 feet; thence North $47^{\circ}26'51''$ West a distance of 73.89 feet; thence North $87^{\circ}13'05''$ West a distance of 225.11 feet to the point of beginning.

Lands thus described contain 2.951 acres more or less.

Sunshine State
Surveyors, inc.

OFFICIAL RECORDS

Exhibit "A-1"

BOOK 0499 PAGE 0362

LEGAL DESCRIPTION

SPYGLASS VILLAS PHASE I

A part of Sections 18, 30 and 22, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the most Southerly corner of Beach Wood Village Unit One, as recorded in Plat Book 4, Pages 25, 26 and 27 of the Public Records of said county, said point lying on the Southeasterly right of way line of Beach Wood Road as now established as a 60 foot right of way, said point also lying on a curve concave Northwesterly, having a radius of 430.02 feet; thence Northeasterly and Northwesterly, along the Southeasterly and Easterly right of way line of said Beach Wood Road, the following 12 courses: Northeasterly, along and with the arc of said curve, a chord bearing of North 38° 15' 46" East and a chord distance of 133.97 feet to the Point of Tangency of said curve; North 29° 18' 05" East a distance of 93.49 feet to a point of curve of a curve concave Northwesterly having a radius of 430.00 feet; Northeasterly, along and with the arc of said curve, a chord bearing of North 08° 49' 35" East and a chord distance of 300.83 feet to a point of reverse curve, said curve being concave Northeasterly, having a radius of 889.40 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 08° 00' 25" West and a chord distance of 112.98 feet to the point of tangency of said curve; North 04° 21' 55" West a distance of 456.71 feet to a point of curve Southwesterly, having a radius of 530.00 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 11° 23' 49" West and a chord distance of 129.76 feet to the point of tangency of said curve, North 18° 25' 43" West a distance of 97.36 feet to a point of curve of a curve concave Northeasterly, having a radius of 470.00 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 01° 02' 13" West and a chord distance of 137.18 feet to the point of tangency of said curve; North 01° 38' 43" West a distance of 43.43 feet to a point of curve of a curve concave Southwesterly, having a radius of 630.00 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 07° 29' 16" West and a chord distance of 128.26 feet to the point of tangency of said curve, North 13° 19' 49" West a distance of 72.74 feet to a point of curve of a curve concave Northeasterly, having a radius of 470.00 feet and Northwesterly, along and with the arc of said curve, a chord bearing of North 10° 33' 41" West and a chord distance of 45.41 feet to a point on said curve; thence continue Northwesterly and Northeasterly, along the aforementioned Easterly right of way line of Beach Wood Road, the following three courses; continue Northwesterly, along and with the arc of said curve, a chord bearing of North 02° 54' 39" West and a chord distance of 80.00 feet to the point of tangency of said curve; North 01° 58' 17" East a

LEGAL DESCRIPTION
SPYGLASS VILLAS PHASE I
Page 2

OFFICIAL RECORD:

BOOK 0499 PAGE 0363

distance of 33.72 feet to a point of curve of a curve concave Southwesterly, having a radius of 530.00 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 03° 25' 07" West and a chord distance of 99.57 feet to the point of tangency of said curve; and the Point of Beginning; thence run North 08° 48' 31" West a distance 325.39 feet to a point of curve of a curve concave Northeasterly, having a radius of 270.00 feet; Northwesterly, along and with the arc of said curve, a chord bearing of North 02° 07' 22" West and a chord distance of 62.87 feet to a point of reverse curve, said curve being concave Southwesterly, having a radius of 208.21 feet and Northwesterly, along and with the arc of said curve, a chord bearing of North 06° 30' 47" West and a chord distance of 80.00 feet; thence North 68° 55' 15" East, departing from the aforementioned Easterly right of way line, a distance of 220.85 feet; thence North 86° 30' 53" East a distance of 215.00 feet to the coastal construction setback line as shown on State of Florida, Department of Natural Resources Map, Nassau County, Florida, dated April 1981; thence South 03° 29' 07" East, along said coastal construction setback line, a distance of 209.5 feet; thence South 86° 30' 53" West, a distance of 191.00 feet; thence North 46° 29' 07" West, a distance of 95.00 feet; thence South 86° 30' 53" West, a distance of 71.44 feet; thence South 03° 29' 07" East, a distance of 381.26 feet; thence South 75° 56' 29" West, a distance of 66.50 feet to the Point of Beginning.

EX 0554 PG 0749

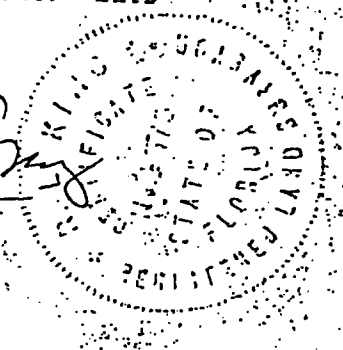
OFFICIAL RECORDS

LEGAL DESCRIPTION
SPYGLASS CONDOMINIUM, PHASE III

A PART OF SECTIONS 18, 20, AND 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERN MOST CORNER OF SPYGLASS VILLAS CONDOMINIUM, AS RECORDED IN OFFICIAL RECORD BOOK 474, PAGE 314, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF BEACH WOOD ROAD (A 60' RIGHT OF WAY AS NOW ESTABLISHED), SAID POINT ALSO LYING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; THENCE RUN NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BEACH WOOD ROAD; NORTHERLY ALONG SAID CURVE 80.10 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 45 MINUTES 51 SECONDS WITH A CHORD BEARING OF NORTH 02 DEGREES 54 MINUTES 39 SECONDS WEST, A DISTANCE OF 80.00 FEET; THENCE RUN NORTH 01 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 35.72 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE 99.72 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 46 MINUTES 48 SECONDS WITH A CHORD BEARING OF NORTH 03 DEGREES 25 MINUTES 07 SECONDS WEST, A DISTANCE OF 99.57 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING RUN SOUTH 65 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 96.46 FEET; THENCE RUN NORTH 75 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 129.35 FEET; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 181.00 FEET TO THE COASTAL CONSTRUCTION SETBACK LINE AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF NATURAL RESOURCES MAP, NASSAU COUNTY, FLORIDA, DATED APRIL, 1981; THENCE NORTH 03 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG SAID COASTAL CONSTRUCTION SETBACK LINE, A DISTANCE OF 40.50 FEET; THENCE NORTH 03 DEGREES 29 MINUTES 07 SECONDS WEST CONTINUING ALONG SAID COASTAL CONSTRUCTION SETBACK LINE, A DISTANCE OF 128.00 FEET; THENCE RUN NORTH 89 DEGREES 57 MINUTES 09 SECONDS WEST, A DISTANCE OF 102.90 FEET; THENCE RUN SOUTH 75 DEGREES 24 MINUTES 23 SECONDS WEST, A DISTANCE OF 32.91 FEET; THENCE RUN SOUTH 42 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 45.60 FEET; THENCE RUN NORTH 47 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 42.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY ALONG SAID CURVE 39.52 FEET THROUGH A CENTRAL ANGLE OF 56 DEGREES 36 MINUTES 51 SECONDS WITH A CHORD BEARING OF SOUTH 81 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 37.94 FEET; THENCE RUN NORTH 37 DEGREES 12 MINUTES 35 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 69 DEGREES 27 MINUTES 44 SECONDS WEST, A DISTANCE OF 14.48 FEET; THENCE RUN SOUTH 03 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 63.00 FEET; THENCE RUN SOUTH 86 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 67.23 FEET; THENCE RUN SOUTH 03 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 69.28 FEET; THENCE RUN SOUTH 75 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 66.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 1.18 ACRES, MORE OR LESS.

Richard A. Gray
RES 1375



(EXHIBIT I-1)

BK0599PG0276

LEGAL DESCRIPTION

OFFICIAL RECORDS

SPYGLASS CONDOMINIUM, PHASE IV

A PART OF SECTIONS 18, 20 AND 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25, 26 AND 27 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF BEACH WOOD ROAD (BEACH WOOD ROAD HAVING A 60.0 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.02 FEET; THENCE RUN NORTHEASTERLY AND NORTHWESTERLY, ALONG THE SOUTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID BEACH WOOD ROAD, THE FOLLOWING 12 COURSES: NORTHEASTERLY, ALONG WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 38° 15' 46" EAST, 133.97 FEET; THENCE RUN NORTH 29° 18' 05" EAST A DISTANCE OF 93.49 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE RUN NORTHEASTERLY ALONG WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 08° 49' 35" EAST, 300.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 889.40 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 08° 00' 25" WEST, 112.98 FEET; THENCE RUN NORTH 04° 21' 55" WEST A DISTANCE OF 456.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 11° 23' 49" WEST A DISTANCE OF 129.76 FEET; THENCE RUN NORTH 18° 25' 43" WEST A DISTANCE OF 97.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 01° 02' 13" WEST A DISTANCE OF 137.18 FEET; THENCE NORTH 01° 38' 43" WEST A DISTANCE OF 43.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 07° 29' 16" WEST, 128.26 FEET; THENCE NORTH 13° 19' 49" WEST A DISTANCE OF 72.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 10° 33' 41" WEST A DISTANCE OF 45.41 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY AND NORTHEASTERLY ALONG THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF BEACH WOOD ROAD THE FOLLOWING THREE COURSES; CONTINUE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 02° 54' 39" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 01° 58' 17" EAST A DISTANCE OF 33.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 03° 25' 07" WEST A DISTANCE OF 99.57 FEET; THENCE RUN SOUTH 65° 46' 32" EAST A DISTANCE OF 96.46 FEET; THENCE RUN NORTH 75° 03' 07" EAST A DISTANCE OF 129.35 FEET; THENCE RUN SOUTH 89° 26' 45" EAST A DISTANCE OF 181.00 FEET; THENCE RUN SOUTH 03° 56' 45" EAST A DISTANCE OF 109.50 FEET; THENCE RUN SOUTH 86° 03' 15" WEST A DISTANCE OF 90.00 FEET; THENCE RUN SOUTH 58° 01' 12" WEST A DISTANCE OF 145.58 FEET; THENCE RUN SOUTH 86° 03' 15" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.43 ACRES, MORE OR LESS.

EXHIBIT I-1

Richard H. [Signature]
PLS 1375

INSTR # 200339049
OR BK 01183 PG 0153**EXHIBIT "A"****IELIA ISLAND - SPYGLASS POOL PARCEL**

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE WEST SOUTHERLY CORNER OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK PAGES 25 THROUGH 27 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (A 60 FOOT PRIVATE ROAD AS SHOWN ON SAID PLAT), SAID POINT ALSO LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD (A 60 FOOT PRIVATE ROAD AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.02 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 134.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°15'07" EAST AND A CHORD DISTANCE OF 133.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°18'05" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BEACH WOOD ROAD, A DISTANCE OF 93.49 FEET TO THE POINT OF CURVE OF SAID CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°49'35" EAST AND A CHORD DISTANCE OF 300.83 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 889.40 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°00'25" WEST AND A CHORD DISTANCE OF 112.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°21'55" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 456.71 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 530.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 130.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°23'49" WEST AND A CHORD DISTANCE OF 129.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°25'43" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 97.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°02'13" WEST AND A CHORD DISTANCE OF 137.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°38'43" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.43 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°29'16" WEST AND A CHORD DISTANCE OF 128.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°19'49" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°40'46" WEST AND A CHORD DISTANCE OF 125.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°58'17" EAST, CONTINUING

msd

ONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF
RVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF
.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY
VE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.72 FEET, SAID ARC BEING
BTENDED BY A CHORD BEARING OF NORTH 03°25'07" WEST AND A CHORD DISTANCE OF 99.57
ET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT ALSO BEING THE MOST
ESTERLY CORNER OF SPYGLASS VILLAS PHASE III, AS RECORDED IN DEED BOOK 554, PAGE 749
THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 75°56'29" EAST, LEAVING SAID
STERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG LINES OF SAID SPYGLASS
LLAS PHASE III, A DISTANCE OF 66.50 FEET; THENCE NORTH 03°29'07" WEST, CONTINUING
ONG LINES OF SAID SPYGLASS VILLAS PHASE III, AND SPYGLASS VILLAS PHASE II, A
STANCE OF 381.26 FEET; THENCE NORTH 86°30'53" EAST, A DISTANCE OF 71.44 FEET; THENCE
UTH 46°29'07" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 86°30'53" EAST, A DISTANCE OF
.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°30'53" EAST ALONG A
NE TO ITS INTERSECTION WITH THE COASTAL CONSTRUCTION CONTROL LINE, A DISTANCE OF
1.19 FEET; THENCE SOUTH 03°30'07" EAST ALONG SAID COASTAL CONSTRUCTION CONTROL
NE, A DISTANCE OF 188.50 FEET; THENCE NORTH 89°57'09" WEST, LEAVING SAID COASTAL
NSTRUCTION CONTROL LINE AND ALONG A NORTHERLY LINE OF THE AFORESAID SPYGLASS
LLAS PHASE III, A DISTANCE OF 119.18 FEET; THENCE SOUTH 75°24'23" WEST, CONTINUING
ONG LINES OF SAID SPYGLASS VILLAS PHASE III, A DISTANCE OF 32.91 FEET; THENCE NORTH
°29'07" WEST, LEAVING SAID LINES OF SPYGLASS VILLAS PHASE III, A DISTANCE OF 187.50 FEET
THE POINT OF BEGINNING.

TURTLE DUMES CONDOMINIUM

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA

833 145 157

Condominium Property, Boundary

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (AlA, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South 19°33'10" East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North 89°59'50" East, 212.24 feet to the Easterly right-of-way line said State Road No. 105; thence South 19°33'10" East, along said Easterly right-of-way line, 436.0 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 306, Page 267, of the records of said County; run thence North 77°32'20" East, along the Northerly line of said lands described in Official Records Book 306, Page 267, 213.51 feet; thence North 84°24'24" East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North 83°29'50" East, continue along the Northerly line said lands described in Official Records Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South 10°13'11" East, along said design base line; run thence South 699.22 feet to a point, run thence South 79°47'14" West, continuing along last said line, 3.00 feet to a point, in that certain design base line; run thence South 10°19'04" East, along said design base line a distance of 757.49 feet to a point for the Point of Beginning.

EXHIBIT C - sheet 1

PREPARED BY:

ALL AMERICAN SURVEYORS, INC.
8411 BAYMEADOWS WAY
SUITE 1

TURTLE DUMES CONDOMINIUM

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, AND A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA

From the Point of Beginning thus described run North 53°46'08" East a distance of 32.81 feet to a point run thence North 79°10'10" East a distance of 16.55 feet to a point; run thence South 35°42'47" East a distance of 170.00 feet to a point; run thence South 13°43'52" East a distance of 29.78 feet to a point; run thence South 8°46'08" West a distance of 180.38 feet to a point; run thence South 74°06'58" West a distance of 27.00 feet to a point; thence North 81°13'52" West a distance of 195.63 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right-of-way); run thence North 24°43'52" West along the Easterly right-of-way line of said access road a distance of 188.21 feet to a point; run thence North 53°46'08" East a distance of 218.84 feet to the Point of Beginning.

2011 452 158

EXHIBIT C - sheet 2

PREPARED BY:

ALL AMERICAN SURVEYORS, INC.
8411 BAYMEADOWS WAY
SUITE 1

OFFICIAL RECORDS

226 PAGE 47

WINDSONG CONDOMINIUM PHASE I
A PART OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST,
NASSAU COUNTY, FLORIDA.

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: Commence at the Southeast corner of Lot 15, Beach Walker Village, Plat Book 4, pages 14 & 15, of the public records of said county, said Southeast corner lying in the West-erly right of way line of Beach Walker Road, said West-erly right of way line being in a curve concave Easterly having a radius of 375 feet; thence Southerly along the arc of said curve and along said West-erly right of way line, an arc distance of 152.52 feet; thence Southerly along the arc of a curve concave North-erly having a radius of 155 feet, an arc distance of 173.14 feet to the point of tangency of said curve; thence South 58°36'05" East, 163.66 feet to the point of curve of a curve to the right, said curve having a radius of 241.22 feet; thence along and around said curve an arc distance of 11.17 feet to the POINT OF BEGINNING; thence continue along and around said curve an arc distance of 113.03 feet to the point of compound curve, said curve having a radius of 205 feet; thence along and around said curve an arc distance of 82.36 feet; thence South 85°00'00" East, 16.70 feet to the point of curve of a curve concave North-erly having a radius of 131.73 feet; thence along and around said curve an arc distance of 149.47 feet, said curve having a chord bearing and distance of North 62°29'41" East, 141.58 feet; thence North 29°59'33" East, 49.58 feet to the point of curve of a curve concave Southeasterly having a radius of 142.44 feet; thence along and around said curve, an arc distance of 42.29 feet, said curve having a chord bearing and distance of North 38°29'52" East, 42.23 feet; thence along the arc of a curve concave North-erly having a radius of 67.15 feet, an arc distance of 5.0 feet, said curve having a chord bearing and distance of North 44°52'11" East, 5.0 feet; thence South 84°35'03" East, 40.69 feet; thence South 40°30'00" East, 52.0 feet; thence South 21°00'00" West, 157.50 feet; thence North 83°12'03" East, 271.66 feet; thence North 11°34'34" East, 195.83 feet; thence North 66°24'29" West, 188.90 feet; thence North 19°09'20" East, 55.35 feet; thence North 67°14'36" West, 120.22 feet; thence North 89°11'24" West, 151.0 feet; thence South 47°01'32" West, 283.09 feet to the POINT OF BEGINNING.

Containing 3.52 acres, more or less.

Together with an easement for ingress, egress, drainage and utilities:

A 60 foot easement lying 30 feet on each side of the following described centerline: For a point of reference, commence at the Southeast corner of Lot 15, Beach Walker Village as recorded in Plat Book 4, pages 14 and 15 of the public records of said county, said point lying in the West-erly right of way line of Beach Walker Road, Parcel B, (a 50 foot private road), said point lying in a curve, said curve being concave Southeasterly and having a radius of 375 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 152.52 feet, said arc being subtended by a chord bearing of South 17°02'08" West, and a chord distance of 151.47 feet to the most Southerly boundary of said Beach Walker Village; thence South 84°36'05" East, along the most Southerly boundary of Beach Walker Village, a distance of 25.0 feet to the centerline of said Beach Walker Road and the POINT OF BEGINNING, said point lying in a curve concave to the Northeast and having a radius of 185.0 feet. From the POINT OF BEGINNING thus described thence run Southeasterly along and with the arc of said curve, an arc distance of 206.65 feet, said arc being subtended by a chord bearing of South 26°36'05" East and a chord distance of 196.07 feet to the point of tangency of said curve; thence on a tangent bearing of South 58°36'05" East, a distance of 163.66 feet to the point of curve of a curve to the right, said curve being concave Southeasterly and having a radius of 211.22 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 108.75 feet, said arc being subtended by a chord bearing of South 43°51'05" East, and a chord distance of 107.55 feet to a point of compound curvature of a curve to the right, said curve being concave Southeasterly

OFFICIAL RECORDS

WINDSONG CONDOMINIUM PHASE I
A PART OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

BOOK 326 PAGE 48

and having a radius of 175.0 feet; thence southeasterly along and with the arc of said curve, an arc distance of 113.01 feet, said arc being subtended by a chord bearing of South 10°36'05" East and a chord distance of 110.06 feet to the point of tangency of said curve; thence on a tangent bearing of South 7°53'55" West, a distance of 23.60 feet to the point of termination.

OFFICIAL RECORDS

BOOK 331 PAGE 765

WINDSONG CONDOMINIUM PHASE II

A PART OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: Commence at the most southerly corner of Lot 15, Beach Walker Village, Plat Book 4, pages 14 and 15, said most southerly corner lying in the Northwesterly right of way line of Beach Walker Road, said Northwesterly right of way line being in a curve concave Southeasterly having a radius of 375 feet; thence Southwesterly along the arc of said curve and along said Northwesterly right of way line, an arc distance of 152.52 feet, said curve having a chord bearing and distance of South 17°02'08" West, 151.47 feet; thence South 84°36'05" East, 55 feet; thence along the arc of a curve concave Northeastly having a radius of 155 feet, an arc distance of 173.14 feet, said curve having a chord bearing and distance of South 26°29'36" East, 163.78 feet; thence South 58°36'05" East, 163.66 feet to the point of curve of a curve concave Southwesterly having a radius of 241.22 feet; thence along and around said curve an arc distance of 124.20 feet, said curve having a chord bearing and distance of South 43°51'04" East, 122.83 feet; thence along the arc of a curve concave Southwesterly having a radius of 205 feet, an arc distance of 82.36 feet to the POINT OF BEGINNING, said curve having a chord bearing and distance of South 17°45'18" East, 81.81 feet; thence South 85°00'00" East, 16.70 feet to the point of curve of a curve concave Northwesterly having a radius of 131.73 feet; thence along and around said curve an arc distance of 149.47 feet, said curve having a chord bearing and distance of North 62°29'41" East, 141.58 feet; thence North 29°59'33" East, 49.58 feet to the point of curve of a curve concave Southeastly having a radius of 142.44 feet; thence along and around said curve an arc distance of 42.49 feet, said curve having a chord bearing and distance of North 38°29'52" East, 42.13 feet; thence along the arc of a curve concave Northwesterly having a radius of 67.15 feet, an arc distance of 5.0 feet, said curve having a chord bearing and distance of North 44°52'11" East, 5.0 feet; thence South 84°35'03" East, 40.69 feet; thence South 40°30'00" East, 52.0 feet; thence South 21°00'00" West, 157.50 feet; thence South 83°12'03" West, 220.0 feet; thence North 07°53'55" East, 23.41 feet; thence along the arc of a curve concave Southwesterly having a radius of 205.0 feet, an arc distance of 50.02 feet to the POINT OF BEGINNING, said curve having a chord bearing and distance of North 00°44'27" East, 49.90 feet.

Containing 0.66 acres, more or less.

SOUND POINT AT LONG POINT according to the Plat thereof recorded in Public Records Book 5, page 190, Nassau County, Florida, as described in the following caption:

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°-42'-10" EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH 15°-01'-01" EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH 84°-57'-25" WEST, 24.91 FEET; (2) SOUTH 79°-22'-33" WEST, 44.37 FEET; (3) SOUTH 83°-11'-45" WEST, 31.79 FEET; (4) NORTH 89°-19'-39" WEST, 57.10 FEET; (5) SOUTH 82°-48'-27" WEST, 34.41 FEET; (6) SOUTH 35°-16'-53" WEST, 39.26 FEET; (7) SOUTH 27°-11'-11" WEST, 33.64 FEET; (8) SOUTH 49°-30'-37" EAST, 28.56 FEET; (9) SOUTH 76°-56'-02" EAST, 51.02 FEET; (10) SOUTH 44°-39'-25" EAST, 40.02 FEET; (11) SOUTH 69°-43'-33" WEST, 20.71 FEET; (12) NORTH 82°-32'-44" WEST, 73.13 FEET; (13) NORTH 89°-21'-37" WEST, 70.24 FEET; (14) SOUTH 79°-41'-52" WEST, 67.74 FEET; (15) SOUTH 89°-34'-59" WEST, 45.10 FEET; (16) SOUTH 88°-38'-18" WEST, 40.44 FEET; (17) NORTH 88°-58'-58" WEST, 57.76 FEET; (18) SOUTH 85°-58'-30" WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 167.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°-24'-12" WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"

**ASSOCIATION STATEMENT OF
MARKETABLE TITLE ACTION AFFIDAVIT**

[See Attached]

Prepared by:
Emerson M. Lotzia, Esq.
Lawsikia J. Hodges, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
073661/0274

(Reserved for Clerk)

MARKETABLE RECORD TITLE ACT
HOMEOWNERS' ASSOCIATION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF NASSAU

BEFORE ME, a notary public, on this 17th day of October, 2003, personally appeared Mary Brannen ("Affiant"), the President and board member of Amelia Island Plantation Community Association, Inc., a non-profit corporation and homeowners' association (the "Association"), who being by me first duly sworn, deposes and says that:

1. Affiant is the President and board member of the Association.
2. The Association caused a statement in substantially the same form as provided in section 712.06(1)(b) FLORIDA STATUTES, CHAPTER 712 Marketable Record Title Act ("Act") (2003), and attached hereto as EXHIBIT A, to be mailed or hand delivered to the members of the Association not less than seven days prior to a meeting held by the board on October 17, 2003, where a resolution was passed by the board to file a Notice of Claim under the Act.
3. This Affidavit is made pursuant to section 712.06(1)(b) of the Act. Under penalties of perjury, the undersigned declares that he has examined this Affidavit and to the best of his knowledge and belief, it is true, correct and complete.

[The remainder of this page has been intentionally left blank]

“AFFIANT”

Mary Brannen
Mary Brannen

Sworn to and subscribed before me
this 17th day of October, 2003, by
Mary Brannen, who is known to
me or who provided
Personally Known
as identification and who did not take an oath.

Diana L. Hendrickson
Notary Public
Diana L. HENDRICKSON
[Print or Type Name]
Commission Number: CC 988524
My Commission Expires: JAN 12, 2005



Diana L. Hendrickson
Commission # CC 988524
Expires Jan. 12, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

**STATEMENT OF MARKETABLE TITLE ACTION FOR MASTER COVENANTS,
CLASS "A" COVENANTS, AND CLASS "B" COVENANTS**

Amelia Island Plantation Community Association, Inc. (The "Association") has taken action to ensure that the following three covenants retain its status as the source of marketable title with regard to the transfer of a member's residence or other property:

Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and Provisions for the Amelia Island Plantation Community Association, Inc., in Official Records Book 123, page 22, as may be amended and spread from time to time ("Master Covenants");

Class "A" Covenants, for Single Family Detached and Patio Dwelling Areas recorded in Official Records Book 122, page 338, as may be amended and spread from time to time ("Class A Covenants");

Class "B" Covenants, for Townhouses and Multi-Family Buildings recorded in Official Records Book 124, page 230, as may be amended and spread from time to time ("Class B Covenants");

all currently burdening the property, as applicable, of the members of the Association.

To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Nassau County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

EXHIBIT "F"

RECORDED INSTRUMENTS

[See Attached Copies of Master Covenants, Class A Covenants and Class B Covenants]

40.

REC'D APR 15 1972

OFFICIAL RECORDS

BOOK 123 PAGE 22

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
AND
PROVISIONS FOR THE AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this day of
1972, by Amelia Island Company, a Delaware corporation with its
principal place of business at Amelia Island, Florida, hereinafter
called "Company."

W I T N E S S E T H :

WHEREAS, Company is the owner of the real property
described in Article II of this declaration and desires to create
thereon a planned unit development community known as Amelia Island
Plantation with certain facilities, amenities and services for the
use and benefit of all property owners within such community; and

WHEREAS, Company desires to provide for the preserva-
tion of the values and amenities and for the maintenance of common
facilities, services and properties; and to this end, desires to sub-
ject the real property described in Article II together with such
additions as may hereafter be made, as provided in Article II, to
the covenants, restrictions, easements, affirmative obligations,
charges and liens, hereinafter set forth, each and all of which is
and hereby declared to be for the benefit of said property and each
and every owner of any and all parts thereof; and

WHEREAS, Company deems it desirable, for the efficient
preservation of the values and amenities in said community, to create
an agency to which can be delegated and assigned the power and au-
thority of maintaining and administering the common properties and
services and administering and enforcing the covenants and restric-
tions governing the same and collecting and disbursing all assess-
ments and charges necessary for such maintenance, administration and
enforcement, as hereinafter created; and

WHEREAS, Company has caused to be incorporated under the
laws of the State of Florida, a non-profit corporation, Amelia Island
Plantation Community Association, Inc. for the purpose of exercising
the functions aforesaid, and which are hereinafter more fully set
forth;

NOW THEREFORE, the Company declares that the real
property described in Article II and such additions thereto as may
hereafter be made pursuant to Article II hereof, is and shall be held,
transferred, sold, conveyed, given, donated, leased, occupied and
used subject to the covenants, restrictions, conditions, easements,
charges, assessments, affirmative obligations, and liens (hereinafter
sometimes referred to as "the Covenants") hereinafter set forth.

OFFICIAL RECORDS

BOOK 123 PAGE 23

ARTICLE I

DEFINITIONS:

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation.

(b) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of the owners, persons occupying dwelling places or accommodations of owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided however, that any lands which are leased by the Association for use as Common Properties, shall lose their character as Common Properties upon the expiration of such lease. Common Properties shall not include those tracts of land falling within the definition of "Restricted Common Properties" set forth below.

(d) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties.

(e) "Residential Lot" shall mean any unimproved parcel of land located within the Properties, with the exception of the Common Properties and the Restricted Common Properties, which is intended for use as a site for a single family detached dwelling or patio dwelling shown upon any recorded final subdivision map of any part of the Properties.

A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially completed.

(f) "Multi-Family Lot" shall mean any unimproved parcel of land located within the Properties except for Common Properties and Restricted Common Properties intended for use as a site for multi-family dwellings including condominium regimes, townhouses, co-operative apartments or apartments. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(g) "Public and Commercial Lot" shall mean any unimproved parcel of land within the Properties, with the exception of Common Properties and Restricted Common Properties intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, places of worship, community, civic, social, and cultural clubs and centers, libraries, nursery and other schools, schools of special instruction, medical centers, hospitals, clinics, nursing, care, rest and convalescent homes, charitable institutions, restaurants, hotels, motels, inns, theaters, lounges, recreational facilities, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations; provided, however, that a "Public and Commercial Lot" shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Lot. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(h) "Public and Commercial Unit" shall mean and include any improved parcel of land within the Properties, with the exception of Common Properties and Restricted Common Properties, which are intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to all those enterprises enumerated in subparagraph (f) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are substantially complete.

(i) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Nassau County,

OFFICIAL RECORDS

BOOK 123 PAGE 25

Florida, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one year; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(j) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article III hereof.

(k) "Company" shall mean Amelia Island Plantation Company, Inc., and its successors and assigns.

(l) "Intended for use" shall mean the use intended for various parcels within the Properties as designated on the Master Plans for the Properties prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(m) "Affiliate" shall mean any corporation more than 50% of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a 50% proprietary interest.

(n) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties." All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of owners of Residential Lots and Family Dwelling Units, their immediate families, guests accompany-

ing such owners, tenants of such owners holding leases of 9 months duration or longer, and the Company, and to be closed to use of (1) tenants of such owners holding leases less than 9 months duration; (2) resort accommodation "paying guests"; (3) visiting members of the general public, with all use of Restricted Common Properties to be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

INSTR # 200339049
DR BK 01193 PG 0170

ARTICLE II

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

SEE EXHIBIT A

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Company intends to develop the existing property in accordance with Master Plans prepared in its Design Department, and placed on display in its reception and sales office, and other areas. The Company reserves the right to review and modify the Master Plans at its sole option from time to time based upon its continuing research and design program. The Master Plans shall not bind the Company, its successors and assigns to adhere to the Master Plans in the development of the land shown thereon. Subject to its right to modify the Master Plans as stated herein, the Company shall convey to the Association properties designated for such conveyance in its annual publication "Amelia Island Plantation Property Owners Guide" and, in addition, may at its option convey to the Association as provided in Article IV those parcels of land designated as properties which may be transferred to the Association on the Master Plans, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association these properties shall become Common Properties or Restricted Common Properties as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. The Company shall have full power to add to, subtract from or make changes in the Master Plans regardless of the fact that such actions may alter the relative voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

OFFICIAL RECORDS

BOOK 123 PAGE 27

(a) Additions. The Company, its successors, and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(b) Other Additions. Upon approval in writing of the Association pursuant to three-fourths of the vote at a duly called meeting, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall effect any revocation, change of or addition to the covenants established by this Declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership. Every Owner shall be a member of the Association. The Company shall be a member of the Association.

Section 2. Voting Rights. The Association shall have four types of voting membership:

TYPE "A" - Type "A" members shall be all those Owners of Residential Lots and Family Dwelling Units with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "A" member shall be entitled to two votes for each Family Dwelling Unit which he owns. An Owner of a residential Lot upon which a Family Dwelling Unit has not been constructed shall be entitled to one vote for each Residential Lot which he owns. It is the intent of this provision that so long as property qualifies as a Residential Lot by virtue of the fact that improvements have not been constructed thereon the Owner thereof shall have only one vote, but once improvements are constructed on said Lot and it loses its character as a Residential Lot and becomes a Family Dwelling Unit the Owner thereof shall have a total of two votes for the ownership of such property.

TYPE "B" - Type "B" members shall be all those Owners of Multi-Family Lots and Public and Commercial Lots with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "B" member shall be entitled to one vote for each .5 of an acre of area contained in the Multi-Family Lot(s) and/or Public and Commercial Lot(s) which such Type "B" member owns; provided, however, that in computing the number of votes such Member shall have, the area contained in such property shall be rounded off to the nearest .5 of an acre.

TYPE "C" - Type "C" members shall be all those Owners of Public and Commercial Units with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "C" member shall be entitled to one vote for each 1500 square feet of area covered by a roof, awning, canopy or similarly protected from the elements (this shall hereafter be called "covered area") contained in the Public and Commercial Unit which he owns; provided, however, that in computing the number of votes such an Owner shall have the square footage of covered area shall be rounded off to the nearest 1500 square feet.

TYPE "D" - The Type "D" member shall be the Company. The Type "D" member shall be entitled to the same number of votes as cumulatively held by all Type "A", "B", and "C" members plus one, provided that Type "D" membership shall cease at such time as the Company has less than 10% of the total number of votes held by all members of the Association excluding the votes of the Company as a Type "D" member and computing the Company's votes as a Type "A", "B", and/or "C" member depending upon the type of property owned by the Company at such time. Any provisions herein to the contrary notwithstanding at such time as Type "D" membership ceases to exist, the Company shall become a Type "A", "B" and/or "C" member depending upon the type of property owned by the Company at such time. In no event shall Type "D" membership cease to exist prior to July 4, 1986, unless the Company chooses to abolish Type "D" membership at some earlier date.

When any property entitling the Owner to membership as a Type "A", "B" or "C" member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in part-

INSTR # 200339049
DR BK 01183 PG 0172

nership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one votes, in person or by proxy, his act binds all;
- (2) If more than one vote, in person or by proxy, the act of the majority so voting binds all;
- (3) If more than one vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) If the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even-split for purposes of this paragraph shall be a majority or even-split in interest.
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Type "A", "B", "C" and "D" members are sometimes hereinafter collectively referred to as the "Members."

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A", "B", "C" and "D" member and every tenant and guest of such Type "A", "B", "C" or "D" member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit. The privilege granted to guests and tenants of 9 months or less of members to use and enjoy the Common Properties (but not the right and easement to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use) may be denied to or withdrawn from such guests or tenants of 9 months or less by an affirmative vote of 90% of the votes cast at a meeting of the Association called for the purpose of voting

EXHIBIT F-9

on such denial or withdrawal.

Section 2. Members Easements of Enjoyment in Restricted Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" or "D" member, but not Type "B" or "C" member, shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Family Dwelling Unit. By an affirmative vote of ninety (90%) percent of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Property" may be changed into an unrestricted "Common Property."

Section 3. Title to Common Properties and Restricted Common Properties. The Company covenants for itself, its successors and assigns, that it shall convey to the Association by deed or long-term lease those parcels of land provided for in Section 4 of this Article IV hereof and any other Common Properties or Restricted Common Properties at such time as the Company has completed improvements thereon, if such be required, and the Association, in the opinion of the Company, is able to maintain such improvements, or if the Association is to be responsible for the construction of improvements at such time as the Company feels that the Association is capable of constructing such improvements. Natural areas, marshes, trail areas, roads, etc., shall be conveyed in small or large parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for single family detached and patio housing areas, multi-family lots, and abutting Public and Commercial lots. All said parcels of land may be conveyed to the Association subject to all restrictive covenants of record at the time of the conveyance, and subject to any existing mortgages which in no event shall exceed the book value of the improvements on the property at the date of conveyance. Additionally, the Company may at its election require the Association to pay for any properties conveyed provided that such price shall not exceed the book value of the properties conveyed on the date of conveyance.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Company and of the Association, in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Properties and Restricted Common Properties and providing the services authorized herein and in aid thereof to mortgage said properties; and

(b) The right of the Association to assume and pay any liens or encumbrances against the property at the time of conveyance; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(d) The right of the Association, as provided in its By-Laws, to suspend the rights and easements of enjoyment of any member or any tenant of any member for

any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use; and

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Restricted Common Properties and/or facilities therein, including the right of the Association to charge a reasonable toll for the use of roadways belonging to the Association, and each Owner's right of ingress and egress to property which is subject to these covenants shall be subject to such rights of the Association.

(f) The grantee of each lot or parcel of land subject to this Declaration is conveyed only a limited and restricted right of access, ingress and egress to such lot or parcel of land. Such grantee shall have a right of access, ingress and egress to such property only over roadways now or hereafter to be conveyed by the Company to the Association, with such Association having the right to levy a charge or toll for all persons and vehicles using such roadways. The Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of said roadways; provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to the Association to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways; to provide for the maintenance and clean-up of right-of-ways; to provide drainage along said roadways; and to provide for motorized security patrols. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Associations roadways including but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

(g) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties and Restricted Common Properties; and

(h) The right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as

INSTR # 200339049
DR BK 0183 PG 0175

EXHIBIT F-11

may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership; provided, however, that title to the salt marshes may be conveyed to the National Park Service by a non-profit organization authorized to hold title to and preserve the salt marshes or some other similar organization by a majority of the votes cast at a meeting duly called to vote on such conveyance.

(i) The rights or reversion of the lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

Section 5. The Company shall convey, prior to July 4, 1986, the following properties to the Association, subject to any existing mortgages exceed the book value of the improvements on the property at the date of conveyance, and subject to all the restrictions and limitations of the various Articles of this Declaration, the following:

(a) As Common Properties. There shall be conveyed to the Association all (1) community roads and the rights-of-way thereof within the properties connecting all Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots and Public and Commercial Units to the highways of the State of Florida; (2) all salt marshes, other than those used for harbours and marinas, lying below three feet mean sea level; (3) the primary dune area along the ocean front, other than those areas used for decks, swimming pools, and other oceanside improvements of Family Dwelling Units and Public and Commercial Units, and the immediately surrounding area; (4) all bike trails, watercourses and lagoons not contained within one Public and Commercial Lot or Multi-Family Lot; (5) all ballfields, playgrounds, community commons parks, swimming pools, etc., not contained within one Public and Commercial Lot or Multi-Family Lot, or within one or more condominium regimes; (6) all nature preserves and historic sites set aside for permanent protection on the Company's Master Plans; (7) all boardwalks and other trails providing common-use trails to the beach; (8) the securities gatehouse and emergency rescue facilities; (9) the sanitary landfill and solid-waste disposal areas; provided, however, that any facilities as described in this subsection which are included

within the Common Properties to be conveyed by the Company to the Association.

(b) As Restricted Common Properties. There shall be conveyed to the Association the Members Clubhouse, if such a facility is built by the Company, near the first Tee of the Pete Dye/Jack Nicklaus 27-hole golf course built at part of Phase One of Amelia Island Plantation, but not the Pro Shop, bag storage rooms, cart storage area, golf maintenance area, parking lots, driving range and the entire golf course, all of which will be retained by the Company and operated as a commercial sports facility.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot, or Public and Commercial Unit shall by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Properties and Restricted Common Properties and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, and additions to Common and Restricted Common Properties, payment of the cost of labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages covering Common Properties or Restricted Common Properties at the time of conveyance to the Association.

OFFICIAL RECORDS

EXHIBIT F-13

INSTR # 200339049
OR BK 01183 PG 0178

BOOK 123 PAGE 34

The special assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

	<u>Before Installation of Sewer & Water & Paving of Road</u>	<u>After Installation of Sewer & Water & Paving of Road</u>
<u>Residential Lot</u>	\$100.00	\$200.00
<p>The Company shall not be required to pay a Residential Lot assessment on Residential Lots which it owns until 390 days after the recording of a plat in the Office of the Clerk of Circuit Court for Nassau County, Florida, showing such Residential Lot, nor shall the Company be required to pay a Residential Lot assessment on Residential Lots which have been taken off of the market and are not being offered for sale. Any Residential Lots owned by the Company and exempted hereby from Residential Lot assessment shall be assessed as acreage as hereinafter provided.</p>		
<u>Family Dwelling Unit</u>		
For a Family Dwelling Unit containing two (2) bedrooms or less	-----	\$400.00
For a Family Dwelling Unit containing three (3) bedrooms	-----	\$500.00
For a Family Dwelling Unit containing four (4) bedrooms or more	-----	\$600.00
<p>When a Family Dwelling Unit assessment begins on a particular piece of property all previously applicable assessments shall cease.</p>		
<u>Multi-Family Lot</u>	\$100.00 per acre	\$200.00 per acre
<u>Public and Commercial Lot</u>		
Except as set forth below	\$100.00 per acre	\$200.00 per acre

OFFICIAL RECORDS

The assessment of Public and Commercial Lots intended for use as a site for a church, hospital, school or buildings owned by a non-profit institution shall be computed at the rate of

\$ 5.00
per acre

\$ 5.00
per acre

Public and Commercial Unit

The assessment for a Public and Commercial Unit shall be calculated on the basis of the square footage of the covered area of such unit at the rate of

\$.25
per square
foot

The assessment of Public and Commercial Units which are churches, hospitals, schools, or buildings owned by non-profit institutions shall be calculated at the rate of

\$.05
per square
foot

All acreage belonging to the Company contained within the Properties, shall be assessed at the rate of \$25.00 per acre. All land owned by the Company within the Properties shall be classified as acreage until such time as a plat is recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, subdividing any portion of the Company's land. After the date of such filing the property shown on said plat shall be assessed on the basis of whatever category of assessable property it falls into, subject to the exception for Residential Lots. In calculating the amount of acreage owned by the Company, the following types of land shall not be included:

Marsh land, land located below the high water mark of any body of water adjacent to the Properties, land intended for use as the site of roads, parks, greenbelts or conservancy areas, trails, walks, Common Properties or Restricted Common Properties.

The Company, notwithstanding the application of assessment formulas of this Declaration to the contrary shall be assessed in each of the calendar years 1973 and 1974 a sum not less than 50% of the total assessments against all Type "A", "B" and "C" members in each of said years, and in each of the calendar years 1975 and 1976 a sum not less than 30% of the total assessments against all Type "A", "B" and "C" members in each of said years.

The number of bedrooms in a Family Dwelling Unit will be determined by the Company at the time it approves the plans and specifications for the unit. A change in the use of a room from bedroom use to other uses shall not affect the determination made by the Company. In those cases where the determination of the number of bedrooms is not made by the Company, it shall be made by the Board of Directors of the Association.

The Board of Directors shall establish a set of rules for determining when construction has been substantially completed so that property shall be classified as improved property for purposes of assessment and voting rights.

All assessments charged by the Association shall be rounded off to the nearest one dollar.

From and after January 1, 1974, the maximum annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) percent per year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967=100) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger, unless three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the maximum annual assessment. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

The Board of Directors of the Association may, after consideration of current costs and future needs of the Association, fix the annual assessment for any year at an amount less than the applicable maximum annual assessment, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment in subsequent years. However, if the Board of Directors fixes such annual assessment at an amount less than the maximum and it subsequently is determined by the Board that the amount assessed will not be sufficient the Board shall have the power to make a supplemental annual assessment, but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum.

Any increase or decrease in the annual maximum assessment shall be made in such a manner that the proportionate increase or decrease in such maximum assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots, Public and Commercial Units, and the Company, and likewise any time the actual assessment levied by the Board of Directors of the Association is less than the maximum annual assessment such decrease shall be apportioned among the Owners of Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots, Public and Commercial Units, and the Company, such that the proportionate decrease received by each class of Owners of the various classified properties is equal. The proportionate share of the annual assessment borne by any particular class of owners of the various classes of property may be altered only by the favorable vote of ninety (90%) percent of the votes cast at a duly called meeting of the Association, and by 90% of the votes cast at said meeting by the members of the classes whose proportionate share is being altered. Provided, however, this provision shall not prevent the Company from altering its proportionate share of the annual assessment as provided in Article VII Section 2.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the Common Properties or Restricted Com-

INSTR # 200339049
DR BK 01183 PG 0180

OFFICIAL RECORDS

123 PAGE 37

mon Properties including the necessary fixtures and personal property related thereto, or addition to the Common Properties or Restricted Common Properties, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the sum of the total applicable maximum assessments for all property in that class for the year during which such special assessment is approved expressed as a percentage of the sum of the total applicable maximum assessment for all property within the Properties for the year during which such assessment is approved. Such special assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment, for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximums set forth in Section 3 of this Article plus an additional special assessment which additional assessment being considered alone may not exceed the amount set for the maximum annual assessment. The fact that the Association has made an annual assessment for any amount up to the permitted maximum shall not effect its right to also make a special assessment during the year.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article 2, Section 2, hereof, and under the By-Laws of the Association.

Section 6. Quorum for any Action Authorized Under this Article. The quorum required for any action authorized to be taken by the Association members under this Article shall be as follows:

The first time any meeting of the members of the Association is called to take action under this Article the presence at the meeting of members or proxies entitled to cast 60% of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of members or proxies entitled to cast 50% of the total vote of the membership of the Association.

Section 7. Date of Commencement and Pro Ration of Annual Assessments. Due Date. The annual assessments provided for herein shall commence on January 1, 1973.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable 180 days after the day fixed for commencement. The assessments for any year after the first year shall become due and payable on January 1, of said year, and shall become past due on March 31 of the same year. The Board of Directors of the Association shall have the power to change the date upon which annual assessments become due and payable and

OFFICIAL RECORDS

BOOK 123 PAGE 38

also to determine the manner of payment of annual assessments, i.e., lump sum, monthly installments, etc., provided, however, that the annual assessments shall be due and payable at least annually.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. All assessments shall be based on the status and classification of property on January 1 of each year, without adjustment for improvements completed during the year.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with interest thereon at the rate of eight (8%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant

OFFICIAL RECORDS

BOOK 123 PAGE 39

to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgage to a subsequent owner, provided, however, that the mortgagee shall not be liable for assessments until it has held title to the property for more than one (1) year.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b)-- All Common-Properties and Restricted Common Properties as defined in Article 1, Section 1, hereof;
- (c) Property owned by the Company or an affiliate of the Company which is used for any of the following purposes:
 - 1. in the maintenance and service of facilities within the properties;
 - 2. utilities, community halls, meeting rooms, conference centers, educational facilities and offices of the company.

ARTICLE VI

FUNCTIONS OF ASSOCIATION:

Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties. The Association shall be authorized to own and maintain Common Properties and Restricted Common Properties equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Properties;
- (b) for sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Properties;
- (c) for police and fire protection including police stations and/or guardhouses, police equipment and fire stations and fire fighting equipment;
- (d) for emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;
- (e) for providing any of the services which the Association is authorized to offer under.

Section 2 of this Article.

- (f) for purposes set out in deeds or long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 3 of this Article.
- (g) for swimming pools, beach shelter, fishing decks and other recreational facilities of any nature, community meeting facilities, and commercial or service centers serving the Properties.

Section 2. Services. The Association shall be authorized to provide the following Services:

- (a) cleanup and maintenance of all roads, roadways, parkways and other Common Properties or Restricted Common Properties within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole.
- (b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Properties.
- (c) lighting of roads, sidewalks and walking paths throughout the Properties.
- (d) police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.
- (e) fire protection and prevention.
- (f) beach maintenance, which shall include beach preservation and cleanup, on beaches immediately adjacent to the Properties as well as complete life-guard services along said beach.
- (g) garbage and trash collection and disposal.
- (h) insect and pest control to the extent that it is necessary to supplement the service provided by the state and local governments.
- (i) the services necessary to carry out the Associations obligations and business under the terms of this document.

OFFICIAL RECORDS

BOOK 123 PAGE 41

- (j) maintenance of all lakes and lagoons located within the properties including the stocking of such lakes and lagoons,
- (k) to take any and all actions necessary to enforce all covenants and restrictions effecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties.
- (l) to set up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose.
- (m) improvement of fresh and salt water fishing available to members within the Properties and waters adjacent thereto.
- (n) to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests.
- (o) to provide legal and scientific resources for the improvement of air and water quality within and adjacent to the Properties.
- (p) to maintain a water search and rescue boat for the protection and safety of those in the waters surrounding the Properties.
- (q) to provide safety equipment for storm emergencies.
- (r) to maintain a general library and collection of historical objects and documents pertaining to the Properties, North Florida and South Georgia.
- (s) to support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties which shall include but not be limited to Nassau and Duval Counties.
- (t) to provide special entertainment and festivals.
- (u) to construct improvements on Common Properties or Restricted Common Properties for use for any of the purposes authorized in Section 1 of this Article, or as may be

OFFICIAL RECORDS

BOOK 123 PAGE 42

required to provide the services as authorized in this Section 2 of this Article.

- (v) to provide water and sewage to all portions of the Properties.

Section 3. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified in Sections 1 and 2 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or provide, may be added to or reduced at any time upon the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association; provided, however, that the functions and services authorized may also be changed by merger or consolidation of the Association pursuant to Article II Section 2 hereof and the By-Laws of the Association.

Section 4. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions.

ARTICLE VII

ARCHITECTURAL CONTROL:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties or Restricted Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Company or its duly appointed agents.

ARTICLE VIII

GENERAL PROVISIONS:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder

OFFICIAL RECORDS

BOOK 123 PAGE 43

shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Nassau County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration can be amended at any time provided that three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Real Estate Records for Nassau County, Florida.

The Company may amend this Declaration without the consent of the membership for the following purposes only:

- (a) to lessen the number of votes which the Type "D" member shall have in proportion to the number of votes of all other members of the Association;
- (b) to provide that the Type "D" member shall not vote for certain seats on the Board of Directors and that these seats shall be filled exclusively by the vote of Type "A", "B" and "C" members;

OFFICIAL RECORDS

BOOK 123 PAGE 44

- (c) to increase the amount of the annual assessment due by the Company to the Association;
- (d) to incorporate in this Declaration a specific list of amenities to be conveyed by the Company to the Association, which list shall include all of the items previously set forth herein, and which list may include the specific dates before which said items shall be transferred to the Association and any conditions upon which they will be transferred; and
- (e) for any other purpose which requires a greater contribution by the Company to the Association or which lessens the role of the Company in the operation of the Association and increases the role of the other members.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Nassau County, Florida, on the first day of the calendar month in which said notice is mailed. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its good faith

OFFICIAL RECORDS

BOOK 123 PAGE 45

determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties and Restricted Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties and Restricted Common Properties as trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII Section I, all Common Properties and Restricted Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Nassau County, Florida, which Trustee shall own and operate said Common Properties and Restricted Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The amount of the maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular lot or parcel shall be automatically increased each year by either 5% or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967=100) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the maximum

OFFICIAL RECORDS

annual assessment on a lot or parcel shall equal the maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with interest thereon at the rate of 8% per annum the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Company or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided for. Neither the Company nor the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the Common Properties or Restricted Common Properties once the funds provided by the annual assessment have been exhausted.

(e) The Company shall have the right to convey title to The Common Properties and Restricted Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties and Restricted Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by 50% of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Nassau County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties and/or Restricted Common Properties, then for the payment of any obligations incurred by the Trustee in the opera-

OFFICIAL RECORDS

BOOK 123 PAGE 47

tion, maintenance, repair and upkeep of the Common Properties or Restricted Common Properties, and the excess, if any, shall be distributed among the Owners of property within the Properties, exclusive of the Trustee, in a proportion equal to the proportion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties.

IN WITNESS WHEREOF AMELIA ISLAND COMPANY has caused this instrument to be executed the day and year first above written by its duly authorized officers and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors.

Signed, sealed and delivered
in the presence of:
[Signature]
[Signature]

AMELIA ISLAND COMPANY
By [Signature]
Its Vice President
Attest [Signature]
Its Asst Secretary

[SEAL]

EXHIBIT F-27

OFFICIAL RECORDS

~~BOOK 121 PAGE 48~~

OFFICIAL RECORDS

BOOK 123 PAGE 48

Description for Amella Island Company

All of Sections 21, 22 and 23 and a portion of Sections 18 and 20, Township 2 North, Range 28 East; and a portion of Section 1, Township 1 North, Range 28 East and a portion of Section 6, Township 1 North, Range 29 East; together with all of the subdivision New Franklinton, EXCEPT Lots 2, 24, 26 and the West 1/2 of Lot 16, as shown on Plat Book 3, Page 52, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of Florida State Road 105, also known as A 1A, a 200 foot Right of Way as now established; run thence South $19^{\circ} 33' 10''$ East along said Westerly Right of Way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North $89^{\circ} 59' 50''$ East, a distance of 212.24 feet to the Easterly Right of Way line of said State Road A 1A; run thence North $19^{\circ} 33' 10''$ West along said Easterly Right of Way line a distance of 7174.99 feet to the P. C. of a curve to the Right, said curve being concave Northeasterly and having a radius of 5629.58 feet and a central angle of $21^{\circ} 53' 00''$; thence Northerly along and with the arc of said curve an arc distance of 1447.37 feet said arc being subtended by a chord bearing of North $12^{\circ} 11' 15''$ West and a chord distance of 1443.39 feet; run thence North $85^{\circ} 02' 29''$ East, a distance of 2559.47 feet to the Easterly line of said Section 20; said point hereafter referred to as Reference Point A; thence returning to the point of beginning herein before described;

Page 2

OFFICIAL RECORDS

BOOK 123 PAGE 49

Description for Amella Island Company
February 9, 1972

OFFICIAL RECORDS

BOOK 123 PAGE 49

run thence North $89^{\circ} 59' 50''$ East, a distance of 212.24 feet to the Easterly Right of Way line of said State Road A1A; run thence South $19^{\circ} 33' 10''$ East along said Easterly Right of Way line a distance of 436.00 feet; run thence North $77^{\circ} 32' 20''$ East, a distance of 213.51 feet; thence North $25^{\circ} 39' 07''$ East, a distance of 245.67 feet; run thence South $50^{\circ} 17' 31''$ East, a distance of 294.98 feet to a point; run thence North $83^{\circ} 29' 50''$ East, a distance of 689 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1972; run thence in a Northerly direction along said high tide line, a distance of 8724 feet, more or less, to a line which bears North $86^{\circ} 52' 15''$ East from the aforementioned Reference Point A; run thence South $86^{\circ} 52' 15''$ West, a distance of 702 feet, more or less, to said Reference Point A; run thence South $85^{\circ} 02' 29''$ West, a distance of 2559.47 feet to a point in the Easterly Right of Way line of said State Road A1A, said point also lying and being in a curve concave Northeasterly and having a radius of 5629.58 feet and a central angle of $21^{\circ} 53' 00''$; thence Southerly along and with the arc of a curve an arc distance of 295.99 feet, said arc being subtended by a chord bearing of South $6^{\circ} 19' 42''$ East and a chord distance of 295.96 feet to a point; run thence South $82^{\circ} 09' 55''$ West, a distance of 200.0 feet to a point in the Westerly Right of Way line of State Road A1A; thence departing from said roadway run North $19^{\circ} 42' 38''$ West, a distance of 263.80 feet; thence South $83^{\circ} 24' 28''$ West, a distance of 1267.80 feet; run thence South $10^{\circ} 29' 48''$ West, a distance of 130.61 feet; run thence North $67^{\circ} 34' 12''$ West, a distance of 411 feet, more or less, to the division line between the marsh lands and high lands as established on February 5, 1972; run thence in a general Southerly direction along said division line, a distance of 24,500 feet, more or less, to an intersection with a line which bears South $89^{\circ} 59' 50''$ West from the point of beginning; run thence North $89^{\circ} 59' 50''$ East, a distance of 121 feet more or less, to the point of beginning. Containing 81.7 acres, more or less.

EXHIBIT F-29

EXCEPTING therefrom said State Road A1A, EXCEPTING also Parcels No. 1, 2, 3, 4, 5 and Villa Parcels No. 4 and 14, Nassau County, Florida and subject to easement as described in Official Record Book 53, Page 115, current public records and being more particularly described as follows:

Parcel 1

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

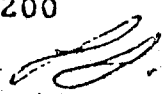
For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200 foot Right of Way as now established; run thence North $19^{\circ} 33' 10''$ West, along said Westerly Right of Way line a distance of 4879.04 feet to a point; run thence North $70^{\circ} 26' 50''$ East, perpendicular to said Westerly Right of Way line, a distance of 200 feet to a point in the Easterly Right of Way line of said State Road A1A, said point also being the point of beginning.

From the point of beginning thus described, run thence North $88^{\circ} 01' 50''$ East, a distance of 580.80 feet to a point; run thence North $19^{\circ} 33' 10''$ West, parallel to said Easterly Right of Way line, a distance of 75 feet to a point, run thence South $88^{\circ} 01' 50''$ West, a distance of 580.80 feet to a point in said Easterly Right of Way line; run thence South $19^{\circ} 33' 10''$ East along said Easterly Right of Way line, a distance of 75 feet to the point of beginning.

Parcel 2

A portion of Section 20, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200



OFFICIAL RECORDS

Page 4

~~121~~

Description for Amelia Island Company
February 9, 1972

OFFICIAL RECORDS

BOOK 123 PAGE 51

Parcel 2 (continued)

foot Right of Way as now established; run thence North $19^{\circ} 33' 10''$ West, along said Westerly Right of Way line, a distance of 5029.04; run thence North $70^{\circ} 26' 50''$ East, perpendicular to said Westerly Right of Way line, a distance of 200 feet to a point in the Easterly Right of Way line of said State Road A 1A, said point also being the point of beginning.

From the point of beginning thus described, run thence North $88^{\circ} 01' 50''$ East, a distance of 580.80 feet to a point, run thence South $19^{\circ} 33' 10''$ East, parallel to said Easterly Right of Way line a distance of 75 feet to a point; run thence South $88^{\circ} 01' 50''$ West, a distance of 580.80 feet to a point in the said Easterly Right of Way line of State Road A 1A; run thence North $19^{\circ} 33' 10''$ West along said Easterly Right of Way line a distance of 75 feet to the point of beginning.

Parcel 3

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A 1A, a 200 foot Right of Way as now established; run thence North $19^{\circ} 33' 10''$ West, along said Westerly Right of Way line, a distance of 3238.30 feet to a point; run thence North $70^{\circ} 26' 50''$ East, perpendicular to said Westerly Right of Way line, a distance of 199.91 feet to the P.C. of a curve to the Right, said curve being concave Southeasterly

OFFICIAL RECORDS

INSTR # 200339049

QR BK 01183 PG 0196

EXHIBIT F-31

Page 5

Description for Amelia Island Company
February 9, 1972

OFFICIAL RECORDS

RDV

123

PAGE

52

Paragraph 3 (continued)

and having a radius of 350 feet and a central angle of $21^{\circ} 53' 37''$; run thence along and with the arc of a curve an arc distance of 133.74 feet, said arc being subtended by a chord bearing of North $81^{\circ} 23' 38''$ East and a chord distance of 132.93 feet to the the point of tangency of said curve; thence on a tangent bearing of South $87^{\circ} 39' 33''$ East, a distance of 43.96 feet to the P. C. of a curve to the left, said curve being concave Northwesterly and having a radius of 400 feet and a central angle of $19^{\circ} 42' 0''$ thence along and with said curve an arc distance of 137.53, said arc being subtended by a chord bearing of North $82^{\circ} 29' 27''$ East and chord distance of 136.86 feet to the P. T. of a curve; thence on a tangent bearing of North $72^{\circ} 38' 27''$ East, a distance of 29.50 feet to the P. C. of a curve to the right, said curve being concave Southwesterly and having a radius of 150 feet and a central angle of $47^{\circ} 36' 00''$; thence along and with said curve an arc distance of 124.62, said arc being subtended by a chord bearing of South $83^{\circ} 33' 33''$ East, a chord distance 121.06 feet to the point of tangency of said curve; thence on a tangent bearing of South $59^{\circ} 45' 33''$ East, a distance of 144.26 feet to a point; run thence North $30^{\circ} 14' 27''$ East, a distance of 30 feet to the point of beginning.

From the point of beginning thus described, run thence North $15^{\circ} 30' 00''$ East, a distance of 120 feet to a point; run thence North $86^{\circ} 00' 00''$ West, a distance of 25 feet to a point; run thence North $4^{\circ} 00' 00''$ East, a distance of 100 feet to a point; run thence South $86^{\circ} 00' 00''$ East, a distance of 45.35 feet to a point; run thence North $15^{\circ} 30' 00''$ East, a distance of 265.45 feet to a point; run thence

Page 6

OFFICIAL RECORDS

Description for Amelia Island Company
February 9, 1972

Parcel 3 (continued)

OFFICIAL RECORDS

BOOK 123 PAGE 53

North $68^{\circ} 47' 17''$ West, a distance of 376.76 feet to a point; run thence North $29^{\circ} 30' 00''$ East, a distance of 232.00 feet to a point; run thence South $69^{\circ} 00' 00''$ East, a distance of 90 feet to a point; run thence South $29^{\circ} 20' 29''$ East, a distance of 103 feet to a point; run thence South $86^{\circ} 48' 11''$ East, a distance of 215 feet to a point; run thence South $19^{\circ} 15' 00''$ East, a distance of 541.07 feet; run thence North $87^{\circ} 17' 27''$ East, a distance of 169.95 feet to a point; run thence North $11^{\circ} 45' 33''$ West, a distance of 130 feet to a point; run thence North $78^{\circ} 14' 27''$ East, a distance of 289.21 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 398.96 feet and a central angle of $53^{\circ} 15' 00''$; thence along and with the arc of a curve an arc distance of 370.78 feet, said arc being subtended by a chord bearing of South $14^{\circ} 51' 57''$ West and a chord distance of 357.59 feet to the point of tangency of said curve; thence on a tangent bearing of South $41^{\circ} 29' 27''$ West, a distance of 105 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 213.24 feet and central angle of $50^{\circ} 15' 00''$; thence along and with said curve an arc distance of 187.01 feet; said arc being subtended by a chord bearing of South $66^{\circ} 36' 57''$ West and a chord distance of 181.08 feet to the point of tangency of said curve; thence on a tangent bearing of North $88^{\circ} 15' 33''$ West, a distance of 282.00 feet to the P. C. of a curve to the right, said curve being concave North-easterly and having a radius of 236.25 feet and a central angle of $28^{\circ} 30' 00''$; thence along and with said curve an arc distance of 117.52 feet, said arc being subtended by a chord bearing of North $74^{\circ} 00' 33''$ West and a chord distance of 116.31 feet

Description for Anella Island Company
February 9, 1972

~~BOOK 01183 PAGE 0198~~

Parcel 3 (continued)

OFFICIAL RECORDS

BOOK 123 PAGE 54

to the point of tangency of said curve, then on a tangent bearing of North 59° 45' 33" West, a distance of 142.00 feet to the point of beginning. Lands thus described contain 9.62 acres, more or less.

Parcel 4

A portion of Section 23, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200 foot Right of Way as now established; run thence North 88° 30' 10" West along said South line, a distance of 1215.30 feet to a point; run thence North 31° 57' 30" East, a distance of 200.85 feet to the point of beginning.

From the point of beginning thus described, continue North 31° 57' 30" East, a distance of 237.90 feet to a point; run thence North 58° 02' 30" West, a distance of 325 feet to a point; run thence South 31° 57' 30" West, a distance of 195 feet, more or less, to a point between the division line of the marsh lands and the high lands; run thence in a Southeasterly direction along said division line a distance of 400 feet, more or less, to a line which bears South 31° 57' 30" West from the point of beginning; run thence North 31° 57' 30" East, a distance of 12 feet, more or less, to the point of beginning. Lands thus described contain 1.70 acres, more or less.

OFFICIAL RECORDS

Page 8

Description for Amelia Island Company
February 9, 1972~~BOOK 123 PAGE 55~~Parcel 5

OFFICIAL RECORDS

BOOK 123 PAGE 55

A portion of Section 23, Township 2 North, Range 28 East, Nassau County, Florida,

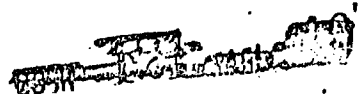
being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200 foot Right of Way as now established; run thence North $88^{\circ} 30' 10''$ West, along said South line, a distance of 1592.35 feet to a point; run thence North $31^{\circ} 57' 30''$ East, a distance of 439.88 feet to the point of beginning.

From the point of beginning thus described, continue North $31^{\circ} 57' 30''$ East, a distance of 190 feet to a point; run thence North $58^{\circ} 02' 30''$ West, a distance of 150 feet to a point; run thence South $31^{\circ} 57' 30''$ West, a distance of 239 feet, more or less, to a point between the division line of the marsh lands and the high lands; run thence in a Southeasterly direction along said division line, a distance of 160 feet more or less, to a line which bears South $31^{\circ} 57' 30''$ West, from the point of beginning; run thence North $31^{\circ} 57' 30''$ East, a distance of 5 feet, more or less, to the point of beginning. Lands thus described contain 0.79 acres, more or less.

Description for Amelia Island Company
February 9, 1972

EXHIBIT F-35



Map Parcel No. 4

portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida,

being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200 foot Right of Way as now established; run thence North $19^{\circ} 33' 10''$ West along said Westerly Right of Way line a distance of 3203.30 feet to a point; run thence South $70^{\circ} 26' 50''$ West, perpendicular to said Westerly Right of Way line a distance of 220.0 feet to a point; run thence North $19^{\circ} 33' 10''$ West, parallel to said Westerly Right of Way line a distance of 41.74 feet to the P. C. of a curve to the left, said curve being concave Southwesterly and having a radius of 195 feet and a central angle of $51^{\circ} 23' 29''$; thence along and with the arc of a curve an arc distance of 174.91 feet, said arc being subtended by a chord bearing of North $45^{\circ} 14' 55''$ West, a chord distance of 169.10 feet to the point of tangency of said curve; thence on a tangent bearing of North $70^{\circ} 56' 39''$ West, a distance of 109.07 feet to the P. C. of a curve to the right, said curve being concave Northeasterly and having a radius of 430 feet and a central angle of $26^{\circ} 00' 09''$; thence along and with the arc of a curve an arc distance of 182.01 feet, said arc being subtended by a chord bearing of North $58^{\circ} 49' 05''$ West and chord distance of 180.66 feet to the point of beginning for this description.

From the point thus described, run thence South $43^{\circ} 03' 34''$ West, a distance of 276.52 feet to a point; run thence North $49^{\circ} 56' 26''$ West, a distance of 480 feet to a point; run thence North $67^{\circ} 56' 26''$ West, a distance of 715 feet to a point; run

OFFICIAL RECORDS

EXHIBIT F-36

10.

Description for Amella Island Company
January 9, 1972



Parcel No. 4 (continued)

OFFICIAL RECORDS

BOOK 123 PAGE 57

... North $11^{\circ} 03' 36''$ East, a distance of 115 feet to a point, said point lying and
... in a curve, said curve being concave Northwesterly and having a radius of
... feet and a central angle of $26^{\circ} 46' 00''$; thence along and with the arc of said curve
... arc distance of 154.16 feet, said arc being subtended by a chord bearing North
... $59^{\circ} 41''$ East and a chord distance of 152.77 feet to the point of tangency of said curve
... on a tangent bearing of North $64^{\circ} 36' 41''$ East, a distance of 28.23 feet to the
... C. of a curve to the right, said curve being concave Southeasterly and having a
... dius of 270 feet and a central angle of $31^{\circ} 25' 30''$; thence along and with the arc of
... curve an arc distance of 148.09 feet, said arc being subtended by a chord bearing
... North $80^{\circ} 19' 26''$ East and a chord distance of 146.24 feet to the point of tangency
... of said curve; thence on a tangent bearing of South $83^{\circ} 57' 49''$ East, a distance of
... 23.59 feet to the P. C. of a curve to the left, said curve being concave Northeasterly
... and having a radius of 530 feet and a central angle of $8^{\circ} 34' 18''$; thence along and
... with the arc of a curve an arc distance of 79.29 feet, said arc being subtended by
... a chord bearing of South $88^{\circ} 14' 58''$ East and a chord distance of 79.22 feet to the
... point of tangency of said curve; thence on a tangent bearing of North $87^{\circ} 27' 53''$
... East, a distance of 27.70 feet to the P. C. of a curve to the right, said curve being
... concave Southwesterly and having a radius of 25 feet and a central angle of $81^{\circ} 05' 14''$
... thence along and with the arc of said curve an arc distance of 35.38 feet, said arc
... being subtended by a chord bearing of South $51^{\circ} 59' 30''$ East and a chord distance
... of 32.50 feet to the point of reversed curve to the left, said curve being concave
... Northeasterly and having a radius of 330 feet and a central angle of $33^{\circ} 29' 36''$;

Description for Amella Island Company

February 9, 1972

EXHIBIT F-37

Villa Parcel No. 4 (continued)

OFFICIAL RECORDS

BOOK

123

PAGE

58

thence along and with the arc of said curve an arc distance of 192.91 feet, said arc being subtended by a chord bearing of South $28^{\circ} 11' 42''$ East and a chord distance of 190.17 feet to the point of tangency of said curve; thence on a tangent bearing of South $44^{\circ} 56' 30''$ East, a distance of 458.76 feet to the P. C. of a curve to the left, said curve being concave Northeasterly and having a radius of 430 feet and a central angle of $26^{\circ} 00' 09''$; thence along and with the arc of said curve an arc distance of 13.13 feet, said arc being subtended by a chord bearing of South $45^{\circ} 49' 00''$ East and a chord distance of 13.13 feet to the point of beginning. Lands thus described contain 8.896 acres, more or less.

Villa Parcel No. 14

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township 2 North, with the Westerly Right of Way line of State Road A1A, a 200 foot Right of Way as now established; run thence North $19^{\circ} 33' 10''$ West along said Westerly Right of Way line, a distance of 1096.95 feet to a point; run thence North $63^{\circ} 48' 39''$ East, a distance of 729.09 feet to a point, said point lying and being in a curve, said curve being concave Northeasterly and having a radius of 375 feet and a central angle of $29^{\circ} 40' 20''$; thence along the arc of the curve an arc distance of 194.20 feet, said arc being subtended by chord bearing of South $41^{\circ} 01'$ East and chord distance of 192.04 feet to the point of tangency of said curve; thence on a tangent bearing of South $55^{\circ} 51' 41''$ East, a distance of 104.43 feet to the P.

OFFICIAL RECORDS

Description for Amelia Island Company
February 9, 1972

Valla Parcel No. 14 (continued)

OFFICIAL RECORDS

BOOK 123 PAGE 59

of a curve to the left, said curve being concave Northwesterly and having a radius of 250 feet and a central angle of $37^{\circ} 45' 54''$; thence along and with the arc of a curve an arc distance of 164.78 feet, said arc being subtended by a chord bearing of South $74^{\circ} 44' 38''$ East and chord distance of 161.81 feet to the point of tangency of said curve; thence on a tangent bearing of North $86^{\circ} 22' 25''$ East, a distance of 53.37 feet to the P. C. of a curve to the right, said curve being concave Southwesterly and having a radius of 175 feet and a central angle of $80^{\circ} 51' 27''$; thence along and with the arc of a curve an arc distance of 42.79 feet, said arc being subtended by a chord bearing of South $86^{\circ} 37' 20''$ East and chord distance of 42.68 feet to the point of beginning; run thence North $11^{\circ} 03' 51''$ West, a distance of 275.41 feet to a point; run thence North $20^{\circ} 37' 31''$ West, a distance of 100.69 feet to a point; run thence North $05^{\circ} 08' 05''$ West, a distance of 178.84 feet to a point; run thence North $89^{\circ} 24' 14''$ East, a distance of 407.81 feet to a point; run thence South $09^{\circ} 42' 56''$ East, a distance of 185 feet to a point; run thence South $03^{\circ} 19' 14''$ East, a distance of 330.38 feet to a point; run thence South $71^{\circ} 12' 35''$ West, a distance of 271.82 feet to a point in a curve, said curve being concave Southwesterly and having a radius of 175 feet and a central angle of $80^{\circ} 51' 27''$; thence along and with the arc of a curve an arc distance of 111.90 feet to the point of beginning, said arc being subtended by a chord bearing of North $61^{\circ} 17' 54''$ West, a chord distance of 110 feet.

Land thus described contain 5.022 acres, more or less.

ISO EXCEPTING THE TRACT DESCRIBED BELOW

OFFICIAL RECORDS

BOOK 123 PAGE 60

Portions of Sections Eighteen (18) and Twenty (20), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

For point of reference, commence at the point of intersection of the line dividing said Sections Eighteen (18) and Twenty (20) with the Southerly boundary of Tract "C", American Beach, Section Three (3), according to plat recorded in the Public Records of said County in Plat Book 2, page 64, and run North Eighty-three (83) degrees, Thirty-two (32) minutes East, along said Southerly boundary, a distance of One Hundred Thirty-five and Ninety-six Hundredths (135.96) feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North Eighty-three (83) degrees, Thirty-two (32) minutes East and along said Southerly boundary, a distance of Six Hundred and Seventy-eight Hundredths (600.78) feet, more or less, to a point in the high-water line of the Atlantic Ocean; run thence Southerly along said line, following the meanderings of same, as follows:

First Course: South Four (4) degrees, Sixteen (16) minutes East, a distance of One Hundred Sixty and Fifty-three Hundredths (160.53) feet to a point; Second Course: South Two (2) degrees, Eleven (11) minutes East, a distance of Two Hundred Ninety-seven and Thirty-five Hundredths (297.35) feet to a point; Third Course: South Three (3) degrees, Seventeen (17) minutes East, a distance of Two Hundred Ninety-six and Ninety-nine Hundredths (296.99) feet to a point; Fourth Course: South Four (4) degrees, Eleven (11) minutes East, a distance of Two Hundred Ninety-seven and Twelve Hundredths (297.12) feet to a point; Fifth Course: South Three (3) degrees, Forty-one (41) minutes East, a distance of Two Hundred Ninety-seven and Nineteen Hundredths (297.19) feet to a point; Sixth Course: South Three (3) degrees, Fifty-seven (57) minutes East, a distance of Two Hundred Ninety-seven and Twelve Hundredths (297.12) feet to a point; Seventh Course: South Four (4) degrees, Sixteen (16) minutes East, a distance of Ten and Nine Hundredths (10.09) feet to a point; run thence South Eighty-six (86) degrees, Twenty-seven (27) minutes West, a distance of Six Hundred (600.00) feet to a point; run thence North Three (3) degrees, Thirty-two (32) minutes, Twenty-three (23) seconds West, a distance of One Thousand Six Hundred Twenty-five and Sixty-nine Hundredths (1,625.69) feet to the Point of Beginning.

OFFICIAL RECORDS

EXHIBIT F40

OFFICIAL RECORDS

3508

BOOK 123 PAGE 61

FILED AND RECORDED
IN OFFICE

1972 FEB 29 AM 9:42

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

(CLEI.)

Portions of Sections ^{NASS} Eighteen (18) and Twenty (20), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

For point of reference, commence at the point of intersection of the line dividing said Sections Eighteen (18) and Twenty (20) with the Southerly boundary of Tract "C", American Beach, Section Three (3), according to plat recorded in the Public Records of said County in Plat Book 2, page 64, and run North Eighty-three (83) degrees, Thirty-two (32) minutes East, along said Southerly boundary, a distance of One Hundred Thirty-five and Ninety-six Hundredths (135.96) feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North Eighty-three (83) degrees, Thirty-two (32) minutes East and along said Southerly boundary, a distance of Six Hundred and Seventy-eight Hundredths (600.78) feet, more or less, to a point in the high-water line of the Atlantic Ocean; run thence Southerly along said line, following the meanderings of same, as follows:

First Course: South Four (4) degrees, Sixteen (16) minutes East, a distance of One Hundred Sixty and Fifty-three Hundredths (160.53) feet to a point; Second Course: South Two (2) degrees, Eleven (11) minutes East, a distance of Two Hundred Ninety-seven and Thirty-five Hundredths (297.35) feet to a point; Third Course: South Three (3) degrees, Seventeen (17) minutes East, a distance of Two Hundred Ninety-six and Ninety-nine Hundredths (296.99) feet to a point; Fourth Course: South Four (4) degrees, Eleven (11) minutes East, a distance of Two Hundred Ninety-seven and Twelve Hundredths (297.12) feet to a point; Fifth Course: South Three (3) degrees, Forty-one (41) minutes East, a distance of Two Hundred Ninety-seven and Nineteen Hundredths (297.19) feet to a point; Sixth Course: South Three (3) degrees, Fifty-seven (57) minutes East, a distance of Two Hundred Ninety-seven and Twelve Hundredths (297.12) feet to a point; Seventh Course: South Four (4) degrees, Sixteen (16) minutes East, a distance of Ten and Nine Hundredths (10.09) feet to a point; run thence South Eighty-six (86) degrees, Twenty-seven (27) minutes West, a distance of Six Hundred (600.00) feet to a point; run thence North Three (3) degrees, Thirty-two (32) minutes, Twenty-three (23) seconds West, a distance of One Thousand Six Hundred Twenty-five and Sixty-nine Hundredths (1,625.69) feet to the Point of Beginning.

4221

FILED AND RECORDED
IN OFFICE

1972 APR 15 PM 2:09

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

RECD MAY 12 1972

OFFICIAL RECORDS BOOK 124 PAGE 200

RE-RECORDED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NAHAU COUNTY, FLORIDA
AND
PROVISIONS FOR THE AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of April
1972, by Amelia Island Company, a Delaware corporation with its
principal place of business at Amelia Island, Florida, hereinafter
called "Company."

W I T N E S S E T H :

WHEREAS, Company is the owner of the real property
described in Article II of this declaration and desires to create
thereon a planned unit development community known as Amelia Island
Plantation with certain facilities, amenities and services for the
use and benefit of all property owners within such community; and

WHEREAS, Company desires to provide for the preserva-
tion of the values and amenities and for the maintenance of common
facilities, services and properties; and to this end, desires to sub-
ject the real property described in Article II together with such
additions as may hereafter be made, as provided in Article II, to
the covenants, restrictions, easements, affirmative obligations,
charges and liens, hereinafter set forth, each and all of which is
and hereby declared to be for the benefit of said property and each
and every owner of any and all parts thereof; and

WHEREAS, Company deems it desirable, for the efficient
preservation of the values and amenities in said community, to create
an agency to which can be delegated and assigned the power and au-
thority of maintaining and administering the common properties and
services and administering and enforcing the covenants and restric-
tions governing the same and collecting and disbursing all assess-
ments and charges necessary for such maintenance, administration and
enforcement, as hereinafter created; and

WHEREAS, Company has caused to be incorporated under the
laws of the State of Florida, a non-profit corporation, Amelia Island
Plantation Community Association, Inc. for the purpose of exercising
the functions aforesaid, and which are hereinafter more fully set
forth;

NOW THEREFORE, the Company declares that the real
property described in Article II and such additions thereto as may
hereafter be made pursuant to Article II hereof, is and shall be held,
transferred, sold, conveyed, given, donated, leased, occupied and
used subject to the covenants, restrictions, conditions, easements,
charges, assessments, affirmative obligations, and liens (hereinafter
sometimes referred to as "the Covenants") hereinafter set forth.

Re-Recorded for the purpose of correcting the legal description

OFFICIAL RECORDS BOOK 124 PAGE 201

ARTICLE I.

DEFINITIONS:

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation.

(b) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of the owners, persons occupying dwelling places or accommodations of owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided however, that any lands which are leased by the Association for use as Common Properties, shall lose their character as Common Properties upon the expiration of such lease. Common Properties shall not include those tracts of land falling within the definition of "Restricted Common Properties" set forth below.

(d) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties.

(e) "Residential Lot" shall mean any unimproved parcel of land located within the Properties, with the exception of the Common Properties and the Restricted Common Properties, which is intended for use as a site for a single family detached dwelling or patio dwelling shown upon any recorded final subdivision map of any part of the Properties.

OFFICIAL RECORDS BOOK 124 PAGE 202

A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially completed.

(f) "Multi-Family Lot" shall mean any unimproved parcel of land located within the Properties except for Common Properties and Restricted Common Properties intended for use as a site for multi-family dwellings including condominium regimes, townhouses, co-operative apartments or apartments. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(g) "Public and Commercial Lot" shall mean any unimproved parcel of land within the Properties, with the exception of Common Properties and Restricted Common Properties intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, places of worship, community, civic, social, and cultural clubs and centers, libraries, nursery and other schools, schools of special instruction, medical centers, hospitals, clinics, nursing, care, rest and convalescent homes, charitable institutions, restaurants, hotels, motels, inns, theaters, lounges, recreational facilities, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations; provided, however, that a "Public and Commercial Lot" shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Lot. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(h) "Public and Commercial Unit" shall mean and include any improved parcel of land within the Properties, with the exception of Common Properties and Restricted Common Properties, which are intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to all those enterprises enumerated in subparagraph (f) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are substantially complete.

(i) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Nassau County,

Florida, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one year; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(j) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article III hereof.

(k) "Company" shall mean Amelia Island Plantation Company, Inc., and its successors and assigns.

(l) "Intended for use" shall mean the use intended for various parcels within the Properties as designated on the Master Plans for the Properties prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(m) "Affiliate" shall mean any corporation more than 50% of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a 50% proprietary interest.

(n) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties." All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of owners of Residential Lots and Family Dwelling Units, their immediate families, guests accompany-

OFFICIAL RECORDS BOOK 124 PAGE 204

ing such owners, tenants of such owners holding leases of 9 months duration or longer, and the Company, and to be closed to use of (1) tenants of such owners holding leases less than 9 months duration; (2) resort accommodation "paying guests"; (3) visiting members of the general public, with all use of Restricted Common Properties to be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

ARTICLE II

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

All that tract or parcel of land, situate lying and being on Amelia Island, Nassau County, Florida, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Company intends to develop the existing property in accordance with Master Plans prepared in its Design Department, and placed on display in its reception and sales office, and other areas. The Company reserves the right to review and modify the Master Plans at its sole option from time to time based upon its continuing research and design program. The Master Plans shall not bind the Company, its successors and assigns to adhere to the Master Plans in the development of the land shown thereon. Subject to its right to modify the Master Plans as stated herein, the Company shall convey to the Association properties designated for such conveyance in its annual publication "Amelia Island Plantation Property Owners Guide" and, in addition, may at its option convey to the Association as provided in Article IV those parcels of land designated as properties which may be transferred to the Association on the Master Plans, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association these properties shall become Common Properties or Restricted Common Properties as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. The Company shall have full power to add to, subtract from or make changes in the Master Plans regardless of the fact that such actions may alter the relative voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

OFFICIAL RECORDS

BOOK 124 PAGE 205

(a) Additions. The Company, its successors, and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(b) Other Additions. Upon approval in writing of the Association pursuant to three-fourths of the vote at a duly called meeting, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall effect any revocation, change of or addition to the covenants established by this Declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership. Every Owner shall be a member of the Association. The Company shall be a member of the Association.

OFFICIAL RECORDS BOOK 124 PAGE 206

Section 2. Voting Rights. The Association shall have four types of voting membership:

TYPE "A" - Type "A" members shall be all those Owners of Residential Lots and Family Dwelling Units with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "A" member shall be entitled to two votes for each Family Dwelling Unit which he owns. An Owner of a residential Lot upon which a Family Dwelling Unit has not been constructed shall be entitled to one vote for each Residential Lot which he owns. It is the intent of this provision that so long as property qualifies as a Residential Lot by virtue of the fact that improvements have not been constructed thereon the Owner thereof shall have only one vote, but once improvements are constructed on said Lot and it loses its character as a Residential Lot and becomes a Family Dwelling Unit the Owner thereof shall have a total of two votes for the ownership of such property.

TYPE "B" - Type "B" members shall be all those Owners of Multi-Family Lots and Public and Commercial Lots with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "B" member shall be entitled to one vote for each .5 of an acre of area contained in the Multi-Family Lot(s) and/or Public and Commercial Lot(s) which such Type "B" member owns; provided, however, that in computing the number of votes such Member shall have, the area contained in such property shall be rounded off to the nearest .5 of an acre.

TYPE "C" - Type "C" members shall be all those Owners of Public and Commercial Units with the exception of the Company (except as set forth under Type "D" membership provisions below). A Type "C" member shall be entitled to one vote for each 1500 square feet of area covered by a roof, awning, canopy or similarly protected from the elements (this shall hereafter be called "covered area") contained in the Public and Commercial Unit which he owns; provided, however, that in computing the number of votes such an Owner shall have the square footage of covered area shall be rounded off to the nearest 1500 square feet.

TYPE "D" - The Type "D" member shall be the Company. The Type "D" member shall be entitled to the same number of votes as cumulatively held by all Type "A", "B", and "C" members plus one, provided that Type "D" membership shall cease at such time as the Company has less than 10% of the total number of votes held by all members of the Association excluding the votes of the Company as a Type "D" member and computing the Company's votes as a Type "A", "B", and/or "C" member depending upon the type of property owned by the Company at such time. Any provisions herein to the contrary notwithstanding at such time as Type "D" membership ceases to exist, the Company shall become a Type "A", "B" and/or "C" member depending upon the type of property owned by the Company at such time. In no event shall Type "D" membership cease to exist prior to July 4, 1986, unless the Company chooses to abolish Type "D" membership at some earlier date.

When any property entitling the Owner to membership as a Type "A", "B" or "C" member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in part-

OFFICIAL RECORDS . BOOK 124 PAGE 207

nership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one votes, in person or by proxy, his act binds all;
- (2) If more than one vote, in person or by proxy, the act of the majority so voting binds all;
- (3) If more than one vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) If the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even-split for purposes of this paragraph shall be a majority or even-split in interest.
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Type "A", "B", "C" and "D" members are sometimes hereinafter collectively referred to as the "Members."

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A", "B", "C" and "D" member and every tenant and guest of such Type "A", "B", "C" or "D" member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit. The privilege granted to guests and tenants of 9 months or less of members to use and enjoy the Common Properties (but not the right and easement to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use) may be denied to or withdrawn from such guests or tenants of 9 months or less by an affirmative vote of 90% of the votes cast at a meeting of the Association called for the purpose of voting

OFFICIAL RECORDS BOOK 124 PAGE 208

on such denial or withdrawal.

Section 2. Members Easements of Enjoyment in Restricted Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" or "D" member, but not Type "B" or "C" member, shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Family Dwelling Unit. By an affirmative vote of ninety (90%) percent of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Property" may be changed into an unrestricted "Common Property."

Section 3. Title to Common Properties and Restricted Common Properties. The Company covenants for itself, its successors and assigns, that it shall convey to the Association by deed or long-term lease those parcels of land provided for in Section 4 of this Article IV hereof and any other Common Properties or Restricted Common Properties at such time as the Company has completed improvements thereon, if such be required, and the Association, in the opinion of the Company, is able to maintain such improvements, or if the Association is to be responsible for the construction of improvements at such time as the Company feels that the Association is capable of constructing such improvements. Natural areas, marshes, trail areas, roads, etc., shall be conveyed in small or large parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for single family detached and patio housing areas, multi-family lots, and abutting Public and Commercial lots. All said parcels of land may be conveyed to the Association subject to all restrictive covenants of record at the time of the conveyance, and subject to any existing mortgages which in no event shall exceed the book value of the improvements on the property at the date of conveyance. Additionally, the Company may at its election require the Association to pay for any properties conveyed provided that such price shall not exceed the book value of the properties conveyed on the date of conveyance.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Company and of the Association, in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Properties and Restricted Common Properties and providing the services authorized herein and in aid thereof to mortgage said properties; and

(b) The right of the Association to assume and pay any liens or encumbrances against the property at the time of conveyance; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(d) The right of the Association, as provided in its By-Laws, to suspend the rights and easements of enjoyment of any member or any tenant of any member for

OFFICIAL RECORDS BOOK 124 PAGE 209

any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use; and

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Restricted Common Properties and/or facilities therein, including the right of the Association to charge a reasonable toll for the use of roadways belonging to the Association, and each Owner's right of ingress and egress to property which is subject to these covenants shall be subject to such rights of the Association.

(f) The grantee of each lot or parcel of land subject to this Declaration is conveyed only a limited and restricted right of access, ingress and egress to such lot or parcel of land. Such grantee shall have a right of access, ingress and egress to such property only over roadways now or hereafter to be conveyed by the Company to the Association, with such Association having the right to levy a charge or toll for all persons and vehicles using such roadways. The Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of said roadways; provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to the Association to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways; to provide for the maintenance and clean-up of right-of-ways; to provide drainage along said roadways; and to provide for motorized security patrols. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways including but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

(g) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties and Restricted Common Properties; and

(h) The right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as

OFFICIAL RECORDS BOOK 124 PAGE 210

may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership; provided, however, that title to the salt marshes may be conveyed to the National Park Service by a non-profit organization authorized to hold title to and preserve the salt marshes or some other similar organization by a majority of the votes cast at a meeting duly called to vote on such conveyance.

(1) The rights or reversion of the lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

Section 5. The Company shall convey, prior to July 4, 1986, the following properties to the Association, subject to any existing mortgages exceed the book value of the improvements on the property at the date of conveyance, and subject to all the restrictions and limitations of the various Articles of this Declaration, the following:

(a) As Common Properties. There shall be conveyed to the Association all: (1) community roads and the rights-of-way thereof within the properties connecting all Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots and Public and Commercial Units to the highways of the State of Florida; (2) all salt marshes, other than those used for harbours and marinas, lying below three feet mean sea level; (3) the primary dune area along the ocean front, other than those areas used for decks, swimming pools, and other oceanside improvements of Family Dwelling Units and Public and Commercial Units, and the immediately surrounding area; (4) all bike trails, watercourses and lagoons not contained within one Public and Commercial Lot or Multi-Family Lot; (5) all ballfields, playgrounds, community commons parks, swimming pools, etc., not contained within one Public and Commercial Lot or Multi-Family Lot, or within one or more condominium regimes; (6) all nature preserves and historic sites set aside for permanent protection on the Company's Master Plans; (7) all boardwalks and other trails providing common-use trails to the beach; (8) the securities gatehouse and emergency rescue facilities; (9) the sanitary landfill and solid-waste disposal areas; provided, however, that any facilities as described in this subsection which are included

OFFICIAL RECORDS BOOK 124 PAGE 211

within the Common Properties to be conveyed by the Company to the Association.

(b) As Restricted Common Properties. There shall be conveyed to the Association the Members Clubhouse, if such a facility is built by the Company, near the first Tee of the Pete Dye/Jack Nicklaus 27-hole golf course built at part of Phase One of Amelia Island Plantation, but not the Pro Shop, bag storage rooms, cart storage area, golf maintenance area, parking lots, driving range and the entire golf course, all of which will be retained by the Company and operated as a commercial sports facility.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot, or Public and Commercial Unit shall by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Properties and Restricted Common Properties and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, and additions to Common and Restricted Common Properties, payment of the cost of labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages covering Common Properties or Restricted Common Properties at the time of conveyance to the Association.

OFFICIAL RECORDS JMK 124 PAGE 212

The special assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

	<u>Before Installation of Sewer & Water & Paving of Road</u>	<u>After Installation of Sewer & Water & Paving of Road</u>
<u>Residential Lot</u>	\$100.00	\$200.00
<p>The Company shall not be required to pay a Residential Lot assessment on Residential Lots which it owns until 390 days after the recording of a plat in the Office of the Clerk of Circuit Court for Nassau County, Florida, showing such Residential Lot, nor shall the Company be required to pay a Residential Lot assessment on Residential Lots which have been taken off of the market and are not being offered for sale. Any Residential Lots owned by the Company and exempted hereby from Residential Lot assessment shall be assessed as acreage as hereinafter provided.</p>		
<u>Family Dwelling Unit</u>		
For a Family Dwelling Unit containing two (2) bedrooms or less	-----	\$400.00
For a Family Dwelling Unit containing three (3) bedrooms	-----	\$500.00
For a Family Dwelling Unit containing four (4) bedrooms or more	-----	\$600.00
<p>When a Family Dwelling Unit assessment begins on a particular piece of property all previously applicable assessments shall cease.</p>		
<u>Multi-Family Lot</u>	\$100.00 per acre	\$200.00 per acre
<u>Public and Commercial Lot</u>		
Except as set forth below	\$200.00 per acre	\$200.00 per acre

The assessment of Public and Commercial Lots intended for use as a site for a church, hospital, school or buildings owned by a non-profit institution shall be computed at the rate of

\$ 5.00
per acre

\$ 5.00
per acre

Public and Commercial Unit

The assessment for a Public and Commercial Unit shall be calculated on the basis of the square footage of the covered area of such unit at the rate of

\$.25
per square
foot

The assessment of Public and Commercial Units which are churches, hospitals, schools, or buildings owned by non-profit institutions shall be calculated at the rate of

\$.05
per square
foot

All acreage belonging to the Company contained within the Properties, shall be assessed at the rate of \$25.00 per acre. All land owned by the Company within the Properties shall be classified as acreage until such time as a plat is recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, subdividing any portion of the Company's land. After the date of such filing the property shown on said plat shall be assessed on the basis of whatever category of assessable property it falls into, subject to the exception for Residential Lots. In calculating the amount of acreage owned by the Company, the following types of land shall not be included:

- Marsh land, land located below the high water mark of any body of water adjacent to the Properties, land intended for use as the site of roads, parks, greenbelts or conservancy areas, trails, walks, Common Properties or Restricted Common Properties.

The Company, notwithstanding the application of assessment formulas of this Declaration to the contrary shall be assessed in each of the calendar years 1973 and 1974 a sum not less than 50% of the total assessments against all Type "A", "B" and "C" members in each of said years, and in each of the calendar years 1975 and 1976 a sum not less than 30% of the total assessments against all Type "A", "B" and "C" members in each of said years.

The number of bedrooms in a Family Dwelling Unit will be determined by the Company at the time it approves the plans and specifications for the unit. A change in the use of a room from bedroom use to other uses shall not affect the determination made by the Company. In those cases where the determination of the number of bedrooms is not made by the Company, it shall be made by the Board of Directors of the Association.

The Board of Directors shall establish a set of rules for determining when construction has been substantially completed so that property shall be classified as improved property for purposes of assessment and voting rights.

OFFICIAL RECORDS

BOOK 124 PAGE 214

All assessments charged by the Association shall be rounded off to the nearest one dollar.

From and After January 1, 1974, the maximum annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) percent per year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967=100) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger, unless three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the maximum annual assessment. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

The Board of Directors of the Association may, after consideration of current costs and future needs of the Association, fix the annual assessment for any year at an amount less than the applicable maximum annual assessment, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment in subsequent years. However, if the Board of Directors fixes such annual assessment at an amount less than the maximum and it subsequently is determined by the Board that the amount assessed will not be sufficient the Board shall have the power to make a supplemental annual assessment, but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum.

Any increase or decrease in the annual maximum assessment shall be made in such a manner that the proportionate increase or decrease in such maximum assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots, Public and Commercial Units, and the Company, and likewise any time the actual assessment levied by the Board of Directors of the Association is less than the maximum annual assessment such decrease shall be apportioned among the Owners of Residential Lots, Family Dwelling Units, Multi-Family Lots, Public and Commercial Lots, Public and Commercial Units, and the Company, such that the proportionate decrease received by each class of Owners of the various classified properties is equal. The proportionate share of the annual assessment borne by any particular class of owners of the various classes of property may be altered only by the favorable vote of ninety (90%) percent of the votes cast at a duly called meeting of the Association, and by 90% of the votes cast at said meeting by the members of the classes whose proportionate share is being altered. Provided, however, this provision shall not prevent the Company from altering its proportionate share of the annual assessment as provided in Article VII Section 2.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the Common Properties or restricted com

OFFICIAL RECORDS BOOK 124 PAGE 215

mon Properties including the necessary fixtures and personal property related thereto, or addition to the Common Properties or Restricted Common Properties, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the sum of the total applicable maximum assessments for all property in that class for the year during which such special assessment is approved expressed as a percentage of the sum of the total applicable maximum assessment for all property within the Properties for the year during which such assessment is approved. Such special assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment, for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximums set forth in Section 3 of this Article plus an additional special assessment which additional assessment being considered alone may not exceed the amount set for the maximum annual assessment. The fact that the Association has made an annual assessment for any amount up to the permitted maximum shall not effect its right to also make a special assessment during the year.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article 2, Section 2, hereof, and under the By-Laws of the Association.

Section 6. Quorum for any Action Authorized Under this Article. The quorum required for any action authorized to be taken by the Association members under this Article shall be as follows:

The first time any meeting of the members of the Association is called to take action under this Article the presence at the meeting of members or proxies entitled to cast 60% of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of members or proxies entitled to cast 50% of the total vote of the membership of the Association.

Section 7. Date of Commencement and Pro Ration of Annual Assessments. Due Date. The annual assessments provided for herein shall commence on January 1, 1973.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable 180 days after the day fixed for commencement. The assessments for any year after the first year shall become due and payable on January 1, of said year, and shall become past due on March 31 of the same year. The Board of Directors of the Association shall have the power to change the date upon which annual assessments become due and payable and

OFFICIAL RECORDS

BOOK 124 PAGE 216

also to determine the manner of payment of annual assessments, i.e., lump sum, monthly installments, etc., provided, however, that the annual assessments shall be due and payable at least annually.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. All assessments shall be based on the status and classification of property on January 1 of each year, without adjustment for improvements completed during the year.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with interest thereon at the rate of eight (8%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant

OFFICIAL RECORDS BOOK 124 PAGE 217

to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgage to a subsequent owner, provided, however, that the mortgagee shall not be liable for assessments until it has held title to the property for more than one (1) year.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All Common Properties and Restricted Common Properties as defined in Article 1, Section 1, hereof;
- (c) Property owned by the Company or an affiliate of the Company which is used for any of the following purposes:
 - 1. in the maintenance and service of facilities within the properties;
 - 2. utilities, community halls, meeting rooms, conference centers, educational facilities and offices of the company.

ARTICLE VI

FUNCTIONS OF ASSOCIATION:

Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties. The Association shall be authorized to own and maintain Common Properties and Restricted Common Properties equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Properties;
- (b) for sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Properties;
- (c) for police and fire protection including police stations and/or guardhouses, police equipment and fire stations and fire fighting equipment;
- (d) for emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;
- (e) for providing any of the services which the Association is authorized to offer under

OFFICIAL RECORDS BOOK 124 pg. 218

Section 2 of this Article.

- (f) for purposes set out in deeds or long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 3 of this Article.
- (g) for swimming pools, beach shelter, fishing decks and other recreational facilities of any nature, community meeting facilities, and commercial or service centers serving the Properties.

Section 2. Services. The Association shall be authorized to provide the following services:

- (a) cleanup and maintenance of all roads, roadways, parkways and other Common Properties or Restricted Common Properties within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole.
- (b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Properties.
- (c) lighting of roads, sidewalks and walking paths throughout the Properties.
- (d) police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.
- (e) fire protection and prevention.
- (f) beach maintenance, which shall include beach preservation and cleanup, on beaches immediately adjacent to the Properties as well as complete life-guard services along said beach.
- (g) garbage and trash collection and disposal.
- (h) insect and pest control to the extent that it is necessary to supplement the service provided by the state and local governments.
- (i) the services necessary to carry out the Associations obligations and business under the terms of this document.

OFFICIAL RECORDS BOOK 124 PAGE 219

- (j) maintenance of all lakes and lagoons located within the properties including the stocking of such lakes and lagoons.
- (k) to take any and all actions necessary to enforce all covenants and restrictions effecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties.
- (l) to set up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose.
- (m) improvement of fresh and salt water fishing available to members within the Properties and waters adjacent thereto.
- (n) to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests.
- (o) to provide legal and scientific resources for the improvement of air and water quality within and adjacent to the Properties.
- (p) to maintain a water search and rescue boat for the protection and safety of those in the waters surrounding the Properties.
- (q) to provide safety equipment for storm emergencies.
- (r) to maintain a general library and collection of historical objects and documents pertaining to the Properties, North Florida and South Georgia.
- (s) to support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties which shall include but not be limited to Nassau and Duval Counties.
- (t) to provide special entertainment and festivals.
- (u) to construct improvements on Common Properties or Restricted Common Properties for use for any of the purposes authorized in Section 1 of this Article, or as may be

OFFICIAL RECORDS BOOK 124 PAGE 220

required to provide the services as authorized in this Section 2 of this Article.

- (v) to provide water and sewage to all portions of the Properties.

Section 3. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified in Sections 1 and 2 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or provide, may be added to or reduced at any time upon the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association; provided, however, that the functions and services authorized may also be changed by merger or consolidation of the Association pursuant to Article II Section 2 hereof and the By-Laws of the Association.

Section 4. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions.

ARTICLE VII

ARCHITECTURAL CONTROL:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, wall, fence, swimming pool, or other structure shall be commenced erected, or maintained upon the Common Properties or Restricted Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein be made until the plans and specifications therefor showing the nature kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Company or its duly appointed agents.

ARTICLE VIII

GENERAL PROVISIONS:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder

OFFICIAL RECORDS BOOK 124 PAGE 221

shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered; shall be given at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Nassau County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration can be amended at any time provided that three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Real Estate Records for Nassau County, Florida.

The Company may amend this Declaration without the consent of the membership for the following purposes only:

- (a) to lessen the number of votes which the Type "D" member shall have in proportion to the number of votes of all other members of the Association;
- (b) to provide that the Type "D" member shall not vote for certain seats on the Board of Directors and that these seats shall be filled exclusively by the vote of Type "A", "B" and "C" members;

OFFICIAL RECORDS

BOOK 124 PAGE 222

- (c) to increase the amount of the annual assessment due by the Company to the Association;
- (d) to incorporate in this Declaration a specific list of amenities to be conveyed by the Company to the Association, which list shall include all of the items previously set forth herein, and which list may include the specific dates before which said items shall be transferred to the Association and any conditions upon which they will be transferred; and
- (e) for any other purpose which requires a greater contribution by the Company to the Association or which lessens the role of the Company in the operation of the Association and increases the role of the other members.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Nassau County, Florida, on the first day of the calendar month in which said notice is mailed. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Lot, Public and Commercial Lot or Public and Commercial Unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its good faith

OFFICIAL RECORDS BOOK 124 PAGE 223

determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties and Restricted Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties and Restricted Common Properties as trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII Section I, all Common Properties and Restricted Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Nassau County, Florida, which Trustee shall own and operate said Common Properties and Restricted Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The amount of the maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular lot or parcel shall be automatically increased each year by either 5% or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-1990) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the maximum

OFFICIAL RECORDS

BOOK 124 PAGE 224

annual assessment on a lot or parcel shall equal the maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with interest thereon at the rate of 8% per annum the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Company or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided for. Neither the Company nor the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the Common Properties or Restricted Common Properties once the funds provided by the annual assessment have been exhausted.

(e) The Company shall have the right to convey title to The Common Properties and Restricted Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties and Restricted Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by 50% of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Nassau County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties and/or Restricted Common Properties, then for the payment of any obligations incurred by the Trustee in the opera-

OFFICIAL RECORDS BOOK 124 PAGE 225

tion, maintenance, repair and upkeep of the Common Properties or Restricted Common Properties, and the excess, if any, shall be distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties.

IN WITNESS WHEREOF AMELIA ISLAND COMPANY has caused this instrument to be executed the day and year first above written by its duly authorized officers and the corporate seal affixed, pursuant to a resolution duly and unanimously adopted by its Board of Directors.

AMELIA ISLAND COMPANY

Signed, sealed and delivered in the presence of:

Life Russell
Ray Phillips

By: Frank Brumley
Its Executive Vice President

Attest: Margaret Ann Wood
Its Assistant Secretary

[SEAL]

STATE OF FLORIDA)
COUNTY OF NASSAU)

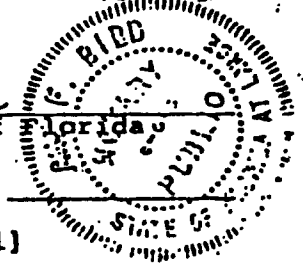
Before me, the undersigned authority personally appeared Frank Brumley and Margaret Ann Wood known to me to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions as Executive Vice President, and the Assistant Secretary of the above named corporation, and severally acknowledged before me that they executed the same in the name of and for that corporation, affixing the corporate seal of that corporation thereto; and that the foregoing is the act and deed of that corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 14 day of May, 1972.

Prepared by:

Douglas D. Batchelor, Jr.
Hull, Towill, Norman,
Barrett & Johnson
P. O. Box 1564
Augusta, GA 30903

James J. Bidd
Notary Public, State of Florida
At Large
My Commission Expires:



[Notarial Seal]

PUBLIC RECORDS
OFFICIAL DEPARTMENT

BOOK 124 PAGE 226

EXHIBIT "A"

A tract of land, comprised of portions of Sections 18, 20, 21, 22 and 23 and Unsurveyed Sections 17, 21 and 22, all in Township 2 North, Range 28 East; Sections 1, 44 (sometimes designated 42), 43 and 42 (sometimes designated 44) and Unsurveyed Sections 1, 2, 12 and 13, all in Township 1 North, Range 28 East; Sections 6, 39, 38 and 7, in Township 1 North, Range 29 East, and Section 31, in Township 2 North, Range 29 East, Nassau County, Florida, said tract being more particularly described as follows:

For point of beginning, commence at a concrete monument located at the point of intersection of the Easterly right of way line of Florida State Road A-1-A (a 200-foot right of way) with the Southerly boundary of Tract A, AMERICAN BEACH, SECTION THREE according to plat recorded in the Public Records of said County in Plat Book 2, Page 64, and run N-83°32'E., along said Southerly boundary, and along the Southerly boundary of Tracts B and C, in said AMERICAN BEACH, SECTION THREE, a distance of 2,559.06 feet to a concrete monument located in the line dividing said Sections 18 and 20; continue thence N-83°32'E., along said Southerly boundary, a distance of 936.74 feet, more or less, to a point in the Mean Low Water line of the Atlantic Ocean; run thence Southerly, along said Mean Low Water line, following the meanderings of same, as follows: S-3° 33' E. 371.96 feet; S-2° 40' E. 300.00 feet; S-4° 30' E. 300.00 feet; S-2° 30' E. 300.00 feet; S-3° 30' E. 300.00 feet; S-4° 15' E. 300.00 feet; S-3° 10' E. 300.00 feet; S-4° 35' E. 300.00 feet; S-2° 45' E. 300.00 feet; S-3° 30' E. 300.00 feet; S-4° 10' E. 300 feet; S-5° 55' E. 300.00 feet; S-5° 20' E. 300.00 feet; S-7° 20' E.

OFFICIAL RECORDS 124 227

300.00 feet; S-6° 55' E. 300.00 feet; S-5° 30' E. 300.00 feet;
 S-7° 40' E. 300.00 feet; S-9° 50' E. 300.00 feet; S-12° 30' E.
 300.00 feet; S-9° 00' E. 300.00 feet; S-10° 00' E. 300.00 feet;
 S-7° 30' E. 300.00 feet; S-11° 15' E. 300.00 feet; S-10° 15' E.
 300.00 feet; S-9° 15' E. 300.00 feet; S-10° 55' E. 300.00 feet;
 S-7° 50' E. 300.00 feet; S-10° 10' E. 300.00 feet; S-15° 40' E.
 300.00 feet; S-12° 35' E. 300.00 feet; S-13° 30' E. 300.00 feet;
 S-7° 40' E. 300.00 feet; S-15° 00' E. 400.00 feet; S-13° 08' E.
 300.00 feet; S-12° 35' E. 300.00 feet; S-14° 00' E. 300.00 feet;
 S-14° 50' E. 300.00 feet; S-15° 45' E. 300.00 feet; S-15° 40' E.
 300.00 feet; S-16° 16' E. 300.00 feet; S-17° 15' E. 300.00 feet;
 S-16° 55' E. 260.00 feet; S-16° 37' E. 300.00 feet; S-17° 18' E.
 300.00 feet; S-16° 00' E. 300.00 feet; S-15° 30' E. 290.00 feet;
 S-19° 00' E. 300.00 feet; S-20° 35' E. 300.00 feet; S-17° 55' E.
 290.00 feet; S-21° 00' E. 300.00 feet; S-17° 30' E. 300.00 feet;
 S-13° 10' E. 310.00 feet; S-11° 15' E. 320.00 feet; S-6° 45' E.
 310.00 feet; S-2° 10' E. 306.00 feet; S-3° 20' W. 303.00 feet;
 S-6° 30' W. 314.00 feet; S-5° 52' E. 304.00 feet; S-8° 10' W.
 345.00 feet; S-22° 30' W. 344.00 feet; S-23° 50' W. 280.00 feet;
 S-20° 05' W. 300.00 feet; S-13° 47' W. 300.00 feet; S-24° 40' W.
 340.00 feet; S-40° 45' W. 200.00 feet; S-47° 45' W. 200.00 feet;
 S-56° 00' W. 200.00 feet; S-66° 07' W. 125.00 feet; S-80° 50' W.
 255.00 feet to a point where said Mean Low Water line of the
 Atlantic Ocean is intersected by the Mean Low Water Line
 of Nassau Sound; run thence Westerly and Northerly, along
 said Mean Low Water line of Nassau Sound, following the
 meanderings of same, as follows:
 N-85° 05' W. 190.00 feet; N-59° 00' W. 185.00 feet; N-52° 05' W.
 340.00 feet; N-41° 25' W. 300.00 feet; N-43° 13' W. 260.00 feet;
 N-36° 00' W. 290.00 feet; N-44° 30' W. 290.00 feet; N-40° W

OFFICIAL RECORDS

BOOK 124 PAGE 228

300.00 feet; N-42° 10' W. 300.00 feet; N-34° 30' W. 300.00 feet;
 N-33° 05' W. 300.00 feet; N-27° 40' W. 200.00 feet; N-16° 35' W.
 100.00 feet; N-4° 45' W. 100.00 feet; N-7° 42' E. 100.00 feet;
 N-32° 50' W. 200.00 feet; N-32° 52' W. 180.00 feet; N-29° 20' W.
 200.00 feet; N-25° 47' W. 300.00 feet; N-49° 58' W. 150.00 feet;
 N-37° 38' W. 300.00 feet; N-45° 19' W. 240.00 feet; N-33° 50' W.
 190.00 feet; N-42° 50' W. 300.00 feet; N-43° 18' W. 300.00 feet;
 N-45° 47' W. 215.00 feet; N-54° 10' W. 150.00 feet; N-56° 40' W.
 150.00 feet; N-66° 05' W. 150.00 feet; N-58° 40' W. 300.00 feet;
 N-70° 35' W. 275.00 feet; N-53° 15' W. 150.00 feet; N-83° 00' W.
 150.00 feet; N-51° 10' W. 100.00 feet; N-42° 40' W. 200.00 feet;
 N-54° 25' W. 200.00 feet; N-42° 10' W. 100.00 feet; N-34° 10' W.
 200.00 feet; N-39° 10' W. 300.00 feet; N-37° 10' W. 300.00 feet;
 N-30° 15' W. 120.00 feet to a point where said Mean Low Water line
 of Nassau Sound is intersected by the Mean Low Water line of
 South Amelia River; run thence Northwesterly, along said Mean Low
 Water line of South Amelia River, following the meanderings of
 same as follows: N-44° 30' W. 350.00 feet; N-32° 40' W. 100.00
 feet; N-30° 15' W. 300.00 feet; N-25° 05' W. 300.00 feet; N-22°
 35' W. 280.00 feet; N-40° 50' W. 300.00 feet; N-47° 00' W. 280.00
 feet; N-43° 05' W. 270.00 feet; N-27° 25' W. 300.00 feet; N-37°
 30' W. 290.00 feet; N-28° 00' W. 300.00 feet; N-29° 45' W. 200.00
 feet; N-27° 15' W. 200.00 feet; N-30° 00' W. 200.00 feet; N-23°
 50' W. 300.00 feet; N-15° 32' W. 319.57 feet; N-17° 40' W. 295.00
 feet; N-15° 15' W. 300.00 feet; N-17° 40' W. 288.00 feet; N-14°
 40' W. 255.00 feet; N-14° 40' W. 290.00 feet; N-10° 10' W. 300.00
 feet; N-2° 40' E. 293.00 feet; N-2° 25' W. 300.00 feet; N-1° 40' E.
 295.00 feet; N-5° 20' W. 305.00 feet; N-00° 10' W. 298.00 feet;
 N-7° 40' W. 305.00 feet; N-3° 30' W. 304.00 feet; N-3° 30' E. 298.00
 feet; N-6° 50' W. 297.00 feet; N-8° 40' W. 287.00 feet; N-12° 00'
 W. 298.00 feet; N-22° 45' W. 295.00 feet; N-18° 55' W. 295.00 feet;
 N-22° 12' W. 295.00 feet; N-23° 50' W. 296.00 feet; N-27° 35' W.

OFFICIAL RECORDS APR 124 MAY 229

293.00 feet; N-16° 15' W. 290.00 feet; N-10° 35' W. 156.55 feet to a point where said Mean Low Water line of South Amelia River is intersected by the line dividing said Unsurveyed Sections 17 and 21; run thence S-89° 56' E., along said dividing line, a distance of 2,316.00 feet to a point; run thence N-00° 04' E. a distance of 1,310.00 feet to a point; run thence S-89° 56' E., along the Northerly boundary of the South Half of Government Lot 3, in said Unsurveyed Section 17, a distance of 332.87 feet to a point in the High Water line of South Amelia River; run thence Northerly and Northeasterly, along said High Water line, following the meanderings of same, as follows: N-9° 56' E. 336.14 feet; N-21° 32' W. 91.30 feet; N-46° 21' E. 64.98 feet; N-81° 58' E. 100.90 feet; N-41° 04' E. 93.65 feet; N-6° 45' E. 103.27 feet to a point located in the Northerly boundary of that certain property conveyed by Evelyn H. Hamilton, et al; to Union Carbide Corporation, by deed recorded in the Public Records of said County in Deed Book 248, Page 396; run thence N-89° 57' E., along said Northerly boundary, a distance of 1,417.47 feet to a point in a curve in the Westerly right of way line of said State Road A-1-A; run thence Northerly, along the arc of said curve, concave Easterly and having a radius of 5,829.58 feet, a chord distance of 178.20 feet to a point, the bearing of the aforementioned chord being N-11° 01' W.; run thence N-18° 01' W., along the Easterly right of way line of an old County Road, a distance of 310.79 feet to a point located at the Southwest corner of Tract A, AMERICAN BEACH, SECTION THREE, according to the plat aforementioned; run thence N-83° 24' E., along the Southerly boundary of said Tract A, a distance of 54.38 feet to a point in the Westerly right of way line of said State Road A-1-A; continue thence N-83° 24' E., along said Southerly boundary and across said State Road A-1-A, a distance of 200.00 feet to the point of beginning:
EXCEPTING from the foregoing tract of land any land lying or being within the right of way of said State Road A-1-A.

4648
FILED AND RECORDED
IN OFFICE

1972 MAY 12 PH 4:22

D. O. OXLEY
CLERK CIRCUIT COURT

EXHIBIT F-71

OFFICIAL RECORDS

BOOK 178 Page 249

AMENDMENT BY RESTATEMENT OF THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR AMELIA
ISLAND PLANTATION, NASSAU COUNTY, FLORIDA,
AND PROVISIONS FOR THE AMELIA ISLAND
PLANTATION COMMUNITY ASSOCIATION, INC.

Rec. 66-00
REC'D AUG 10 1974

THIS AMENDMENT BY RESTATEMENT made this 19th day of August, 1974, by Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, with its principal place of business at Amelia Island, Florida, hereinafter called "Association";

WITNESSETH:

WHEREAS, on April 15, 1972, Amelia Island Company, hereinafter called "Company", filed for record a Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, Inc. which is recorded in the Public Records of Nassau County, Florida, at Official Records Book 123, pages 22-61, and on April 21, 1972, executed a Re-Recorded Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for Amelia Island Plantation Community Association, Inc. for the purpose of correcting the description of real property covered by said Declaration, which instrument is recorded in said Public Records at Official Records Book 124, pages 200-229 and which instrument shall hereinafter be referred to as the "Declaration";

WHEREAS, the Association desires to make certain amendments to said Declaration as provided for in Article VIII, Section 2 thereof and feels that the clearest, most efficient way to set forth such amendments is by restatement of said Declaration incorporating all amendments made;

WHEREAS, this Amendment By Restatement was presented to a duly called meeting of the Association, notice of which was mailed to all members of the Association on May 30, 1974, with said meeting being held at Amelia Island Plantation on July 6, 1974, at which meeting members holding a total of 1,277 votes were present in person or by proxy, all of the members of the Association holding at the date of said meeting a total of 1,755 votes, with at least 1,053 votes being required to be present in person or by proxy at any meeting of the Association in order to constitute a quorum;

WHEREAS, a total of at least 1,135 of all votes present were required to be cast in favor of the adoption of this Amendment By Restatement to make its adoption effective and 1,261 votes were cast in favor of adoption of this Amendment by Restatement and 11 votes were cast against the adoption of this Amendment by Restatement, all as fully appears in the minutes of the Association;

WHEREAS, a total of at least 435 votes of Owners of Residential Lots and a total of at least 681 votes of Owners of Family Dwelling Units and a total of at least 18 votes of Owners of Multi-Family lots, and a total of at least 1 vote of Owners of Public and Commercial Lots and a total of at least 1 vote of Owners of Public and Commercial Units were required to be cast in favor of adoption of this Amendment By Restatement to make its adoption effective, and the votes of each of said class of Owners were as follows:

	<u>For Adoption</u>	<u>Against Adoption</u>
Residential Lots	478	5
Family Dwelling Units	751	6
Multi Family Lots	19	0
Public and Commercial Lots	1	0
Public and Commercial Units	1	0

all as fully appears in the minutes of the Association; and

WHEREAS, the Association desires to achieve all of the goals expressed by the Company in the premise of said Declaration;

NOW, THEREFORE, the Association does hereby amend and restate the Declaration filed by the Company so that from the effective date hereof the real property described in Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

instrument prepared by:
Mas D. Batchelor, Jr.
, TOWILL, NORMAN, BARRETT & JOHNSON
Office Box 1564
Sta. Georgia 30903

DEFINITIONS :

Section 1. The following words and terms when used in the Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) "Association" shall mean and refer to the Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

(B) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(C) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of the owners, persons occupying dwelling places or accommodations of owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided however, that any lands which are leased by the Association for use as Common Properties, shall lose their character as Common Properties upon the expiration of such lease. Common Properties shall not include those tracts of land falling within the definition of "Restricted Common Properties" or "Purchased Common Properties" set forth below.

(D) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties." All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of Owners of Residential Lots and Family Dwelling Units, their immediate families, guests accompanying such Owners, tenants of such Owners holding leases of 9 month duration or longer, and the Company, and to be closed to use of (1) tenants of such Owners holding leases less than 9 months duration; (2) resort accommodation "paying guests"; (3) visiting members of the general public; with all use of Restricted Common Properties to be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

(E) "Purchased Common Properties" shall mean and refer to those tracts of land with any improvements thereon containing a regulation length 18-hole golf course and/or an executive length 18-hole golf course and associated clubhouse, pool and tennis facilities, acquired by the Association to be operated as a membership recreational facility with membership criteria to be selected and determined by mutual agreement between the Association's Board and the Company or other owner of such facilities and user costs and operating rules for such facilities to be determined by the Board of Directors of the Association.

OFFICIAL RECORDS

BOOK 178 PAGE 251

(F) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including any single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties.

(G) "Residential Lot" shall mean any unimproved parcel of land located within the Properties, with the exception of the Common Properties and the Restricted Common Properties, which is intended for use as a site for a single family detached dwelling, townhouse, or patio dwelling shown upon any recorded final subdivision map of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(H) "Multi-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for use as sites for multi-family dwellings including, without limitation, condominiums, cooperative apartments, or apartments. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as it has been conveyed by the Company to a third party under covenants and restrictions limiting such property to multi-family use, and further, shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(I) "Public and Commercial Site" shall mean any unimproved parcel of land within the Properties, with the exception of Common Properties and Restricted Common Properties intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, restaurants, hotels, motels, inns, theaters, lounges, recreational facilities, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations; provided, however, that a "Public and Commercial Site" shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed as a "Public and Commercial Site" until such time as it has been conveyed by the Company to a third party under covenants and restrictions limiting such property to public and commercial use, and further, shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete.

(J) "Public and Commercial Unit" shall mean and include any improved parcel of land within the Properties, which are intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Amelia Island Plantation and/or the public, including but not limited to all those enterprises enumerated in subparagraph (I) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are substantially complete.

(K) "Development Unit Parcel" shall mean and refer to any unimproved parcel or tract of land conveyed by the Company to third parties under covenants and restrictions permitting the division of such parcel or tract into smaller land units, such as Residential Lots, Multi-Family Tracts, Public and Commercial Sites, or any combination of use thereof. If a tract of land otherwise qualifying as a Development Unit Parcel is conveyed subject to covenants and restrictions limiting its use to solely a

Multi-Family Tract or a Public and Commercial Site, such property shall be considered as included within paragraphs H or I, above, as the case may be and such property will not be considered a Development Unit Parcel.

(L) "Unsubdivided Land" shall mean and refer to all land in the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which do not qualify as Residential Lots, Multi-Family Tracts, Public and Commercial Sites, or Development Unit Parcels. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly expected from the definition thereof.

(1) All lands committed to the Association through express, written notification by the Company to the Association of intent to convey, or by notification to the Association through publication in the AMELIA ISLAND PLANTATION BUYER'S GUIDE, or other document hereafter designated by the Company, of such intent to convey.

(2) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers; non-profit medical centers, hospitals, clinics, nursing, care, rest and convalescent homes; and charitable institutions.

(3) All lands below the mean high water mark.

(4) All lands designated, in any way, as Common Properties, Restricted Common Properties, or Purchased Common properties.

(M) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Nassau County, Florida, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land, situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one year; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(N) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(O) "Company" shall mean Amelia Island Plantation Company, Inc. and its successors and assigns.

INSTR # 200339049
DR BK 01183 PG 0239

OFFICIAL RECORDS

BOOK 178 PAGE 253

(P) "Intended for use" shall mean the use intended for various parcels within the Properties as designated on the Master Plans for the Properties prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(Q) "Affiliate" shall mean any corporation more than 50% of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a 50% equity interest or an interest in 50% or more of the cash flow from said partnership or joint venture.

(R) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan of the Company for the development of Amelia Island Plantation. Since the concept of the future development of Amelia Island Plantation is subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(S) "Resort Area" shall mean and refer to all those parcels or tracts of land included within that portion of Amelia Island Plantation so designated on Exhibit "B" attached hereto and by specific reference made a part hereof.

(T) "Neighborhood Area" shall mean and refer to those parcels, tracts or lots of land located in close proximity to each other which are intended for, and have been subdivided for, use as Sites for Family Dwelling Units, whether single-family or multi-family, and which are approved by the Board of Directors as a "Neighborhood Area" pursuant to such Rules and Regulations as may be established by the Board.

(U) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association as provided in the By Laws.

ARTICLE II

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

SEE EXHIBIT A

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Company intends to develop the existing property in accordance with Master Plans prepared in its Design Department, and placed on display in its reception and sales office, and other areas. The Company reserves the right to review and modify the Master Plans at its sole option from time to time based upon its continuing research and design program. The Master Plans

shall not bind the Company, its successors and assigns to adhere to the Master Plans in the development of the land shown thereon. Subject to its right to modify the Master Plans as stated herein, the Company shall convey to the Association properties designated for such conveyance in its periodically revised publication, "AMELIA ISLAND PLANTATION PROPERTY BUYER'S GUIDE", or other such document or publication designated by the Company and, in addition, may at its option convey to the Association as provided in Article IV those parcels of land designated as properties which may be transferred to the Association on the Master Plans, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association these properties shall become Common Properties, Restricted Common Properties or Purchased Common Properties as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. The Company shall have the full power to add to, subtract from or make changes in the Master Plans regardless of the fact that such actions may alter the relative voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(A) Additions. The Company, its successors, and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

(B) Other Additions. Upon approval in writing of the Association pursuant to three-fourths of the vote at a duly called meeting, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

(C) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or

EXHIBIT F-77

OFFICIAL RECORDS

BOOK 178 PAGE 255

consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall effect any revocation, change of or addition to the covenants established by this Declaration within the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership. Every Owner shall be a member of the Association. The Company shall be a member of the Association. The membership shall consist of two types, each with distinct rights and privileges.

Type "A" - Type "A" members shall be all those Owners of Residential Lots and any type of Family Dwelling Unit, including the Company.

Type "B" - Type "B" members shall be all those Owners, including the Company, of Multi-Family Tracts and Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels and Unsubdivided Lands.

Section 2. Voting Rights. Each member shall be entitled to one vote as an incidence of ownership of property without regard to the nature, character, or amount, of property owned except in the case of multiple ownership of property which shall be governed as hereinafter provided.

If any member under these provisions shall qualify as both a Type "A" and a Type "B" member then such member shall elect to vote as either one or the other on any particular issue.

Until July 4, 1986, the projected expiration of the development period, the Company shall have a total number of votes equal to the number of votes cumulatively held by all other Members, plus one, providing it a majority of the vote of the Membership through the development period. Upon the expiration of the stated period, the Company shall retain only one vote as an incidence of its ownership of property.

When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument of order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the owners of that property.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Type "A" and "B" members are sometimes hereinafter collectively referred to as the "Members."

OFFICIAL RECORDS

BOOK 178 PAGE 256

Any other provision of this Declaration to the contrary notwithstanding any action proposed to be taken by the Association which has a material adverse impact upon the Company and/or commercial activities within the Properties shall require approval by a majority of the votes of the Type "B" members voting and in addition a majority of the votes of the Type "A" members voting. The Company and the Association, in their reasonable discretion, shall jointly determine whether such proposed action by the Association will have such a material adverse impact. Should the Company and the Association be unable to agree on whether a proposed action would have such a material adverse impact, then the issue shall be decided by a majority vote of an arbitration panel composed of an individual appointed by the Company, an individual appointed by the Association, and a third individual selected by the two appointed members.

Section 3. The Association shall be governed by a Board of Directors as provided in the By-Laws of the Association.

Section 4. Members shall have the power of referendum in certain instances as provided in the By-Laws of the Association.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as provided in the By-Laws of the Association.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy as provided in the By-Laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" or "B" member and every tenant and guest of such Type "A" or "B" member shall have a right and easement of enjoyment in and to the Common Properties and such easement be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit or Development Unit Parcel. The privilege granted to guests and tenants of 9 months or less on an individual basis of members to use and enjoy the Common Properties (but not the right and easement to use the roads belonging to the Association subject to the rules and regulations and fees, if any, established by the Association for such use) may be denied to or withdrawn from such guest or tenants of 9 months or less on an individual basis by the affirmative vote of 90% of the votes cast by Type "A" members and 90% of the votes cast by Type "B" members at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 2. Members Easements of Enjoyment in Restricted Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" member, but not Type "B" member, shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Family Dwelling Unit. By an affirmative vote of ninety (90%) percent of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted

OFFICIAL RECORDS

BOOK 178 PAGE 257

"Common Property" may be changed into an unrestricted "Common Property".

Section 3. Title to Common Properties and Restricted Common Properties. The Company covenants for itself, its successors and assigns, that it shall convey to the Association by deed or 99-year lease or other instruments appropriate to irrevocably convey to the Association the entire beneficial use for 99 years, those parcels of land provided for in Section 6 of this Article IV hereof and any other Common Properties or Restricted Common Properties within two years after the Company has completed improvements thereon, if such be required, and the Association, in the opinion of the Company, is able to maintain such improvements, or if the Association is to be responsible for the construction of improvements at such time as the Company feels that the Association is capable of constructing such improvements. Upon such conveyance, or upon completion of any improvements thereon by the Company, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties and Restricted Common Properties upon which all improvements required to be made by the Company have been completed, notwithstanding the fact that the Company is not obligated to convey or lease such properties to the Association until two years after such improvements have been completed thereon. Natural areas, marshes, trail areas, roads, etc., shall be conveyed in small or large parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for single family detached and patio housing areas, Multi-Family Tracts, and abutting Public and Commercial Sites.

The Company covenants for itself, its successors and assigns, that it shall convey by deed to the Association all Common Properties and Restricted Common Properties which do not require the construction of improvements thereon within two (2) years of notification to the Association, in writing, or through publication in the AMELIA ISLAND PLANTATION BUYER'S GUIDE, or other such document or publication hereinafter designated by the Company, of its intent to convey such properties. Such notification will not normally show metes and bounds and, in any event, the metes and bounds as shown on the recorded plat and deed to the Association shall govern.

All Common Properties or Restricted Common Properties, either improved or unimproved, may be conveyed to the Association subject to: (1) all restrictive covenants of record at the time of the conveyance; and (2) all existing mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association except mortgages on Purchased Common Properties (as described hereinbelow in Section 4 of this Article IV) shall continue to be the sole obligation of the Company or any Affiliate of the Company as the case may be. Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 4. Purchased Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any charges established by the Association, every Type "A" Member shall have a right and easement of enjoyment in and to any property now or hereafter designated Purchased Common Properties pursuant to this Declaration. Purchased Common Properties may not be acquired by the Association unless approved by Referendum of Type "A" Members; provided, however, that the Company shall not be permitted to vote in any Referendum on the question of the acquisition of Purchased Common Properties by the Association, any provisions hereof or in the By-Laws to the contrary notwithstanding. In the event such approval is obtained, the Company may elect to receive in lieu of a cash payment a first mortgage and the Association's promissory note for the purchase of such properties at the then prevailing interest rates for loans on that type property from commercial lending institutions. Except for such Purchased Common Properties the Company may not require the Association to pay for any other type properties conveyed to the

OFFICIAL RECORDS BOOK 178 PAGE 258

Association such as those described in Section 6 (a) or (b) of this Article.

Section 5. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Company and the Association, in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Properties and Restricted Common Properties and providing the services authorized herein and in aid thereof to mortgage said properties;

(b) The right of the Association to assume and pay any liens or encumbrances against the property at the time of conveyance;

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;

(d) The right of the Association, as provided in its By-Laws, to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use the roads belonging to the Association subject to the rules and regulations, if any, established by the Association for such use;

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, Restricted Common Properties, and Purchased Common Properties and/or facilities therein; provided that such fees shall be the same dollar amount for all Owners, guests and tenants of Owners and resort guests of the Company and the right of the Association to charge a reasonable toll for the use of roadways belonging to the Association; provided that such tolls and fees shall not apply to Owners, guests and tenants of Owners or resort guests of the Company and each Owner's right of ingress and egress to property which is subject to these covenants shall be subject to such rights of the Association;

(f) The grantee of each lot or parcel of land subject to this Declaration is conveyed only a limited and restricted right of access, ingress and egress to such lot or parcel of land. Such grantee shall have a right of access, ingress and egress to such property only over roadways now or hereafter to be conveyed by the Company to the Association. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of the Association roadways including but not limited to the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable. The provisions of these paragraphs (e) and (f) may not be amended without approval of the Company;

OFFICIAL RECORDS

BOOK 178 PAGE 259

(g) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties and Restricted Common Properties, and

(h) The right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfer and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership; provided, however, that title to the salt marshes may be conveyed to the National Park Service or a non-profit organization authorized to hold title to and preserve the salt marshes or some other similar organization by a majority of the votes cast at a meeting duly called to vote on such conveyance.

(i) The rights of reversion of the lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

Section 6. The Company shall convey, by deed, 99 year lease, or other instrument sufficient to convey to the Association the full beneficial use for at least 99 years, prior to July 4, 1986, the following properties to the Association, subject to all the restrictions and limitations of the various Articles of this Declaration, and any other restrictions and limitations of record, the following:

(a) As Common Properties. There shall be conveyed to the Association all (1) community roads and the rights-of-way thereof within the properties connecting all Residential Lots, Family Dwelling Units, Multi-Family Tracts, Public and Commercial Sites and Public and Commercial Units to the highways of the State of Florida; (2) all salt marshes, other than those used for harbours and marinas, lying below three feet mean sea level; (3) the primary dune area along the ocean front, other than those areas used for decks, swimming pools, and other oceanside improvements of Family Dwelling Units and Public and Commercial Units, and the immediately surrounding area; (4) all bike trails, water-courses and lagoons not contained within one Public and Commercial Site or Multi-Family Tract; (5) all ballfields, playgrounds, community common parks, swimming pools, etc., not contained within a Public and Commercial Unit or Multi-Family Tract, or within one or more condominium regimes; (6) all nature preserves and historic sites set aside for permanent protection on the Company's Master Plans; (7) all boardwalks and other trails providing common-use trails to the beach; (8) the securities gatehouse and emergency rescue facilities; (9) the sanitary landfill and solid-waste disposal areas; provided, however, that any facilities as described in this subsection which are built at the expense of one other than the Company shall not be included within the Common Properties to be conveyed by the Company to the Association.

OFFICIAL RECORDS

BOOK 178 PAGE 260

(b) As Restricted Common Properties. There shall be conveyed to the Association the Members Clubhouse, if such a facility is built by the Company, near the first Tee of the Pete Dye/Jack Nicklaus 27-hole golf course built as part of Phase One of Amelia Island Plantation, but not the Pro Shop, bag storage rooms, cart storage area, golf maintenance area, parking lots, driving range and the entire golf course, all of which will be retained by the Company and operated as a commercial sports facility.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land shall by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties and Restricted Common Properties but not Purchased Common Properties and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to Common and Restricted Common Properties, payment of the cost to acquire labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages covering Common Properties or Restricted Common Properties at the time of conveyance to the Association. In addition, such assessments may be used to make payments of principal and interest as consideration for the conveyance by the Company to the Association of Purchased Common Properties, if any such conveyance shall be offered by the Company and approved by Member referendum as herein provided, such payments being made both at the time of conveyance to the Association and subsequently in payment of promissory note(s) secured by mortgages on such Purchased Common Properties in amounts sufficient to amortize the debt for any such conveyance over a twenty (20) year term; provided, however, that any increase in assessment required for this purpose shall not apply to the Company or other Type "B" members. (In the case of annual operation of Purchased Common Properties, all funds necessary for such operation shall not be derived from the assessments levied by the Association but rather from user charges

EXHIBIT F-83

OFFICIAL RECORDS

BOOK 178 PAGE 261

and annual user dues for the particular facility. Such user charges and user dues shall be in addition to and not in lieu of any other assessments herein provided for. No initiation fee may be charged to Members as a precondition to use of such Purchased Common Properties facilities, as distinguished from the annual and daily user charges hereinabove referred to, and all Members shall be entitled to identical levels of charges at all times. The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Application of "Minimum" and "Maximum" Assessment. The minimum annual assessment, as set forth in the schedule hereinbelow, shall be levied by the Association unless the Board of the Association determines that the important and essential functions of the Association may be properly funded only by an assessment above or below the minimum but not more than the applicable maximum regular assessment, as set forth in the schedule hereinbelow. If the Board of Directors shall levy the applicable minimum assessment or some lesser amount for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association can not be funded by such assessment, the Board may levy a supplemental assessment but in no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

For the purposes of this Section 3, the term "supplemental assessment" shall mean any assessment in excess of the amount initially assessed by the Board as the regular annual assessment.

The annual assessment minimum and maximum amounts shall be the sums calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3 (L) hereinbelow.

(a) Residential Lots:

Regular Annual Assessment Before Installation of Sewage, Water and Paving of Roads.		Regular Annual Assessment After Installation of Sewage, Water and Paving of Roads.	
Minimum	Maximum	Minimum	Maximum
\$50.00 per lot	\$100.00 per lot	\$100.00 per lot	\$200.00 per lot

Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot, whether conveyed to the purchaser by the Company or held by the Company in its own inventory, until the first day of January after all of the following have been accomplished:

- (1) Recording of a plat in the Office of the Clerk of the Circuit Court of Nassau County, Florida showing such Residential Lot;
- (2) Approval by the Division of Florida Land Sales and the Federal Office of Interstate Land Sales Registration or successor agencies permitting such Residential Lot to be offered for sale;
- (3) The Company shall not be required to pay a Residential Lot assessment on Residential Lots which it owns until 180 days after the occurrence of the events in Subparagraphs (1) and (2) immediately above. Any Residential Lots owned by the Company and exempted from Residential Lot assessment shall be assessed as Unsubdivided Land as hereinafter provided.

OFFICIAL RECORDS

307K 178 April 262

	Minimum Regular Annual Assessment	Maximum Regular Annual Assessment
(b) Family Dwelling Unit:	\$200.00 per unit	\$400.00 per unit
(c) Multi-Family Tract:	1/4 of 1% of bona fide sales price	1/2 of 1% of bona fide sales price
(d) Public and Commercial Site:	1/4 of 1% of bona fide sales price	1/2 of 1% of bona fide sales price
(e) Public and Commercial Unit:		
(1) Motels, inns, and any other multi-unit commercial facility offering year-round over-night accommodations:	\$.25/sq. ft. of enclosed heated & air-conditioned space	\$.50/sq. ft. of enclosed heated & air-conditioned space
(2) Other Commercial Units operated for profit (restaurant, retail store, real estate sales office, etc.):	\$.35/sq. ft.	\$.50/sq. ft.
(3) Commercial Office Space:	\$.25/sq. ft. of enclosed heated & air-conditioned space	\$.50/sq. ft. of enclosed heated & air-conditioned space
(4) All agencies renting bicycles, automobiles, electric carts, or other vehicles within the pro- perties shall pay an assessment on their site whether owned or leased, of:	2.5% of gross receipts	5% of gross receipts
(5) All rental management operations operated from land or buildings located within the Properties or by means of vehicles cir- culating within the Prop- erties shall pay in addi- tion to the assessment on a square footage basis as set forth here- in an assessment of:	1/2 of 1% of gross rentals	1% of gross rentals
(6) Outdoor Recreation Facilities	1% of revenues from hourly, daily, or weekly user fees	2% of revenues from hourly, daily, or weekly user fees

OFFICIAL RECORDS

ADMX 178 PART 263

For purposes of the above assessment, hourly, daily, or weekly user fees shall be strictly construed to exclude an annual Member dues or initiation fees.

(f) Unsubdivided Land:

All Unsubdivided Land contained within the property:	\$25.00/acre	\$50.00/acre
--	--------------	--------------

(g) All Development Unit Parcels contained within the property:

1/4 of 1% of bona fide sales price	1/2 of bona fide sales price
------------------------------------	------------------------------

For purposes of the above assessment, "bona fide sales price" shall be the sales price at which such property was originally conveyed by the Company, its successors or assigns to a third party purchaser.

It is necessary to annually re-determine the basis of assessment for Development Unit Parcels. As portions of such parcels are transformed into, and meet the criteria for, other assessable categories, the cumulative percentage of the total acreage having been transformed of each such parcel shall be applied as a percentage reduction of the original bona fide sales price. The remainder then becomes the basis to which the Development Unit Parcel assessment rate is applied for that year.

In calculating the amount of acreage owned by the Company for the assessment purposes, the following types of land shall not be included: Marsh land, land located below the high water mark of any body of water adjacent to the Properties, land intended for use as the site of roads, parks, greenbelts or conservancy areas, trails, walks, Common Properties or Restricted Common Properties.

The Company, notwithstanding the application of assessment formulas of this Declaration to the contrary shall be assessed in each of the calendar years 1973 and 1974 a sum not less than 50% of the total assessments, against all Type "A" members and such "B" members that are owners of Multi-Family Tracts, Public and Commercial Sites, or Public and Commercial Units, in each of said years, and in each of the calendar years 1975 and 1976 a sum not less than 30% of the total assessments against all Type "A" members and said Type "B" members in each of said years.

(h) The Company shall pay an assessment of one-fourth of one percent (1/4 of 1%) of land sales contracts entered into by the Company for sale of its own land (but not brokerage accounts) for Residential Lots, Multi-Family Tracts, Public or Commercial Sites and Development Unit Parcels as such sales are recognized as current revenues in period of assessment (rather than deferred) in accordance with generally accepted accounting practices.

(i) For purposes of these assessments, a property will be classed as unimproved land, and not as a Family Dwelling Unit or Public or Commercial Unit until roof and windows have been installed, and assessment at the improved property rate shall begin on the next January 1st thereafter.

(j) The Company will provide to the Association upon request a copy of all plats of Amelia Island Plantation properties recorded at the Office of the Clerk of the Circuit Court, Nassau County, by the Company.

(k) All assessments charged by the Association shall be rounded off to the nearest dollar.

BOOK 178 PAGE 264

OFFICIAL RECORDS

(1) From and after January 1, 1974, the maximum and minimum annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) per cent per year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967=100) (hereinafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger, unless three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the maximum and/or minimum annual assessment. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United State Government that may be procured indicating changes in the cost of living.

The Board of Directors of the Association shall not be bound in setting assessment in subsequent years by the amount of assessments set in earlier years; provided, however, that the provisions of this document shall always be followed in setting assessments. Notwithstanding any of the provisions of this article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate its non-profit character.

An increase or decrease in the annual maximum and/or minimum assessment shall be made in such a manner that the proportionate increase or decrease in such maximum and/or minimum assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, or Unsubdivided Land. Likewise, any time the actual assessment levied by the Board of Directors of the Association is more or less than the minimum annual assessment such decrease shall be apportioned among the Owners of Residential Lots, Family Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, or Unsubdivided Land, such that the proportionate increase or decrease received by each class of Owners of the various classified properties is equal; provided, however, that a disproportionate increase or decrease may occur in those instances where the Company or Type "B" members are not to be assessed for the purchase price of Purchased Common Properties. The proportionate share of the annual assessment borne by any particular class of Owners of the various classes of property may be altered only by the favorable vote of ninety (90%) per cent of the votes cast at a duly called meeting of the Association, and by ninety (90%) per cent of the votes cast at said meeting by the members of the classes whose proportionate share is being altered. Provided, however, this provision shall not prevent the Company from altering its proportionate share of the annual assessment as provided in Article VIII, Section 2.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvement upon the Common Properties or Restricted Common Properties but not Purchased Common Properties including the necessary fixtures and personal property related thereto, or addition to the Common Properties or Restricted Common Properties, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that any such assessment shall be approved as specified in the By-Laws; and provided further, that any special assessment for a purpose not available to a Type "B" member, including the Company, shall not be levied against Type "B" members.

EXHIBIT F-87

OFFICIAL RECORDS

BOOK 178 PART 265

The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the sums of the total applicable maximum assessments for all property in that class for the year during which such special assessment is approved expressed as a percentage of the sum of the total applicable maximum assessment for all property within the Properties for the year during which such assessment is approved; provided, however, that a disproportionate special assessment may occur in those instances where it is for a purpose not available to the Company or Type "B" members. Such special Assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment for such year, except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximums set forth in Section 3 of this Article plus an additional special assessment which additional assessment being considered alone may not exceed the amount set for the maximum annual assessment. The fact that the Association has made an annual assessment for any amount up to the permitted maximum shall not affect its right to also make a special assessment during the year.

The Association may establish reserve funds equal to ten (10%) per cent of its receipts from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

On petition of Owners within a particular Neighborhood Area as provided in the By-Laws, the Board of Directors of the Association may levy a special assessment (within the total maximum limits of such special assessments as set forth hereinabove) applicable only to the Owners within that immediate Neighborhood Area, to undertake special neighborhood improvements, neighborhood rehabilitation or construction, and neighborhood maintenance. Whether such special assessment be proposed by the Board of Directors of the Association or by petition as provided for hereinabove, then such proposal shall be submitted to a Referendum as provided by the By-Laws.

Upon approval by Referendum as provided by the By-Laws the Board of Directors of the Association may levy a special assessment (within the total maximum limits of such special assessment as set forth hereinabove) applicable only to the Owners within the Resort Area, to be used for the purpose of establishing resort community transportation facilities including, without limitation, buses, electric vehicles, etc. within the Resort Area, and transportation systems to and from area airports and other major public convenience centers outside of Amelia Island Plantation. Any provisions hereof or in the By-Laws to the contrary notwithstanding, the Company shall not be permitted to vote in any Referendum of Owners within the Resort Area concerning the question of the Association levying a special assessment for the purpose of establishing resort community transportation facilities.

In the event of election by the Members of a Neighborhood Area or the Resort Area to be assessed by the Association for special improvements, construction, or maintenance within those Areas, the Association shall be authorized to borrow money to fund such special improvements, construction, or maintenance and to repay any such loan with the receipts from the special assessment authorized therefor.

In the event a general special assessment is levied by the Board of Directors of the Association as may be authorized by this Article, and such general special assessment is levied subsequent to election by the Members of a Neighborhood Area or the Resort Area for a special assessment as provided for hereinabove, then the Members of such Neighborhood Area or Resort Area shall be liable for the general special assessment only to the extent of any difference between the special assessment for the Neighborhood Area or Resort Area and the total authorized maximum limits of any special assessment, provided, however, that if the special

OFFICIAL RECORDS

BOOK 178 PAGE 266

assessment for the Neighborhood Area or the Resort Area shall be for a lesser term than that of the general special assessment, then the Members within the Neighborhood Area or Resort Area shall, upon final payment of the special assessment for that area, thereupon become obligated to continue to pay the general special assessment upon any subsequent due dates therefor, in an amount equal to a full proportionate share for such Member notwithstanding the fact that his obligation for the general special assessment was a lesser amount during the term of the special assessment for the Neighborhood or Resort Area. It is the purpose of this provision to insure that no Member shall have to pay more than the authorized maximum annual limits for regular and special assessments.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II Section 2, hereof, and under the By-Laws of the Association.

Section 6. Quorum for any Action Authorized Under this Article. The quorum required for any action authorized to be taken by the Association members under this Article shall be as follows:

The first time any meeting of the members of the Association is called to take action under this Article the presence at the meeting of members or proxies entitled to cast 60% of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of members or proxies entitled to cast 25% of the total vote of members of the Association.

Section 7. Date of Commencement and Pro Ration of Annual Assessments.
Due Date. The annual assessments provided for herein shall commence on January 1, 1974. Unless otherwise provided herein, property shall be assessed according to its character as of January 1 of the assessment year, i.e., Residential Lot, Public and Commercial Unit, etc.

The assessments for any year shall become due and payable on February 1 of said year and shall become past due on March 1 of the same year, except with regard to the Company whose annual assessment shall be due in twelve (12) equal monthly installments. The Board of Directors of the Association shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, i.e., lump sums, monthly installments, etc., provided, however, that the annual assessments shall be due and payable at least annually.

In any instance where assessments, either in whole or in part, are based upon percentages of gross revenues as stated herein, such assessments for the coming year, shall be based upon the revenues produced through December 31st of the preceding year, whether for a full year or a fraction of a year, and such members hereby agree to provide to the Association no later than January 15 of each year a statement of the amount of gross revenues for the preceding calendar year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. All assessments shall be based on the status and classification of property on January 1 of each year, without adjustment for improvements completed during the year.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land within the minimum and

EXHIBIT F-89

OFFICIAL RECORDS

BOOK 178 PAGE 267

maximum assessment range as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Board of Directors shall not have authority to levy a special assessment above the maximum regular assessment unless such special assessment is approved by a Referendum relating thereto as herein provided.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with interest thereon at the rate of eight (8%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgage to a subsequent owner, provided, however, that the mortgagee shall not be liable for assessments until it has held title to the property for more than one (1) year.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All Common Properties and Restricted Common Properties as defined in Article 1, Section 1, hereof;

EXHIBIT F-90

OFFICIAL RECORDS

BOOK 178 PART 268

(c) Property which is used for any of the following purposes:

1. In the maintenance and service of facilities within the properties;
2. Places of worship; community, civic and cultural clubs; operating farms and/or animal pastures; woodland, marsh and swamp conservancies, libraries; utilities; nursery and other schools and instructional centers; non-profit medical centers, hospitals, clinics; nursing, care, rest and convalescent homes; facilities of non-profit associations; and charitable institutions;
3. All lands below the mean high water mark.

Section 12. Annual Statements. Copies to be sent Members on request. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

ARTICLE VI

FUNCTIONS OF ASSOCIATION:

Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties. The Association shall be authorized to own and maintain Common Properties and Restricted Common Properties equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Properties;
- (b) for sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Properties;
- (c) for police and fire protection including police stations and/or guardhouses, police equipment and fire stations and fire fighting equipment;
- (d) for emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;
- (e) for providing any of the services which the Association is required or authorized to offer under Sections 3 and 4 of this Article.
- (f) for purposes set out in deeds or long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article.

OFFICIAL RECORDS

BOKK 178 PAGE 269

(g) for swimming pools, beach shelter, fishing decks, lakes, play fields, tennis and golf facilities, historic parks, wildlife areas, and other recreational facilities of any nature, community meeting facilities, and commercial or service centers serving the Properties.

(h) for transportation facilities throughout the Properties other than privately owned automobiles, e.g. buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4, hereof.

(i) for water and sewage facilities and any other utilities, if not provided by a private or public utility.

Section 2. Ownership and Maintenance of Purchased Common Properties.

The Association shall be authorized to purchase, own and maintain one regulation length 18-hole golf course and/or one executive length 18-hole golf course and any associated clubhouse, pool and tennis facilities. In the event such facilities are purchased from the Company, the purchase price may be paid as hereinbefore provided, and the debt amortized over a twenty (20) year period from receipts of regular annual assessments or special assessments. The Association shall not be authorized to maintain Purchased Common Properties from receipts of regular annual assessments or special assessments but shall be authorized to require the payment of user fees, annual user dues, and, in the case of persons who are not Owners of property within Amelia Island Plantation, initiation charges for membership, and the Association shall be authorized and required to maintain Purchased Common Properties from the receipts of such charges. All functions or services which the Association shall be authorized to provide for Purchased Common Properties as may be expressed elsewhere in this Declaration shall be subject to this provision.

Section 3. Required Services. The Association shall be required to provide the following services:

(a) cleanup and maintenance of all roads, roadways, parkways, bike paths, leisure trails, and other Common Properties or Restricted Common Properties within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole.

(b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Properties or Restricted Common Properties.

(c) police protection and security, including but not limited to the employment of police and security guards, maintenance of control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.

(d) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by the state and local governments.

(e) the services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business under the terms of this document.

OFFICIAL RECORDS

BOOK 178 PAGE 270

- (f) maintenance of all lakes and lagoons located within the Common Properties or Restricted Common Properties including the stocking of such lakes and lagoons.
- (g) to take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties.
- (h) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of Activities, Notice of Meetings, Referendums, etc., incident to the above listed services.
- (i) to purchase liability and hazard insurance covering improvements and activities on the Common Properties, Restricted Common Properties, and Purchased Common Properties.

Section 4. Authorized Services. The Association shall be authorized, but not required to provide the following services:

- (a) lighting of roads, sidewalks and walking paths throughout the Properties.
- (b) fire protection and preventions.
- (c) beach maintenance, which shall include beach preservation and cleanup, on beaches immediately adjacent to the Properties as well as complete life-guard services along said beach.
- (d) garbage and trash collection and disposal.
- (e) to set up and operate architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose.
- (f) improvement of fresh and salt water fishing available to members within the Properties and waters adjacent thereto.
- (g) to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests.
- (h) to provide legal and scientific resources for the improvement of air and water quality within and adjacent to the Properties.
- (i) to maintain a water search and rescue boat for the protection and safety of those in the waters surrounding the Properties.
- (j) to provide safety equipment for storm emergencies.
- (k) to maintain a general library and collection of historical objects and documents pertaining to the Properties, North Florida and South Georgia.
- (l) to support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties which shall include but not be limited to Nassau and Duval Counties.

OFFICIAL RECORDS

BOOK 178 PAGE 271

- (m) to provide special entertainment and festivals.
- (n) to construct improvements on Common Properties or Restricted Common Properties for use for any of the purposes authorized in Section 1 of this Article, or as may be required to provide the services as authorized in this Section 4 of this Article.
- (o) to provide transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof.
- (p) to provide water, sewage and any necessary utility services, subject however, to any rights reserved herein by the Company to provide such services, at its election.
- (q) to provide, conduct, or maintain shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments and groins, nourishment of beaches with sand reclaimed from drift deposits from the beach or adjacent areas or other sources, and the employment of consultants who are specialists in that field, as may be needed, in the judgment of the Board of Directors.
- (r) maintenance of electronic and other security devices.
- (s) to provide for the conservation and control of wildlife within the Properties.

The Company reserves the right to provide water service and sewage collection services through a private utility regulated by the Florida Public Service Commission.

In the event the Company is unable or unwilling to provide water service and sewage collection in a manner satisfactory to the Board of Directors of the Association, the Association shall be and hereby is authorized to perform such services.

Section 5. Obligation of the Association. The Association shall be obligated to carry out the functions and services specified in Section 3 of this Article to the extent such maintenance and services can be provided with the proceeds from the regular annual assessments. The functions and services specified in Section 4 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as provided in the By-Laws. The functions and services which the Association is authorized to carry out or to provide, may be added to at any time upon the affirmative vote of a majority of the Board of Directors, if such addition does not require a special assessment; provided, however, that the functions and services authorized may also be changed by merger or consolidation of the Association pursuant to Article II, Section 2, hereof and the By-Laws of the Association. The deletion of any service specified in Section 3 of this Article shall be submitted to a Referendum of all members and shall only be authorized by the affirmative vote of two-thirds (2/3) of the votes returned to the Association in the specified time period; provided, however, that the deletion of any service to Type "B" members shall require, in addition, the affirmative vote of a majority of the Type "B" members voting in such Referendum.

Section 6. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. Notwithstanding anything in this Declaration to the contrary, the

EXHIBIT F-94

OFFICIAL RECORDS

BOOK 178 PAGE 272

Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there is outstanding any amounts due the Company as repayment of any loans made by the Company to the Association.

ARTICLE VII

ARCHITECTURAL CONTROL:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, Restricted Common Properties, or Purchased Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Company or its duly appointed agents.

ARTICLE VIII

GENERAL PROVISIONS:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Nassau County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration can be amended at any time provided that three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment provided, however, that if the affirmative vote required, for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage

EXHIBIT F-95

OFFICIAL RECORDS

BOOK 178 PAGE 273

shall be required to approve amendment of that provision. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Nassau County, Florida.

The Company may amend this Declaration without the consent of the membership for the following purposes only:

- (a) to provide that the Company shall not vote for certain seats on the Board of Directors and that these seats shall be filled exclusively by the vote of the other Members;
- (b) to increase the amount of the annual assessment due by the Company to the Association;
- (c) to incorporate in this Declaration a specific list of amenities to be conveyed by the Company to the Association, which list shall include all of the items previously set forth herein, and which list may include the specific dates before which said items shall be transferred to the Association and any conditions upon which they will be transferred; and
- (d) for any other purpose which requires a greater contribution by the Company to the Association or which lessens the role of the Company in the operation of the Association and increases the role of the other members.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty-one (51%) per cent of the total vote of the Association.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Nassau County, Florida, on the first day of the calendar month in which said notice is mailed. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been

EXHIBIT F-96

ANN 178 - 274

OFFICIAL RECORDS

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action: All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all common Properties, Restricted Common Properties and Purchased Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties, Restricted Common Properties and Purchased Common Properties as trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII Section I, all Common Properties, Restricted Common Properties and Purchased Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Nassau County, Florida, which Trustee shall own and operate said Common Properties and Restricted Common Properties for the use and benefit of Owners within the Properties as set forth below:

- (a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

OFFICIAL RECORDS

- (b) The amount of the maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular lot or parcel shall be automatically increased each year by either 5% or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967=100) (hereafter "C.P.I.") issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the maximum annual assessment on a lot or parcel shall equal the maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.
- (c) Any past due annual assessment together with interest thereon at the rate of 8% per annum from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.
- (d) The Company or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided for. Neither the Company nor the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the Common Properties or Restricted Common Properties once the funds provided by the annual assessment have been exhausted.
- (e) The Company shall have the right to convey title to The Common Properties, Restricted Common Properties and Purchased Common Properties and to assign its right and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.
- (f) The Trustee shall have the power to dispose of the Common Properties and Restricted Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by 50% of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Nassau County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, Restricted Common Properties and/or Purchased Common Properties than for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties, Restricted Common Properties and Purchased Common Properties and the excess, if any, shall be distributed among the Owners of property within the Properties, exclusive of the Trustee, in a proportion equal to the proportion that the maximum

EXHIBIT F-98

OFFICIAL RECORDS

BOOK 178 PAGE 276

annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties,

IN WITNESS WHEREOF AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. has caused this instrument to be executed the day and year first above written by its duly authorized President and Secretary and the corporate seal to be affixed.

Signed, sealed and delivered in the presence of:

Nancy M. Bromley

Marshall E. Wood

AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.

By: Val P. Hawkins
Its President

Attest: J. W. Crawford
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared VAL P. HAWKINS and J. W. CRAWFORD well known to me to be the president and secretary, respectively, of Amelia Island Plantation Community Association, Inc. in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by Amelia Island Plantation Community Association, Inc. and that the seal affixed thereto is the true corporate seal of Amelia Island Plantation Community Association, Inc.; and that such instrument is the free act and deed of Amelia Island Plantation Community Association, Inc.

Witness my hand and official seal in the County and State last aforesaid this 17th day of August, A.D. 1974.

Marshall E. Wood
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 25, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

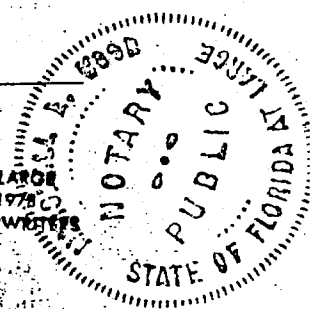


EXHIBIT F-99

OFFICIAL RECORDS

BOOK 178 PAGE 277

EXHIBIT "A"

A tract of land, comprised of portions of Sections 18, 20, 21, 22 and 23 and Unsurveyed Sections 17, 21 and 22, all in Township 2 North, Range 28 East; Sections 1, 44 (sometimes designated 42), 43 and 42 (sometimes designated 44) and Unsurveyed Sections 1, 2, 12 and 13, all in Township 1 North, Range 28 East; Sections 6, 39, 38 and 7, in Township 1 North, Range 29 East, and Section 31, in Township 2 North, Range 29 East, Nassau County, Florida, said tract being more particularly described as follows:

For point of beginning, commence at a concrete monument located at the point of intersection of the Easterly right of way line of Florida State Road A-1-A (a 200-foot right of way) with the Southerly boundary of Tract A, AMERICAN BEACH, SECTION THREE according to plat recorded in the Public Records of said County in Plat Book 2, Page 64, and run N-83°32'E., along said Southerly boundary, and along the Southerly boundary of Tracts B and C, in said AMERICAN BEACH, SECTION THREE, a distance of 2,559.06 feet to a concrete monument located in the line dividing said Sections 18 and 20; continue thence N-83°32'E., along said Southerly boundary, a distance of 936.74 feet, more or less, to a point in the Mean Low Water line of the Atlantic Ocean; run thence Southerly, along said Mean Low Water line, following the meanderings of same, as follows: S-3°33' E. 371.96 feet; S-2°40' E. 300.00 feet; S-4°30' E. 300.00 feet; S-2°30' E. 300.00 feet; S-3°30' E. 300.00 feet; S-4°15' E. 300.00 feet; S-3°10' E. 300.00 feet; S-4°35' E. 300.00 feet; S-2°45' E. 300.00 feet; S-3°30' E. 300 feet; S-4°10' E. 300 feet; S-5°55' E. 300.00 feet; S-5°30' E. 300.00 feet; S-7°20' E. 300.00 feet; S-6°55' E. 300.00 feet; S-5°30' E. 300.00 feet; S-7°40' E. 300.00 feet; S-9°50' E. 300.00 feet; S-12°30' E. 300.00 feet; S-9°00' E. 300.00 feet; S-10°00' E. 300.00 feet; S-7°30' E. 300.00 feet; S-11°15' E. 300.00 feet; S-10°15' E. 300.00 feet; S-9°15' E. 300.00 feet; S-10°55' E. 300.00 feet; S-7°50' E. 300.00 feet; S-10°10' E. 300.00 feet; S-15°40' E. 300.00 feet; S-12°35' E. 300.00 feet; S-13°30' E. 300.00 feet; S-7°40' E. 300.00 feet; S-15°00' E. 400.00 feet; S-13°08' E. 300.00 feet; S-12°35' E. 300.00 feet; S-14°00' E. 300.00 feet; S-14°50' E. 300.00 feet; S-15°45' E. 300.00 feet; S-15°40' E. 300.00 feet; S-16°16' E. 300.00 feet; S-17°15' E. 300.00 feet; S-16°55' E. 260.00 feet; S-16°37' E. 300.00 feet; S-17°18' E. 300.00 feet; S-16°00' E. 300.00 feet; S-15°30' E. 290.00 feet; S-19°00' E. 300.00 feet; S-20°35' E. 300.00 feet; S-17°55' E. 290.00 feet; S-21°00' E. 300.00 feet; S-17°30' E. 300.00 feet; S-13°10' E. 310.00 feet; S-11°15' E. 320.00 feet; S-6°45' E. 310.00 feet; S-2°10' E. 306.00 feet; S-3°20' W. 303.00 feet; S-6°30' W. 314.00 feet; S-5°52' E. 304.00 feet; S-8°10' W. 345.00 feet; S-22°30' W. 344.00 feet; S-23°50' W. 280.00 feet; S-20°05' W. 300.00 feet; S-13°47' W. 300.00 feet; S-24°40' W. 340.00 feet; S-40°45' W. 200.00 feet; S-47°45' W. 200.00 feet; S-56°00' W. 200.00 feet; S-66°07' W. 125.00 feet; S-80°50' W. 255.00 feet to a point where said Mean Low Water line of the Atlantic Ocean is intersected by the Mean Low Water Line of Nassau Sound; run thence Westerly and Northerly, along said Mean Low Water line of Nassau Sound, following the meanderings of same, as follows:

N-85°05' W. 190.00 feet; N-59°00' W. 185.00 feet; N-52°05' W. 340.00 feet; N-41°25' W. 300.00 feet; N-43°13' W. 260.00 feet; N-36°00' W. 290.00 feet; N-44°30' W. 290.00 feet; N-40° W. 300.00 feet; N-42°10' W. 300.00 feet; N-34°30' W. 300.00 feet; N-33°05' W. 300.00 feet; N-27°40' W. 200.00 feet; N-16°35' W. 100.00 feet; N-4°45' W. 100.00 feet; N-7°42' E. 100.00 feet; N-32°50' W. 200.00 feet; N-32°52' W. 180.00 feet; N-29°20' W. 200.00 feet; N-25°47' W. 300.00 feet; N-49°58' W. 150.00 feet; N-37°38' W. 300.00 feet; N-45°19' W. 240.00 feet; N-33°50' W. 190.00 feet; N-42°50' W. 300.00 feet; N-43°18' W. 300.00 feet; N-45°47' W. 215.00 feet; N-54°10' W. 150.00 feet; N-56°40' W. 150.00 feet; N-66°05' W. 150.00 feet; N-58°40' W. 300.00 feet; N-70°35' W. 275.00 feet; N-53°15' W. 150.00 feet; N-83°00' W. 150.00 feet; N-51°10' W. 100.00 feet; N-42°40' W. 200.00 feet; N-54°25' W. 200.00 feet; N-42°10' W. 100.00 feet; N-34°10' W. 200.00 feet; N-39°10' W. 300.00 feet; N-37°10' W. 300.00 feet; N-30°15' W. 120.00 feet to a point where said Mean Low Water line of Nassau Sound is intersected by the Mean Low Water line of South Amelia River; run thence Northwesterly, along said Mean Low Water line of South Amelia

EXHIBIT F-100
OFFICIAL RECORDS

BOOK 178 PAGE 278

River, following the meanderings of same as follows: N-44° 30' W. 350.00 feet; N-32° 40' W. 100.00 feet; N-30° 15' W. 300.00 feet; N-25° 05' W. 300.00 feet; N-22° 35' W. 280.00 feet; N-40° 50' W. 300.00 feet; N-47° 00' W. 280.00 feet; N-43° 05' W. 270.00 feet; N-27° 25' W. 300.00 feet; N-37° 30' W. 290.00 feet; N-28° 00' W. 300.00 feet; N-29° 45' W. 200.00 feet; N-27° 15' W. 200.00 feet; N-30° 00' W. 200.00 feet; N-23° 50' W. 300.00 feet; N-15° 32' W. 319.57 feet; N-17° 40' W. 295.00 feet; N-15° 15' W. 300.00 feet; N-17° 40' W. 288.00 feet; N-14° 40' W. 255.00 feet; N-14° 40' W. 290.00 feet; N-10° 10' W. 300.00 feet; N-2° 40' E. 293.00 feet; N-2° 25' W. 300.00 feet; N-1° 40' E. 295.00 feet; N-5° 20' W. 305.00 feet; N-00° 10' W. 298.00 feet; N-7° 40' W. 305.00 feet; N-3° 30' W. 304.00 feet; N-3° 30' E. 298.00 feet; N-6° 50' W. 297.00 feet; N-8° 40' W. 287.00 feet; N-12° 50' W. 298.00 feet; N-22° 45' W. 295.00 feet; N-18° 55' W. 295.00 feet; N-22° 12' W. 295.00 feet; N-23° 50' W. 296.00 feet; N-27° 35' W. 293.00 feet; N-16° 15' W. 290.00 feet; N-10° 35' W. 156.55 feet to a point where said Mean Low Water line of South Amelia River is intersected by the line dividing said Unsurveyed Sections 17 and 21; run thence S-89° 56' E., along said dividing line, a distance of 2,316.00 feet to a point; run thence N-00° 04' E. a distance of 1,310.00 feet to a point; run thence S-89° 56' E., along the Northerly boundary of the South Half of Government Lot 3, in said Unsurveyed Section 17, a distance of 332.87 feet to a point in the High Water line of South Amelia River; run thence Northerly and Northeasterly, along said High Water line, following the meanderings of same, as follows: N-9° 56' E. 336.14 feet; N-21° 32' W. 91.30 feet; N-46° 21' E. 64.98 feet; N-81° 58' E. 100.90 feet; N-41° 04' E. 93.65 feet; N-6° 45' E. 103.27 feet to a point located in the Northerly boundary of that certain property conveyed by Evelyn H. Hamilton, et al, to Union Carbide Corporation, by deed recorded in the Public Records of said County in Deed Book 248, Page 396; run thence N-89° 57' E., along said Northerly boundary, a distance of 1,417.47 feet to a point in a curve in the Westerly right of way line of said State Road A-1-A; run thence Northerly, along the arc of said curve, concave Easterly and having a radius of 5,829.58 feet, a chord distance of 178.20 feet to a point, the bearing of the aforementioned chord being N-11° 01' W.; run thence N-18° 01' W., along the Easterly right of way line of an old County Road, a distance of 310.79 feet to a point located at the Southwest corner of Tract A, AMERICAN BEACH, SECTION THREE, according to the plat aforementioned; run thence N-83° 24' E., along the Southerly boundary of said Tract A, a distance of 54.38 feet to a point in the Westerly right of way line of said State Road A-1-A; continue thence N-83° 24' E., along said Southerly boundary and across said State Road A-1-A, a distance of 200.00 feet to the point of beginning: EXCEPTING from the foregoing tract of land any land lying or being within the right of way of said State Road A-1-A.

EXHIBIT E-101

OFFICIAL RECORDS

EXHIBIT B

BOOK 178 PAGE 279

All of that portion of the property described in Exhibit A hereof bounded on its westerly side by the easternmost right-of-way line of State Highway No. A-1-A, on its easterly side by the mean low water line of the Atlantic Ocean, on its southerly side by the mean low water line of the Atlantic Ocean and Nassau Sound and on its northerly side by the northernmost boundary line of the property described in Exhibit A which boundary line runs east from said State Highway No. A-1-A to the mean low water line of the Atlantic Ocean.

Together with all of that tract or parcel of land described in the Declaration of Condominium for Club Villas, A Condominium which is recorded in the public records of Nassau County, Florida, at Official Records Book 158, pages 116-168 and in the Sponsor's First Amendment to said Declaration which is recorded in the aforesaid public records at Official Records Book 166, page 47-62, the description of which land is included herein by specific reference.

Together with all of that tract or parcel of land described in the Declaration of Condominium for Fairway Oaks Villas, A Condominium which is recorded in the public records of Nassau County, Florida, at Official Records Book 160, pages 366-415 and in the Sponsor's First Amendment to said Declaration which is recorded in the aforesaid public records at Official Records Book 162, pages 154-165, the description of which land is included herein by specific reference.

Together with all of that tract or parcel of land situate, lying and being in Section 21, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference, commence at the most northerly corner of Lot 39, Sea Marsh Village, Unit 1, as recorded in Plat Book 4, pages 11, 12 and 13 of the public records of said County, said point lying in the southeasterly right-of-way line of Sea Marsh Road (Parcel B, a private road), a 60.0 foot right-of-way as now established, said point lying in a curve, said curve being concave southeasterly and having a radius of 320.0 feet; thence northeasterly along and with the arc of said curve an arc distance of 24.95 feet, said arc being subtended by a chord bearing of north $32^{\circ}48'26''$ east and a chord distance of 24.94 feet to the point of tangency of said curve; thence north $55^{\circ}18'43''$ west a distance of 60.0 feet to a point in the northwesterly right-of-way line of said Sea Marsh Road; run thence north $34^{\circ}41'17''$ east along said northwesterly right-of-way line a distance of 130.73 feet to the point of beginning.

From the point of beginning thus described, thence run north $52^{\circ}35'29''$ west, a distance of 144.21 feet; thence run north $30^{\circ}07'01''$ west, a distance of 190.93 feet; thence north $23^{\circ}19'23''$ east, a distance of 95.59 feet; thence south $45^{\circ}50'53''$ east, a distance of 100.0 feet; thence north $88^{\circ}43'01''$ east, a distance of 249.03 feet; run thence south $81^{\circ}23'11''$ east, a distance of 20.40 feet; thence run north $74^{\circ}21'03''$ east, a distance of 102.61 feet; thence run south $87^{\circ}33'13''$ east, a distance of 200.81 feet; thence run south $71^{\circ}35'53''$ east, a distance of 310.23 feet; thence run south $85^{\circ}52'19''$ east, a distance of 192.76 feet; thence run south $69^{\circ}55'41''$ east, a distance of 97.0 feet; thence run south $14^{\circ}01'29''$ east a distance of 104.05 feet to a point lying in the northerly right-of-way line of the aforesaid Sea Marsh Road; thence run south $87^{\circ}47'25''$ west along said northerly right-of-way line, a distance of 113.85 feet to the P.C. of a curve to the right, said curve being concave northeasterly and having a radius of 770.0 feet; thence northwesterly along and

EXHIBIT F-102

BOOK 178 PAGE 280

OFFICIAL RECORDS

with the arc of said curve an arc distance of 233.62 feet, said arc being subtended by a chord bearing of north $83^{\circ}31'05''$ west and a chord distance of 232.72 feet to the point of tangency of said curve; thence on a tangent bearing of north $74^{\circ}49'35''$ west along said northerly right-of-way line a distance of 29.99 feet to the P.C. of a curve to the left, said curve being concave southwesterly and having a radius of 2030.00 feet; thence northwesterly along and with the arc of said curve an arc distance of 241.52 feet, said arc being subtended by a chord bearing of north $78^{\circ}14'05''$ west and a chord distance of 241.37 feet to the point of tangency of said curve; thence on a tangent bearing of north $81^{\circ}38'35''$ west along said northerly right-of-way line a distance of 169.03 feet to the P.C. of a curve to the left, said curve being concave southeasterly and having a radius of 280.0 feet and a central angle of $63^{\circ}40'08''$; thence southwesterly along and with the arc of said curve an arc distance of 311.14 feet, said arc being subtended by a chord bearing of south $66^{\circ}31'21''$ west and a chord distance of 295.38 feet to the point of tangency of said curve; thence on a tangent bearing of south $34^{\circ}41'17''$ west, run a distance of 39.28 feet to the point of beginning.

Together with any other portions of the property covered by this Declaration which may be designated by the Company as being in the Resort Area in a deed, mortgage, declaration of condominium, declaration of covenants or some other instrument affecting title.

22161

FILED AND RECORDED
IN OFFICE

1974 AUG 20 PM 9:41

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

RECD JUL 31 1975

EXHIBIT F-103

OFFICIAL RECORDS

BOOK 200 PAGE 197

AMENDMENT TO THE AMENDMENT BY RESTATEMENT
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA,
AND PROVISIONS FOR THE AMELIA ISLAND
PLANTATION COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO THE AMENDMENT BY RESTATEMENT made
this 14TH day of JUNE, 1975, by Amelia Island Plantation
Community Association, Inc., a Florida nonprofit corporation,
with its principal place of business at Amelia Island, Florida,
hereinafter called "Association";

W I T N E S S E T H :

WHEREAS, on August 20, 1974, Amelia Island Plantation
Community Association, hereinafter called "Association", filed
for record an Amendment by Restatement of the Declaration of
Covenants and Restrictions for the Amelia Island Plantation,
Nassau County, Florida, and Provisions for the Amelia Island
Plantation Community Association, Inc. which is recorded in the
public records of Nassau County, Florida, at Official Records
Book 178, pages 249-280, which instrument shall hereinafter be
referred to as the "Declaration";

WHEREAS, the Association desires to make certain amend-
ments to said Declaration as provided for in Article VIII,
Section 2 thereof;

WHEREAS, this Amendment was presented to a duly called
meeting of the Association, notice of which was mailed to all
members of the Association on December 17, 1974, with said meeting
being held at Amelia Island Plantation on January 18, 1975, at
which meeting members holding a total of 865 votes were present
in person or by proxy, all of the members of the Association
holding at the date of said meeting a total of 1,289 votes, with
at least 774 votes being required to be present in person or by
proxy at said meeting of the Association in order to constitute a
quorum;

WHEREAS, a total of at least 645 of all votes cast
were required to be cast in favor of the adoption of this Amend-
ment to the Amendment by Restatement to make its adoption
effective and 833 votes were cast in favor of adoption of this
Amendment and 30 votes were cast against the adoption of this
Amendment, all as fully appears in the minutes of the Association;

WHEREAS, a total of at least 361 votes of Owners of
Residential Lots and a total of at least 416 votes of Owners of
Family Dwelling Units (there being no votes cast at the meeting
by Owners of Multi-Family Tracts, Public and Commercial Sites,
Public and Commercial Units, Unsubdivided Land or Development
Unit Parcels) were required to be cast in favor of adoption of
this Amendment to make its adoption effective, and the votes of
each of said class of Owners were as follows:

	<u>For Adoption</u>	<u>Against Adoption</u>
Residential Lots	394	7
Family Dwelling Units	439	23
Multi-Family Tracts	0	0
Public and Commercial Sites	0	0
Public and Commercial Units	0	0
Unsubdivided Land	0	0
Development Unit Parcels	0	0

This instrument prepared by:
Douglas D. Batchelor, Jr.
HULL, TOWILL, NORMAN, BARRETT & JOHNSON
P. O. Box 1564
Augusta, Georgia 30903

THIS INSTRUMENT PREPARED BY MARSHALL E. WOOD
ATTORNEY AT LAW
P. O. BOX 1564
FLORINDA BEACH, FLORIDA 32034

all as fully appears in the minutes of the Association;

NOW, THEREFORE, the Association does hereby amend the Declaration so that from the effective date hereof Article V, Section 3(e) (5) appearing on page 14 of the Declaration (Official Records Book 178, page 262 of the public records of Nassau County, Florida) shall be deleted and there shall be inserted in place thereof the following:

" (5) All rental management operations operated from land or buildings located within the Properties or by means of vehicles circulating within the Properties shall pay in addition to the assessment on a square footage basis as set forth herein an assessment of	Minimum Regular Annual Assessment	Maximum Regular Annual Assessment
	1/2 of 1% of gross rental commissions	1% of gross rental commissions

This Amendment shall become effective 60 days after this document is recorded in the public records of Nassau County, Florida.

IN WITNESS WHEREOF, Amelia Island Plantation Community Association, Inc. has caused this instrument to be executed by its duly authorized president and secretary and the corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND PLANTATION COMMUNITY
ASSOCIATION, INC.

Sandra S. Spearman

By: [Signature]
Its President

Kenneth W. Biddleman

Attest: [Signature]
Its Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 11th day of June, 1975, by Yolter Punimill and Cecene Panton, the president and secretary, respectively, of Amelia Island Plantation Community Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.

30018

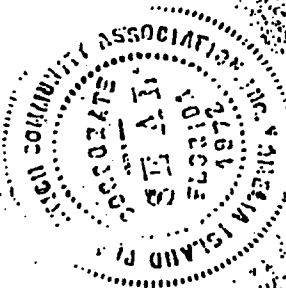
FILED AND RECORDED

1975 JUL 31 PM 1:09

[Signature]
Notary Public

My Commission Expires:

[SEAL]



D. O. O'ALEY
CLERK

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 17, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

REC'D AUG 25 1976

OFFICIAL RECORDS

BOOK 223 PAGE 699

AMENDMENT TO THE AMENDMENT BY RESTATEMENT
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
AND PROVISIONS FOR THE AMELIA ISLAND
PLANTATION COMMUNITY ASSOCIATION, INC.

see 5.00

This Amendment made this 25th day of August, 1976,
by Amelia Island Company to the Amendment by Restatement of the Declaration
of Covenants and Restrictions for Amelia Island Plantation, Nassau County,
Florida, and Provisions for Amelia Island Plantation Community Association,
Inc., which is recorded in the public records of Nassau County, Florida, at
Official Records Book 178, pages 249-280 and which has been previously
amended by instrument recorded at Official Records Book 200, page 197,
hereinafter referred to as the "Declaration".

Pursuant to the powers granted to Amelia Island Company under Article
VIII, Section 2(d) of the Declaration, Amelia Island Company does hereby
amend Article III, Section 2 of the Declaration by deleting the third
paragraph thereof and inserting in substitution of said third paragraph
the following:

"Until July 4, 1986, the projected expiration of the develop-
ment period, the Company shall have a total number of votes
equal to the number of votes cumulatively held by all other
members, minus one vote. Subsequent to July 4, 1986, the
Company shall retain only one vote as an incidence of its
ownership of property."

IN WITNESS WHEREOF, Amelia Island Company has caused this instrument
to be executed by its duly authorized officers the day and year first above
written.

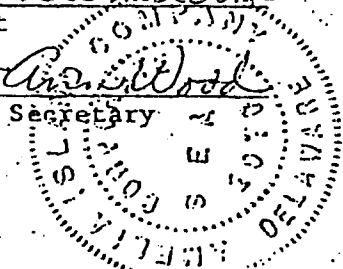
Signed, Sealed and Delivered
in the presence of:

Barbara W. Wags
Marshall E. Wood

AMELIA ISLAND COMPANY

By: Douglas D. Richardson
Its Vice President

Attest: Margaret Ann Wood
Its Assistant Secretary



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 25th day
of August, 1976, by H. Thomas Webb, III, Vice President and
Margaret Ann Wood, Assistant Secretary, respectively,
of Amelia Island Company, a Florida corporation, on behalf of the corporation.

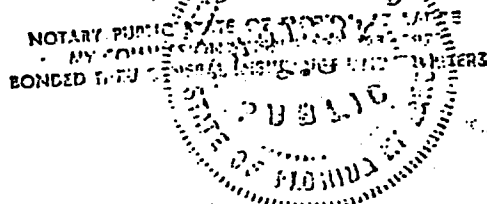
THIS INSTRUMENT PREPARED BY MARSHALL E. WOOD
ATTORNEY AT LAW
P.O. BOX 1000
FERRISBURGH BEACH, FLORIDA 32034

39046
FILED AND RECORDED

1976 AUG 25 PM 12:36

D. O. O.
CLERK OF THE
NASSAU COUNTY

Marshall E. Wood



NOV 10 1977

AMENDMENT TO THE AMENDMENT BY RESTATEMENT
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA,
AND PROVISIONS FOR THE AMELIA ISLAND
PLANTATION COMMUNITY ASSOCIATION, INC.

252 140

THIS AMENDMENT TO THE AMENDMENT BY RESTATEMENT made this 9th day of November, 1977, by Amelia Island Plantation Community Association, Inc., a Florida corporation, with its principal place of business at Amelia Island, Florida, hereinafter called "Association";

WITNESSETH:

WHEREAS, on August 20, 1974, Amelia Island Plantation Community Association, hereinafter called "Association", filed for record an Amendment by Restatement of Declaration of Covenants and Restrictions for the Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, Inc., which is recorded in the public records of Nassau County, Florida, at Official Records Book 178, pages 249-280, which instrument shall hereinafter be referred to as the "Declaration";

WHEREAS, the Association desires to make certain amendments to said Declaration as provided for in Article VIII, Section 2, paragraph (d) thereof;

WHEREAS, by letter dated August 12, 1976, from Douglas D. Richardson, Executive Vice President and General Manager of Amelia Island Company, hereby amends the Declaration so that from the effective date hereof Article III, Section 2, un-numbered paragraph 3 appearing on page 7 of the Declaration (Official Records Book 178, page 255 of the public records of Nassau County, Florida) shall be deleted and there shall be inserted in place thereof the following:

Until July 4, 1986, the projected expiration of the development period, the Company shall have a total number of votes equal to the number of votes cumulatively held by all other members, less one, providing it a vote of not less than 49% of the vote of the Membership through the development period. Upon the expiration of the stated period, the Company shall retain only one vote as an incidence of its ownership of property.

This Amendment shall become effective immediately after this document is recorded in the public records of Nassau County, Florida.

IN WITNESS WHEREOF, Amelia Island Plantation Community Association, Inc., has caused this instrument to be executed by its duly authorized President and Secretary and the corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.

Mary Lou Tompkins

By: R.W. Graham
Its President

49392

FILED AND RECORDED

Betty Baker

Attest: Herman D. Koehler
Its Secretary

NOV 10 1977 PG 2:23

STATE OF FLORIDA)
COUNTY OF NASSAU)

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 9th day of November, 1977, by R. W. Graham and Herman D. Koehler the President and Secretary, respectively, of Amelia Island Plantation Community Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.

Margaret Ann W. ...
Notary Public, State of Florida at Large.
My Commission expires:

OFFICIAL RECORDS

RECD NOV 28 1977

BOOK 253 - 269

SUPPLEMENTARY DECLARATION

SUBJECTING ADDITIONAL PROPERTY TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA, AND
PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY
ASSOCIATION, INC., AS AMENDED

This supplementary declaration made this 21st day of
July, 1977, by Amelia Island Company, a Delaware corporation
qualified to do business in Florida, hereinafter referred to
as the "Company".

WHEREAS, Article II, Section 2 (A) of the Amendment by
restatement of the declaration of covenants and restrictions
for Amelia Island Plantation, Nassau County, Florida, and
provisions for the Amelia Island Plantation Community
Association, Inc., which is recorded in the public records of
Nassau County, Florida, at Official Records Book 178, page 249,
hereinafter referred to as the "Declaration" provides that the
Company has the right to subject additional land to the
Declaration without further consent of Amelia Island Plantation
Community Association, Inc., by filing a supplementary declaration
of covenants and restrictions with respect to such additional
property; and

WHEREAS, the Company desires to extend the operation of
the Declaration to the property described in Exhibit A hereof;

NOW, THEREFORE, the Company declares that from and after the
date hereof the real property described in Exhibit A attached
hereto is and shall be held, transferred, sold, conveyed, given,
donated, leased, occupied and used subject to the restrictions,

Douglas D. Batchelor, Jr.
HULL, TOWILL, NORMAN, BARRETT & JOHNSON
P. O. Box 1564
Augusta, Ga. 30903

This instrument prepared by:

OFFICIAL RECORDS

BOOK 253 PAGE 270

conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Declaration as amended from time to time. The real property described in Exhibit A hereof shall, from the date of recording of this Supplemental Declaration, be subject to the Declaration as amended in the same manner and to the same extent as if such property had originally been described in the Declaration.

IN WITNESS WHEREOF, Amelia Island Company has executed this Supplemental Declaration through its duly authorized officers on the date first written above.

Witness:

Barbara J. Robinson

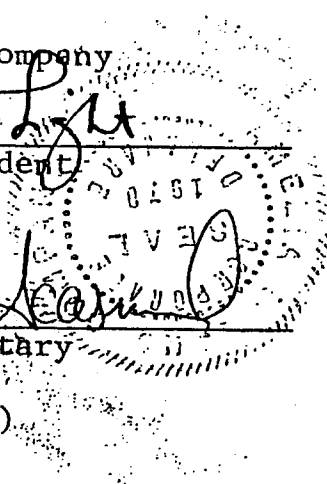
Susan M. Beaman

Amelia Island Company

By: James W. Light
Its --- President

Attest: Charles A. [Signature]
Its --- Secretary

(CORPORATE SEAL)



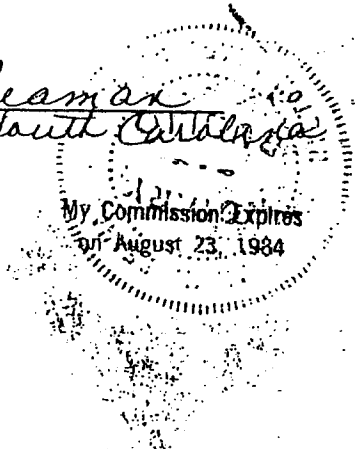
OFFICIAL RECORDS

SOUTH CAROLINA
STATE OF ~~FLORIDA~~)
BEAUFORT
COUNTY OF NASSAU)

BOOK 253 PAGE 271

The foregoing instrument was acknowledged before me this 21st day of July, 1977, by James W. Light and Charles A. Scarmineack - president and --- secretary respectively of Amelia Island Company, a Florida corporation, on behalf of the corporation.

Susan M. Beaman
Notary Public for South Carolina



13

JUDSON FREEMAN
1200 Sunset Park Building
Jacksonville, Florida 32202
Freeman, Richardson, Watson, Stapp

REC'D JUN 18 1979

OFFICIAL RECORDS

EXHIBIT F-110
BOOK 293 PAGE 596

EXHIBIT F-110

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.

Return to:

AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called "the Association", hereby amends the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, Inc., dated August 19, 1974, and recorded in Official Records Book 178, page 249, Nassau County, Florida records, as amended by instruments recorded in Official Records Book 200, page 197 and in Official Records Book 223, page 669, respectively, Public Records of Nassau County, Florida, hereinafter called the "Declaration";

WITNESSETH:

WHEREAS, the Board of Directors of the Association has heretofore determined it to be in the best interest of the Association and the members thereof to amend the Declaration as hereinafter provided pursuant to Section 2 of Article VIII of the Declaration, and proposed the adoption of the amendment to a meeting of the Association held on June 9, 1979 at the Amelia Island Plantation, notice of said meeting being duly mailed on May 7, 1979 to all members of the Association; and

WHEREAS, 1631 was the total number of votes of members of the Association at the time of said meeting, 979 of said votes being required to constitute a quorum for the purpose of the meeting, and at the meeting a total of 1230 votes were present in person or represented by proxy, thus constituting a quorum for the meeting; the total number of votes required to adopt the amendment was 923, and at the meeting the proposed amendment was duly adopted, the votes of the members on the question of the amendment being cast as follows:

For Adoption

1224

Against Adoption

6

INSTR # 200339049
OR BK 0183 PG 0275

OFFICIAL RECORDS

BOOK 293 PAGE 597

all as more fully appears in the Minutes of said meeting.

NOW, THEREFORE, pursuant to action taken at said meeting the Association does hereby amend the Declaration as follows:

"Exhibit A referred to in Section 1 of Article II of the Declaration is hereby amended to delete and sever therefrom that portion of the Existing Property (as such term is defined in the Declaration) described in the Annex attached hereto and made a part hereof, so that as of the effective date the real property described in the Annex is, to the extent it ever was, no longer subject to the terms and conditions of the Declaration."

such amendment to become effective sixty (60) days after the recording of this instrument in the public records of Nassau County, Florida.

In all other respects the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have hereunto set their hands and the seal of the Association this 9th day of June, 1979.

AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC.

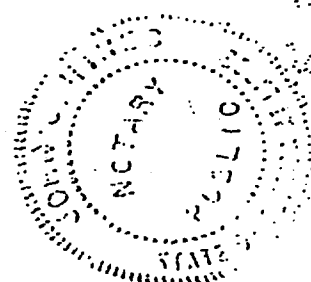
By: Brydon S. Greene
President

Attest:

M. G. Rosborough
Secretary

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 9th day of June, 1979 by BRYDON S. GREENE, President, and M. G. ROSBOROUGH, Secretary of AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



John J. Hines
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 30, 1982
Bonded by American Fire & Casualty Company

INSTR # 200339049 OR BK 01183 PG 0277

PARCEL ONE

A tract of land, comprised of portions of Sections Eighteen (18), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) and Unsurveyed Sections Seventeen (17), Twenty-one (21) and Twenty-two (22), all in Township Two (2) North, Range, Twenty-eight (28) East; Sections One (1), Forty-four (44) (sometimes designated Forty-two (42)), Forty-three (43), Forty-two (42) (sometimes designated Forty-four (44)), and Unsurveyed Sections One (1), Two (2), Twelve (12) and Thirteen (13), all in Township One (1) North, Range Twenty-eight (28) East; Sections Six (6), Thirty-nine (39), Thirty-eight (38) and Seven (7) in Township One (1) North, Range Twenty-nine (29) East, and in Section Thirty-one (31), in Township Two (2) North, Range Twenty-nine (29) East, Nassau County, Florida said tract being more particularly described as follows:

For point of beginning, commence at a concrete monument located at the point of intersection of the Easterly right of way line of Florida State Road A-1-A (a 200-foot right of way) with the Southerly boundary of Tract "A", AMERICAN BEACH, SECTION THREE (3), according to plat recorded in the public records of said County in Plat Book 2, page 64; and run North 83°32' East, along said Southerly boundary, and along the Southerly boundary of Tracts "B" and "C", in said AMERICAN BEACH, SECTION THREE (3), a distance of 2559.06 feet to a concrete monument located in the line dividing said Sections Eighteen (18) and Twenty (20); continue thence North 83°32' East along said Southerly boundary, a distance of 936.74 feet, more or less, to a point in the Mean Low Water line of the Atlantic Ocean; run thence Southerly, along said Mean Low Water line, following the meanderings of same, as follows: South 03°33' East, 371.96 feet; South 02°40' East, 300.0 feet; South 04°30' East, 300.0 feet; South 02°30' East, 300.0 feet; South 03°30' East, 300.0 feet; South 04°15' East, 300.0 feet; South 03°10' East, 300.0 feet; South 04°35' East, 300.0 feet; South 02°45' East, 300.0 feet; South 03°30' East, 300.0 feet; South 04°10' East, 300.0 feet; South 05°55' East, 300.0 feet; South 05°30' East, 300.0 feet; South 07°20' East, 300.0 feet; South 06°55' East, 300.0 feet; South 05°30' East, 300.0 feet; South 07°40' East, 300.0 feet; South 09°50' East, 300.0 feet; South 12°30' East, 300.0 feet; South 07°30' East, 300.0 feet; South 10°00' East, 300.0 feet; South 10°15' East, 300.0 feet; South 11°15' East, 300.0 feet; South 09°15' East, 300.0 feet; South 07°55' East, 300.0 feet; South 10°10' East, 300.0 feet; South 15°40' East, 300.0 feet; South 12°35' East, 300.0 feet; South 13°30' East, 300.0 feet; South 07°40' East, 300.0 feet; South 15°00' East 400.0 feet; South 13°08' East, 300.0 feet; South 12°35' East, 300.0 feet; South 14°00' East, 300.0 feet; South 14°50' East, 300.0 feet; South 15°45' East, 300.0 feet; South 15°40' East, 300.0 feet; South 16°16' East, 300.0 feet; South 17°15' East, 300.0 feet; South 16°55' East, 260.0 feet; South 16°37' East, 300.0 feet; South 17°18' East, 300.0 feet; South 16°00' East, 300.0 feet; South 15°30' East, 290.0 feet; South 19°00' East, 300.0 feet; South 20°35' East, 300.0 feet; South 17°55' East, 290.0 feet; South 21°00' East, 300.0 feet; South 17°30' East, 300.0 feet; South 13°10' East, 310.0 feet; South 11°15' East, 320.0 feet; South 06°45' East, 310.0 feet; South 02°10' East, 306.0 feet; South 03°20' West, 303.0 feet; South 06°30' West, 314.0 feet; South 05 52' East, 304.0 feet; South 08°10' West, 345.0 feet; South 22°30' West, 344.0 feet; South 23°50' West, 280.0 feet; South 20°05' West, 300.0 feet; South 13°47' West, 300.0 feet; South 24°40' West, 340.0 feet; South 40°45' West, 200.0 feet; South 47°45' West, 200.0 feet; South 56°00' West, 200.0 feet; South 66°07' West, 125.0 feet; South 80°50' West, 255.0 feet to a point where said Mean Low Water line of the Atlantic Ocean is intersected by the Mean Low Water line of Nassau Sound; run thence Westerly and Northerly along said Mean Low Water line of Nassau Sound, following the meanderings of same, as follows: North 85°05' West, 190.0 feet; North 59°00' West, 185.0 feet; North 52°05' West, 340.0 feet; North 41°25' West, 300.0 feet; North 43°13' West, 260.0 feet; North 36°00' West, 290.0 feet; North 44°30' West, 290.0 feet; North 40°40' West, 300.0 feet; North 42°10' West, 300.0 feet; North 34°30' West, 300.0 feet; North 33°05' West, 300.0 feet; North 27°40' West, 200.0 feet; North 16°35' West, 100.0 feet; North 04°45' West, 100.0 feet; North

07°42' East, 100.0 feet; North 32°50' West, 200.0 feet; North 32°52' West, 180.0 feet; North 29°20' West, 200.0 feet; North 25°47' West, 300.0 feet; North 49°58' West, 150.0 feet; North 37°38' West, 300.0 feet; North 45°19' West, 240.0 feet; North 33°50' West, 190.0 feet; North 42°50' West, 300.0 feet; North 43°18' West, 300.0 feet; North 45°47' West, 215.0 feet; North 54°10' West, 150.0 feet; North 56°40' West, 150.0 feet; North 66°05' West, 150.0 feet; North 58°40' West, 300.0 feet; North 70°35' West, 275.0 feet; North 53°15' West, 150.0 feet; North 83°00' West, 150.0 feet; North 51°10' West, 100.0 feet; North 42°40' West, 200.0 feet; North 54°25' West, 200.0 feet; North 42°10' West, 100.0 feet; North 34°10' West, 200.0 feet; North 39°10' West, 300.0 feet; North 37°10' West, 300.0 feet; North 30°15' West, 120.0 feet to a point where said Mean Low Water line of Nassau Sound is intersected by the Mean Low Water line of South Amelia River; run thence Northwesterly, along said Mean Low Water line of South Amelia River, following the meanderings of same, as follows: North 44°30' West, 350.0 feet; North 32°40' West, 100.0 feet; North 30°15' West, 300.0 feet; North 25°05' West, 300.0 feet; North 22°35' West, 280.0 feet; North 40°50' West, 300.0 feet; North 47°00' West, 280.0 feet; North 43°05' West, 270.0 feet; North 27°25' West, 300.0 feet; North 37°30' West, 290.0 feet; North 28°00' West, 300.0 feet; North 29°45' West, 200.0 feet; North 27°15' West, 200 feet; North 30°00' West, 200.0 feet; North 23°50' West, 300.0 feet; North 15°32' West, 319.57 feet; North 17°40' West, 295.0 feet; North 15°15' West, 300.0 feet; North 17°40' West, 288.0 feet; North 14°40' West, 255.0 feet; North 14°40' West, 290.0 feet; North 10°10' West, 300.0 feet; North 02°40' East, 293.0 feet; North 02°25' West, 300.0 feet; North 01°40' East, 295.0 feet; North 05°20' West, 305.0 feet; North 00°10' West, 298.0 feet; North 07°40' West, 305.0 feet; North 03°30' West, 304.0 feet; North 03°30' East, 298.0 feet; North 06°50' West, 297.0 feet; North 08°40' West, 287.0 feet; North 12°50' West, 298.0 feet; North 22°45' West, 295.0 feet; North 18°55' West, 295.0 feet; North 22°12' West, 295.0 feet; North 23°50' West, 296.0 feet; North 27°35' West, 293.0 feet; North 16°15' West, 290.0 feet; North 10°35' West, 156.55 feet to a point where said Mean Low Water line of South Amelia River is intersected by the line dividing said Unsurveyed Sections Seventeen (17) and Twenty-one (21); run thence South 89°55' East, along said dividing line, a distance of 2316.0 feet to a point; run thence North 00°04' East, a distance of 1310.0 feet to a point; run thence South 89°56' East, along the Northerly boundary of the South One-half (S-1/2) of Government Lot Three (3), in said Unsurveyed Section Seventeen (17), a distance of 332.87 feet to a point in the High Water line of South Amelia River; run thence Northerly and Northeasterly along said High Water line, following the meanderings of same, as follows: North 09°56' East, 336.14 feet; North 21°32' West, 91.30 feet; North 46°21' East, 64.98 feet; North 81°58' East, 100.90 feet; North 41°04' East, 93.65 feet; North 06°45' East, 103.27 feet to a point located in the Northerly boundary of that certain property conveyed by Evelyn H. Hamilton, et al., to Union Carbide Corporation, by deed recorded in the public records of said County in Deed Book 248, page 396; run thence North 89°57' East, along said Northerly boundary a distance of 1417.47 feet to a point in a curve in the Westerly right of way line of said State Road A-1-A; run thence Northerly along the arc of said curve, concave Easterly and having a radius of 5829.58 feet, a chord distance of 178.20 feet to a point (the bearing of the aforementioned chord being North 11°01' West); run thence North 18°01' West, along the Easterly right of way line of an old County Road, a distance of 310.79 feet to a point located at the Southwest corner of Tract "A", AMERICAN BEACH, SECTION THREE (3), according to the plat aforementioned; run thence North 83°24' East, along the Southerly boundary of said Tract "A", a distance of 54.38 feet to a point in the Westerly right of way line of said State Road A-1-A; continue thence North 83°24' East, along said Southerly boundary and across said State Road A-1-A, a distance of 200.0 feet to the point of beginning.

EXCEPTING from the foregoing Parcel of land the following:

Any land lying or being within the right of way of said State Road A-1-A.

AND EXCEPT:

All of Sections Twenty-one (21), Twenty-two (22) and Twenty-three (23) and a portion of Sections Eighteen (18) and Twenty (20), Township Two (2) North, Range Twenty-eight (28) East; and a portion of Section One (1), Township One (1) North, Range Twenty-eight (28) East and a portion of Section Six (6), Township One (1) North, Range Twenty-nine (29) East; together with all of the subdivision New Franklinton, EXCEPT Lots Two (2), Twenty-four (24), Twenty-six (26) and the West One-half (W-1/2) of Lot Sixteen (16), as shown on Plat Book 3, page 52, public records of Nassau County, Florida, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of said Township Two (2) North, with the Westerly right of way line of Florida State Road 105, also known as A-1-A, a 200-foot right of way as now established; run thence South $19^{\circ}33'10''$ East along said Westerly right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North $89^{\circ}59'50''$ East, a distance of 212.24 feet to the Easterly right of way line of said State Road A-1-A; run thence North $19^{\circ}33'10''$ West along said Easterly right of way line, a distance of 7,174.99 feet to the P.C. of a curve to the right, said curve being concave Northeasterly and having a radius of 5,629.58 feet and a central angle of $21^{\circ}53'00''$; thence Northerly along and with the arc of said curve, an arc distance of 1,447.37 feet; said arc being subtended by a chord bearing of North $12^{\circ}11'15''$ West and a chord distance of 1,443.39 feet; run thence North $85^{\circ}02'29''$ East, a distance of 2,559.47 feet to the Easterly line of said Section Twenty (20); said point hereafter referred to as Reference Point "A"; thence returning to the point of beginning herein before described; run thence North $89^{\circ}59'50''$ East, a distance of 212.24 feet to the Easterly right of way line of said State Road A-1-A; run thence South $19^{\circ}33'10''$ East along said Easterly right of way line, a distance of 436.0 feet; run thence North $77^{\circ}32'20''$ East, a distance of 213.51 feet; thence North $25^{\circ}39'07''$ East, a distance of 245.67 feet; run thence South $50^{\circ}17'31''$ East, a distance of 294.98 feet to a point; run thence North $83^{\circ}29'50''$ East, a distance of 689.0 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1972; run thence in a Northerly direction along said high tide line, a distance of 8,724.0 feet, more or less, to a line which bears North $86^{\circ}52'15''$ East from the aforementioned reference Point "A"; run thence South $86^{\circ}52'15''$ West, a distance of 702.0 feet, more or less, to said Reference Point "A"; run thence South $85^{\circ}02'29''$ West, a distance of 2,559.47 feet to a point in the Easterly right of way line of said State Road A-1-A, said point also lying and being in a curve concave Northeasterly and having a radius of 5,629.58 feet and a central angle of $21^{\circ}53'00''$; thence Southerly along and with the arc of a curve, an arc distance of 295.99 feet, said arc being subtended by a chord bearing of South $06^{\circ}19'42''$ East and a chord distance of 295.96 feet to a point; run thence South $82^{\circ}09'55''$ West, a distance of 200.0 feet to a point in the Westerly right of way line of State Road A-1-A; thence departing from said roadway, run North $19^{\circ}42'38''$ West, a distance of 263.80 feet; thence South $83^{\circ}24'28''$ West, a distance of 1,267.80 feet; run thence South $10^{\circ}29'48''$ West, a distance of 130.61 feet; run thence North $67^{\circ}34'12''$ West, a distance of 411.0 feet, more or less, to the division line between the marsh lands and high lands as established on February 5, 1972; run thence in a general Southerly direction along said division line, a distance of 24,500.0 feet, more or less, to an intersection with a line which bears South $89^{\circ}59'50''$ West from the point of beginning; run thence North $89^{\circ}59'50''$ East, a distance of 121.0 feet, more or less, to the point of beginning.

AND EXCEPT:

Portions of Sections Forty-two (42), Forty-three (43), Forty-four (44) and portions of unsurveyed Sections Twelve (12) and Thirteen (13), Township One (1) North, Range Twenty-eight (28) East; together with all of Sections Six (6), Thirty-eight (38), and Thirty-nine (39), and a portion of Section Seven (7), Township One (1) North, Range Twenty-nine (29) East, being more particularly described as follows:

OFFICIAL RECORDS

BOOK 293 PAGE 601

For point of reference, commence at the intersection of the South boundary of Township Two (2) North, with the Western right of way line of Florida State Road 105, also known as A-1-A, a 200.0 foot right of way as now established; run thence South 20°59' East along said Western right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North 88°34' East, a distance of 212.24 feet to the Eastern right of way of said State Road A-1-A; run thence South 20°59' East along said Eastern right of way line, a distance of 436.0 feet; run thence North 76°06'30" East, a distance of 213.51 feet; thence North 24°13'17" East, a distance of 245.67 feet; run thence South 51°43'21" East, a distance of 294.98 feet; run thence North 82°04' East, a distance of 727.36 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1962; run thence South 11°41' East, a distance of 149.80 feet; run thence South 12°32' East, a distance of 296.21 feet; run thence South 12°19' East, a distance of 295.69 feet; run thence South 12°37' East, a distance of 146.30 feet; run thence South 12°37' East, a distance of 148.99 feet; run thence South 14°28' East, a distance of 298.26 feet; run thence South 12°30' East, a distance of 298.40 feet; run thence South 12°58' East, a distance of 297.83 feet; run thence South 14°25' East, a distance of 297.80 feet; run thence South 14°37' East, a distance of 298.05 feet; run thence South 16°11' East, a distance of 298.36 feet; run thence South 16°10' East a distance of 298.02 feet; run thence South 16°24' East, a distance of 298.75 feet; run thence South 16°13' East, a distance of 298.40 feet; run thence South 17°51' East, a distance of 298.39 feet; run thence South 16°45' East, a distance of 298.0 feet; run thence South 16°40' East, a distance of 297.67 feet; run thence South 15°23' East, a distance of 297.91 feet; run thence South 16°57' East, a distance of 297.62 feet; run thence South 18°12' East, a distance of 297.48 feet; run thence South 20°16' East, a distance of 298.75 feet; run thence South 20°10' East, a distance of 297.34 feet; run thence South 18°49' East, a distance of 297.96 feet; run thence South 17°22' East, a distance of 296.67 feet; run thence South 13°42' East, a distance of 298.22 feet; run thence South 10°36' East, a distance of 297.09 feet; run thence South 06°29' East, a distance of 297.69 feet; run thence South 03°20' East, a distance of 297.40 feet; run thence South 00°29' West, a distance of 297.24 feet; run thence South 04°43' West, a distance of 296.30 feet; run thence South 07°04' West, a distance of 297.47 feet; run thence South 15°36' West, a distance of 295.72 feet; run thence South 26°45' West, a distance of 297.74 feet; run thence South 24°03' West, a distance of 297.25 feet; run thence South 17°47' West, a distance of 297.78 feet; run thence South 18°34' West, a distance of 298.12 feet; run thence South 21°27' West, a distance of 297.73 feet; run thence South 34°32' West, a distance of 297.89 feet; run thence South 53°09' West, a distance of 297.90 feet; run thence South 66°22' West, a distance of 191.0 feet; run thence South 89°08' West, a distance of 158.40 feet; run thence North 63°53' West, a distance of 148.57 feet; run thence North 55°27' West, a distance of 297.0 feet; run thence North 44°54' West, a distance of 296.88 feet; run thence North 43°55' West, a distance of 255.43 feet; run thence North 37°38' West, a distance of 297.05 feet; run thence North 43°39' West a distance of 298.60 feet; run thence North 43°40' West, a distance of 298.23 feet; run thence North 41°22' West, a distance of 298.33 feet; run thence North 36°33' West, a distance of 297.49 feet; run thence North 32°24' West, a distance of 297.56 feet; run thence North 29°49' West, a distance of 59.44 feet to the Eastern right of way of State Road A-1-A; run thence North 56°16' East, a distance of 354.73 feet along the Eastern right of way line of said State Road A-1-A to a P.C. of a curve to the left, said curve being concave Northwesterly and having a radius of 3,537.75 feet and a central angle of 77°15'; thence Northerly along and with the arc of said curve an arc distance of 4,769.83 feet, said arc being subtended by a chord bearing of North 17°38'30" East, and a chord distance of 4,416.67 feet; run thence North 20°59' West, a distance of 4,295.29 feet; run thence North 20°59' West, a distance of 436.0 feet; run thence South 88°34'00" West, a distance of 212.24 feet to the point of beginning herein before described.

From the point of beginning, run thence South $20^{\circ}59'$ East a distance of 4,802.312 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 3,337.75 feet and a central angle of $76^{\circ}42'10''$; thence Southerly along and with the arc of said curve an arc distance of 4,468.30 feet; said arc being subtended by a chord bearing of South $17^{\circ}22'05''$ West and a chord distance of 4,142.03 feet; run thence North $02^{\circ}31'$ West, a distance of 119.15 feet; run thence North $52^{\circ}58'$ East, a distance of 221.110 feet; run thence North $78^{\circ}13'$ East, a distance of 104.40 feet; run thence North $65^{\circ}28'$ West, a distance of 126.59 feet; run thence North $61^{\circ}34'$ West, a distance of 110.83 feet; run thence North $13^{\circ}19'$ East, a distance of 133.0 feet; run thence North $42^{\circ}37'$ West, a distance of 142.49 feet; run thence North $03^{\circ}00'$ East, a distance of 78.50 feet; run thence North $08^{\circ}42'$ West, a distance of 52.16 feet; run thence North $65^{\circ}06'$ West, a distance of 48.84 feet; run thence South $85^{\circ}07'$ West, a distance of 72.65 feet; run thence South $89^{\circ}41'$ West, a distance of 73.67 feet; run thence North $27^{\circ}22'$ East, a distance of 198.05 feet; run thence North $15^{\circ}26'$ East, a distance of 112.02 feet; run thence North $66^{\circ}28'$ East, a distance of 141.14 feet; run thence South $47^{\circ}42'$ East, a distance of 96.99 feet; run thence South $41^{\circ}17'$ East, a distance of 98.32 feet; run thence South $56^{\circ}15'$ East, a distance of 52.27 feet; run thence North $62^{\circ}32'$ East, a distance of 167.95 feet; run thence South $50^{\circ}29'$ East, a distance of 167.90 feet; run thence South $70^{\circ}10'$ East, a distance of 195.23 feet; run thence North $39^{\circ}25'$ West, a distance of 144.33 feet; run thence North $47^{\circ}09'$ West, a distance of 144.56 feet; run thence North $54^{\circ}18'$ East, a distance of 193.43 feet; run thence North $87^{\circ}03'$ East, a distance of 213.10 feet; run thence South $80^{\circ}34'$ East, a distance of 177.74 feet to the Western right of way line of State Road A-1-A; thence run along the Western right of way of State Road A-1-A Northward, North $27^{\circ}34'$ East, a chord distance of 101.53 feet; run thence North $26^{\circ}03'$ East, a chord distance of 100.18 feet; run thence North $24^{\circ}12'$ East, a chord distance of 97.57 feet; run thence North $23^{\circ}12'$ East, a chord distance of 99.01 feet; run thence North $21^{\circ}20'$ East, a chord distance of 112.72 feet; run thence North $79^{\circ}31'$ West, a distance of 102.30 feet; run thence South $65^{\circ}44'$ West, a distance of 257.13 feet; run thence South $60^{\circ}18'$ West, a distance of 297.84 feet; run thence South $54^{\circ}48'$ West, a distance of 100.0 feet; run thence South $34^{\circ}55'$ West, a distance of 31.44 feet; run thence South $13^{\circ}34'$ West, a distance of 38.99 feet; run thence South $18^{\circ}49'$ West, a distance of 49.90 feet; run thence South $74^{\circ}30'$ West, a distance of 207.90 feet; run thence North $48^{\circ}31'$ West, a distance of 63.50 feet; run thence North $58^{\circ}06'$ West, a distance of 61.47 feet; run thence South $73^{\circ}30'$ West, a distance of 120.11 feet; run thence North $61^{\circ}02'$ West, a distance of 133.67 feet; run thence North $42^{\circ}54'$ West, a distance of 231.0 feet; run thence North $82^{\circ}10'$ East, a distance of 241.91 feet; run thence South $77^{\circ}47'$ East, a distance of 154.12 feet; run thence South $45^{\circ}22'$ East, a distance of 119.0 feet; run thence South $74^{\circ}14'$ East, a distance of 104.65 feet; run thence North $56^{\circ}47'$ East, a distance of 290.12 feet; run thence North $51^{\circ}17'$ East, a distance of 257.26 feet; run thence North $52^{\circ}23'$ East, a distance of 188.03 feet; run thence North $59^{\circ}21'$ East, a distance of 272.91 feet; run thence North $65^{\circ}09'$ West, a distance of 86.98 feet; run thence South $64^{\circ}38'$ West, a distance of 298.29 feet; run thence South $73^{\circ}07'$ West, a distance of 269.35 feet; run thence North $81^{\circ}19'$ West, a distance of 54.45 feet; run thence North $68^{\circ}17'$ East, a distance of 297.47 feet; run thence North $58^{\circ}05'$ East, a distance of 115.0 feet; run thence North $44^{\circ}13'$ East, a distance of 55.10 feet; run thence North $44^{\circ}46'$ East, a distance of 128.67 feet; run thence North $32^{\circ}38'$ East, a distance of 112.0 feet; run thence North $29^{\circ}21'$ East, a distance of 174.88 feet; run thence South $83^{\circ}59'$ West, a distance of 192.74 feet; run thence South $69^{\circ}51'$ West, a distance of 252.53 feet; run thence South $62^{\circ}55'$ West, a distance of 232.71 feet; run thence South $65^{\circ}17'$ West, a distance of 299.10 feet; run thence South $74^{\circ}01'$ West, a distance of 296.74 feet; run thence South $85^{\circ}39'$ West, a distance of 258.45 feet; run thence North $86^{\circ}10'$ West, a distance of 297.22 feet; run thence South $82^{\circ}50'$ West, a distance of 296.80 feet; run thence South $75^{\circ}21'$ West, a distance of 298.75 feet; run thence South $59^{\circ}30'$ East, a distance of 295.08 feet; run thence South $67^{\circ}51'$ East, a distance of 236.99 feet; run thence South $80^{\circ}10'$ East, a distance of 296.75 feet; run thence South $08^{\circ}14'$ West, a distance of 94.12 feet; run thence South $54^{\circ}03'$ West, a distance of 138.12 feet;

INSTR # 200339049
OR BK 01183 PG 0282

OFFICIAL RECORDS

BOOK 293 PAGE 603

run thence South 32°39' West, a distance of 73.0 feet; run thence South 81°14' East, a distance of 83.79 feet; run thence South 62°46' East, a distance of 63.83 feet; run thence South 63°51' West, a distance of 43.29 feet; run thence South 58°22' West, a distance of 61.44 feet; run thence North 84°47' West, a distance of 84.14 feet; run thence North 76°15' West, a distance of 63.80 feet; run thence North 48°52' West, a distance of 67.53 feet; run thence North 82°42' West, a distance of 103.89 feet; run thence North 10°49' East, a distance of 34.62 feet; run thence North 87°57' East, a distance of 70.52 feet; run thence North 83°31' East, a distance of 101.36 feet; run thence North 17°54' East, a distance of 49.02 feet; run thence North 72°03' West, a distance of 193.61 feet; run thence North 48°22' West, a distance of 90.0 feet; run thence North 34°50' West, a distance of 71.84 feet; run thence North 61°31' West, a distance of 87.09 feet; run thence North 76°56' West, a distance of 289.02 feet; run thence North 75°53' West, a distance of 88.50 feet; run thence South 17°58' East, a distance of 180.07 feet; run thence South 57°16' East, a distance of 291.04 feet; run thence South 47°23' East, a distance of 295.53 feet; run thence South 51°20' East, a distance of 228.93 feet; run thence South 59°53' East, a distance of 104.0 feet; run thence North 83°10' East, a distance of 139.27 feet; run thence South 21°20' West, a distance of 55.51 feet; run thence South 50°34' West, a distance of 40.0 feet; run thence North 69°56' West, a distance of 54.98 feet; run thence North 82°09' West, a distance of 161.76 feet; run thence North 49°04' West, a distance of 171.65 feet; run thence North 39°46' West, a distance of 295.82 feet; run thence North 57°10' West, a distance of 250.06 feet; run thence North 49°30' West, a distance of 172.26 feet; run thence North 48°58' West, a distance of 293.43 feet; run thence North 39°55' West, a distance of 296.91 feet; run thence North 33°42' West, a distance of 233.80 feet; run thence North 47°20' West, a distance of 124.0 feet; run thence North 68°28' West, a distance of 177.76 feet; run thence North 21°30' East, a distance of 110.0 feet; run thence North 44°13' West, a distance of 233.9 feet; run thence North 43°59' West, a distance of 224.57 feet; run thence North 32°14' West, a distance of 117.0 feet; run thence North 63°39' West, a distance of 111.47 feet; run thence North 33°42' West, a distance of 289.54 feet; run thence North 35°33' West, a distance of 298.62 feet; run thence North 21°53' West, a distance of 256.90 feet; run thence North 17°22' West, a distance of 181.10 feet; run thence South 48°29' East, a distance of 182.33 feet; run thence South 34°44' East, a distance of 192.83 feet; run thence South 28°24' East, a distance of 103.0 feet; run thence South 78°49' East, a distance of 167.93 feet; run thence South 18°30' West, a distance of 187.65 feet; run thence South 75°52' East, a distance of 222.14 feet; run thence South 75°27' East, a distance of 208.18 feet; run thence North 13°17' East, a distance of 212.43 feet; run thence North 11°23' East, a distance of 189.57 feet; run thence South 80°49' East, a distance of 135.0 feet; run thence North 73°59' East, a distance of 88.92 feet; run thence North 13°58' West, a distance of 289.72 feet; run thence North 00°16' East, a distance of 126.14 feet; run thence South 67°31' East, a distance of 217.50 feet; run thence North 78°37' East, a distance of 185.68 feet; run thence South 68°52' East, a distance of 285.20 feet; run thence South 82°11' East, a distance of 129.0 feet; run thence North 63°05' East, a distance of 52.80 feet; run thence North 46°25' East, a distance of 39.45 feet; run thence North 40°17' East, a distance of 295.96 feet; run thence North 25°19' East, a distance of 136.0 feet; run thence North 16°47' East, a distance of 140.97 feet; run thence North 03°52' East, a distance of 239.28 feet; run thence North 12°20' West, a distance of 295.61 feet; run thence North 15°34' West, a distance of 297.32 feet; run thence North 08°25' West, a distance of 298.20 feet; run thence North 05°34' West, a distance of 263.40 feet; run thence North 03°40' East, a distance of 221.75 feet; run thence North 15°31' East, a distance of 204.51 feet; run thence North 19°26' East, a distance of 256.12 feet; run thence North 28°54' East, a distance of 195.42 feet; run thence South 78°09' East, a distance of 296.62 feet; run thence North 24°54' East, a distance of 81.0 feet; run thence North 65°20' West, a distance of 194.28 feet; run thence North 42°17' West, a distance of 145.0 feet; run thence North 23°33' East, a distance of 160.65 feet; run thence North 35°31' East, a distance of 177.0 feet; run thence North 08°17' West, a distance of 113.19 feet; run thence North 53°56' West, a distance of 108.0 feet; run thence North 65°44' West, a distance of 179.99 feet; run thence North 80°36' West, a distance of 124.56 feet; run thence North 52°22' West, a distance of 219.36 feet; run thence North 41°54' West, a distance of 84.25

feet; run thence North 54' West, a distance of 105.28 feet; run thence North 79°27' West, a distance of 212.20 feet; run thence North 79°07' West, a distance of 221.38 feet; run thence North 69°58' West, a distance of 295.09 feet; run thence North 23°05' West, a distance of 136.0 feet; run thence North 86°17' West, a distance of 96.62 feet; run thence North 62°38' West, a distance of 163.61 feet; run thence North 46°19' West, a distance of 227.31 feet; run thence South 63°26' West, a distance of 197.14 feet; run thence North 87°56' West, a distance of 109.65 feet; run thence North 73°18' West, a distance of 201.55 feet; run thence North 72°14' West, a distance of 217.05 feet; run thence North 55°20' West, a distance of 216.65 feet; run thence North 47°35' West, a distance of 108.65 feet; run thence South 69°12' East, a distance of 73.43 feet; run thence South 62°22' East, a distance of 109.0 feet; run thence North 69°28' East, a distance of 118.51 feet; run thence North 15°02' East, a distance of 92.81 feet; run thence North 69°08' East, a distance of 130.72 feet; run thence South 76°50' East, a distance of 212.0 feet; run thence North 46°19' East, a distance of 123.06 feet; run thence South 65°23' East, a distance of 295.05 feet; run thence South 51°12' East, a distance of 295.98 feet; run thence South 42°49' East, a distance of 145.0 feet; run thence South 48°41' East, a distance of 153.61 feet; run thence South 68°08' East, a distance of 247.0 feet; run thence South 58°20' East, a distance of 203.21 feet; run thence South 79°51' East, a distance of 75.53 feet; run thence South 65°46' East, a distance of 202.57 feet; run thence North 16°01' East, a distance of 219.30 feet; run thence North 26°47' West, a distance of 156.57 feet; run thence North 37°00' West, a distance of 220.10 feet; run thence North 22°30' West, a distance of 177.94 feet; run thence North 09°00' West, a distance of 174.86 feet; run thence South 53°48' East, a distance of 75.04 feet; run thence South 21°35' East, a distance of 188.0 feet; run thence South 48°21' East, a distance of 86.13 feet; run thence North 82°39' East, a distance of 198.18 feet; run thence South 86°40' East, a distance of 193.95 feet; run thence North 84°48' East, a distance of 283.0 feet; run thence North 21°32' West, a distance of 244.86 feet; run thence North 88°34' East, a distance of 123.21 feet, more or less, to the point of beginning.

Portions of Sections Forty-two (42), Forty-three (43), Forty-four (44) and portions of unsurveyed Sections Twelve (12) and Thirteen (13), Township One (1) North, Range Twenty-eight (28) East; together with all of Sections Six (6), Thirty-eight (38), and Thirty-nine (39), and a portion of Section Seven (7), Township One (1) North, Range Twenty-nine (29) East, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of Township Two (2) North, with the Western right of way line of Florida State Road 105, also known as A-1-A, a 200-foot right of way as now established; run thence South 20°59' East, along said Western right of way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North 88°34' East, a distance of 212.24 feet to the Eastern right of way of said State Road A-1-A; run thence South 20°59' East along said Eastern right of way line, a distance of 436.0 feet; run thence North 76°06'30" East, a distance of 213.51 feet; thence North 24°13'17" East, a distance of 245.67 feet; run thence South 51°43'21" East, a distance of 294.98 feet; run thence North 82°04' East, a distance of 727.36 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1962; run thence South 11°41' East, a distance of 149.80 feet; run thence South 12°32' East, a distance of 296.21 feet; run thence South 12°19' East, a distance of 295.69 feet; run thence South 12°37' East, a distance of 146.30 feet; run thence South 12°37' East, a distance of 148.99 feet; run thence South 14°28' East, a distance of 298.26 feet; run thence South 12°30' East, a distance of 298.40 feet; run thence South 12°58' East, a distance of 297.83 feet; run thence South 14°25' East, a distance of 297.80 feet; run thence South 14°37' East, a distance of 298.05 feet; run thence South 16°11' East, a distance of 298.36 feet; run thence South 16°10' East, a distance of 298.02 feet; run thence South 16°24' East, a distance of 298.75 feet; run thence South 16°13' East, a distance of 298.40 feet; run thence South 17°51' East, a distance of 298.39 feet; run thence South 16°45' East, a distance of 298.0 feet; run thence South 16°40' East, a distance of 297.67 feet; run thence South 15°23' East, a distance of 297.91 feet; run thence South 16°57' East, a distance of 297.62 feet; run thence South 18°12' East, a distance of 297.48 feet; run thence South 20°16' East, a distance of 298.75 feet; run thence South 20°10' East, a distance of 297.34 feet; run thence South 18°49' East, a distance of 297.96 feet; run thence South 17°22' East, a distance of 296.67 feet; run thence South 13°42' East, a distance of 298.22 feet; run thence South 10°36' East, a distance of 297.09 feet; run thence South 06°29' East, a distance of 297.69 feet; run thence South 03°20' East, a distance of 297.40 feet; run thence South 00°29' West, a distance of 297.24 feet; run thence South 04°43' West, a distance of 296.30 feet; run thence South 07°04' West, a distance of 297.47 feet; run thence South 15°36' West, a distance of 295.72 feet; run thence South 26°45' West, a distance of 297.74 feet; run thence South 24°03' West, a distance of 297.25 feet; run thence South 17°47' West, a distance of 297.78 feet; run thence South 18°34' West, a distance of 298.12 feet; run thence South 21°27' West, a distance of 297.73 feet; run thence South 34°32' West, a distance of 297.89 feet; run thence South 53°09' West, a distance of 297.90 feet; run thence South 66°22' West, a distance of 191.0 feet; run thence South 89°08' West, a distance of 158.40 feet; run thence North 63°53' West, a distance of 148.57 feet; run thence North 55°27' West, a distance of 297.0 feet; run thence North 44°54' West, a distance of 296.88 feet; run thence North 43°55' West, a distance of 255.43 feet; run thence North 37°38' West, a distance of 297.05 feet; run thence North 43°39' West, a distance of 298.60 feet; run thence North 43°40' West, a distance of 298.23 feet; run thence North 41°22' West, a distance of 298.33 feet; run thence North 36°33' West, a distance of 297.49 feet; run thence North 32°24' West, a distance of 297.56 feet; run thence North 29°49' West, a distance of 59.44 feet to the Eastern right of way of State Road A-1-A; run thence North 56°16' East, a distance of 354.73 feet along the Eastern right of way line of said State Road A-1-A to a P.C. of a curve to the left, said

curve being concave Nor easterly and having a radi of 3,337.75 feet and a central angle of 76°42'10"; thence Southerly along and with the arc of said curve an arc distance of 4,769.83 feet, said arc being subtended by a chord bearing of North 17°38'30" East, and a chord distance of 4,416.67 feet; run thence North 20°59' West, a distance of 4,295.29 feet; run thence North 20°59' West, a distance of 436.0 feet; run thence South 88°34'00" West, a distance of 212.24 feet to the point of beginning hereinbefore described.

From the point of beginning; run thence South 20°59' East, a distance of 4,802.312 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 3,337.75 feet and a central angle of 76°42'10"; thence Southerly along and with the arc of said curve an arc distance of 4,468.30 feet; said arc being subtended by a chord bearing of South 17°22'05" West and a chord distance of 4,142.03 feet; run thence North 02°31' West, a distance of 119.15 feet; run thence North 52°58' East, a distance of 221.110 feet; run thence North 78°13' East, a distance of 104.40 feet; run thence North 65°28' West, a distance of 126.59 feet; run thence North 61°34' West, a distance of 110.83 feet; run thence North 13°19' East, a distance of 133.0 feet; run thence North 42°37' West, a distance of 142.49 feet; run thence North 03°00' East, a distance of 78.50 feet; run thence North 08°42' West, a distance of 52.16 feet; run thence North 65°06' West, a distance of 48.84 feet; run thence South 85°07' West, a distance of 72.65 feet; run thence South 89°41' West, a distance of 73.67 feet; run thence North 27°22' East, a distance of 198.05 feet; run thence North 15°26' East, a distance of 112.02 feet; run thence North 66°28' East, a distance of 141.14 feet; run thence South 47°42' East, a distance of 96.99 feet; run thence South 41°17' East, a distance of 98.32 feet; run thence South 56°15' East, a distance of 52.27 feet; run thence North 62°32' East, a distance of 167.95 feet; run thence South 50°29' East, a distance of 167.90 feet; run thence South 70°10' East, a distance of 195.23 feet; run thence North 39°25' West, a distance of 144.33 feet; run thence North 47°09' West, a distance of 144.56 feet; run thence North 54°18' East, a distance of 193.43 feet; run thence North 87°03' East, a distance of 213.10 feet; run thence South 80°34' East, a distance of 177.74 feet to the Western right of way line of State Road A-1-A; thence run along the Western right of way of State Road A-1-A Northward, North 27°34' East, a chord distance of 101.53 feet; run thence North 26°03' East, a chord distance of 100.18 feet; run thence North 24°12' East, a chord distance of 97.57 feet; run thence North 23°12' East, a chord distance of 99.01 feet; run thence North 21°20' East, a chord distance of 112.72 feet; run thence North 79°31' West, a distance of 102.30 feet; run thence South 65°44' West, a distance of 257.13 feet; run thence South 60°18' West, a distance of 297.84 feet; run thence South 54°48' West, a distance of 100.0 feet; run thence South 34°55' West, a distance of 31.44 feet; run thence South 13°34' West, a distance of 38.99 feet; run thence South 18°49' West, a distance of 49.90 feet; run thence South 74°30' West, a distance of 207.90 feet; run thence North 48°31' West, a distance of 63.50 feet; run thence North 58°06' West, a distance of 61.47 feet; run thence South 73°30' West, a distance of 120.11 feet; run thence North 61°02' West, a distance of 133.67 feet; run thence North 42°54' West, a distance of 231.0 feet; run thence North 82°10' East, a distance of 241.91 feet; run thence South 77°47' East, a distance of 154.12 feet; run thence South 45°22' East, a distance of 119.0 feet; run thence South 74°14' East, a distance of 104.65 feet; run thence North 56°47' East, a distance of 290.12 feet; run thence North 51°17' East, a distance of 257.26 feet; run thence North 52°23' East, a distance of 188.03 feet; run thence North 59°21' East, a distance of 272.91 feet; run thence North 65°09' West, a distance of 86.98 feet; run thence South 64°38' West, a distance of 298.29 feet; run thence South 73°07' West, a distance of 269.35 feet; run thence North 81°19' West, a distance of 54.45 feet; run thence North 68°17' East, a distance of 297.47 feet; run thence North 58°05' East, a distance of 115.0 feet; run thence North 44°13' East, a distance of 55.10 feet; run thence North 44°46' East, a distance of 128.67 feet; run thence North 32°38' East, a distance of 112.0 feet; run thence North 29°21' East, a distance of 174.88 feet; run thence South 83°59' West, a distance of 192.74 feet; run thence South 69°51' West, a distance of 252.53 feet; run thence South 62°55' West, a distance of 232.71 feet; run thence South 65°17' West, a distance of 299.10 feet; run thence South 74°01' West, a distance of 296.74 feet; run thence

OFFICIAL RECORDS

BOOK 293 PAGE 607

INSTR # 200339049
OR BK 01183 PG 0286

North 85°39' West, a distance of 258.45 feet; run thence North 86°10' West, a distance of 297.22 feet; run thence South 82°50' West, a distance of 296.80 feet; run thence South 75°21' West, a distance of 298.75 feet; run thence South 59°30' East, a distance of 295.08 feet; run thence South 67°51' East, a distance of 236.99 feet; run thence South 80°10' East, a distance of 296.75 feet; run thence South 08°14' West, a distance of 94.12 feet; run thence South 54°03' West, a distance of 138.12 feet; run thence South 32°39' West, a distance of 73.0 feet; run thence South 81°14' East, a distance of 83.79 feet; run thence South 62°46' East, a distance of 63.83 feet; run thence South 63°51' West, a distance of 43.29 feet; run thence South 58°22' West, a distance of 61.44 feet; run thence North 84°47' West, a distance of 84.14 feet; run thence North 76°15' West, a distance of 63.80 feet; run thence North 48°52' West, a distance of 67.53 feet; run thence North 82°42' West, a distance of 103.89 feet; run thence North 10°49' East, a distance of 34.62 feet; run thence North 87°57' East, a distance of 70.52 feet; run thence North 83°31' East, a distance of 101.36 feet; run thence North 17°54' East, a distance of 49.02 feet; run thence North 72°03' West, a distance of 193.61 feet; run thence North 48°22' West, a distance of 90.0 feet; run thence North 34°50' West, a distance of 71.84 feet; run thence North 61°31' West, a distance of 87.09 feet; run thence North 76°56' West, a distance of 289.02 feet; run thence North 75°53' West, a distance of 88.50 feet; run thence South 17°58' East, a distance of 180.07 feet; run thence South 57°16' East, a distance of 291.04 feet; run thence South 47°23' East, a distance of 295.53 feet; run thence South 51°20' East, a distance of 228.93 feet; run thence South 59°53' East, a distance of 104.0 feet; run thence North 83°10' East, a distance of 139.27 feet; run thence South 21°20' West, a distance of 55.51 feet; run thence South 50°34' West, a distance of 40.0 feet; run thence North 69°56' West, a distance of 54.98 feet; run thence North 82°09' West, a distance of 161.76 feet; run thence North 49°04' West, a distance of 171.65 feet; run thence North 39°46' West, a distance of 295.82 feet; run thence North 57°10' West, a distance of 250.06 feet; run thence North 49°30' West, a distance of 172.26 feet; run thence North 48°58' West, a distance of 293.43 feet; run thence North 39°55' West, a distance of 296.91 feet; run thence North 33°42' West, a distance of 233.80 feet; run thence North 47°20' West, a distance of 124.0 feet; run thence North 63°28' West, a distance of 177.76 feet; run thence North 21°30' East, a distance of 110.0 feet; run thence North 44°13' West, a distance of 233.96 feet; run thence North 43°59' West, a distance of 224.57 feet; run thence North 32°14' West, a distance of 117.0 feet; run thence North 63°39' West, a distance of 111.47 feet; run thence North 33°42' West, a distance of 289.54 feet; run thence North 35°33' West, a distance of 298.62 feet; run thence North 21°53' West, a distance of 256.90 feet; run thence North 17°22' West, a distance of 181.10 feet; run thence South 48°29' East, a distance of 182.33 feet; run thence South 34°44' East, a distance of 192.83 feet; run thence South 28°24' East, a distance of 103.0 feet; run thence South 78°49' East, a distance of 167.93 feet; run thence South 18°30' West, a distance of 187.65 feet; run thence South 75°52' East, a distance of 222.14 feet; run thence South 75°27' East, a distance of 208.18 feet; run thence North 13°17' East, a distance of 212.43 feet; run thence North 11°23' East, a distance of 189.57 feet; run thence South 80°49' East, a distance of 135.0 feet; run thence North 73°59' East, a distance of 88.92 feet; run thence North 13°58' West, a distance of 289.72 feet; run thence North 00°16' East, a distance of 126.14 feet; run thence South 67°31' East, a distance of 217.50 feet; run thence North 78°37' East, a distance of 185.68 feet; run thence South 68°52' East, a distance of 285.20 feet; run thence South 82°11' East, a distance of 129.0 feet; run thence North 63°05' East, a distance of 52.80 feet; run thence North 46°25' East, a distance of 39.45 feet; run thence North 40°17' East, a distance of 295.96 feet; run thence North 25°19' East, a distance of 136.0 feet; run thence North 16°47' East, a distance of 140.97 feet; run thence North 08°52' East, a distance of 239.28 feet; run thence North 12°20' West, a distance of 295.61 feet; run thence North 15°34' West, a distance of 297.32 feet; run thence North 08°25' West, a distance of 298.20 feet; run thence North 05°34' West, a distance of 263.40 feet; run thence North 03°40' East, a distance of 221.75 feet; run thence North 15°31' East, a distance of 244.55 feet; run thence North 19°26' East, a distance of 256.12 feet; run thence North 28°54' East, a distance of 195.42 feet;

run thence South 78°09' West, a distance of 296.62 feet; run thence North 24°54' East, a distance of 81.0 feet; run thence North 65°20' West, a distance of 194.28 feet; run thence North 42°17' West, a distance of 145.0 feet; run thence North 23°33' East, a distance of 160.65 feet; run thence North 35°31' East, a distance of 177.0 feet; run thence North 08°17' West, a distance of 113.19 feet; run thence North 53°56' West, a distance of 100.0 feet; run thence North 65°44' West, a distance of 179.99 feet; run thence North 80°36' West, a distance of 124.56 feet; run thence North 52°22' West, a distance of 219.36 feet; run thence North 41°54' West, a distance of 84.25 feet; run thence North 41°54' West, a distance of 105.28 feet; run thence North 79°27' West, a distance of 212.20 feet; run thence North 79°07' West, a distance of 221.38 feet; run thence North 69°58' West, a distance of 295.09 feet; run thence North 23°05' West, a distance of 136.0 feet; run thence North 86°17' West, a distance of 96.62 feet; run thence North 62°38' West, a distance of 163.61 feet; run thence North 46°19' West, a distance of 227.31 feet; run thence South 63°26' West, a distance of 197.14 feet; run thence North 87°56' West, a distance of 109.65 feet; run thence North 73°18' West, a distance of 201.55 feet; run thence North 72°14' West, a distance of 217.05 feet; run thence North 55°20' West, a distance of 216.65 feet; run thence North 47°35' West, a distance of 108.65 feet; run thence South 69°12' East, a distance of 73.43 feet; run thence South 62°22' East, a distance of 109.0 feet; run thence North 69°28' East, a distance of 118.51 feet; run thence North 15°02' East, a distance of 92.81 feet; run thence North 69°08' East, a distance of 130.72 feet; run thence South 76°50' East, a distance of 212.0 feet; run thence North 46°49' East, a distance of 123.06 feet; run thence South 65°23' East, a distance of 295.05 feet; run thence South 51°12' East, a distance of 295.98 feet; run thence South 42°49' East, a distance of 145.0 feet; run thence South 48°41' East, a distance of 153.61 feet; run thence South 68°08' East, a distance of 247.0 feet; run thence South 58°20' East, a distance of 203.21 feet; run thence South 79°51' East, a distance of 75.53 feet; run thence South 65°46' East, a distance of 202.57 feet; run thence North 16°01' East, a distance of 219.30 feet; run thence North 26°47' West, a distance of 156.57 feet; run thence North 37°00' West, a distance of 220.10 feet; run thence North 22°30' West, a distance of 177.94 feet; run thence North 09°00' West, a distance of 174.86 feet; run thence South 53°48' East, a distance of 75.04 feet; run thence South 21°35' East, a distance of 188.0 feet; run thence South 48°21' East, a distance of 86.13 feet; run thence North 82°39' East, a distance of 298.18 feet; run thence South 86°40' East, a distance of 193.95 feet; run thence North 84°48' East, a distance of 283.0 feet; run thence North 21°32' West, a distance of 244.86 feet; run thence North 88°34' East, a distance of 123.21 feet, more or less, to the point of beginning.

65231

FILED AND RECORDED

1978 JUN 18 PM 1:29

D. C. OXLEY
CLERK CIRCUIT COURT
WASCO COUNTY, FLA

BOOK 391 PAGE 37

JUN 23 1983

REAFFIRMATION AGREEMENT

THIS REAFFIRMATION AGREEMENT made and entered into this 23RD day of June, 1983, by and between AMELIA PLANTATION COMPANY, an Ohio corporation, hereinafter referred to as "APC", and SENIOR CORP., a Delaware corporation, hereinafter referred to as "Senior".

W I T N E S S E T H:

WHEREAS, APC has acquired and owns the real property described in Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as the "Amenities Property", constituting the following described Amenities:

The Tennis Center
The 27-Hole Golf Course
The Amelia Island Inn
The Beach Club

WHEREAS, APC did create and record among the Public Records of Nassau County, Florida, Covenants and Restrictions dated May 31, 1978, created by APC for the benefit of Summer Beach, Inc. and Amelia Dunes, Inc., their successors and assigns to become owners of the residential property then owned by Summer Beach, Inc. and Amelia Dunes, Inc., which Covenants and Restrictions are hereinafter referred to as the "Covenants and Restrictions", a copy of which Covenants and Restrictions are attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, Summer Beach, Inc. did own and transfer unto Senior the real property described in Exhibit "C" attached hereto and made a part hereof and hereinafter referred to as the "Summer Beach Property"; and

WHEREAS, on even date herewith, Senior has sold and transferred unto APC the real property described in Exhibit "D" attached hereto and made a part hereof and hereinafter referred to as the "106 Lots"; and

WHEREAS, the parties hereto desire to reaffirm, amend and clarify the terms and provisions of Article VIII of that certain Purchase and Sale Agreement dated April 25, 1978, by and between Amelia Dunes, Inc. and Summer Beach, Inc., as Seller and Amelia Plantation Company, as Purchaser, hereinafter referred to as the "Amenities Agreement" and to reaffirm, amend and clarify the Covenants and Restrictions.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and the purchase and sale of the 106 Lots and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. RECITALS: The foregoing recitals are adopted and incorporated herein by reference thereto.
2. REAFFIRMATION: APC affirms and acknowledges that the Amenities Agreement and the Covenants and Restrictions, as amended and clarified herein, are continuing, remaining in full force and effect and are binding upon and enforceable against APC, its successors and assigns, and are for the benefit of Senior Corp., its subsidiary, Amelia Island Waterworks, Inc. or their successors and assigns, in accordance with their terms.

3. **AMENITIES AGREEMENT:** Article VIII of the Amenities Agreement provides in pertinent part that:

"Seller (Summer Beach, Inc.) and Amelia Dunes, Inc. and their successors and assigns, shall be entitled to the use and enjoyment of the amenities to be acquired by Purchaser (APC) from Seller and the Barnett Winston Investment Trust, and/or its successors and assigns, located in the Amelia Island Plantation."

The Summer Beach Property is hereby recognized to include and constitute a part of the real property owned by Summer Beach, Inc. at the time APC and Summer Beach, Inc. entered into the Amenities Agreement. Accordingly, the succeeding and respective residential property owners of the Summer Beach Property shall enjoy the right to use and enjoy the Amenities Property, under the terms and conditions of the Amenities Agreement, as amended and clarified herein, and in the same manner, under the same fee schedule and under the terms and conditions that the residential property owners at Amelia Plantation enjoy, such that the rights, entitlements, benefits, amenities and facilities made available and provided to the residential property owners of the Summer Beach Property and to the residential property owners of Amelia Plantation Property and the fees, dues and expenses charged to the residential property owners of Summer Beach Property and to the residential property owners of Amelia Plantation Property are uniform and non-discriminatory, but subject, however, to the obligation of the residential property owners of the Summer Beach Property to apply for membership and join the Amelia Island Plantation Club, but only in the event that they elect to exercise the right of use and enjoyment of the Amenities Property, and provided that, the residential property owners of Amelia Plantation Property are also obligated to apply for membership in and join the Amelia Island Plantation Club, and so long as membership in the Amelia Island Plantation Club is a condition to the use and enjoyment of the Amenities Property by the residential property owners of Summer Beach Property and Amelia Plantation Property, then, such use and enjoyment of the Amenities Property shall also be subject to (i) reasonable rules and regulations uniformly imposed on the use of the Amenities Property by all club members of the Amelia Island Plantation Club; (ii) the payment of the same fees and charges which are in effect from time to time for all club members of the Amelia Island Plantation Club; and (iii) the normal resort and business activities of Amelia Plantation Company and the availability to members of the Amelia Island Plantation Club of the use of the Amenities Property.

4. **AMENITIES:** The Amenities Property described in the Amenities Agreement includes, but is not limited to:

- The Tennis Center
- The 27-Hole Golf Course
- The Amelia Island Inn
- The Beach Club

All which amenities are presently owned by APC, are more particularly described in Exhibit "A" attached hereto and further described in the Covenants and Restrictions.

5. **INITIATION FEES:** Under the terms and provisions of Article VIII of the Amenities Agreement, APC did agree to:

"...pay in full or will cause to be waived any and all initiation fees due and payable for associate membership in the Amelia Island Plantation Club, so as to allow for the

APC 391 - 39

use of all Club facilities by any bona fide purchaser for value of a single-family residential lot acquired from (Amelia Dunes, Inc./Summer Beach, Inc.)... to enable such purchaser to become an associate member in accordance with said purchaser's written application for membership... this provision shall apply only to an immediate successor in title of the seller who is also a bona fide purchaser for value to acquire such title on or before January 1, 1985."

In view of the fact that Senior is conveying the 106 Lots in bulk to APC and is not conveying each individual lot to persons who intend to reside thereon, it is hereby acknowledged and agreed that the above-quoted provision ("Initiation Fee Provision") will no longer affect the 106 Lots sold to APC.

It is further acknowledged and agreed that the Initiation Fee Provision never applied to the Summer Beach Property.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed on this 23rd day of June, 1983.

Witnesses:

H. W. [Signature]
Maec L. Faust

[Signature]
Maec L. Faust

AMELIA PLANTATION COMPANY, an Ohio corporation

By [Signature]
(CORPORATE SEAL)

SENIOR CORP., a Delaware corporation

By [Signature]
Martin W. Taplin, President
(CORPORATE SEAL)

Prepared By: Maec L. Faust, Esq.
Suite 700A
2699 So. Bayshore Dr. - 3 -
Miami, Fla. 33133

BOOK 291 PAGE 40

STATE OF Florida)
COUNTY OF Duval) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James M. Rester, as VICE Pres. of AMELIA PLANTATION COMPANY, an Ohio corporation, to me known to be the person described in and who executed the foregoing instrument in said capacity and he acknowledged before me that he executed the same on behalf of the corporation.

James M. Rester
Notary Public
State of Florida at Large

My Commission Expires:

STATE OF Florida)
COUNTY OF Dade) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Martin J. Trolin, as President of SENIOR CORP., a Delaware corporation, to me known to be the person described in and who executed the foregoing instrument in said capacity and he acknowledged before me that he executed the same on behalf of the corporation.

Martin J. Trolin
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires January 1, 1998
Bonded thru Maynard Bonding Agency

BOOK 291 PAGE 41

EXHIBIT "A" OFFICIAL RECORDS
To Covenants and Restrictions
Tennis Center

266 441

A portion of Section 20, Township 2 North, Range 25 East, Nassau County, Florida and hereinafter more particularly described as follows:

For point of reference, commence at the Southeast corner of Lot 1, Benchwood Village Unit I, as recorded in Plat Book 4, Pages 25 through 27, of the current public records of said county, said point lying in the Westerly Right of Way line of Benchwood Road, a 60 foot private road as now established, said point also lying in a curve, said curve being concave Northwestwardly and having a radius of 330.0 feet; thence Southwesterly along and with the arc of said curve, an arc distance of 28.0 feet, said arc being subtended by a chord bearing of South 50° 53' 54" East and a chord distance of 24.0 feet to the point of tangency of said curve; thence on a tangent bearing of South 53° 19' 48" East, continuing along said Westerly Right of Line a distance of 162.68 feet to the point of beginning.

From the point of beginning thus described, continue South 53° 19' 48" East along said Westerly Right of Way line, a distance of 61.70 feet; thence continue along said Westerly Right of Way line South 52° 26' 18" East, a distance of 304.40 feet to the P. C. of a curve to the right, said curve being concave Southwesterly and having a radius of 187.61 feet; thence Southwesterly along and with

EXHIBIT "A"

307K 391 42

OFFICIAL RECORDS

371 266 442

the arc of said curve, an arc distance of 127.12 feet, said arc being subtended
by a chord bearing of South 33° 01' 36" East and a chord distance of 124.71 feet
to the point of tangency of said curve; thence on a tangent bearing of South 15° 34' 54"
East, continuing along the Westerly Right of Way line of said Backwood Road,
a distance of 328.16 feet to the P. C. of a curve to the left, said curve being
concave Northwesterly and having a radius of 320.0 feet; thence Southeasterly
along and with the arc of said curve, an arc distance of 187.21 feet, said arc
being subtended by a chord bearing of South 29° 52' 02" East and a chord distance
of 184.71 feet; thence departing from said Westerly Right of Way line South
57° 20' 05" West, a distance of 394.51 feet; thence South 47° 55' 00" West, a
distance of 447.01 feet to a point in the Easterly Right of Way line of State Road
No. 105 (A1A); run thence North 19° 33' 10" West along said Easterly Right of
Way line, a distance of 625.69 feet; thence departing from said Easterly Right
of Way line North 68° 42' 11" East, a distance of 242.87 feet; thence North
34° 43' 05" East, a distance of 342.90 feet; thence North 29° 16' 05" East, a
distance of 146.72 feet to the point of beginning.

Land thus described contains 14.03 acres, more or less.

BOOK 291 - 43

EXHIBIT "B" SPECIAL RECEIPT
To Covenants and Restrictions
27 Hole Golf Course

266 443

Said Covenants and Restrictions numbered 1 and 2
in the County of Marion, Florida, Township 2 North, Range 20 East,
Marion County, Florida and being more particularly described as follows:

The point of beginning, commencing at a point on the Easterly Right
of Way line of Sea Marsh Road (a 60 foot private road), said point
being the southeast corner of Sea Marsh Village Unit Two as recorded
in Plat Book 4, pages 16 and 17 of the current public records of
said county and the northeast corner of Sea Marsh Village Unit One
as recorded in Plat Book 2, pages 11, 12 and 13, of said public records.

From the point of beginning thus described, run North 70° 26' 30"
West, a distance of 143.04 feet to a point in the Easterly Right of
Way line of State Road 102 (2-1-72); a 200 foot right of way, as now
established; thence South 13° 12' 15" West along said Easterly Right
of Way line of State Road 102, a distance of 3,157.17 feet to 10' of
intersection with the Easterly Right of Way line of a 150 private
accessway road as shown on said Plat of Sea Marsh Village Unit One;
thence South 70° 26' 30" West along said Easterly Right of Way line,
a distance of 137.13 feet to the P.C. of a curve to the right, said
curve being concave to the Northeast and having a radius of 25.0 feet
and being subtended by an angle of 80° 03' 42"; thence North 19° 30'
56" West along the chord of said curve, a chord distance of 31.14 feet
to the point of reverse curve in the Easterly Right of Way line of Sea
Marsh Road (a 60 foot private road) as shown on said Plat of Sea Marsh
Village Unit One, said curve having an arc of 34.53 feet; said reverse
curve being concave to the Southwest and having a radius of 25.0 feet,
being subtended by a central angle of 41° 37' 12"; thence North 50° 12'
41" West along the chord of said curve, a chord distance of 189.34 feet
to the point of tangency of said curve, said chord having an arc dis-
tance of 154.34 feet; thence continuing along said Easterly Right of
Way line of Sea Marsh Road North 70° 26' 30" West, a distance of 109.87
feet to the P.C. of a curve to the right, said curve being concave to
the Northeast and having a radius of 370.0 feet and being subtended by
a central angle of 26° 50' 09"; thence North 27° 36' 34" West along
the chord of said curve, a chord distance of 150.40 feet to the point
of tangency of said curve, said chord having an arc distance of 157.32
feet; thence continuing along said Easterly Right of Way line of Sea
Marsh Road North 44° 54' 30" West, a distance of 458.76 feet to the
P.C. of a curve to the right, said curve being concave to the Northeast
and having a radius of 270.0 feet, said curve being subtended by a
central angle of 45° 34' 58"; thence North 21° 31' 19" West along the
chord of said curve, a chord distance of 213.53 feet to the point of
tangency of said curve, said chord having an arc distance of 219.83
feet; thence continuing along said Easterly Right of Way line of Sea
Marsh Road North 1° 30' 32" East, a distance of 258.11 feet; thence
South 21° 28' 28" West, a distance of 188.78 feet; thence South 10° 09' 12"
West, a distance of 157.03 feet; thence South 70° 26' 30" East, a dis-
tance of 275.0 feet; thence North 10° 09' 12" East, a distance of 126.0
feet; thence North 34° 20' 20" West, a distance of 19.40 feet; thence
North 70° 26' 30" West, a distance of 143.04 feet; thence North 29° 03'
10" West, a distance of 48.76 feet; thence North 84° 21' 18" West, a
distance of 125.14 feet to a point in the aforementioned Easterly Right
of Way line of Sea Marsh Road thence North 1° 30' 32" East along said
Easterly Right of Way line of Sea Marsh Road, a distance of 344.11 feet
to the P.C. of a curve to the left, said curve being concave to the
Southeast and having a radius of 365.0 feet; said curve being subtended
by a central angle of 7° 27' 49"; thence North 11° 03' 33" West along
the chord of said curve, a chord distance of 39.70 feet, said chord
having an arc of 39.73 feet; thence departing from said Easterly Right
of Way line of Sea Marsh Road North 90° 07' 04" East, a distance of
150.00 feet; thence North 9° 39' 01" West, a distance of 157.25 feet;
thence North 45° 19' 20" West, a distance of 126.34 feet; thence North
15° 12' 48" West, a distance of 72.03 feet; thence North 1° 51' 45"
West, a distance of 133.04 feet; thence North 25° 10' 05" West, a dis-
tance of 107.72 feet; thence North 11° 29' 40" West, a distance of
107.72 feet; thence North 25° 03' 11" East, a distance of 81.22 feet;
thence North 23° 01' 05" West, a distance of 151.50 feet; thence South
22° 10' 42" West, a distance of 88.28 feet to a point in the aforemen-
tioned Easterly Right of Way line of Sea Marsh Road, said Easterly Right of
Way line being in a curve, said curve being concave to the Northeast
and having a radius of 325.0 feet, said curve being subtended by a
central angle of 53° 31' 17"; thence North 6° 53' 53" West along the
chord of said curve, a chord distance of 271.04 feet, said chord
having an arc distance of 278.34 feet to the P.C. of tangency of said

BOOK 391 PAGE 44

OFFICIAL RECORD

266 no 444

Half Curve Point Shown 1 and 2 (cont'd)

Survey thence continuing along said westerly right of way line of
the road and north 22° 30' 30" west, a distance of 152.81 feet
to the P.C. of a curve to the right, said curve being convex to the
south and having a radius of 228.8 feet; said curve being sub-
served by a central angle of 41° 40' 50" thence north 1° 10' 15"
west along the chord to said curve, a chord distance of 121.57 feet,
said chord having an arc distance of 226.94 feet to the point of ter-
mination of said curve, thence continuing along said westerly right of
way line of the road north 22° 30' 30" west, a distance of 32.72
feet to the point of beginning.

Point then described contains 22,914 parts, more or less.

The boundary lines of the tracts described shall lie on the corner lines
of all curves hereinafter described, rather than the chord lines as descri-
bed in the foregoing description.

2. Half Curve Point Numbered 3 and 4

A part of Tract 5 as shown on Map of Sea Marsh Village Unit Two as re-
corded in Plat Book 4, pages 15 and 17 of the public records of Nassau
County, Florida and being a portion of Section 26, Township 3 North,
Range 20 East, Nassau County, Florida and being more particularly de-
scribed as follows:

For point of beginning, commence at the northeast corner of Lot 21 as
shown on Plat of Sea Marsh Village Unit One as recorded in Plat Book 4,
pages 11, 12 and 13 of said public records of Nassau County, Florida;
thence north 34° 10' 10" west, a distance of 121.11 feet to the north-
west corner of said Lot 21; thence north 87° 30' 30" west along the
northerly line of Lots 20, 21, 22, 27 and 28 of said Sea Marsh Village
Unit One, a distance of 221.07 feet to the northeast corner of said
Lot 24; thence north 16° 47' 30" west along the northerly line of
said Lot 24, a distance of 115.44 feet to the west westerly line of
said Lot 25; thence north 15° 00' 41" east along the westerly line of
said Lot 25 and 24 of said Sea Marsh Village Unit One, a distance of 212.13
feet to the southwest corner of said Lot 24; thence north 1° 26' 00"
west along the westerly line of Lot 24; thence north 1° 26' 00"
west 127.53 feet to the southwest corner of said Lot 23 and a point in the
north right of way line of Red Maple Road (a 20 foot private road, as
now established) thence north 87° 23' 52" west along the said westerly
right of way line of Red Maple Road, a distance of 173.93 feet to the
P.C. of a curve to the left, said curve being convex to the southeast
and having a radius of 129.8 feet and a central angle of 22° 22' 42";
thence south 77° 42' 52" west along the chord of said curve, a distance
of 121.43, said curve being subtended by an arc of 121.13 feet to the
southeast corner of Lot 71 of said Sea Marsh Village Unit Two; thence
north 22° 34' 00" west along the easterly line of said Lot 71, a dis-
tance of 21.00 feet to the northeast corner of said Lot 71; thence
north 17° 05' 30" east along the easterly line of Lot 71; a dis-
tance of 200.00 feet to the northeast corner of said Lot 70 and 69 of
said Sea Marsh Village Unit Two, a distance of 204.20 feet to the
southeast corner of said Lot 69; thence north 1° 10' 15" east along
the easterly line of Lots 68 and 67 as shown on said Plat of Sea Marsh
Village Unit Two, a distance of 226.00 feet to the northeast corner of
said Lot 67; thence north 1° 10' 15" east, a distance of 20.00 feet to
the southeast corner of Lot 66 as shown on said Plat of Sea Marsh
Village Unit Two thence north 1° 10' 15" east along the east line of
said Lot 66, a distance of 124.00 feet to the southeast corner of said
Lot 64; thence north 30° 45' 15" west along the easterly line of Lot
65 and 64 as shown on said Plat of Sea Marsh Village Unit Two, a dis-
tance of 219.25 feet to the northeast corner of said Lot 64; thence
north 80° 25' 30" east along the easterly line of said Lot 64 thence
said Plat of Sea Marsh Village Unit Two, a distance of 8.00 feet to
a corner corner on Lots 63, 62 and 61, said Sea Marsh Village Unit Two
thence north 34° 42' 30" east along the easterly line of Lots 61 and
60 of said Sea Marsh Village Unit Two, a distance of 79.75 feet to
the southeast corner of said Lot 60; thence north 44° 47' 15" east along
the northerly line of Lot 59 of said Sea Marsh Village Unit Two, a dis-
tance of 112.42 feet to the southeast corner of said Lot 59; thence
south 75° 25' 30" west, a distance of 124.71 feet to the southeast

BOOK 391 PAGE 45

266 445

Half Course Miles Numbered 2 and 3 (cont'd)

corner of Lot 6, said Sea N. 28 Village Unit One; thence South 20° 45' 45" East along the South line of said Lot 6 and Lots 5 and 4 of said Sea N. 28 Village Unit One, a distance of 213.9 feet to the Southeast corner of said Lot 4; thence South 77° 20' 30" East along the Southerly line of Lot 4; said Sea N. 28 Village Unit One, a distance of 128.35 feet to the Southeast corner of said Lot 2; thence South 75° 20' 15" East along the Southerly line of Lot 2, said Sea N. 28 Village Unit One, a distance of 204.95 feet to the Southeast corner of said Lot 1, said course being in the Westerly right of way line of Sea N. 28 Village Unit One, as now established on a plan of said Sea N. 28 Village Unit One, said right of way line being a curve, said curve being concave to the Northwest and having a radius of 272.63 feet and a central angle of 28° 37' 37"; thence South 15° 01' 20" West along the chord of said curve, a distance of 128.61 feet to the P.T. of said curve, said curve being subtended by an arc distance of 127.13 feet, said point of tangency also being the point of beginning.

Each then described contains 9.250 acres, more or less.

The boundary lines of the herein described tract lie on the one line of all curves herein described, rather than the chord lines as described in the foregoing description.

Half Course Miles Numbered 4, 5, 7 and 8

A portion of Tract 7, as shown on map of Sea N. 28 Village Unit One as recorded in Plat Book 4, pages 11, 12 and 13 of the common public records of Nassau County, Florida and being more particularly described as being a portion of Sections 20, 22 and 21, Township 2 North, Range 18 East, Nassau County, Florida and being more particularly described as follows:

For point of beginning, commence at the Northwest corner of Lot 22 as shown on said map of Sea N. 28 Village Unit One; thence South 15° 01' 20" East along the Southerly line of Lots 22, 21, 20, 19, 18 and 17 as shown on said map of Sea N. 28 Village Unit One, a distance of 719.22 feet to the Southeast corner of said Lot 17; thence South 15° 01' 20" West along the Westerly line of Lots 18 and 19 as shown on said map of Sea N. 28 Village Unit One, a distance of 122.24 feet to the Southwest corner of said Lot 15; thence South 6° 40' 35" East, a distance of 202.65 feet to the Northeast corner of Lot 64 as shown on said map of Sea N. 28 Village Unit One; thence North 82° 37' 15" West along the Southerly line of said Lot 64, a distance of 116.5 feet to the Northwest corner of said Lot 64; thence South 22° 41' 15" West along the Southerly line of said Lot 64, a distance of 120.0 feet to a point in the Southerly right of way line of Sea N. 28 Village Unit One; thence South 66° 37' 15" West along said Southerly right of way line of Sea N. 28 Village Unit One, a distance of 20.0 feet to the Southeast corner of Lot 65 as shown on said map of Sea N. 28 Village Unit One; thence North 1° 22' 41" East along the Southerly line of said Lot 65, a distance of 120.0 feet to the Southeast corner of said Lot 65; thence North 24° 34' 11" West along the Southerly line of said Lot 65, a distance of 114.25 feet to the Southwest corner of said Lot 65; thence North 81° 30' 37" East along the Southerly line of Lot 64 as shown on map of Sea N. 28 Village Unit One, a distance of 118.7 feet to the Northwest corner of said Lot 64; thence South 19° 37' 45" West along the Southerly line of said Lot 64, a distance of 127.41 feet to a point in the aforementioned Southerly right of way line of Sea N. 28 Village Unit One, said right of way line being in a curve being concave to the Southwest and having a radius of 205.0 feet, said curve being subtended by a central angle of 37° 31' 56"; thence North 15° 01' 20" West along the chord of said curve, a chord distance of 126.24 feet to the point of tangency of said curve, said chord having an arc distance of 127.79 feet; thence continuing along said Southerly right of way line of Sea N. 28 Village Unit One, a distance of 17.25 feet to the P.T. of a curve to the right, said curve being concave to the Northwest and having a radius of 372.2 feet, said curve being subtended by a central angle of 26° 47' 52"; thence South 22° 40' 13" West along the chord of said curve, a chord distance of 122.20 feet to the point of tangency of said curve, and

BOOK 391 PAGE 47

OFFICIAL RECORD 266-447

Said Curves Being Submerged 5, 6, 7 and 8 (1/2)

The boundary lines of the blocks described tract lie on the arc lines of all curves herein shown; and, rather than the chord lines as designated in the accompanying description.

Said Curves Being Submerged 10 and 11

A part of Tract 2 as shown on map of Marsh Creek Village Unit 1, as recorded in Plat Book 4, pages 18 and 19 of the public records of Duval County, Florida and a part of Tract 1 as shown on plat of Marsh Creek Village Unit 1-3 as recorded in Plat Book 4, page 28 of said public records and being a portion of Section 1, Township 1 North, Range 22 East, and a portion of Section 13, Township 1 North, Range 22 East, Duval County, Florida, and being more particularly described as follows:

From point of beginning, commence at the southeast corner of Lot 13 as shown on said plat of Marsh Creek Village Unit 1; thence North 7° 00' 10" West along the Eastern line of said Lot 13 and the Eastern line of Lot 14 on said plat of Marsh Creek Village Unit 1, a distance of 110.0 feet; thence North 7° 07' 15" West, a distance of 21.0 feet to the southeast corner of Lot 13 as shown on said plat of Marsh Creek Village Unit 1; thence North 7° 04' 20" West along the East line of said Lot 13 and the East line of Lot 14 as shown on said plat of Marsh Creek Village Unit 1, a distance of 218.77 feet to the Northwest corner of said Lot 14; thence North 13° 34' 02" West, a distance of 20.09 feet to the southeast corner of Lot 13, as shown on said plat of Marsh Creek Village Unit 1; thence North 12° 37' 40" West along the East line of said Lot 13, a distance of 104.79 feet to the Northwest corner of said Lot 13; thence North 20° 31' 47" West along the Eastern line of Lot 13, 11, 10, 9 and 8's northerly continuation thereof as shown on said plat of Marsh Creek Village Unit 1, a distance of 479.63 feet to the Southeast corner of Lot 7 as shown on said plat of Marsh Creek Village Unit 1; thence North 20° 35' 22" West along the East line of said Lot 7 and the East line of Lot 6 as shown on said plat of Marsh Creek Village Unit 1, a distance of 204.0 feet to the Northwest corner of said Lot 7; thence North 9° 24' 18" West along the East line of Lot 6, 5 and 4 as shown on said plat of Marsh Creek Village Unit 1, a distance of 302.0 feet; thence North 9° 20' 09" West, a distance of 200.0 feet to the Southeast corner of Lot 3 as shown on said plat of Marsh Creek Village Unit 1; thence North 9° 20' 12" West along the East line of said Lot 3 and the East line of Lot 2 as shown on said plat of Marsh Creek Village Unit 1, a distance of 100.44 feet; thence North 21° 04' 45" East, a distance of 22.64 feet to a point in the westerly right of way line of State Road Number 105 (A-1-A), a 200 foot right of way, as now established; thence North 15° 33' 20" East along said westerly right of way line, a distance of 200.70 feet; thence departing from said westerly right of way line North 11° 15' 27" West, a distance of 99.64 feet to a point in the Northwesterly right of way line of Marsh East (a 20 foot private road) as shown on said plat of Marsh Creek Village Unit 1-3; thence North 05° 04' 45" West along said Northwesterly right of way line of Marsh East, a distance of 7.75 feet to the P. C. of a curve to the right, said curve being subtended by a central angle of 44° 30' 00"; thence North 20° 40' 15" West along the chord of said curve, a chord distance of 20.75 feet to a point of reverse curve, said chord having an arc distance of 20.20 feet, said reverse curve being convex to the Southeast and having a radius of 43.0 feet, said curve being subtended by a central angle of 120° 25' 37"; thence North 09° 04' 42" West along the curve to the right, said chord having an arc distance of 101.51 feet, said reverse curve having a radius of 23.0 feet and being subtended by a central angle of 64° 30' 00"; thence North 20° 34' 55" West along the chord of said curve, a chord distance of 20.75 feet to the point of tangency of said curve, said chord having an arc distance of 20.20 feet; thence commencing along said Northwesterly right of way line of Marsh East (a 20 foot private road) North 09° 04' 42" West a distance of 23.37 feet to the P. C. of a curve to the right, said curve being convex to the Northeast and having a radius of 175.0 feet, said curve being subtended by a central angle of 37° 55' 40"; thence North

BOOK 391 - 48

CITY RECORDS 266 - 448

$30^{\circ} 00' 31''$ West along the chord of said curve, a chord distance of 113.74 feet to the point of tangency of said curve; said chord having an arc distance of 114.87 feet; thence continuing along said Northwesterly Right of Way line of Marsh Road (a 50 foot private road) North $21^{\circ} 10' 30''$ West, a distance of 39.33 feet to the P. C. of a curve to the left, said curve being concave to the Southwest and having a radius of 223.0 feet, said curve being subtended by a central angle of $22^{\circ} 40' 40''$; thence North $49^{\circ} 34' 22''$ West along the chord of said curve, a chord distance of 137.23 feet to a point on the Northwesterly Right of Way of Marsh Road, said curve having an arc distance of 138.77 feet; thence departing from said Northwesterly Right of Way line of Marsh Road (a 50 foot private road) North $20^{\circ} 05' 37''$ West, a distance of 111.49 feet to the point of beginning.

Tracts thus described contain 13,921 acres, more or less.

The boundary lines of the lands described tract lie on the arc lines of all curves herein described, rather than the chord lines so designated in the foregoing description.

A portion of Sections 21 and 23, Township 2 North, Range 20 East, Nassau County, Florida, and being more particularly described as follows:

1. A 10-foot non-ambulatory easement for ingress and egress lying 5 feet each side of the following described easement:

The point of reference, commencing at the Southeast corner of Lot 1, Marsh Creek Village, Unit No. 1, as recorded in Plat Book 4, Pages 18 and 19 of the public records of said county; run thence North $22^{\circ} 04' 49''$ East a distance of 158.46 feet; thence North $64^{\circ} 03' 15''$ East, a distance of 98.19 feet to the point of beginning.

From the point of beginning thus described, thence North $21^{\circ} 34' 34''$ West a distance of 134.33 feet; thence South $49^{\circ} 31' 34''$ West, a distance of 42.64 feet; thence South $87^{\circ} 28' 48''$ West, a distance of 130.36 feet; thence North $62^{\circ} 27' 41''$ West, a distance of 130.43 feet; thence North $87^{\circ} 30' 32''$ West, a distance of 23.23 feet to a point lying in the Easterly Right of Way line of Marsh Creek Road as shown on said plat of Marsh Creek Village, Unit 1, and the point of termination.

BOOK 391 AT 49

OFFICIAL RECORDS 266 449

Said Survey Note No. 11

A portion of Tract 2 as shown on plat of Marsh Creek Village Unit 1-9 as recorded in Plat Book 4, page 22 of the current public records of Nassau County, Florida together with a portion of Section 1, Township 2 North, Range 23 East and Section 22, Township 2 North, Range 23 East of said county and being more particularly described as follows:

For point of beginning, commence at the Northwest corner of Lot 186 as shown on said plat of Marsh Creek Village Unit 1-9; thence South 84° 04' 18" East along the westerly line of said Lot 186, a distance of 91.70 feet to the Northwest corner of said Lot 186; thence South 79° 24' 17" East along the westerly line of said Lot 186, a distance of 63.0 feet to the Southeast corner of said Lot 186; thence South 67° 24' 18" East along the southerly line of Lot 186 and its westerly continuation thereof and the southerly line of Lot 184 as shown on said plat of Marsh Creek Village Unit 1-9, a distance of 122.0 feet to the Southeast corner of said Lot 184; thence South 28° 43' 20" East along the southerly line of Lots 183 and 182 as shown on said plat of Marsh Creek Village Unit 1-9, a distance of 121.0 feet to the Southeast corner of said Lot 182; thence South 47° 30' 13" East along the southerly line of Lot 181 as shown on said plat of Marsh Creek Village Unit 1-9, a distance of 51.23 feet to the Southeast corner of said Lot 181; thence South 32° 28' 21" East along the southerly line of said Lot 181, a distance of 112.11 feet to the Northeast corner of said Lot 181, said corner being in the southerly right-of-way line of Marsh Road (a 30 foot private road) as shown on said plat of Marsh Creek Village Unit 1-9, said right-of-way line being in a curve, said curve being concave to the Southwest and having a radius of 175.0 feet, said curve being subtended by a central angle of 57° 04' 44"; thence South 24° 04' 28" East along the chord of said curve; a chord distance of 28.15 feet to the point of tangency of said curve, said chord being an arc distance of 18.16 feet; thence continue along the said southerly right-of-way line of Marsh Road South 31° 10' 18" East, a distance of 12.28 feet to the east southerly corner of Lot 180 as shown on said plat of Marsh Creek Village Unit 1-9; thence South 28° 31' 04" East along the northwesterly line of said Lot 180; thence South 41° 23' 26" East along the southerly line of said Lot 180, a distance of 65.0 feet to the east southerly corner of said Lot 180; thence South 40° 25' 01" East, a distance of 48 feet, more or less, to the line of a curve; thence Northwesterly along said curve, a distance of 648 feet, more or less, to its intersection with the southerly extension of the Northwesterly line of the aforementioned Tract 2; thence North 21° 13' 03" East along said Northwesterly line and its southerly extension thereof, a distance of 162 feet, more or less, to an angle break in said Northwesterly line of said Tract 2; thence continuing along said Northwesterly line of Tract 2 North 17° 30' 34" East, a distance of 21.9 feet to the east southerly corner of said Tract 2, said corner also being in said southerly right-of-way line of Marsh Road (a 30 feet

291 50

OFFICIAL RECORDS 266 450

... (part of road); thence along said southerly right of way line of ...
... South 53° 32' 34" East, a distance of 30.24 feet to the
... of a curve to the right, said curve being concave to the south
... and having a radius of 49.5 feet, said curve being subtended
... by a central angle of 18° 37' 35"; thence South 79° 13' 46" East
... along the chord of said curve, a chord distance of 57.97 feet to the
... point of tangency of said curve, said chord having an arc distance
... of 68.18 feet; thence continuing along the southerly right of way
... line of North East South 32° 20' 37" East, a distance of 43.26 feet
... to the point of beginning.

Lands thus described contain 2.62 acres, less or more.

The boundary lines of the herein described tract line on the line
... lines of all curves herein described, rather than the chord lines as
... described in the foregoing description.

7. Said Curve Subd Number 11

A portion of Tract 2 as shown on map of North Creek Village Unit 1
... recorded in Plat Book 4, pages 12 and 13 of the public records of
... Duval County, Florida, and being a portion of Section 23, Township
... 34 North, Range 25 East, Duval County, Florida and being more par-
... ticularly described as follows:

For point of beginning, commence at the Southeast corner of Lot 22
... as shown on said map of North Creek Village Unit 1, thence South
... 84° 27' 39" East along the southerly line of said Lot 21, a distance
... of 150.0 feet to the Northwest corner of said Lot 21; thence South
... 11° 25' 09" East along the Easterly line of said Lot 21, a distance
... of 150.0 feet to the Northeast corner of said Lot 21; thence North
... 35° 45' 24" East, a distance of 21.0 feet to the East Southerly corner
... of Lot 21 as shown on said map of North Creek Village Unit 1, thence
... South 21° 23' 59" East, a distance of 207.21 feet to the Northwest
... corner of Lot 21 as shown on said map of North Creek Village Unit 1,
... thence South 25° 31' 47" East along the southerly line of Lots 21, 22,
... and 23, as shown on said map of North Creek Village Unit 1, a dis-
... tance of 419.24 feet to the Southeast corner of said Lot 21, thence
... South 24° 31' 11" East, a distance of 21.21 feet to the Northwest
... corner of Lot 21 as shown on said map of North Creek Village Unit 1, thence
... South 7° 04' 20" East along the southerly line of said Lot 21,
... and the southerly line of Lot 23 as shown on said map of North Creek Village
... Unit 1, a distance of 213.21 feet to the Southeast corner of said Lot 21,
... thence South 7° 07' 10" East, a distance of 23.0 feet to the North-
... west corner of Lot 21 as shown on said map of North Creek Village Unit
... 1, thence South 7° 04' 20" East along the southerly line of said Lot 19,
... a distance of 113.61 feet to the Southeast corner of said Lot 19,
... thence South 23° 23' 00" East, a distance of 115.33 feet to a point in the
... southerly right of way line of North East South 32° 20' 37" East, thence
... along said map of North Creek Village Unit 1, said point being the
... P.C. of a curve to the right, said curve being concave to the south
... and having a radius of 23.0 feet, said curve being subtended by a central
... angle of 20° 24' 28"; thence North 35° 04' 26" West along the chord of
... said curve, a chord distance of 21.49 feet to the point of tangency
... of said curve, said chord having an arc distance of 23.21 feet; thence
... South 23° 23' 00" East along the said southerly right of way line of
... North East South 32° 20' 37" East, a distance of 149.66 feet to the P.C. of a curve to the
... right, said curve being concave to the North and having a radius
... of 100.0 feet; said curve being subtended by a central angle of 18°
... 37' 35"; thence North 79° 13' 46" East along the chord of said curve,
... a chord distance of 57.97 feet to the point of tangency of said curve,
... said chord having an arc distance of 68.18 feet; thence continuing
... along said southerly right of way line of North East South 32° 20' 37"
... East, a distance of 11.57 feet to the point of a curve to the left,
... said curve being concave to the Southwest and having a radius of 23.0
... feet, said curve having a central angle of 45° 46' 12"; thence North
... 44° 35' 40" West along the chord of said curve, a chord distance of
... 44.11 feet to the point of tangency of said curve, said chord having
... an arc distance of 67.96 feet; thence continuing along said southerly
... right of way line of North East South 32° 20' 37" East, a distance of
... 27.33 feet to the Northwest corner of Lot 20 as shown on said map of
... North Creek Village Unit 1, thence South 7° 16' 25" East along the

BOOK 391 PAGE 51

OFFICIAL RECORDS 266 451

Half Acres Lots 1-12 (Cont.)

Easterly line of said Lot 48, a distance of 119.0 feet to the Northeast corner of said Lot 48; thence North 48° 13' 20" West, a distance of 112.61 feet to the Southeast corner of Lot 38 as shown on said map of Marsh Creek Village Unit 1; thence North 14° 43' 00" East along the Northwesterly line of said Lot 38, a distance of 200.0 feet; thence continuing along said Northwesterly line of Lot 38 and the Northwesterly line of Lot 37 as shown on said map of Marsh Creek Village Unit 1 North 60° 21' 30" West, a distance of 205.0 feet to the West Easterly corner of said Lot 37; thence North 20° 30' 30" West, a distance of 111.93 feet to the Northwesterly corner of Lot 35 as shown on said map of Marsh Creek Village Unit 1; thence North 54° 37' 39" West along the Northwesterly line of said Lot 35, a distance of 130.0 feet to a point in the Easterly Right of Way line of Marsh Creek (a 60 foot private road) as shown on said map of Marsh Creek Village Unit 1; thence North 5° 33' 21" West along the said Easterly Right of Way line of Marsh Creek Road; a distance of 50.0 feet to the point of beginning.

Lands thus described contain 8.443 acres, more or less.

The boundary lines of the herein described tract lie on the true lines of all curves herein described, rather than the chord lines designated in the foregoing description.

Half Acres Lots Numbers 14 and 15

A portion of Tract 4, as shown on Plat of Marsh Creek Unit 1 as recorded in Plat Book 4, pages 18 and 19 of the current public records of Nassau County, Florida and a part of Tract 7 as shown on plat of Marsh Creek Village Unit 2 as recorded in Plat Book 4, pages 21 and 22 of said public records and being a portion of Section 21, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

For point of beginning, commence at the Southeast corner of Lot 37 as shown on said plat of Marsh Creek Village Unit 1; thence South 32° 21' West along the Easterly Right of Way line of Marsh Creek Road (a 60 foot private road), a distance of 91.0 feet to the P.C. of a curve to the right, said curve being concave to the Northwest and having a radius of 143.0 feet; said curve being subtended by a central angle of 23° 17' 54"; thence South 21° 41' 19" West along the chord of said curve, a chord distance of 80.66 feet to the point of tangency of said curve, said chord having an arc distance of 91.74 feet; thence continuing along said Easterly Right of Way line of Marsh Creek Road South 37° 30' 10" West, a distance of 37.05 feet to the East Easterly corner of Lot 32 as shown on said plat of Marsh Creek Village Unit 1; thence North 51° 40' 40" West along the Northwesterly line of said Lot 32 and the Northwesterly line of Lots 33, 34, 35 and 36 as shown on said plat of Marsh Creek Village Unit 1, a distance of 307.14 feet to the Northwest corner of said Lot 36, thence North 64° 32' 22" West along the North line of Lots 107 and 109 as shown on said plat of Marsh Creek Village Unit 2, a distance of 124.52 feet to the Northwest corner of said Lot 109; thence North 05° 20' 20" West along the Northwesterly line of Lots 110, 111, 112, 113 and 114 as shown on said plat of Marsh Creek Village Unit 2, a distance of 219.00 feet to the Northwest corner of said Lot 114; thence South 61° 20' 30" West along the Northwesterly line of Lot 115 as shown on said plat of Marsh Creek Village Unit 2, a distance of 75.0 feet; thence South 31° 41' 45" East along the Easterly line of said Lot 115, a distance of 100.0 feet to the Southeast corner of said Lot 115; said corner being in the Easterly Right of Way line of the aforementioned Marsh Creek Road (a 60 foot private road), said Right of Way line being in a curve, said curve being concave to the Northwest and having a radius of 144.00 feet, said curve being subtended by a central angle of 11° 46' 23"; thence South 37° 21' 06" West along the chord of said curve, a chord distance of 33.00 feet to the point of a reverse curve, said curve having an arc distance of 33.37 feet; said reverse curve being concave to the Northwest and having a radius of 94.77 feet and being subtended by a central angle of 39° 15' 20"; thence South 66° 18' 51" West along the chord of said curve, a chord distance of 81.92 feet to the point of a reverse curve to the left, said chord having an arc

BOOK 391 - 52

OFFICIAL RECORD

266 - 452

Old Curves Under Easement 14 and 15 (cont.)

distance of 62.15 feet; said reverse curve has a center to the South and having a radius of 149.25 feet, said curve being subtended by a central angle of 30° 36' 35"; thence South 75° 21' 30" West along the center of said curve, a chord distance of 61.25 feet to the point of tangency of said curve, a chord distance of 61.25 feet to the point of tangency of said curve, said chord having an arc distance of 61.64 feet; thence continuing along said Northerly Right of Way line of Marsh Creek Road (a 60 foot private road) South 64° 04' 25" West, a distance of 47.71 feet to the P.C. of a curve to the right, said curve being concave to the Northwest and having a radius of 174.13 feet, said curve being subtended by a central angle of 18° 04' 42"; thence South 75° 27' 15" West along the chord of said curve, a chord distance of 24.49 feet to the Southwest corner of Lot 121 as shown on said plat of Marsh Creek Village Unit 2; said chord having an arc distance of 44.13 feet; thence South 6° 20' 25" West along the West corner of said Lot 121, a distance of 90.6 feet to the North-Northerly line of said Lot 121; thence North 60° 27' 25" West along the West corner of said Lot 121, a distance of 14.41 feet to the North-Northerly line of said Lot 121; thence South 27° 14' 47" West along the North-Northerly line of Lots 122 and 123 as shown on said plat of Marsh Creek Village Unit 2, a distance of 174.11 feet; thence South 17° 23' 23" West along the North-Northerly line of Lots 124, 125, 126, 127, 128 and 129 as shown on said plat of Marsh Creek Village Unit 2, a distance of 267.27 feet; thence South 24° 13' 25" West, a distance of 20.32 feet to the Northwest corner of Lot 130 as shown on said plat of Marsh Creek Village Unit 2; thence North 67° 48' 25" East along the North-Northerly line of said Lot 130, and the North-Northerly line of Lot 131, as shown on said plat of Marsh Creek Village Unit 2, a distance of 78.59 feet to the Northwest corner of Lot 132 as shown on said plat of Marsh Creek Village Unit 2; thence North 23° 29' 45" West along the North-Northerly line of said Lot 132, a distance of 72.70 feet to the Northwest corner of said Lot 136; thence North 20° 20' 10" West along the North-Northerly line of Lot 136, a distance of 170.0 feet to the Northwest corner of Lot 137; thence North 20° 20' 04" West, a distance of 22.30 feet to the Northwest corner of Lot 137 as shown on said plat of Marsh Creek Village Unit 2; thence North 6° 43' 21" East along the North-Northerly line of said Lot 137, a distance of 72.77 feet to the Northwest corner of said Lot 139; thence North 15° 20' 37" East along the North-Northerly line of Lot 139 as shown on said plat of Marsh Creek Village Unit 2, a distance of 94.0 feet to the Northwest corner of said Lot 140; thence North 72° 21' 25" East, a distance of 144.41 feet; thence North 21° 04' 33" West, a distance of 144.41 feet to a point in the Southeastly Right of Way line of said Marsh Creek Road; thence South 21° 15' 07" East along said Southeastly Right of Way line of Marsh Creek Road, a distance of 24.09 feet to the Northwest corner of Lot 141 as shown on said plat of Marsh Creek Village Unit 2; thence South 22° 04' 33" East along the North-Northerly line of said Lot 141, a distance of 124.26 feet to the Southwest corner of said Lot 141; thence South 27° 20' 04" East along the North-Northerly line of said Lot 141, a distance of 170.0 feet to the Southwest corner of said Lot 142; thence South 20° 20' 04" East along the North-Northerly line of Lot 142, a distance of 108.74 feet, to the West-Northerly line of Lots 144 and 145 and its Eastern prolongation thereof; Lots 146 and 147 as shown on said plat of Marsh Creek Village Unit 2, a distance of 257.25 feet to the Southwest corner of said Lot 147; thence North 20° 20' 04" East along the Southeastly line of said Lot 147 and Lot 148 as shown on said plat of Marsh Creek Village Unit 2, a distance of 144.41 feet to the Northwest corner of said Lot 148; thence North 15° 27' 10" East, a distance of 15.91 feet to the Southwest corner of Lot 149 as shown on said plat of Marsh Creek Village Unit 2; thence South 27° 36' 36" East along the North-Northerly line of Lot 149 and the North-Northerly line of Lot 150 as shown on said plat of Marsh Creek Village Unit 2, a distance of 149.0 feet; thence continuing along the North-Northerly line of Lot 150 North 60° 41' 15" East, a distance of 64.16 feet to the Southwest corner of said Lot 151; thence North 20° 41' 31" East, a distance of 20.21 feet to the Southwest corner of Lot 152 as shown on said plat of Marsh Creek Village Unit 2; thence South 70° 17' 25" East along the North-Northerly line of said Lot 152, a distance of 124.74 feet; thence South 70° 49' 42" East along the North-Northerly line of Lots 153 and 154 as shown on said plat of Marsh Creek Village Unit 2, a distance of 210.21 feet to the Southwest corner

307K 291 53

OFFICIAL RECORD

266 w.453

Half Course Hole Number 14 and 15 (Tract 1)

of said Lot 61; thence South 70° 49' 42" East, a distance of 20.0 feet to the southwest corner of Lot 60 as shown on said plat of Marsh Creek Village Unit 1; thence South 70° 49' 04" East along the southerly line of Lot 60 and 59 as shown on said plat of Marsh Creek Village Unit 1, a distance of 205.0 feet; thence South 70° 36' 48" East, a distance of 29.01 feet to the southwest corner of Lot 58 as shown on said Plat of Marsh Creek Village Unit 1; thence South 54° 27' 39" East along the southerly line of said Lots 58 and 57 as shown on said plat of Marsh Creek Village Unit 1, a distance of 194.0 feet to the point of beginning.

Lands thus described contain 14.267 acres, more or less.

The boundary lines of the herein described tract lie on the true lines of all curves herein described, rather than the chord lines as designated in the foregoing description.

Half Course Hole Number 16 (Tract 2)

A portion of Tract 2 as shown on plat of Marsh Creek Village Unit 4 as recorded in Plat Book 4, page 29 of the public records of Nassau County, Florida together with a portion of Section 23, Township 2 North, Range 20 East of said county and being more particularly described as follows:

For point of beginning, commence at the southeast corner of Lot 156 as shown on said plat of Marsh Creek Village Unit 4, said corner also being the southwest corner of said Tract 1, said corners lying in the southerly line of said lot of Marsh Creek Village Unit 4 (a 60 foot private road) as shown on said plat of Marsh Creek Village Unit 4 as recorded in Plat Book 4, pages 28 and 29, said southerly line of said lot being in a curve, said curve being concave to the southeast and having a radius of 230.7 feet; said curve being subtended by a central angle of 7° 32' 37"; thence North 43° 58' 27" East along the chord of said curve, a chord distance of 20.25 feet to the southeast corner of Lot 157 as shown on said plat of Marsh Creek Village Unit 4, said chord having an arc distance of 30.23 feet; thence North 53° 30' 23" West along the southeasterly line of said Lot 157, and the southeasterly line of said Tract 1, a distance of 170.21 feet to the west westerly corner of said Lot 157; thence North 22° 30' 37" East along the northwesterly line of Lot 157 and its northeasterly prolongation thereof, a distance of 130 feet, more or less; to the north of Walker Creek; thence North and westerly along said north of Walker Creek, a distance of 190 feet, more or less; to its intersection with the northerly continuation of the easterly line of said Lot 156; thence South 33° 30' 23" East along the northerly prolongation and the easterly line of said Lot 156, a distance of 300 feet, more or less, to the point of beginning.

Lands thus described contain 0.472 acres, more or less.

The boundary lines on the above described tract lie on the true lines of all curves, rather than the chord lines as designated in the foregoing description.

207K 391 51

OFFICIAL RECORDS 266 454

PLAT 13, Marsh Creek Village Sub 1, Tracts Numbered 9, 17 & 18

A part of Sections 22 and 23, Township 2 North, Range 20 East, Marion County, Florida, and being more particularly described as follows:

For point of beginning, commence at the Northeast corner of Lot 43 as shown on plat of Marsh Creek Village Sub 1 as recorded in Plat Book 4, Pages 11, 12 and 13 of the current public records of said county, said corner being in the southerly right of way line of San Marsh Road to 60 foot private road and southerly right of way line being in a curve, said curve being concave to the Northwest and having a radius of 530.0 feet, said curve being subtended by a central angle of 1°37'18"; thence South 87°52'49" East along the chord of said curve, a chord distance of 13.0 feet to the point of tangency of said curve, said chord having an arc distance of 15.0 feet; thence continuing along the said southerly right of way line of San Marsh Road South 88°37'18" East a distance of 151.20 feet; thence departing from said southerly right of way line of San Marsh Road South 14°51'43" West, a distance of 24.10 feet; thence North 75°58'17" West, a distance of 2.5 feet; thence South 14°31'43" West, a distance of 170.20 feet; thence South 77°42'28" East, a distance of 255.0 feet; thence South 49°54'26" East, a distance of 120.0 feet; thence South 48°43'34" West, a distance of 3.0 feet; thence South 48°54'26" East, a distance of 11.0 feet; thence North 60°23'34" East, a distance of 3.0 feet; thence South 48°54'26" East, a distance of 270.0 feet; thence North 43°02'34" East, a distance of 270.0 feet to a point in the westerly right of way line of the aforementioned San Marsh Road to 60 foot private road; said westerly right of way line being in a curve, said curve being concave to the Northwest and having a radius of 430.0 feet; said curve being subtended by a central angle of 2°43'11"; thence South 38°49'03" East along the chord of said curve, a chord distance of 100.00 feet to the point of tangency of said curve, said chord having an arc distance of 102.00 feet; thence continuing along the westerly right of way line of San Marsh Road South 38°56'33" East, a distance of 100.07 feet to the P.C. of a curve to the right, said curve being subtended by a central angle of 51°35'28"; thence South 43°14'53" East along the chord of said curve, a chord distance of 160.10 feet to the point of tangency of said curve, said chord having an arc distance of 174.90 feet; thence departing from said curve, a chord distance of 114.02 feet; thence North 71°15'58" West, a distance of 100.00 feet; thence South 17°53'14" West, a distance of 163.72 feet; thence South 57°34" East, a distance of 299.00 feet; thence North 67°51'14" East, a distance of 130.00 feet; thence North 89°15'28" East, a distance of 113.04 feet; be a point in the westerly right of way line of Marsh Creek Road to 60 foot private road as shown on plat of Marsh Creek Village Sub 1 as recorded in Plat Book 4, Pages 12 and 13 of the said public records, said westerly right of way line being in a curve, said curve being concave to the Northwest and having a radius of 100.0 feet, said curve being subtended by a central angle of 2°08'33"; thence South 21°53'18" East along the chord of said curve, a chord distance of 78.37 feet to the point of tangency of said curve, said chord having an arc distance of 79.0 feet; thence continuing along said westerly right of way line of Marsh Creek Road South 36°38'01" East, a distance of 21.20 feet to the P.C. of a curve to the right, said curve being concave to the Southwest and having a radius of 70.0 feet, said curve being subtended by a central angle of 43°14'13"; thence South 10°12'02" East, a chord distance of 11.50 feet to the point of tangency of said curve, said chord having an arc distance of 12.22 feet; thence continuing along the westerly right of way line of Marsh Creek Road South 6°44'00" West, a distance of 44.22 feet to the P.C. of a curve to the left, said curve being concave to the Southwest and having a radius of 430.0 feet, said curve being subtended by a central angle of 6°12'54"; thence South 3°11'20" West along the chord of said curve, a chord distance of 51.62 feet to the point of tangency of said curve, said chord having an arc distance of 51.65 feet; thence continuing along said westerly right of way line of Marsh Creek Road, South 8°28'34" East, a distance of 87.54 feet to the P.C. of a curve to the right, said curve being concave to the North East, having a radius of 430.0 feet, said curve being subtended by a central angle of 10°20'52"; thence South 2°16'00" East along the chord of said curve, a chord distance of 82.70 feet to the point of tangency of said curve, said chord having an arc distance of 82.67 feet; thence continuing along said westerly right of way line of Marsh Creek Road South 10°41'07" West, a distance

30' x 391 x 55

OFFICIAL

266 456

31. 30 Foot Easement across State Road No. 105 (A1A)

A portion of Sections 22 and 23, Township 3 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

A 30 foot non-exclusive easement for ingress and egress by 15.0 feet each side of the following described centerline:

For point of reference, commence at the Northwest corner of Lot L, Marsh Creek Village, Unit 1, as recorded in Plat Book 4, Pages 12 and 19 of the public records of said county, said point lying in the Easterly Right of Way line of Marsh Creek Road, a 60 foot private road as now established; run thence North 9° 34' 18" West along said Easterly Right of Way line, a distance of 137.0 feet to the P. C. of a curve to the Right, said curve being concave Southeastwardly and having a radius of 170.0 feet; thence Northeastwardly along and with the arc of said curve, an arc distance of 60.28 feet, said arc being subtended by a chord bearing of North 0° 12' 36" East and a chord distance of 97.87 feet to the point of tangency of said curve; thence on a tangent bearing of North 10° 41' 07" East, along said Easterly Right of Way line a distance of 36.53 feet to the P. C. of a curve to the left, said curve being concave Northwestwardly and having a radius of 130.0 feet; thence Northeastwardly along and with the arc of said curve, an arc distance of 103.22 feet, said arc being subtended by a chord bearing of North 5° 16' 04" East and a chord distance of 160.37 feet to the point of tangency of said curve; thence on a tangent bearing of North 1° 00' 54" West, continuing along said Easterly Right of Way line, a distance of 16.71 feet thence departing from said Easterly Right of Way line run South 87° 50' 42" East, a distance of 25.21 feet; thence South 2° 27' 41" East, a distance of 130.46 feet to the point of beginning.

From the point of beginning thence South 10° 09' 03" West, a distance of 71.0 feet; thence South 49° 17' 23" East, a distance of 225.0 feet; thence North 69° 53' 00" East, a distance of 132.7 feet; thence North 20° 05' 00" West, a distance of 71.0 feet; thence South, 09° 31' 00" West, a distance of 240.0 feet; thence South 42° 05' 00" West, a distance of 14.0 feet to a point; run thence South 19° 23' 10" East, parallel with the Easterly Right-of-way line of State Road No. 105 (A1A), a 200 foot Right-of-way as now established, a distance of 105.0 feet to a point in the most Northerly boundary of Lots 19 and the POINT OF TERMINATION.

Subject to any rights of the State or other parties in the land described heretofore lying within the Right of Way of State Road No. 105 (A1A), a 200 foot Right of Way as now established.

Together with a fair solar non-exclusive easement for ingress and egress being more particularly described as follows:

From the aforementioned point of beginning: run thence North 20° 30' 03" West, a distance of 16.0 feet; thence North 10° 00' 27" East, a distance of 67.18 feet; thence South 02° 27' 41" East, a distance of 69.51 feet to the point of beginning.

BOOK 391 PAGE 57

12. Hole Number 19 and Hole Number 20

266 ac 457

A part of Sections 22 and 23, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the Westerly Right of Way line of State Road Number 105 (a 200 foot right of way, as now established) and the Township line dividing Township 1 North, Range 28 East, and Township 2 North, Range 28 East; thence South 19° 33' 10" East along said Westerly Right of Way line of State Road Number 105, a distance of 323.72 feet; thence North 89° 59' 50" East, a distance of 212.24 feet to a point in the Easterly Right of Way line of said State Road Number 105; thence North 19° 33' 10" West along said Easterly Right of Way line of State Road Number 105, a distance of 203.44 feet to the point of beginning.

From the point of beginning thus described, continue North 19° 33' 10" West along said Easterly Right of Way line of State Road Number 105, a distance of 1775.50 feet; thence North 70° 26' 30" East, a distance of 26.6 feet; thence South 77° 33' 10" East, a distance of 73.67 feet; thence South 47° 46' 45" East, a distance of 263.08 feet; thence South 26° 24' 41" East, a distance of 413.0 feet; thence South 24° 52' 14" East, a distance of 36.47 feet to the Northwest corner of Lot 1 as shown on plat of Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15 of the current public records of said Nassau County, Florida; thence South 26° 11' 21" East along the Westerly line of said Lot 1, Tract 3, Lots 2, 3, and 4, as shown on said plat of Beach Walker Village, a distance of 445.8 feet to the Southwest corner of said Lot 4; thence South 15° 00' 23" East along the Westerly line of Tract 3, Lots 5 and 6, Tract 5, Lots 7, 8 and 9, all as shown on said Plat of Beach Walker Village, a distance of 593.82 feet to the Southwest corner of said Lot 7; thence South 25° 49' 15" East along the West line of Lot 10, Tract 4, Lots 11 and 12, a distance of 432.25 feet; thence North 57° 03' 14" West, a distance of 145.33 feet; thence North 79° 54' 40" West, a distance of 134.63 feet; thence South 87° 52' 53" West, a distance of 65.45 feet to a point in the aforementioned Easterly Right of Way line of State Road Number 105 and the point of beginning.

Lands thus described contain 11.935 acres more or less.

The above described property (Holes 19 & 20) is conveyed subject to the following described easement at all time paths.

1. A 15 Foot Non-Exclusive Easement for a 200 Foot

A portion of Sections 22 & 23, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the Westerly Right of Way line of State Road Number 105 (A1A, a 200 foot right of way, as now established) with the line dividing Township 1 North, Range 28 East and Township 2 North, Range 28 East; run thence South 19° 33' 10" East along said Westerly Right of Way line, a distance of 323.72 feet to a point; run thence North 89° 59' 50" East, a distance of 212.24 feet to a point in the Easterly Right of Way line of State Road Number 105; run thence North 19° 33' 10" West along said Easterly Right of Way line, a distance of 203.44 feet; thence North 81° 10' 15" East, a distance of 273.00 feet to a point lying in the Westerly boundary of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county; thence South 15° 00' 23" East along said Westerly boundary, a distance of 445.8 feet to the point of beginning.

From the point of beginning thus described, continue North 19° 33' 10" West along said Easterly Right of Way line of State Road Number 105, a distance of 1775.50 feet; thence North 70° 26' 30" East, a distance of 26.6 feet; thence South 77° 33' 10" East, a distance of 73.67 feet; thence South 47° 46' 45" East, a distance of 263.08 feet; thence South 26° 24' 41" East, a distance of 413.0 feet; thence South 24° 52' 14" East, a distance of 36.47 feet to the Northwest corner of Lot 1 as shown on plat of Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15 of the current public records of said Nassau County, Florida; thence South 26° 11' 21" East along the Westerly line of said Lot 1, Tract 3, Lots 2, 3, and 4, as shown on said plat of Beach Walker Village, a distance of 445.8 feet to the Southwest corner of said Lot 4; thence South 15° 00' 23" East along the Westerly line of Tract 3, Lots 5 and 6, Tract 5, Lots 7, 8 and 9, all as shown on said Plat of Beach Walker Village, a distance of 593.82 feet to the Southwest corner of said Lot 7; thence South 25° 49' 15" East along the West line of Lot 10, Tract 4, Lots 11 and 12, a distance of 432.25 feet; thence North 57° 03' 14" West, a distance of 145.33 feet; thence North 79° 54' 40" West, a distance of 134.63 feet; thence South 87° 52' 53" West, a distance of 65.45 feet to a point in the aforementioned Easterly Right of Way line of State Road Number 105 and the point of beginning.

391 58

OFFICIAL RECORDS

266 ac-458

33. 20 Foot-120 Exclusive Easement for Ingress & Egress

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of beginning, commence at the Southwest corner of Lot 12, Beach Walkover Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county; run thence South $21^{\circ} 41' 04''$ East, a distance of 48.04 feet; thence South $24^{\circ} 44' 05''$ West, a distance of 38.31 feet; thence North $26^{\circ} 43' 04''$ West, a distance of 72.91 feet; thence North $22^{\circ} 49' 16''$ West, a distance of 133.78 feet; thence South $57^{\circ} 08' 16''$ East, a distance of 53.21 feet to a point in the Westerly boundary of said Lot 12; run thence South $23^{\circ} 49' 16''$ East along said Westerly boundary, a distance of 90.71 feet to the point of beginning.

391 27 59

Plate Number 21

OFFICIAL RECORDS

266 459

A portion of Section 1, Township 1 North, Range 28 East and a portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the dividing line between Townships 1 North and Township 2 North and the West Right of Way line of State Road Number 105 (a 200 foot right of way, as now established); thence South 19° 33' 16" East along said Westery Right of Way line of State Road Number 105, a distance of 223.72 feet; thence North 87° 59' 50" East, a distance of 212.24 feet to a point in the Easterly Right of Way line of said State Road Number 105 (a 200 foot right of way, as now established) and the point of beginning.

From the point of beginning thus described, run North 19° 33' 19" West along said Easterly Right of Way line of State Road Number 105, a distance of 230.22 feet; thence North 43° 32' 36" East, a distance of 117.08 feet; thence North 24° 44' 08" East, a distance of 250.24 feet; thence North 26° 45' 04" West, a distance of 48.04 feet to the Southwest corner of Lot 12, as shown on plat of Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15 of the current public records of said Nassau County, Florida; thence North 40° 45' 11" East along the Southeastery line of said Lot 12, a distance of 157.92 feet to a point in the Southwestery Right of Way line of Beach Walker Road (a 50 foot private road as shown on said plat of Beach Walker Village), said Right of Way line being in a curve, said curve being concave to the Northeast and having a radius of 175.8 feet and a central angle of 17° 02' 19"; thence Southeastery along and around said curve, an arc distance of 52.04 feet, said curve being subtended by a chord bearing of South 57° 45' 57" East and a chord distance of 51.85 feet to the Northwest corner of Lot 13, as shown on said plat of Beach Walker Village; thence South 65° 59' 43" East along the Westery line of said Lot 13, Lots 14 and 15 as shown on said plat of Beach Walker Village, a distance of 378.96 feet; thence South 61° 17' 11" East, a distance of 60.6 feet to a point in the Westery Right of Way line of Beach Walker Road (a 50 foot private road, as shown on said plat of Beach Walker Village), said Right of Way line being in a curve, said curve being concave to the East and having a radius of 375.8 feet and a central angle of 23° 13' 12"; thence Southeastery along and around said curve, an arc distance of 152.52 feet, said curve being subtended by a chord bearing of South 17° 02' 08" West, a distance of 151.47 feet to the Southwest corner of said Beach Walker Road; thence North 6° 26' 05" West, a distance of 5.3 feet to a point in the Westery Right of Way line of a 50 foot road easement known as Beach Walker Road, said Right of Way line being in a curve, said curve being concave to the Northeast and having a radius of 215.2 feet and a central angle of 16° 02' 00"; thence West Easterly along and around said curve, an arc distance of 245.26 feet, said curve being subtended by a chord bearing of South 26° 29' 05" East and a chord distance of 227.45 feet to the point of tangency of said curves; thence West along said Westery Right of Way line of said 50 foot road easement, a distance of 105.25 feet; thence North 10° 12' 00" East, a distance of 105.25 feet to the point of a curve to the right, said curve being concave to the Southwest and having a radius of 181.22 and a central angle of 27° 32' 09"; thence Southeastery along and around said curve, an arc distance of 93.31 feet to the point of a compound curve to the right, said curve being subtended by a chord bearing of South 43° 51' 02" East and a chord distance of 92.25 feet, said compound curve being concave to the West and having a radius of 155.8 feet and a central angle of 33° 26' 37"; thence Southeastery along and around said curve, an arc distance of 64.64 feet, said curve being subtended by a chord bearing of South 26° 29' 05" East and a chord distance of 63.44 feet; thence North 50° 17' 31" West, a distance of 221.25 feet; thence South 29° 37' 07" West, a distance of 245.67 feet, a distance of 221.25 feet; thence South 212.51 feet to a point in the Easterly Right of Way line of said State Road Number 105; thence North 1° 07' 00" West, a distance of 117.08 feet to the point of beginning.

Lands thus described contain 7.432 acres, more or less.

307K 391-47 60

OFFICIAL ... 266-460

35. 30 Foot Non-Exclusive Easement For Ingress and Egress Lying Along Southern Boundary

A portion of Section 1, Township 1 North, Range 28 East, Nassau County, Florida and being more particularly described as follows.

For point of reference, commence at the intersection of the Westerly Right of Way line of State Road Number 103 (A1A, a 250 foot right of way, as now established) with a line common to Township 1 North, Range 28 East, and Township 2 North, Range 28 East; run thence South 17° 33' 10" East along said Westerly Right of Way line, a distance of 321.72 feet; thence North 89° 49' 50" East, a distance of 212.21 feet to a point in the Easterly Right of Way line of said State Road Number 103; run thence South 17° 33' 10" East along said Easterly Right of Way line, a distance of 416.0 feet; thence departing from said Easterly Right of Way line, North 77° 21' 29" East, a distance of 213.51 feet; thence North 25° 39' 07" East, a distance of 245.67 feet; thence South 50° 17' 31" East, a distance of 231.35 feet to the point of beginning.

From the point of beginning thus described, continue South 50° 17' 31" East, a distance of 63.62 feet; thence North 23° 29' 59" East, a distance of 500.0 feet; thence North 10° 29' 40" East, a distance of 31.37 feet; thence South 29° 29' 50" West, a distance of 475.27 feet; thence North 50° 17' 31" West, a distance of 20.30 feet to a point lying in a curve, said curve being concave Southwesterly and having a radius of 115.0 feet; thence Southwesterly along and with the arc of said curve, an arc distance of 11.45 feet, said arc being subtended by a chord bearing of South 83° 33' 57" East and a chord distance of 41.42 feet to the point of beginning.

BOOK 891 PAGE 61

ORIGINAL REFERENCE

266-461

16. State Number 22

A portion of Section 1, Township 1 North, Range 23 East, a portion of Section 6, Township 1 North, Range 23 East, a portion of Section 22, Township 2 North, Range 23 East, Nassau County, Florida, and being more particularly described as follows:

For point of reference, commence at the intersection of the dividing line between Township 1 North, Range 23 East, Township 2 North, Range 23 East, and the Westerly Right of Way line of State Road Number 182 (a 200 foot right of way, as now established); thence South 19° 33' 10" East along said Westerly Right of Way line of State Road 182, a distance of 323.72 feet; thence North 87° 59' 50" East, a distance of 212.24 feet to a point in the Easterly Right of Way line of said State Road Number 182; thence South 19° 33' 10" East along said Easterly Right of Way line of State Road Number 182, a distance of 436.8 feet; thence North 77° 32' 20" East, a distance of 213.51 feet; thence North 25° 30' 07" East, a distance of 245.57 feet; thence South 50° 17' 31" East, a distance of 294.90 feet; thence North 83° 29' 50" East, a distance of 500 feet to the point of beginning.

From the point of beginning thus described, continue North 83° 29' 50" East, a distance of 118.0 feet; thence North 01° 16' 12" East, a distance of 78.75 feet; thence North 80° 04' 43" West, a distance of 64.52 feet; thence North 60° 25' 55" West, a distance of 83.43 feet; thence North 20° 29' 47" West, a distance of 270.25 feet; thence North 01° 57' 54" West, a distance of 281.97 feet; thence North 03° 39' 24" East, a distance of 138.88 feet; thence North 35° 01' 12" West, a distance of 84.65 feet; thence North 64° 53' 24" West, a distance of 118.55 feet; thence North 16° 20' 00" West, a distance of 153.95 feet; thence due West, a distance of 165.30 feet; thence South 05° 28' 32" East, a distance of 166.43 feet; thence South 12° 03' 22" East, a distance of 774.16 feet; thence South 19° 18' 21" West, a distance of 55.35 feet; thence South 60° 07' 17" East, a distance of 185.96 feet; thence South 10° 29' 50" West, a distance of 194.90 feet to the point of beginning.

Lands thus described contain 4.159 acres, more or less.

REV 891 02

266-462

20 Foot Easement through Amelia Island Inn and Golf Course for Ingress & Egress to Golf Course Hole Number 24.

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

A 20 foot non-exclusive easement for egress and ingress lying 20 feet on either side of the following described centerline:

For point of reference, commence at the most southerly corner of Beach Wood Village Unit 1, as recorded in Plat Book 4, Pages 25, 26, and 27 of the public records of said county, said point lying in the Southeastery Right of Way line of Beach Wood Road, Parcel A, a private road (a 60 foot right of way, as now established), said point also lying in the Southeastery Right of Way line of Beach Lagoon Road, Parcel A, a private road as shown on the Plat of Beach Walker Village, as recorded in Plat Book 4, Pages 24 and 25 of the public records of said county, said point lying in a curve, said curve being concave Northwesterly and having a radius of 430.02 feet; thence Northwesterly along the Southeastery Right of Way line of said Beach Wood Road and along the arc of said curve, an arc distance of 28.52 feet, said arc being subtended by a chord bearing of North 41° 19' 14" East and a chord distance of 26.46 feet to the POINT OF BEGINNING; from the Point of Beginning there described continue South 40° 27' 28" East, a distance of 102.81 feet to the P. C. of a curve to the right, said curve being concave Southeastery and having a radius of 120.6 feet and a central angle of 19° 34' 54"; thence Southeastery along and with the arc of said curve an arc distance of 74.52 feet, said arc being subtended by a chord bearing of South 22° 42' 01" East and a chord distance of 73.73 feet to the point of tangency of said curve; thence on a tangent bearing of South 04° 54' 34" East, a distance of 6.43 feet to the P. C. of a curve to the left, said curve being concave Northwesterly and having a radius of 248.0 feet and a central angle of 65° 40' 23"; thence Southeastery along and with the arc of said curve an arc distance of 36.75 feet, said arc being subtended by a chord bearing of South 07° 17' 46" East and a chord distance of 36.71 feet to the point of tangency of said curve; thence on a tangent bearing of South 15° 40' 57" East, a distance of 62.75 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 118.0 feet and a central angle of 35° 30' 06"; thence Southwesterly along and with the arc of said curve an arc distance of 73.12 feet, said arc being subtended by a chord bearing of South 09° 34' 04" West and a chord distance of 72.53 feet to the point of tangency of said curve; thence on a tangent bearing of South 24° 49' 09" West, a distance of 3.53 feet to the P. C. of a curve to the left, said curve being concave Southeastery and having a radius of 100.0 feet and a central angle of 240° 05' 20"; thence Southeastery along and with the arc of said curve an arc distance of 42.13 feet, said arc being subtended by a chord bearing of South 12° 44' 59" West and a chord distance of 41.52 feet to the point of tangency of said curve; thence on a tangent bearing of South 00° 47' 49" West, a distance of 20.22 feet to the P. C. of a curve to the left, said curve being concave Northwesterly and having a radius of 100.0 feet and central angle of 23° 47' 57"; thence Southeastery along and with the arc of said curve an arc distance of 41.54 feet, said arc being subtended by a chord bearing of South 11° 17' 10" East and a chord distance of 41.24 feet to the point of tangency of said curve; thence on a tangent bearing of South 23° 07' 00" East, a distance of 57.67 feet to the P. C. of a curve to the right, said curve being concave Southeastery and having a radius of 118.0 feet and a central angle of 27° 53' 01"; thence Southeastery along with the arc of said curve an arc distance of 53.53 feet, said arc being subtended by a chord bearing of South 09° 30' 37" East and a chord distance of 51.81 feet to the point of tangency of said curve; thence on a tangent bearing of South 04° 45' 53" West, a distance of 12.61 feet to the P. C. of a curve to the left, said curve being concave Northwesterly and having a radius of 117.0 feet and a central angle of 17° 23' 11"; thence Southeastery along with the arc of said curve an arc distance of 34.31 feet, said arc being subtended by a chord bearing of South 21° 50' 04" East and a chord distance of 31.12 feet to the point of tangency of

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF CLATSOP COUNTY, OREGON, ON 07/11/2004 AT 11:11 AM.

691 03

OFFICIAL RECORDS 266 of 463

said curves thence on a tangent bearing of South 15° 28' 01" East, a distance of 14.22 feet to the P.C. of a curve to the right, said curve being concave Northwesterly and having a radius of 100.00 feet and a central angle of 49° 30' 41"; thence Southwesterly along said with the arc of said curve an arc distance of 26.41 feet, said arc being subtended by a chord bearing of South 15° 07' 20" West and a chord distance of 23.75 feet to the point of tangency of said curves thence on a non-tangent bearing of North 52° 02' 42" East, a distance of 70.9 feet thence North 55° 09' 45" East, a distance of 26.9 feet thence South 20° 10' 20" East, a distance of 70.48 feet thence South 70° 20' 15" East, a distance of 40.51 feet thence South 49° 13' 24" East, a distance of 20.8 feet thence North 100° 00' 00" East, a distance of 23.75 feet thence North 17° 04' 37" East, a distance of 23.75 feet thence North 59° 12' 37" East, a distance of 54.26 feet to the point of termination lying on the Westerly boundary line of Hole Number 24, having a bearing of North 12° 1' 21" West.

Final Non-exclusive Agreement for Egress and Access from Hole 24 to Hole 23 and from Hole 23 to Hole 22.

A portion of Section 22 Township 2 North, Range 23 East, Wasco County, Oregon and being now particularly described as follows:

A 30 foot non-exclusive easement for ingress and egress lying 15 feet on either side of the following described centerline:

From the point of termination thus described, run thence South 15° 10' 13" East along said Westerly line, a distance of 204.10 feet; thence South 00° 07' 17" East continuing along said Westerly line, a distance of 167.57 feet to the point of beginning of a 30 foot easement lying 15 feet each side of the following described centerline, being bounded on the East by the Westerly line of said Hole Number 24, having a bearing of South 04° 07' 17" East thence South 19° 20' 46" West, a distance of 87.23 feet thence South 06° 03' 51" East, a distance of 94.92 feet; thence South 39° 33' 51" East, a distance of 98.67 feet; thence South 17° 39' 00" East, a distance of 121.93 feet; thence North 25° 33' 04" East, a distance of 90.27 feet; thence South 52° 34' 15" East, a distance of 113.19 feet to the Northeast corner of Hole Number 23 and the point of termination.

Said point of termination being bounded by the Northerly line of said Hole Number 23, having a bearing of North 54° 13' 48" West; thence South 07° 48' 04" West along the Easterly line of said Hole Number 23, a distance of 139.69 feet; thence South 19° 33' 17" East continuing along said Easterly line, a distance of 99.54 feet; thence South 15° 13' 07" East continuing along said Easterly line, a distance of 200.12 feet; thence continuing along said Easterly line South 15° 52' 03" East, a distance of 72.24 feet; thence South 47° 43' 20" West along the Southerly line of said Hole Number 23, a distance of 26.13 feet; thence North 52° 38' 34" West continuing along the Southerly line of said Hole Number 23, a distance of 32.43 feet to the point of beginning of a 30 foot easement lying 15 feet each side of the following described centerline:

Being bounded on the North by the Southerly line of said Hole Number 23, having a bearing of North 12° 29' 34" West.

From the point of beginning thus described, run thence South 04° 33' 48" East, a distance of 224.39 feet to the point of termination. Said point of termination lying on the Northerly line of Hole Number 23 having a bearing of due West.

BOOK 291 65

266-465

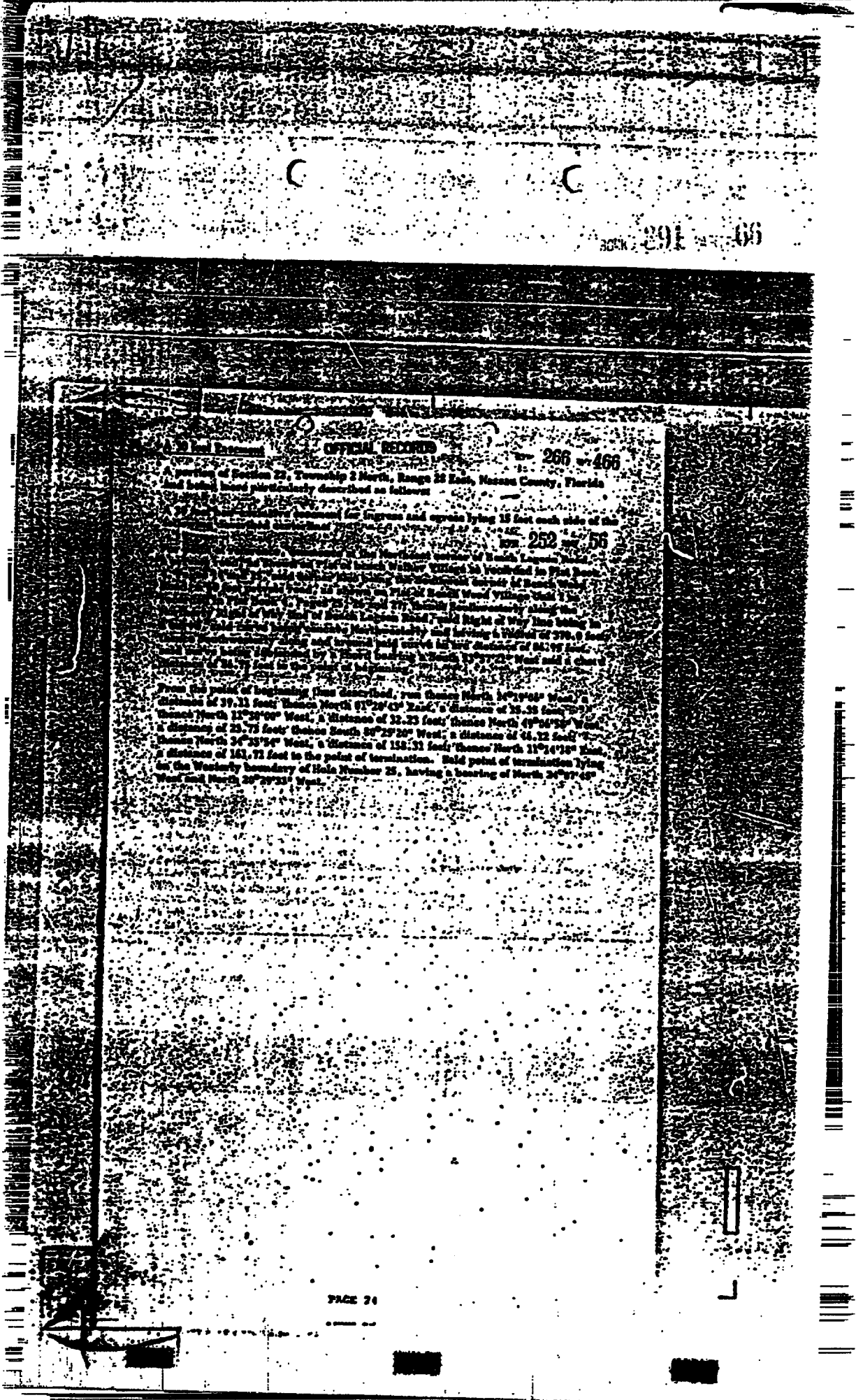
Tract Number 24

Section 24, Township 2 North, Range 28 East, Nassau County, Florida
and being more particularly described as follows:

The point of beginning, commencing at the Northeast corner of Lot 24, as shown on map of Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15 of the current public records of Nassau County, Florida; thence North 77° 13' 53" East, a distance of 100.00 feet to a point in the Easterly Right of Way line of Beach Walker Road, a 50 foot private road as shown on said plat of Beach Walker Village; thence South 12° 00' 00" East along the said Easterly Right of Way line of Beach Walker Road, a 50 foot private road, a distance of 24.0 feet; thence North 67° 42' 35" East, a distance of 122.41 feet; thence South 60° 27' 39" East, a distance of 160.90 feet; thence North 100° 24' 59" East, a distance of 138.75 feet; thence North 40° 11' 52" West, a distance of 116.73 feet; thence North 80° 30' 27" West, a distance of 143.09 feet; thence North 81° 18' 16" East, a distance of 135.33 feet; thence North 45° 39' 31" West, a distance of 50.6 feet; thence North 17° 04' 07" West, a distance of 257.23 feet; thence North 03° 51' West, a distance of 202.20 feet; thence North 17° 04' 41" East, a distance of 133.77 feet to the point of beginning.

From the point of beginning thus described, run North 60° 07' 17" West, a distance of 187.94 feet; thence North 13° 14' 51" West, a distance of 219.83 feet; thence North 32° 30' 45" East, a distance of 171.21 feet; thence South 40° 20' 26" East, a distance of 63.05 feet; thence South 0° 23' 44" East, a distance of 355.80 feet; thence South 7° 51' 12" East, a distance of 142.25 feet; thence South 25° 19' 23" West, a distance of 136.47 feet to the point of beginning.

Lands thus described contain 1.578 acres more or less.



Official Record
 266-466
 252-56
 A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida
 and being more particularly described as follows:
 A 15-foot wide easement for ingress and egress lying 15 feet each side of the
 boundary of the tract hereinafter described, beginning at the
 southeast corner of the Northeast corner of Block Number 25,
 and running north along the side of said Block Number 25
 to the North 45° 00' East line of Block Number 25, a distance
 of 15 feet; then along said North 45° 00' East line of Block
 Number 25, a distance of 15 feet; then along the North 45° 00'
 East line of Block Number 25, a distance of 15 feet; then
 along the North 45° 00' East line of Block Number 25, a distance
 of 15 feet; then along the North 45° 00' East line of Block
 Number 25, a distance of 15 feet; then along the North 45° 00'
 East line of Block Number 25, a distance of 15 feet; then
 along the North 45° 00' East line of Block Number 25, a distance
 of 15 feet to the point of beginning. Said point of beginning
 lies on the westerly boundary of Block Number 25, having a bearing
 of North 26° 29' 23" West and a distance of 151.72 feet to the
 point of termination. Said point of termination lies on the
 westerly boundary of Block Number 25, having a bearing of North
 26° 29' 23" West and a distance of 151.72 feet to the point of
 beginning.

OFFICIAL II

BOOK 291 PAGE 67

OFFICIAL RECORDS

NO. 266 - 467

File Number 25 and Hole Number 26

Being a portion of Sections 20 and 22, Township 2 North, Range 20 East, Nassau County, Florida, and being more particularly described as follows:

The land hereinafter mentioned, commencing at the Northwest corner of Beach Lagoon Road, 60 feet wide, as shown on plat of Beach Walker Village as recorded in Plat Book 24, Pages 24 and 25, said corner also being the Southwest corner of Beach Lagoon Road, a 60 foot private road as shown on plat of Beach Walker Village Unit I, recorded in Plat Book 1, Pages 24, 25 and 27, thence Southerly along the Southerly Right of Way line of Beach Lagoon Road, a private road, said Right of Way line being in a curve, said curve being concave to the Northwest and having a radius of 170.0 feet; thence Southerly along and around said curve, said curve being subtended by a chord bearing of South 52°49'07" West and a chord distance of 71.43 feet; thence North 21°30'00" West, a distance of 303.99 feet to the point of beginning.

From the point of beginning first described, run South 51°24'23" West, a distance of 23.76 feet; thence North 24°07'45" West, a distance of 188.44 feet; thence North 20°29'33" West, a distance of 176.95 feet; thence North 27°23'50" West, a distance of 129.35 feet; thence North 42°24'19" West, a distance of 76.30 feet; thence North 53°34'02" West, a distance of 63 feet, more or less, to the waters of a lake; thence Northerly along the said waters of the lake, a distance of 1960 feet, more or less, as shown on a plat prepared by Charles Bassett & Associates, Inc., dated July 3, 1974 as amended July 5, 1974 and July 12, 1974, said plat bearing file number 8-10107 to its intersection with the Southerly Right of Way line of the aforementioned Beach Wood Road, a 60 foot private road, shown on said plat of Beach Walker Village Unit I, said Right of Way line being in a curve, said curve being concave to the Southeast and having a radius of 170.0 feet; thence Easterly along and around said curve and said Right of Way line, a distance of 60 feet, more or less, to the point of tangency of said curve; thence South 53°56'25" East along said Southerly Right of Way line of Beach Wood Road, a 60 foot private road, a distance of 167.33 feet; thence South 61°31'15" West, a distance of 295.0 feet; thence South 34°34'44" West, a distance of 237.08 feet; thence South 54°45'00" West, a distance of 218.0 feet; thence South 04°30'04" East, a distance of 97.81 feet; thence South 41°11'59" East, a distance of 247.33 feet; thence South 08°09'19" East, a distance of 688.75 feet; thence South 20°46'04" East, a distance of 544.14 feet; thence South 11°30'00" East, a distance of 254.70 feet to the point of beginning.

Land thus described contains 2.5 acres, more or less.

266 of 468

OFFICIAL RECORDS

266 of 468

Plan Number 27

A portion of Sections 20 and 22, Township 2 North, Range 28 East, Mason County, Oregon, and being more particularly described as follows:

The point of beginning, commencing at the Southwest corner of Lot 24, as shown on said Beach Wood Village Unit Number 3, as recorded in Plat Book 4, 1974, and 27, thence South $18^{\circ}14'54''$ East along the Easterly Right of Way line of Beach Wood Road, a 60 foot private road as shown on said plan of Beach Wood Village Unit Number 3, a distance of 284.59 feet to the point of tangency of said curve being concave to the Northwest and having a radius of 210.71 feet and a central angle of $79^{\circ}15'15''$ thence Southeast along and around said curve, an arc distance of 233.97 feet to the point of a reverse curve to the right, said curve being subtended by a chord bearing of South $30^{\circ}49'20''$ East and a chord distance of 210.71 feet; said reverse curve being concave to the South and having a radius of 267.57 feet and a central angle of $12^{\circ}30'42''$ thence Easterly along and around said curve, an arc distance of 129.59 feet to the point of tangency of said curve; said curve being subtended by a chord bearing of South $52^{\circ}15'08''$ East and a chord distance of 109.57 feet; thence South $51^{\circ}20'27''$ East, a distance of 94.15 feet to the point of a curve to the left, said curve being concave to the Northwest and having a radius of 179.6 feet and a central angle of $48^{\circ}09'30''$; thence Northwest along and around said curve, an arc distance of 226.79 feet to the point of tangency of said curve; said curve being subtended by a chord bearing of North $75^{\circ}26'48''$ East and a chord distance of 133.28 feet; thence $37^{\circ}28'57''$ East, a distance of 60.8 feet to a point in the Southerly Right of Way line of said Beach Wood Road, a 60 foot private road and the point of beginning. Said point being the point of a curve to the right, said curve being concave to the Northwest and having a radius of 230.6 feet and a central angle of $11^{\circ}37'33''$; thence Southeast along and around said curve, an arc distance of 48.03 feet; said curve being subtended by a chord bearing of South $58^{\circ}39'04''$ West and a chord distance of 47.04 feet; thence South $07^{\circ}48'23''$ West, a distance of 123.58 feet; thence South $07^{\circ}01'09''$ West, a distance of 166.56 feet; thence South $30^{\circ}37'30''$ West, a distance of 213.23 feet; thence South $06^{\circ}17'28''$ East, a distance of 598.33 feet; thence South $82^{\circ}31'14''$ East, a distance of 92.26 feet; thence South $61^{\circ}19'27''$ East, a distance of 238.0 feet; thence North $36^{\circ}46'13''$ East, a distance of 310 feet, more or less, to the waters of a lake, thence Northerly along said waters of said lake, a distance of 1450 feet, more or less, as shown on a plat by Charles Hannon & Associates, Inc., dated July 3, 1974 as amended July 8, 1974 and July 27, 1974, said plat bearing file number 2-21107, to its intersection with the aforementioned Southerly Right of Way line of Beach Wood Road, a 60 foot private road; thence South $12^{\circ}31'03''$ West along said Southerly Right of Way line of Beach Wood Road, a 60 foot private road, a distance of 60 feet, more or less, to the point of beginning.

Land in this described contains 7.6 acres, more or less.

BOOK 391 - 69

OFFICIAL RECORDS

266 - 469

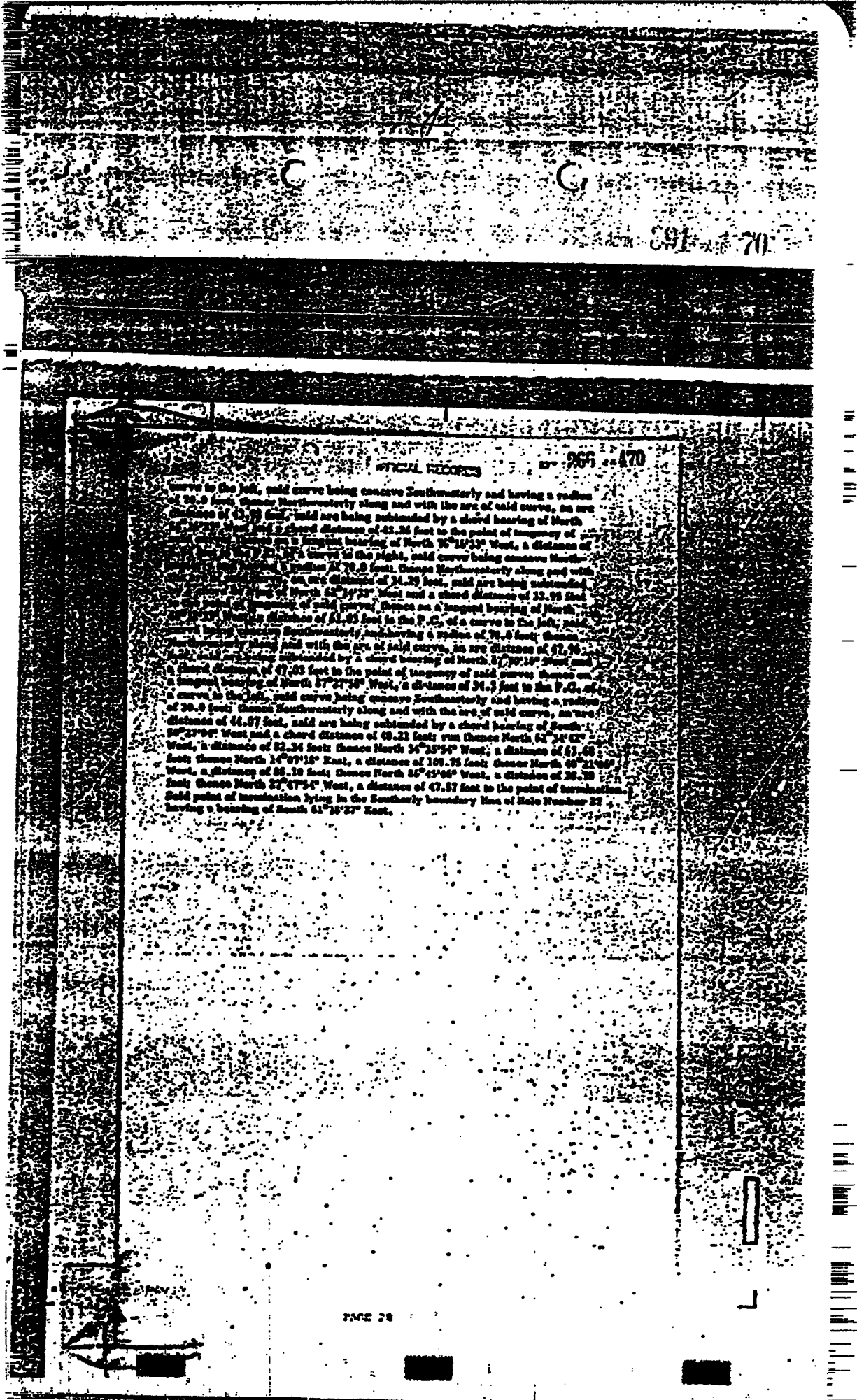
2d Year Encumbrance

A portion of Section 22, Township 2 North, Range 28 East, Mason County, Florida, and being more particularly described as follows:

...for ingress and egress lying 10 feet north of the following described boundaries:

...at the intersection of the Eastern Right of Way line of Block Road Number 105 (AIA), a 200 foot right of way, to near its intersection with the Northern Right of Way line of South Lagoon Road (a private road, 20 feet wide), said point lying in a curve; said curve being concave South-Northerly and having a radius of 200.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 145.00 feet; said arc being subtended by a chord bearing of North 21°24'16" East and a chord distance of 107.29 feet to the point of tangency of said curve; thence in a tangent bearing of South 57°29'27" East continuing along said Northern Right of Way line, a distance of 23.94 feet to the P.C. of a curve to the left; said curve being concave Northwesterly and having a radius of 376.0 feet; thence Northwesterly continuing along said Northern Right of Way line an arc distance of 127.22 feet; said arc being subtended by a chord bearing of North 52°29'27" East and a chord distance of 126.59 feet to the point of tangency of said curve; thence on a tangent bearing of North 72°30'27" East continuing along said Northern Right of Way, a distance of 29.50 feet to the P.C. of a curve to the right; said curve being concave Southeasterly and having a radius of 100.0 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 109.51 feet; said arc being subtended by a chord bearing of South 82°13'33" East and a chord distance of 145.28 feet to the point of tangency of said curve; thence on a tangent bearing of South 57°49'33" East continuing along said Northern Right of Way line, a distance of 16.21 feet to a point of beginning.

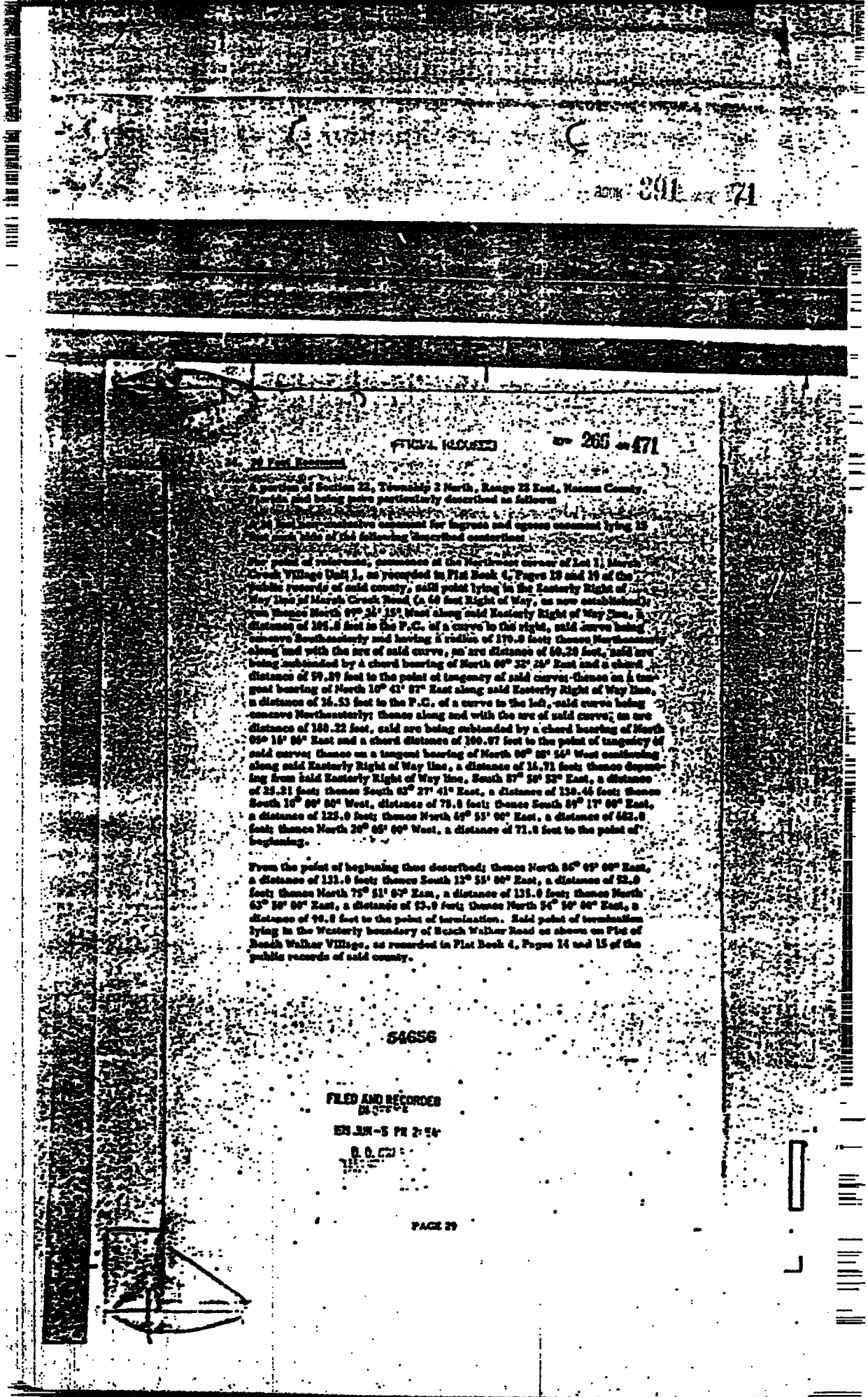
From the point of beginning thus described, run thence Northwesterly departing from said Northern Right of Way line along the arc of a curve, said curve being concave Southeasterly and having a radius of 100 feet, an arc distance of 31.47 feet, said arc being subtended by a chord bearing of North 41°04'10" East and a chord distance of 31.34 feet to the point of tangency of said curve; thence on a tangent bearing of North 58°05'12" East, a distance of 63.51 feet; thence South 35°34'48" East, a distance of 23.21 feet to the P.C. of a curve to the left; said curve being concave Northwesterly and having a radius of 78.8 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 88.61 feet, said arc being subtended by a chord bearing of South 72°12'40" East and a chord distance of 82.21 feet to the point of tangency of said curve; thence on a tangent bearing of North 71°31'27" East, a distance of 74.79 feet to the P.C. of a curve to the left; said curve being concave Northwesterly and having a radius of 70.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 150.00 feet, said arc being subtended by a chord bearing of North 23°11'27" East and a chord distance of 133.77 feet to the point of tangency of said curve; thence on a tangent bearing of North 24°20'23" West, a distance of 60.0 feet to the P.C. of a curve to the right; said curve being concave Northwesterly and having a radius of 115.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 66.34 feet, said arc being subtended by a chord bearing of North 87°20'33" West and a chord distance of 57.25 feet to a point of tangency of a curve to the left; said curve being concave Southeasterly and having a radius of 200.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 77.74 feet, said arc being subtended by a chord bearing of North 04°21'33" West and a chord distance of 76.77 feet to the point of tangency of said curve; thence on a tangent bearing of North 15°24'33" West, a distance of 115.0 feet to the P.C. of a curve to the left; said curve being concave Southeasterly and having a radius of 200.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 75.10 feet, said arc being subtended by a chord bearing of North 27°22'33" West and a chord distance of 75.64 feet to a compound



OFFICIAL RECORDS

966 470

curve to the left, said curve being concave Southwesterly and having a radius
of 70.0 feet, thence Northwesterly along and with the arc of said curve, an arc
distance of 41.98 feet, said arc being subtended by a chord bearing of North
60° 15' 33" West and a chord distance of 43.26 feet to the point of tangency of
said curve and a straight bearing of North 70° 15' 33" West, a distance of
41.98 feet to the P.C. of a curve to the right, said curve being concave North-
westerly and having a radius of 70.0 feet, thence Northwesterly along and with
the arc of said curve, an arc distance of 34.29 feet, said arc being subtended
by a chord bearing of North 62° 34' 33" West and a chord distance of 33.98 feet
to the P.C. of a curve to the left, said curve being concave Southwesterly and
having a radius of 41.63 feet to the P.C. of a curve to the left, said
curve being concave Southwesterly and having a radius of 70.0 feet, thence
Northwesterly along and with the arc of said curve, an arc distance of 47.98
feet, said arc being subtended by a chord bearing of North 67° 30' 16" West and
a chord distance of 47.93 feet to the point of tangency of said curve, thence on
a straight bearing of North 67° 37' 56" West, a distance of 34.3 feet to the P.C. of
a curve to the left, said curve being concave Southwesterly and having a radius
of 30.0 feet, thence Southwesterly along and with the arc of said curve, an arc
distance of 44.87 feet, said arc being subtended by a chord bearing of South
60° 27' 06" West and a chord distance of 40.21 feet, run thence North 62° 34' 33"
West, a distance of 52.34 feet, thence North 54° 25' 54" West, a distance of 43.40
feet, thence North 16° 07' 18" East, a distance of 109.75 feet, thence North 00° 21' 06"
West, a distance of 66.30 feet, thence North 25° 43' 04" West, a distance of 26.70
feet, thence North 27° 47' 54" West, a distance of 47.87 feet to the point of termination.
Said point of termination lying in the Southerly boundary line of Hole Number 27
having a bearing of South 61° 18' 27" East.



BOOK 291 PAGE 71

PLAT (ALWAYS) 265 - 471

24. 24 East Boundary
 A portion of Section 22, Township 2 North, Range 23 East, Nassau County, Florida, and being more particularly described as follows:
 Beginning at a certain concrete monument for ingress and egress monument lying on the east side of the following described centerline:
 The point of reference, commence at the Northwest corner of Lot 1, Beach Creek Village Unit 1, as recorded in Plat Book 4, Pages 13 and 14 of the public records of said county, said point lying in the Easterly Right of Way line of Beach Creek Road (a 60 foot Right of Way, as now established);
 then thence North 09° 24' 15" West along said Easterly Right of Way line, a distance of 104.0 feet to the P.C. of a curve to the right, said curve being concave Southwesterly and having a radius of 170.0 feet; thence Northwesterly along and with the arc of said curve, an arc distance of 60.20 feet, said arc being subtended by a chord bearing of North 09° 32' 20" East and a chord distance of 59.29 feet to the point of tangency of said curve; thence on a tangent bearing of North 10° 41' 07" East along said Easterly Right of Way line, a distance of 24.53 feet to the P.C. of a curve to the left, said curve being concave Northwesterly; thence along and with the arc of said curve, an arc distance of 180.22 feet, said arc being subtended by a chord bearing of North 09° 16' 04" East and a chord distance of 100.07 feet to the point of tangency of said curve; thence on a tangent bearing of North 09° 08' 54" West continuing along said Easterly Right of Way line, a distance of 14.71 feet; thence departing from said Easterly Right of Way line, South 57° 59' 53" East, a distance of 23.21 feet; thence South 03° 27' 41" East, a distance of 130.46 feet; thence South 10° 00' 00" West, a distance of 76.0 feet; thence South 09° 17' 00" East, a distance of 123.0 feet; thence North 09° 53' 00" East, a distance of 662.0 feet; thence North 20° 05' 00" West, a distance of 71.0 feet to the point of beginning.

From the point of beginning thus described; thence North 06° 09' 00" East, a distance of 131.0 feet; thence South 12° 51' 00" East, a distance of 82.0 feet; thence North 75° 51' 00" East, a distance of 131.0 feet; thence North 03° 30' 00" East, a distance of 53.0 feet; thence North 34° 30' 00" East, a distance of 98.0 feet to the point of termination. Said point of termination lying in the Westerly boundary of Beach Walker Road as shown on Plat of Beach Walker Village, as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county.

54656

FILED AND RECORDED
 JUN - 5 PM 2:54
 B. O. [illegible]

The Beach Club

BOOK 391 PAGE 72

A portion of Section 22, Township 2 North, Range 20 East, Nassau County, Florida and being more particularly described as follows:

For a point of reference commence at the most Southerly corner of Beach Wood Village Unit 1, as recorded in Plat Book 4, Pages 25, 26 and 27 of the public records of said county, said point lying in the Southeastery Right of Way line of Beach Wood Road, Parcel A, a private road, (a 60 foot right of way as now established), said point also lying in the Southeastery Right of Way line of Beach Lagoon Road, Parcel A, a private road as shown on Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county, said point lying in a curve, said curve being concave Northwestery and having a radius of 430.02 feet; thence Northeastery along the Southeastery Right of Way line of said Beach Wood Road and along the arc of said curve, an arc distance of 34.53 feet, said arc being subtended by a chord bearing of North 44° 52' 25" East, and a chord distance of 34.52 feet to the point of beginning.

From the point of beginning thus described thence continue along said Southeastery Right of Way line of Beach Wood Road and along the arc of said curve, an arc distance of 99.98 feet, said arc being subtended by a chord bearing of North 35° 57' 44" East and a chord distance of 99.76 feet, to a point of tangency; thence continue along the Southeastery Right of Way line of Beach Wood Road, and along a tangent, North 29° 18' 05" East, a distance of 93.49 feet; thence departing the Southeastery Right of Way line of Beach Wood Road, run North 79° 37' 50" East, a distance of 86.48 feet; thence North 7° 35' 07" East, a distance of 62.63 feet; thence North 83° 26' 04" East, a distance of 379.64 feet; thence South 12° 28' 51" East, a distance of 186.70 feet; thence South 40° 13' 15" West, a distance of 136.06 feet; thence North 69° 52' 39" West, a distance of 91.87 feet; thence North 86° 10' 06" West, a distance of 140.0 feet; thence South 69° 31' 27" West, a distance of 100.0 feet; thence South 79° 26' 01" West, a distance of 204.73 feet; thence North 10° 33' 59" West, a distance of 35.01 feet to the point of beginning.

Lands thus described contain 2.791 acres, more or less.

to find

BOOK 391 PAGE 73

portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

or point of reference commence at the most Southerly corner of Beach Wood Village Unit 1, as recorded in Plat Book 4, Pages 25, 26 and 27 of the public records of said county, said point lying in the southeasterly Right of Way line of Beach Wood Road, Parcel A, a private road (a 60 foot right of way as now established), said point also lying in Southeasterly Right of Way line of Beach Lagoon Road, Parcel A, a private road, as shown on Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county, said point lying in a curve, said curve being concave westerly and having a radius of 430.02 feet; thence Northeasterly along the arc of said curve, an arc distance of 34.53 feet, said arc being subtended by a chord bearing of North 44° 52' 25" East and a chord distance of 34.52 feet; thence departing from said southeasterly Right of Way line of Beach Wood Road run South 10° 33' 59" East, a distance of 35.01 feet to the point of beginning.

From the point of beginning thus described run thence North 79° 26' 01" East, a distance of 204.73 feet; thence North 69° 31' 27" East, a distance of 100.0 feet; thence South 86° 10' 06" East, a distance of 140.0 feet; thence South 69° 52' 39" East, a distance of 91.87 feet; thence South 15° 25' 34" West, a distance of 222.06 feet; thence South 4° 18' 5" West, a distance of 273.96 feet; thence South 24° 46' 04" West, a distance of 199.82 feet; thence South 88° 56' 09" West, a distance of 34.36 feet; thence South 1° 03' 51" East, a distance of 110.31 feet; thence South 78° 56' 09" West, a distance of 114.76 feet; thence North 11° 37' 7" West, a distance of 57.12 feet; thence North 8° 19' 15" West, a distance of 60.81 feet, to the P.C. of a curve to the right, said curve being concave southeasterly and having a radius of 90.0 feet; thence southeasterly along and with the arc of said curve, an arc distance of 11.0 feet, said arc being subtended by a chord bearing of North 14° 16' 2" East and a chord distance of 69.17 feet to the point of tangency of said curve; thence North 36° 52' 40" East, a distance of 17.90 feet to the P.C. of a curve to the left, said curve being concave northwesterly and having a radius of 60.0 feet, thence northeasterly along and with the arc of said curve, an arc distance of 51.85 feet, said arc being subtended by a chord bearing of North 12° 07' 20" East and a chord distance of 50.25 feet to the point of tangency of said curve; thence southeasterly along the Right, said curve being concave easterly and having a radius of 53.0 feet; thence northerly along and with the arc of said curve, an arc distance of 46.46 feet, said arc being subtended by a chord bearing of North 3° 56' 04" West and a chord distance of 46.28 feet to the point of tangency of said curve; thence North 4° 45' 53" East, a distance of 21.61 feet to the P.C. of a curve to the left, said curve being concave westerly and having a radius of 70.0 feet; thence northerly along and with the arc of said curve, an arc distance of 34.07 feet, said arc being subtended by a chord bearing of North 9° 10' 38" West and a chord distance of 33.73 feet to the point of tangency of said curve; thence North 23° 07' 08" West, a distance of 189.11 feet; thence North 10° 33' 59" West, a distance of 249.14 feet to the point of beginning.

lands thus described contain 6.352 acres, more or less.

LESS AND EXCEPT:

Parcel 1, The Inn

BOOK 391 PAGE 74

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference commence at the most Southerly corner of Beach Wood Village Unit I, as recorded in Plat Book 4, Pages 25, 26 and 27 of the public records of said county, said point lying in the Southeasterly Right of Way line of Beach Wood Road, Parcel A, a private road (a 60 foot right of way, as now established), said point also lying in Southeasterly Right of Way line of Beach Lagoon Road, Parcel A, a private road, as shown on Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county, said point lying in a curve, said curve being concave Northwesterly and having a radius of 430.02 feet; thence Northeasterly along the Southeasterly Right of Way line of said Beach Wood Road and along the arc of said curve, an arc distance of 34.53 feet, said arc being subtended by a chord bearing of North $44^{\circ}55'25''$ East and a chord distance of 34.52 feet; thence departing from said Southeasterly Right of Way line of Beach Wood Road run South $10^{\circ}33'59''$ East, a distance of 35.01 feet; run thence North $79^{\circ}26'01''$ East, a distance of 174.73 feet to the point of beginning.

From the point of beginning thus described, continue North $79^{\circ}26'01''$ East, a distance of 30.0 feet; thence North $69^{\circ}31'27''$ East, a distance of 100.0 feet; thence South $86^{\circ}10'06''$ East, a distance of 140.0 feet; thence South $69^{\circ}52'39''$ East, a distance of 91.87 feet; thence South $15^{\circ}25'34''$ West, a distance of 222.05 feet; thence South $04^{\circ}18'09''$ West, a distance of 38.0 feet; thence North $85^{\circ}41'51''$ West, a distance of 85.0 feet; thence North $31^{\circ}24'42''$ West, a distance of 95.24 feet; thence South $79^{\circ}26'01''$ West, a distance of 120.0 feet; thence North $10^{\circ}35'51''$ West, a distance of 190.0 feet to the point of beginning.

Lands thus described contain 1.627 acres, more or less.

ack 391 75

From the point of beginning thus described; run thence South $85^{\circ}41'51''$ East, a distance of 145.43 feet; thence North $44^{\circ}18'09''$ East, a distance of 32.77 feet; thence South $85^{\circ}41'51''$ East, a distance of 170.0 feet; thence South $24^{\circ}46'04''$ West, a distance of 199.82 feet; thence South $88^{\circ}56'09''$ West, a distance of 134.36 feet; thence South $01^{\circ}03'51''$ East, a distance of 110.31 feet; thence South $78^{\circ}56'09''$ West, a distance of 114.76 feet; thence North $11^{\circ}37'27''$ West, a distance of 57.12 feet; thence North $08^{\circ}19'15''$ West, a distance of 60.81 feet to the P. C. of a curve to the right, said curve being concave Southeasterly and having a radius of 90.0 feet; thence Northeasterly along and with the arc of said curve, an arc distance of 71.0 feet, said arc being subtended by a chord bearing of North $14^{\circ}16'42''$ East and a chord distance of 69.17 feet to the point of tangency of said curve; thence on a tangent bearing of North $36^{\circ}52'40''$ East, a distance of 17.90 feet to the P. C. of a curve to the left, said curve being concave Northwesterly and having a radius of 60.0 feet; thence Northeasterly along and with the arc of said curve, an arc distance of 51.85 feet, said arc being subtended by a chord bearing of North $12^{\circ}07'20''$ East and a chord distance of 50.25 feet to the point of tangency of said curve; thence on a tangent bearing of North $12^{\circ}38'01''$ West, a distance of 14.82 feet to the P. C. of a curve to the right, said curve being concave Easterly and having a radius of 153.0 feet; thence Northerly along and with the arc of said curve, an arc distance of 46.45 feet, said arc being subtended by a chord bearing of North $03^{\circ}56'04''$ West, and a chord distance of 46.28 feet to the point of tangency of said curve and the point of beginning.

Lands thus described contain 1.507 acres, more or less.

Parcel III, The Inn

BOOK 291 27 70

A portion of Section 22, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference commence at the most Southerly corner of Beach Wood Village Unit 1, as recorded in Plat Book 4, Pages 25, 26 and 27 of the public records of said county, said point lying in the Southeasterly Right of Way line of Beach Wood Road, Parcel A, a private road (a 60 foot right of way, as now established), said point also lying in Southeasterly Right of Way line of Beach Lagoon Road, Parcel A, a private road, as shown on Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15 of the public records of said county, said point lying in a curve, said curve being concave Northwesterly and having a radius of 430.02 feet; thence Northeasterly along the Southeasterly Right of Way line of said Beach Wood Road and along the arc of said curve, an arc distance of 34.53 feet, said arc being subtended by a chord bearing of North $44^{\circ}55'25''$ East and a chord distance of 34.52 feet; thence departing from said Southeasterly Right of Way line of Beach Wood Road run South $10^{\circ}33'59''$ East, a distance of 35.01 feet; run thence South $10^{\circ}33'59''$ East, a distance of 249.14 feet; thence South $23^{\circ}07'08''$ East, a distance of 189.11 feet to the P. C. of a curve to the right, said curve being concave Westerly and Having a radius of 70.0 feet; thence Southerly along and with the arc of said curve, an arc distance of 34.07 feet, said arc being subtended by a chord bearing of South $09^{\circ}10'38''$ East and a chord distance of 33.73 feet to the point of tangency of said curve; thence on a tangent bearing of South $04^{\circ}45'53''$ West, a distance of 12.61 feet to the point of beginning.

NEW (K) BK 391 PG 77

JUL 5 1977

OFFICIAL RECORDS

COVENANTS AND RESTRICTIONS

Prepared by
Robert A. Vaca
5915 Boca de Lago Ave
Coral Gables, Fla 33146
Tel. 368-4438

AMELIA PLANTATION COMPANY, an Ohio corporation authorized to transact business in Florida, or its successors or assigns ("Owner"), the owner of the property in Nassau County described on Exhibit "A" attached hereto (to-wit: owner), the property described on Exhibit "B" (the 27-hole golf course and easements related thereto), the property described on Exhibit "C" (the Amelia Island Inn) and the property described on Exhibit "D" (the Beach Club) all located in Amelia Island Plantation and collectively referred to herein as the "Property", hereby creates and imposes upon the Property for the benefit of Summer Beach, Inc. and Amelia Dunes, Inc., Florida corporations, and each of their successors and assigns who are owners of residential property located on the lands now owned by Amelia Dunes, Inc. and Summer Beach, Inc., described in the Certificate of Title dated October 4, 1977 and recorded in Official Records Book 349, at pages 49-59 of the Public Records of Nassau County, Florida and in the Certificate of Title dated December 13, 1977 and recorded in Official Records Book 354 at pages 547-673 of the Public Records of Nassau County, Florida the right to use and enjoy the facilities and amenities located on the Property on the same terms and the use at such facilities is made available to all who purchase property in Amelia Island Plantation from Owner after this date subject, however, to reasonable rules and regulations imposed on such use, the payment of any

EXHIBIT "B"

BOOK 391 pg 78

OFFICIAL RECORD

266-439

and all fees and charges which may be from time to time imposed upon the property owners purchasing property in Amelia Island Plantation from time after this date for the use and enjoyment of such amenities; and subject further to the additional rights of property owners who may have acquired such rights to the use of such facilities and amenities prior to June 1, 1978. The facilities and amenities covered by these Covenants and Restrictions include, but are not limited to clubs, restaurants, bars and other eating and drinking establishments, golf courses, beaches, tennis courts, and other sports recreational facilities located on the Property.

Amelia Plantation Company hereby certifies and confirms that the Property is subject to the Covenants and Restrictions imposed by Amelia Island Company and Amelia Island Plantation Community Association, Inc. which are recorded in the following Public Records of Nassau County, Florida:

- Book 123, pages 22-61;
- Book 125, pages 200-241; and
- Book 178, pages 249-288

IN WITNESS WHEREOF, Amelia Plantation Company has caused these Covenants and Restrictions this 2nd day of May, 1978.



AMELIA PLANTATION COMPANY
BY: *[Signature]*
Attest: *[Signature]*
Secretary

307K 891 -ACE 79

OFFICIAL RECORDS 266-440

Witness my hand and official seal this 11th day
of May, 1978, at Jacksonville, County
and State of Florida.

My Commission Expires:

1/1/82

James R. Deane
Notary Public.



PARCEL I-A

BOOK 891 xx 80

A part of Lots Six (6); Ten (10), Eleven (11) and Twelve (12), Stapleton Lands lying in Section Eighteen (18), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the Westerly right of way line of Mary Street as established for a width of Sixty (60.0) feet with the Northerly line of said Section Eighteen (18); thence South One (01) degree, Twenty-four (24) minutes, Thirty-nine (39) seconds East along said Westerly right of way line Five Hundred Eleven and Fifty-seven Hundredths (511.57) feet to an intersection with the Southerly right of way line of Julia Street as established for a width of Sixty (60.0) feet for the point of beginning; thence continue South One (01) degree, Twenty-four (24) minutes, Thirty-nine (39) seconds East along said Westerly right of way line Two Hundred Eighty-six and Twenty Hundredths (286.20) feet; thence South Eighty-four (84) degrees, Fifty-one (51) minutes, Six (06) seconds West, Five Hundred Sixty and Ninety one Hundredths (560.91) feet; thence North One (01) degree, Twenty-eight (28) minutes, Twenty-seven (27) seconds West, One Hundred Four and Eighty Hundredths (104.80) feet; thence South Eighty-four (84) degrees, Fifty-one (51) minutes, One (01) second West, Nine Hundred Fourteen and Forty-three Hundredths (914.43) feet to an intersection with the Easterly right of way line of State Road No. 105 (A-1-A); thence North Two (02) degrees, Twenty-five (25) minutes, Twenty-one (21) seconds East along said Easterly right of way line, Two Hundred Eight and Ninety-one Hundredths (208.91) feet to an intersection with the Easterly right of way line of the Amelia Island Parkway as established for a width of Eighty (80.0) feet; thence North Eighty-eight (88) degrees, Seventeen (17) minutes, Twenty-two (22) seconds East along said Easterly right of way line, Four Hundred Eighty-eight and Sixty Hundredths (488.60) feet to the point of curve of a curve to the left; said curve having a radius of Three Hundred Ninety (390.0) feet; thence along and around said curve an arc distance of Ninety-one and Six Hundredths (91.06) feet, said curve having a chord bearing East, Ninety and Eighty-five Hundredths (90.85) feet to an intersection with the Southerly right of way line of Julia Street; thence North Eighty-eight (88) degrees, Thirty-three (33) minutes, Twenty-four (24) seconds East along said Southerly right of way line, One Hundred Eighty-two and Ninety-six Hundredths (182.96) feet to an angle point in said right of way line; thence continue along said right of way line North Sixty-three (63) degrees, Fifty-eight (58) minutes, Thirty-four (34) seconds East, One Hundred Forty-three and Eight Hundredths (143.08) feet to an angle point in said right of way line; thence North Eighty-nine (89) degrees, Zero (00) minutes, Nineteen (19) seconds East along said Southerly right of way line Five Hundred Sixty-six and Fifty-six Hundredths (566.56) feet to the point of beginning.

Consisting of 7.87 acres; more or less, but the quantity thereof is not guaranteed herein.

392K 891 * 81

PARCEL 1-B:

A part of Lots 7, 9, and 10, Stapleton Lands lying in Section 18, and a part of Section 14, both in Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Begin at the intersection of the Westerly right of way line of Mary Street, as established for a width of 60 feet, with the Northerly line of said Section 18; thence South 01 degree, 24 minutes, 39 seconds East along the Westerly right of way line of said Mary Street, 251.94 feet; thence South 88 degrees, 47 minutes, 25 seconds West, 99.84 feet; thence South 01 degree, 22 minutes, 03 seconds East, 199.25 feet to an intersection with the Northerly right of way line of Julia Street, as established for a width of 60 feet; thence South 89 degrees, 00 minutes, 19 seconds West along said Northerly right of way line, 479.45 feet to an angle point in said right of way line; thence South 63 degrees, 58 minutes, 34 seconds West, 143.32 feet to an angle point in said right of way line; thence South 88 degrees, 33 minutes, 34 seconds West along said Northerly right of way line 37.53 feet to an intersection with the Southeasterly right of way line of the Amelia Island Parkway, as established for a width of 80 feet, said Southeasterly right of way line being in a curve concave Northwesterly and having a radius of 390 feet; thence Northeasterly along and around said curve an arc distance of 48.65 feet, said curve having a chord bearing and distance of North 49 degrees, 51 minutes, 47 seconds East, 48.62 feet to the point of tangency of said curve; thence continue along said right of way line North 46 degrees, 17 minutes, 22 seconds East, 65 feet to the point of curve of a curve to the right, said curve having a radius of 960.0 feet; thence along the arc of said curve and along said right of way line an arc distance of 179.28 feet, said curve having a chord bearing and distance of North 51 degrees, 38 minutes, 22 seconds East, 179.02 feet to the point of tangency of said curve; thence North 56 degrees, 59 minutes, 22 seconds East along said right of way line, 238.38 feet to the point of curve of a curve to the left; said curve having a radius of 740 feet; thence along the arc of said curve and along said right of way line an arc distance of 306.33 feet, said curve having a chord bearing and distance of North 45 degrees, 07 minutes, 49 seconds East, 304.15 feet to the point of tangency of said curve; thence North 42 degrees, 30 minutes, 03 seconds East along said Southeasterly right of way line (not tangent to the preceding curve), 139.70 feet; thence South 00 degrees, 05 minutes, 47 seconds East, 109.48 feet to the point of beginning.

Consisting of 3.57 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 2:

A part of Lots 7, 8, 9 and 10, Stapleton Lands, lying in Section 18, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the Westerly right of way line of Mary Street, as established for a width of 60 feet, with the North line of said Section 18; thence South 88 degrees, 21 minutes, 48 seconds West, along the North line of said Section 18, 202.62 feet to the Westerly right of way line of Amelia Island Parkway, (as now established); thence continue South 88 degrees, 21 minutes, 48 seconds West, along said North line of Section 18, 626.54 feet to the East line of those lands described and recorded in Official Records Volume 237, page 529 of the public records of said County; thence South 01 degree, 28 minutes, 03 seconds East, along last said line, 460.07 feet to the Northwesternly right of way line of said Amelia Island Parkway; thence Northeasterly along said Northwesternly right of way line, run the following five courses and distances: (1) Northeasterly along and around the arc of a curve concave Northwesternly and having a radius of 310.0 feet, an arc distance of 80.20 feet, said arc being subtended by a chord bearing and distance of North 53 degrees, 42 minutes, 04 seconds East, 79.98 feet to the point of tangency of said curve 2 North, 46 degrees, 17 minutes, 22 seconds East, 65.0 feet to the point of curvature of a curve to the right (3) Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 1040.0 feet, an arc distance of 194.22 feet, said arc being subtended by a chord bearing and distance of North 51 degrees, 38 minutes, 22 seconds East, 193.94 feet to the point of tangency of said curve, (4) North 56 degrees, 59 minutes, 22 seconds East, 238.38 feet to the point of curvature of a curve to the left, (5) Northeasterly along and around the arc of a curve concave Northwesternly and having a radius of 660.0 feet, an arc distance of 203.63 feet, said arc being subtended by a chord bearing and distance of North 48 degrees, 09 minutes, 02 seconds East, 202.83 feet to the point of beginning.

Consisting of 3.35 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 3:

BOOK 83

A portion of Sections 13, 14, 15 and 18, Township 2 North, Range 28 East, Nassau County, Florida more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line at Mary Street as established for a width of 60 feet with the Northerly line of said Section 18; thence North 0 degrees, 5 minutes, 47 seconds West, 109.48 feet to the Southeasterly right-of-way line of Amelia Island Parkway; thence South 42 degrees, 30 minutes, 03 seconds West, 139.70 feet to the POINT OF BEGINNING, said POINT OF BEGINNING, being the point of a curve of a curve concave Northwesterly and having a radius of 740 feet; thence along and around the arc of said curve 306.33 feet, said curve having a chord bearing and distance of South 45 degrees, 07 minutes, 49 seconds West, 304.15 feet to the point of tangency of said curve; thence South 56 degrees, 59 minutes, 22 seconds East, 238.38 feet to the point of a curve of a curve concave Southeasterly and having a radius of 960 feet; thence along and around the arc of said curve 179.28 feet, said curve having a chord bearing and distance of South 71 degrees, 38 minutes, 22 seconds West, 179.02 feet to the point of tangency of said curve; thence South 46 degrees, 17 minutes, 22 seconds West, 65.0 feet to the point of a curve of a curve concave Southeasterly and having a radius of 390 feet; thence along and around the arc of said curve 48.57 feet, said curve having a chord bearing and distance of South 49 degrees, 51 minutes, 27 seconds West, 48.54 feet to the intersection of the Easterly right-of-way line of Julia Street as established for a width of 60 feet; thence South 88 degrees, 17 minutes, 22 seconds West along said Easterly right-of-way line, 222.94 feet; thence North 01 degree, 42 minutes, 38 seconds West, 10.0 feet to the intersection of a curve concave Northwesterly and having a radius of 310 feet; thence along and around the arc of said curve, 227.24 feet, said curve having a chord bearing and distance of North 67 degrees, 17 minutes, 22 seconds East, 222.19 feet to the point of tangency of said curve; thence North 46 degrees, 17 minutes, 22 seconds East, 65.0 feet to the point of a curve of a curve concave Southeasterly and having a radius of 1040 feet; thence along and around the arc of said curve 194.22 feet, said curve having a chord bearing and distance of North 51 degrees, 38 minutes, 22 seconds East, 193.94 feet to the point of tangency of said curve; thence North 56 degrees, 59 minutes, 22 seconds East, 238.38 feet to the point of a curve of a curve concave Northwesterly and having a radius of 660 feet; thence along and around the arc of said curve 273.22 feet, said curve having a chord bearing and distance of North 45 degrees, 07 minutes, 49 seconds East, 271.27 feet to the point of tangency of said curve; thence North 33 degrees, 16 minutes, 16 seconds East, 206.10 feet to the point of a curve of a curve concave Northwesterly and having a radius of 760 feet; thence along and around the arc of said curve 374.06 feet, said curve having a chord bearing and distance of North 19 degrees, 10 minutes, 16 seconds East, 370.29 feet to the point of tangency of said curve; thence North 05 degrees, 04 minutes, 16 seconds East, 420.60 feet to the point of a curve of a curve concave Southeasterly and having a radius of 840 feet; thence along and around the arc of said curve 538.49 feet, said curve having a chord bearing and distance of North 23 degrees, 26 minutes, 10 seconds East; 529.32 feet to the point of tangency of said curve; thence North 41 degrees, 48 minutes, 04 seconds East, 350.57 feet to the point of a curve of a curve concave Northwesterly and having a radius of 860 feet; thence along and around the arc of said curve 660.43 feet, said curve having a chord bearing and distance of North 19 degrees, 48 minutes, 04 seconds East, 644.32 feet to the point of tangency of said curve; thence North 02 degrees, 11 minutes, 56 seconds West, 400.39 feet to the point of a curve of a curve concave Southeasterly and having a radius of 1440 feet; thence along and around the arc of said curve 414.39 feet, said curve having a chord bearing and distance of North 06 degrees, 03 minutes, 04 seconds East, 413.26 feet to the point of tangency of said curve; thence North 14 degrees, 18 minutes, 04 seconds East, 235.09 feet to the point of a curve of a curve concave Northwesterly and having a radius of 1210 feet; thence along and around the arc of said curve 385.84 feet said curve having a chord bearing and distance of North 05 degrees, 09 minutes, 58 seconds East, 384.21 feet to the point of tangency of said curve; thence North 03 degrees, 58 minutes, 09 seconds West, 149.15 feet to the point of a curve of a curve concave Southeasterly and having a radius of 1029.52 feet; thence along and around the arc of said curve 395.10 feet, said curve having a chord bearing and distance of North 07 degrees, 01 minute, 30 seconds East, 392.68 feet to the point of tangency of said curve; thence North 18 degrees, 01 minute, 09 seconds East, 404.69 feet to the point of a curve of a curve concave

Northwesterly and having a radius of 860 feet; thence along and around the arc of said curve 405.11 feet, said curve having a chord bearing and distance of North 04 degrees, 31 minutes, 28 seconds East, 401.37 feet to the point of tangency of said curve; thence North 08 degrees, 58 minutes, 13 seconds West, 622.64 feet to the point of a curve of a curve concave Northeasterly and having a radius of 4040 feet; thence along and around the arc of said curve 323.90 feet, said curve having a chord bearing and distance of North 06 degrees, 40 minutes, 25 seconds West, 323.81 feet to the point of tangency of said curve; thence North 04 degrees, 22 minutes, 36 seconds West, 46.27 feet to the point of a curve of a curve concave Southwesterly and having a radius of 860 feet; thence along and around the arc of said curve, 360.24 feet, said curve having a chord bearing and distance of North 16 degrees, 22 minutes, 36 seconds West, 357.61 feet to the point of tangency of said curve; thence North 28 degrees, 22 minutes, 36 seconds West, 294.12 feet to the point of a curve of a curve concave Northeasterly and having a radius of 840 feet; thence along and around the arc of said curve 498.47 feet, said curve having a chord bearing and distance of North 11 degrees, 22 minutes, 36 seconds West, 491.18 feet to the point of tangency of said curve; thence North 05 degrees, 37 minutes, 24 seconds East, 235.96 feet to the point of a curve of a curve concave Northwesterly and having a radius of 760 feet; thence along and around the arc of said curve 371.41 feet, said curve having a chord bearing and distance of North 08 degrees, 22 minutes, 36 seconds West, 367.72 feet to the point of tangency of said curve; thence North 22 degrees, 22 minutes, 36 seconds West, 158.17 feet to the intersection of Southerly right-of-way line of State Road 105 (A1A), said point being in a curve concave Northwesterly and a radius of 2914.79 feet; thence along and around the arc of said curve of said Southerly right-of-way line 115.23 feet, said curve having a chord bearing and distance of North 57 degrees, 42 minutes, 58 seconds East, 115.22 feet; thence South 22 degrees, 22 minutes, 36 seconds East, 178.00 feet to the point of a curve of a curve concave Northwesterly and having a radius of 873.05 feet thence along and around the arc of said curve, 426.87 feet, said curve having a chord bearing and distance of South 08 degrees, 22 minutes, 36 seconds East, 422.64 feet to the point of tangency of said curve; thence South 05 degrees, 37 minutes, 24 seconds West, 235.96 feet to the point of a curve of a curve concave Northeasterly and having a radius of 726.5 feet; thence along and around the arc of said curve 431.11 feet, said curve having a chord bearing and distance of South 11 degrees, 22 minutes, 36 seconds West, 424.82 feet to the point of tangency of said curve; thence South 28 degrees, 22 minutes, 36 seconds East, 294.12 feet to the point of a curve of a curve concave Southwesterly and having a radius of 973.50 feet; thence along and around the arc of said curve 407.78 feet, said curve having a chord bearing and distance of South 16 degrees, 22 minutes, 36 seconds East, 404.80 feet to the point of tangency of said curve; thence South 04 degrees, 22 minutes, 36 seconds East, 48.27 feet to the point of a curve of a curve concave Northeasterly and having a radius of 3926.5 feet; thence along and around the arc of said curve, 314.80 feet, said curve having a chord bearing and distance of South 06 degrees, 40 minutes, 25 seconds East, 314.72 feet to the point of tangency of said curve; thence South 08 degrees, 58 minutes, 13 seconds East, 622.64 feet to the point of a curve of a curve concave Northwesterly and having a radius of 973.5 feet; thence along and around the arc of said curve 458.57 feet, said curve having a chord bearing and distance of South 04 degrees, 31 minutes, 28 seconds East, 454.34 feet to the point of tangency of said curve; thence South 18 degrees, 01 minute, 09 seconds East, 404.69 feet to the point of a curve of a curve concave Southeasterly and having a radius of 916.02 feet; thence along and around the arc of said curve 351.54 feet, said curve having a chord bearing and distance of South 08 degrees, 01 minute, 30 seconds West, 349.39 feet to the point of tangency of said curve; thence South 03 degrees, 58 minutes, 09 seconds East, 149.15 feet to the point of a curve of a curve concave Northwesterly and having a radius of 1323.5 feet; thence along and around the arc of said curve 422.02 feet said curve having a chord bearing and distance of South 05 degrees, 09 minutes, 58 seconds West, 420.25 feet to the point of tangency of said curve; thence South 14 degrees, 18 minutes, 04 seconds West, 235.09 feet to the point of a curve of a curve concave Southeasterly and having a radius of 1326.50 feet; thence along and around the arc of said curve 382.0 feet, said curve having a chord bearing and distance of South 06 degrees, 03 minutes, 04 seconds West, 380.65 feet to the point of tangency of said curve; thence South 02 degrees, 11 minutes, 56 seconds East, 400.39 feet to the point of a curve of a curve concave Northwesterly and having a radius of 973.50 feet; thence along and around the arc of said curve 747.59 feet said curve having a chord bearing and distance of South 19 degrees, 48 minutes, 04

seconds West, 729.36 feet to the point of tangency of said curve; thence South 41 degrees, 48 minutes, 04 seconds West, 350.57 feet to the point of a curve of a curve concave Southeasterly and having a radius of 726.50 feet; thence along and around the arc of said curve 465.73 feet, said curve having a chord bearing and distance of South 23 degrees, 26 minutes, 10 seconds West, 457.80 feet to the point of tangency of said curve; thence South 05 degrees, 04 minutes, 16 seconds West, 420.60 feet to the point of a curve of a curve concave Northwesterly and having a radius of 873.50 feet; thence along and around the arc of said curve 429.92 feet, said curve having a chord bearing and distance of South 19 degrees, 10 minutes, 16 seconds West, 425.60 feet to the point of tangency of said curve; thence South 42 degrees, 30 minutes, 03 seconds West, 208.86 feet to the POINT OF BEGINNING.

Consisting of 23.25 acres, more or less, but the quantity thereof is not guaranteed herein.

307K 391 245 85

PARCEL 4-A:

BOOK 291 PAGE 80

A portion of Lots 4, 5, 10 and 11, Subdivision of Section 15 as recorded in Plat Book "Y" Page 125 of the public records of Nassau County, Florida, together with a portion of Orange Avenue, being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of Mary Street (a 60 foot right-of-way as now established) with the North line of Section 18, said Township 2 South, Range 28 East; thence North 00 degrees, 03 minutes, 38 seconds West, 1765.27 feet to an intersection with a line dividing Section 14 and 15, Township 2 North, Range 28 East, also being the Southerly line of said Lot 5, Subdivision of Section 15, also being the POINT OF BEGINNING; thence South 84 degrees, 47 minutes, 12 seconds West, along last said line, and along the Southerly line of said Lot 4, Subdivision of Section 15, as recorded in Plat Book "Y", Page 125, 504.66 feet to the Southwesterly corner of said Lot 4, Subdivision of Section 15; thence North 18 degrees, 04 minutes, 18 seconds West, along the Westerly line thereof, 979.01 feet to the Southerly right-of-way line of said Orange Avenue; thence North 84 degrees, 54 minutes, 55 seconds East, 343.34 feet to an intersection with the Southerly prolongation of the Easterly line of Belle Glade, Plat Book 3, Page 55; thence North 03 degrees, 59 minutes, 50 seconds West, along last said line and the Easterly line of Belle Glade, 963.69 feet to the Northeasterly corner of said Belle Glade; thence North 85 degrees, 00 minutes, 18 seconds East, along the Easterly prolongation of the Northerly line of said Belle Glade, also being the Northerly line of said Lots 10 and 11, Subdivision of Section 15, 619.43 feet to the Westerly boundary of Summer Woods as recorded in Plat Book 4, Pages 33 and 34 of said public records; thence Southwesterly and Southeasterly along the Westerly boundary of said Summer Woods, run the following three courses and distances; (1) South 30 degrees, 28 minutes, 12 seconds West, 182.09 feet (2) South 04 degrees, 59 minutes, 13 seconds West, 112.02 feet (3) South 23 degrees, 03 minutes, 34 seconds East, 424.59 feet to the Northerly right-of-way line of Sabal Palm (Parcel "B" as shown on said plat of Summer Woods); thence Westerly and Southwesterly along said Northerly and Westerly right-of-way line of said Sabal Palm, run the following seven courses and distances: (1) South 84 degrees, 17 minutes, 12 seconds West, 22.91 feet to the point of curvature of a curve to the right (2) Southwesterly along and around the arc of a curve concave Northerly and having a radius of 475.0 feet, an arc distance of 39.97 feet, said arc being subtended by a chord bearing and distance of South 86 degrees, 41 minutes, 49 seconds West, 39.96 feet to the point of tangency of said curve (3) South 89 degrees, 06 minutes, 27 seconds West, 53.49 feet to the point of curvature of a curve to the left (4) Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 250.0 feet, an arc distance of 351.56 feet, said arc being subtended by a chord bearing and distance of South 48 degrees, 49 minutes, 19 seconds West, 323.30 feet to the point of tangency of said curve (5) South 08 degrees, 32 minutes, 12 seconds West, 21.44 feet to the point of curvature of a curve to the left (6) Southwesterly along and around the arc of a curve concave Southeasterly and having a radius to 525.00 feet, an arc distance of 43.85 feet, said arc being subtended by a chord bearing and distance of South 06 degrees, 08 minutes, 38 seconds West, 43.84 feet to the point of reverse curvature of a curve leading Southwesterly (7) Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 25.0 feet, an arc distance of 35.42 feet, said arc being subtended by a chord bearing and distance of South 44 degrees, 20 minutes, 00 seconds West, 32.53 feet to the point of tangency of said curve, lying in the Northerly right-of-way line of said Orange Avenue; thence South 84 degrees, 54 minutes, 55 seconds West, along said Northerly right-of-way line, 10.07 feet; thence South 05 degrees, 05 minutes, 05 seconds East, 121.69 feet; thence South 84 degrees, 55 minutes, 24 seconds West, 445.25 feet; thence South 18 degrees, 05 minutes, 42 seconds East, 344.36 feet; thence South 16 degrees, 37 minutes, 25 seconds West, 126.87 feet; thence South 18 degrees, 05 minutes, 42 seconds East, 344.0 feet; thence South 69 degrees, 17 minutes, 14 seconds East, 127.78 feet; thence North 78 degrees, 40 minutes, 41 seconds East, 173.06 feet; thence North 68 degrees, 00 minutes, 30 seconds East, 266.41 feet; thence South 14 degrees, 53 minutes, 47 seconds West, 119.71 feet to the POINT OF BEGINNING.

Consisting of 13.31 acres, more or less, but the quantity thereof is not guaranteed herein

EXHIBIT F-173

PARCEL 4-B:

BOOK 391 PAGE 87

A portion of Section 14, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of Mary Street (a 60 foot right-of-way as now established), with the North line of Section 18, said Township 2 North, Range 28 East; thence South 00 degrees, 03 minutes, 38 seconds West, 704.94 feet to the POINT OF BEGINNING; thence continue North 00 degrees, 03 minutes, 38 seconds West, along the Easterly line of Everett Acres, as recorded in Plat Book 5, Page 11 of the public records of said county and along the Easterly line of Gurnie Oaks, as recorded in Plat Book 5, Page 2 of the public records of said county and along the Easterly line of Ocean Gardens Subdivision, as recorded in Plat Book 2, Page 63 of said public records, 1060.33 feet to an intersection with the line dividing said Section 14 and Section 15, Township 2 North, Range 28 East; thence North 84 degrees, 47 minutes, 12 seconds East, along last said line, 103.29 feet to the Southwesterly right-of-way line of Sable Palm (a private road); thence Southeasterly along said Southwesterly right-of-way line and along the arc of a curve concave Northeasterly having a radius of 525.0 feet, an arc distance of 172.67 feet, said arc being subtended by a chord bearing a distance of South 38 degrees, 15 minutes, 43 seconds East, 171.89 feet to the point of tangency of said curve; thence South 47 degrees, 41 minutes, 03 seconds East, along the Southwesterly right-of-way line of said Sable Palm, 193.67 feet to the Northwesterly right-of-way line of Amelia Island Parkway; thence South 41 degrees, 48 minutes, 04 seconds West, 44.96 feet to the point of curvature of a curve to the left; thence continue Southwesterly along the Northwesterly right-of-way line of said Amelia Island Parkway and along arc of a curve concave Southeasterly and having a radius of 840.0 feet, an arc distance of 538.49 feet, said arc being subtended by a chord bearing and distance of South 23 degrees, 26 minutes, 17 seconds West, 529.32 feet to the point of tangency of said curve; thence South 05 degrees, 04 minutes, 23 seconds West, along said Northwesterly right-of-way line, 282.72 feet; thence South 87 degrees, 01 minute, 27 seconds West, 85.93 feet to the POINT OF BEGINNING.

Consisting of 4.26 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 5-A:

BOOK 391 AC 88

A part of Section 14, and a part of the Subdivision of Section 15, as recorded in Plat Book "Y", Page 128, all in Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Begin at the intersection of the Westerly right of way line of Mary Street with the Southerly boundary line of said Section 14; thence North 00 degrees, 05 minutes, 47 seconds West, 109.48 feet to an intersection with the Easterly right of way line of the Amelia Island Parkway; thence North 42 degrees, 30 minutes, 03 seconds East along said Easterly right of way line 69.16 feet to the point of curve of a curve to the left, said curve having a radius of 873.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 429.92 feet, said curve having a chord bearing and distance of North 19 degrees, 10 minutes, 16 seconds East, 425.59 feet to the point of tangency of said curve; thence North 05 degrees, 04 minutes, 16 seconds East along said Easterly right of way line 420.60 feet to the point of curve of a curve to the right, said curve having a radius of 726.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 465.73 feet, said curve having a chord bearing and distance of North 23 degrees, 26 minutes, 10 seconds East to the point of tangency of said curve; thence North 41 degrees, 48 minutes, 04 seconds East along said Easterly right of way line 350.57 feet to the point of curve of a curve to the left, said curve having a radius of 973.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 747.59 feet, said curve having a chord bearing and distance of North 19 degrees, 48 minutes, 04 seconds East, 729.36 feet to the point of tangency of said curve; thence North 02 degrees, 11 minutes, 56 seconds West along said Easterly right of way line 400.39 feet to the point of curve of a curve to the right, said curve having a radius of 1326.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 382.01 feet, said curve having a chord bearing and distance of North 06 degrees, 03 minutes, 04 seconds East, 380.69 feet to the point of tangency of said curve; thence North 14 degrees, 18 minutes, 04 seconds East along said Easterly right of way line 235.09 feet to the point of curve of a curve to the left; said curve having a radius of 1323.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 422.03 feet, said curve having a chord bearing and distance of North 05 degrees, 09 minutes, 57 seconds East, 420.25 feet to the point of tangency of said curve; thence North 03 degrees, 58 minutes, 09 seconds West along said Easterly right of way line 149.15 feet to the point of curve of a curve to the right, said curve having a radius of 916.02 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 351.54 feet, said curve having a chord bearing and distance of North 07 degrees, 01 minute, 30 seconds East, 349.39 feet to the point of tangency of said curve; thence North 18 degrees, 01 minute, 09 seconds East along said Easterly right of way line 372.58 feet to the hereinafter referred to REFERENCE POINT A; thence North 83 degrees, 21 minutes, 43 seconds East; 727 feet more or less to the approximate mean high water line of Atlantic Ocean; thence Southerly along said approximate mean high water line of the Atlantic Ocean, 4669 feet more or less to an intersection with the Southerly line of said Section 14, thence South 88 degrees, 59 minutes, 04 seconds West along said Southerly line, 1786 feet, more or less to the Point of Beginning.

Consisting of 121 acres, more or less, but the quantity thereof is not guaranteed herein.

BOOK 391 PAGE 89

PARCEL 5-B:

**A part of Section 13, Township 2 North, Range 28 East, Nassau County, Florida,
more particularly described as follows:**

Commence at the hereinbefore described REFERENCE POINT A; thence North 18 degrees, 01 minute, 09 seconds East along the Easterly right-of-way line of the Amelia Island Parkway, 32.11 feet to the point of curve of a curve to the left, said curve having a radius of 973.50 feet; thence along the arc of said curve and along said Easterly right-of-way line an arc distance of 458.57 feet, said curve having a chord bearing and distance of North 04 degrees, 31 minutes, 28 seconds East, 454.34 feet to the point of tangency of said curve; thence North 08 degrees, 58 minutes, 13 seconds West along said Easterly right-of-way line 230.60 feet to the Point of Beginning; thence continue North 08 degrees, 58 minutes, 13 seconds West along said Easterly right-of-way line 128.71 feet to the Southeasterly right-of-way line of Amelia Avenue (hereinafter referred to REFERENCE POINT B); thence North 51 degrees, 55 minutes, 49 seconds East, 1000 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence Southerly along the said approximate mean high water line, 640 feet more or less; thence South 83 degrees, 21 minutes, 43 seconds West, 770 feet more or less to the Point of Beginning.

Consisting of 6.50 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 5-C:

BOOK 091 PAGE 90

A part of Section 13, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Commence at the hereinbefore described REFERENCE POINT B; thence North 08 degrees, 58 minutes, 13 seconds West along the Easterly right-of-way line of Amelia Island Parkway, 30.00 feet to an intersection with the Northwestern right of way line of Amelia Avenue for the Point of Beginning; thence continue North 08 degrees, 58 minutes, 13 seconds West along said Easterly right of way line 233.26 feet to the point of curve of a curve to the right, said curve having a radius of 3926.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 314.80 feet, said curve having a chord bearing and distance of North 06 degrees, 40 minutes, 24 seconds West, 314.72 feet to the point of tangency of said curve; thence North 04 degrees, 22 minutes, 36 seconds West along said Easterly right of way line 48.27 feet to the point of curve of a curve to the left, said curve having a radius of 973.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 407.78 feet, said curve having a chord bearing and distance of North 16 degrees, 22 minutes, 36 seconds West, 404.80 feet; thence North 28 degrees, 22 minutes, 36 seconds West along said Easterly right of way line 294.12 feet to the point of curve of a curve to the right, said curve having a radius of 726.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 431.11 feet, said curve having a chord bearing and distance of North 11 degrees, 22 minutes, 36 seconds West, 424.82 feet to the point of tangency of said curve; thence North 05 degrees, 37 minutes, 24 seconds East along said Easterly right of way line 235.96 feet to the point of curve of a curve to the left, said curve having a radius of 873.50 feet; thence along the arc of said curve and along said Easterly right of way line an arc distance of 426.87 feet, said curve having a chord bearing and distance of North 08 degrees, 22 minutes, 36 seconds West, 422.64 feet to the point of tangency of said curve; thence North 22 degrees, 22 minutes, 36 seconds West along said Easterly right of way line 146.52 feet to an intersection with the Southeasterly right of way line of Van Dyke Road (hereinafter referred to REFERENCE POINT C); thence North 76 degrees, 30 minutes, 42 seconds East along the Southeasterly right of way line of said Van Dyke Road, 1500 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence Southerly along said approximate mean high water line, 2180 feet more or less to an intersection with the Northwestern right of way line of said Amelia Avenue; thence South 51 degrees, 55 minutes, 49 seconds West, 1000 feet more or less to the Point of Beginning.

Consisting of 61 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 5-D:

BOOK 091 PAGE 91

A part of Section 13, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Commence at the hereinbefore described REFERENCE POINT C: thence North 22 degrees, 22 minutes, 36 seconds West along the Easterly right-of-way line of the Amelia Island Parkway, 31.43 feet to an intersection with the Southeasterly right-of-way line of State Road No. 105 (A1A), said Southeasterly right-of-way line being in a curve concave Northwesterly having a radius of 2914.79 feet; thence Northeasterly along the arc of said curve and along said Southeasterly right-of-way line an arc distance of 137.83 feet, said curve having a chord bearing and distance of North 55 degrees, 16 minutes, 29 seconds East, 137.82 feet to the Point of Beginning; thence continue along the arc of said curve and along said Southeasterly right-of-way line an arc distance of 1121.11 feet, said curve having a chord bearing and distance of North 42 degrees, 54 minutes, 05 seconds East, 1114.21 feet; thence South 84 degrees, 33 minutes, 00 seconds East, 690 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence Southerly along the approximate mean high water line 450 feet more or less to the Northwesterly right-of-way line of Van Dyke Road; thence South 76 degrees, 30 minutes, 42 seconds West along said Northwesterly right-of-way line 1400 feet more or less; thence North 36 degrees, 04 minutes, 47 seconds West, 22.71 feet to the Point of Beginning.

Consisting of 12.60 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 6:

BOOK 291 PAGE 92

A portion of Sections 12 and 13, Township 2 North, Range 28 East, Nassau County, Florida, together with a portion of Lot 18, Subdivision of Section 15, as recorded in Deed Book "Y", page 128 of the public records of said County, being more particularly described as follows:

Begin at the Northeast corner of Section 15, Township 2 North, Range 28 East, also being the Northeast corner of said Lot 18; thence South 51 degrees, 50 minutes, 34 seconds West, along the Northerly line of said Section 15 and the Northwesterly line of said Lot 18, 693.75 feet; thence South 19 degrees, 39 minutes, 24 seconds East, 589.54 feet; thence South 51 degrees, 58 minutes, 23 seconds West, 163.10 feet; thence South 38 degrees, 12 minutes, 00 seconds East, 100.20 feet to the Northwesterly right of way line of Amelia Avenue, (as now established); thence South 51 degrees, 58 minutes, 57 seconds West, along said Northwesterly right of way line, 207.05 feet; thence North 38 degrees, 12 minutes, 00 seconds West, 100.01 feet; thence South 51 degrees, 55 minutes, 49 seconds West, 50.00 feet; thence North 38 degrees, 13 minutes, 44 seconds West, parallel with the Southwesterly line of said Lot 18, 558.31 feet to an intersection with the Northwesterly line of said Lot 18 and the Northerly line of said Section 15; thence South 51 degrees, 50 minutes, 34 seconds West, 403.19 feet to the Easterly line of those lands described in Official Records Volume 77, page 344 of the public records of said county; thence North 22 degrees, 35 minutes, 28 seconds West along last said line, 890.75 feet; thence North 18 degrees, 12 minutes, 10 seconds West, continuing along last said line, 1097.52 feet to the Southeasterly right of way line of State Road No. 105 (A-1-A, a One Hundred foot right of way as now established); thence North 60 degrees, 41 minutes, 42 seconds East, along said Southeasterly right of way line, 1796.85 feet to the point of curvature of a curve to the left; thence Northeasterly along said Southeasterly right of way line, and along the arc of a curve concave Northwesterly and having a radius of 2914.79 feet, an arc distance of 91.55 feet, said arc being subtended by a chord bearing and distance of North 59 degrees, 44 minutes, 54 seconds East, 91.55 feet to an intersection with the Northwesterly right of way line of Amelia Island Parkway, (a 113.50 foot right of way, as now established); thence Southeasterly along said Westerly right of way line of Amelia Island Parkway, run the following six courses and distances: (1) South 22 degrees, 22 minutes, 38 seconds East, 158.18 feet to the point of curvature of a curve to the right, (2) Southerly along and around the arc of a curve concave Westward and having a radius of 760.0 feet, an arc distance of 371.41 feet, said arc being subtended by a chord bearing and distance of South 08 degrees, 22 minutes, 36 seconds East, 367.72 feet to the point of tangency of said curve; (3) South 05 degrees, 37 minutes, 24 seconds West, 235.96 feet to the point of curvature of a curve to the left, (4) Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 840.0 feet, an arc distance of 498.47 feet, said arc being subtended by a chord bearing and distance of South 11 degrees, 22 minutes, 36 seconds East, 491.18 feet to the point of tangency of said curve; thence South 28 degrees, 22 minutes, 36 seconds East, 294.12 feet to the point of curvature of a curve to the right; thence Southeasterly along and around the arc of a curve concave Westward and having a radius of 860.00 feet, an arc distance of 243.03 feet, said arc being subtended by a chord bearing and distance of South 20 degrees, 16 minutes, 52 seconds East, 242.22 feet to an intersection with the Northeasterly prolongation of the Northerly line of said Section 15; thence South 51 degrees, 50 minutes, 34 seconds West, along last said line, 40.30 feet to the POI OF BEGINNING.

Consisting of 80.643 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 7-A:

BOOK 391 PAGE 93

A portion of Sections 11 and 13, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Southeasterly right of way line of State Road No. 105 (A-1-A, a 100 foot right of way, as now established), with the line dividing Sections 12 and 13, said Township 2 North, Range 28 East; thence North 03 degrees, 08 minutes, 19 seconds West along said last line, 1295.72 feet to the line dividing said Sections 11 and 13; thence North 79 degrees, 23 minutes, 03 seconds East, along last said line, 126.58 feet to the Westerly line of those lands described and recorded in Deed Book 245, page 244 of the public records of said county; thence North 07 degrees, 10 minutes, 22 seconds East, along last said line, 695.09 feet to the intersection with the Northeasterly right of way line of Amelia Island Parkway, also being the Point of beginning; thence continue North 07 degrees, 10 minutes, 22 seconds East, along the Westerly line of said lands described in Deed Book 245, page 244, 561.92 feet; thence North 08 degrees, 37 minutes, 56 seconds East, 650.22 feet; thence North 23 degrees, 01 minutes, 27 seconds East, 1011.72 feet; thence North 05 degrees, 25 minutes, 57 seconds West, 90.00 feet to the Southerly line of those lands described and recorded in Official Records Book 2, page 439 of the public records of said county; thence North 84 degrees, 34 minutes, 03 seconds East, along last said line, 622.33 feet to the Southeast corner of said lands described in Official Records Book 2, page 435; thence South 07 degrees, 17 minutes, 51 seconds West, 592.82 feet to the Southwest corner of those lands described in Official Records Book 103, page 244 of the said public records; thence South 82 degrees, 43 minutes, 36 seconds East, along the Southerly line thereof, 149.67 feet to the East line of said Section 11; thence South 07 degrees, 28 minutes, 32 seconds West, along last said line, 978.01 feet to the Southwest corner of those lands described and recorded in Deed Book 222, page 27 of said public records; thence North 88 degrees, 45 minutes, 36 seconds East, along the Southerly line thereof, 277.42 feet to the Westerly right of way line of said State Road No. 105, (A-1-A); thence South 07 degrees, 26 minutes, 41 seconds West along said Westerly right of way line, 480.29 feet to the point of curvature of a curve to the right; thence continue Southerly along said Westerly right of way line and along the arc of a curve concave Northwesterly and having a radius of 2814.79 feet, an arc distance of 2427.59 feet, said arc being subtended by a chord bearing and distance of South 32 degrees, 09 minutes, 06 seconds West, 2353.05 feet, to an intersection with the Easterly right of line of Amelia Island Parkway; thence Northerly along said Easterly right of way line of Amelia Island Parkway; run the following six courses and distances: (1) North 22 degrees, 24 minutes, 33 seconds West, 193.80 feet to the point of curvature of a curve to the right, (2) along and around the arc of a curve concave Easterly and having a radius of 1150.0 feet, an arc distance of 599.15 feet, said arc being subtended by a chord bearing and distance of North 07 degrees, 36 minutes, 44 seconds West, 592.51 feet to the point of tangency of said curve, (3) North 07 degrees, 11 minutes, 04 seconds East, 304.11 feet to the point of curvature of a curve to the right; (4) along and around the arc of a curve concave Southeasterly and having a radius of 1250.0 feet an arc distance of 128.46 feet, said arc being subtended by a chord bearing and distance of North 10 degrees, 06 minutes, 19 seconds East, 128.40 feet to the point of reverse curvature of a curve leading to the left; (5) Northerly along and around the arc of a curve concave Westerly and having a radius of 1340.0 feet, an arc distance of 540.84 feet, said arc being subtended by a chord bearing and distance of North 01 degrees, 27 minutes, 48 seconds East, 537.18 feet to the point of compound curvature of a curve leading to the left; (6) Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 1040.0 feet, an arc distance of 27.99 feet, said arc being subtended by a chord bearing and distance of North 10 degrees, 54 minutes, 14 seconds West, 27.99 feet to the point of beginning. Containing 87.219 acres, more or less, but the quantity thereof is not guaranteed herein.

BOOK 891 PAGE 94

PARCEL B:

A portion of Section 11, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Southeasterly right of way line of State Road No. 105 (ALA), a 100 foot right of way as now established, with the line dividing Sections 12 and 13, said Township 2 North, Range 28 East; thence North 03 degrees 08 minutes 19 seconds West, along last said line, 1295.72 feet to the line dividing said Sections 11 and 13; thence North 79 degrees 23 minutes 03 seconds East, along last said line, 126.58 feet to the Westerly line of those lands described and recorded in Deed Book 245, Page 244 of the public records of said county; thence North 07 degrees 10 minutes 22 seconds East, 1257.01 feet to the POINT OF BEGINNING; thence North 08 degrees 37 minutes 56 seconds East, 650.22 feet; thence North 23 degrees 01 minute 27 seconds East, 1011.72 feet; thence North 05 degrees 25 minutes 57 seconds West, 90.00 feet to the Southerly line of those lands described in recorded in Official Records Volume 2, Page 439 of said public records; thence South 84 degrees 34 minutes 03 seconds West, 280.00 feet to the Westerly line of said lands described and recorded in Deed Book 245, Page 244; thence South 07 degrees 10 minutes 22 seconds West, along last said line, 1649.98 feet to the POINT OF BEGINNING.

Containing 3.96 acres, more or less.

PARCEL 7-B:

307K 091 XZ 95

A portion of Section 13, Township 2 North, Range 28 East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the Southeasterly right of way line of State Road No. 105 (A-1-A), a 100 foot right of way as now established, with the line dividing said Section 13 and Section 12, Township 2 North, Range 28 East; thence North 03 degrees, 08 minutes, 19 seconds West along said dividing line between Section 12 and 13, 111.50 feet to the Northwesternly right of way line of said State Road No. 105 (A-1-A), also being the Point of Beginning; thence continue North 03 degrees, 08 minutes, 19 seconds West, along said dividing line of said Sections 12 and 13, 1184.22 feet to an intersection with a line dividing said Section 13 and Section 11, Township 2 North, Range 28 East; thence North 79 degrees, 23 minutes, 03 seconds East, along last said line, 100.89 feet to the Westerly right of way line of Amelia Island Parkway; thence South 07 degrees, 11 minutes, 04 seconds West, along said Westerly right of way line, 290.52 feet to the point of curvature of a curve to the left; thence continue Southerly along said Westerly right of way line and along the arc of a curve concave Westerly and having a radius of 1240.00 feet, an arc distance of 640.47 feet, said arc being subtended by a chord bearing and distance of South 07 degrees, 36 minutes, 44 seconds East, 633.37 feet to the point of tangency of said curve; thence South 22 degrees, 24 minutes, 33 seconds East, continuing along said Westerly right of way line of Amelia Island Parkway, 207.78 feet to the Northwesternly right of way line of said State Road No. 105 (A-1-A); thence Southwesterly along said Northwesternly right of way line and along the arc of a curve concave Northwesternly and having a radius of 2814.79 feet, an arc distance of 103.85 feet, said arc being subtended by a chord bearing and distance of South 59 degrees, 33 minutes, 43 seconds West, 103.84 feet to the point of tangency of said curve; thence South 60 degrees, 37 minutes, 08 seconds West, continuing along said Northwesternly right of way line, 82.14 feet to the point of beginning.

Containing 1.88 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 8-A:

BOOK 091 PAGE 90

A parcel of land lying and being situate in Section 11, Township 2 North Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 2 North, Range 28 East, of said county; run thence South 84 degrees, 37 minutes, 05 seconds West along the Northerly boundary line of said Section 11, a distance of 154.0 feet to the Northeast corner of lands described in Official Records Volume 2, page 439 of the public records of said county; run thence South 07 degrees, 29 minutes, 18 seconds West along the East boundary of Official Records Volume 2, page 439, a distance of 260.0 feet to the Southeast corner of said lands described in Official Record: Volume 2, page 439; run thence South 84 degrees, 37 minutes, 05 seconds West along the Southerly boundary of said Official Records Volume 2, page 439, a distance of 902.26 feet to the Southeast corner of lands described in Official Records Volume 2, page 439; thence South 07 degrees, 13 minutes, 02 seconds West along the West line of lands described in Deed Book 245, page 244, a distance of 2056.04 feet to the point of beginning; run thence South 07 degrees, 13 minutes, 02 seconds West, a distance of 155.35 feet to the point of curvature of a curve concave Southwest and having a radius of 1040.0 feet; run thence Northwesterly along and around the arc of said curve, a distance of 847.38 feet to point of tangency of said curve, said curve being subtended by a chord which bears North 34 degrees, 57 minutes, 50 seconds West, 224. feet; thence North 58 degrees, 19 minutes, 10 seconds West, 649.53 feet to the point of the curve concave to the Northeast and having a radius of 953.02 feet; run thence Northwesterly along and around the arc of said curve, a distance of 854.73 feet, said curve being subtended by a chord which bears North 32 degrees, 37 minutes, 34 seconds West, 826.37 feet; run thence North 13 degrees, 30 minutes, 24 seconds East, 332.81 feet to the point of curvature of a curve concave to the Southwest and having a radius of 893.02 feet; run thence Southeasterly along and around the arc of said curve, 1119.49 feet to the point of tangency of said curve, said curve being subtended by a curve which bears South 22 degrees, 24 minutes, 23 seconds East, 1047.61 feet; thence South 58 degrees, 19 minutes, 10 seconds East, a distance of 649.53 feet to the point of curvature of a curve concave to the Southwest and having a radius of 1100.0 feet; run thence Southeasterly along and around the arc of said curve a distance of 749.31 feet, said curve being subtended by a chord which bears South 38 degrees, 48 minutes, 17 seconds East, 734.91 feet to the point of beginning.

Containing 3.28 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 2-B:

BOOK 091 PAGE 97

A parcel of land lying and being situate in Section 11, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 2 North, Range 28 East; thence run South 84 degrees, 37 minutes, 05 seconds West along the Northerly boundary of said Section 11, a distance of 154.0 feet to the Northeast corner of lands described in Official Records Volume 2, page 439 of the public records of said County; run thence South 07 degrees, 29 minutes, 18 seconds West along the East boundary of Official Records Volume 2, page 439, a distance of 260.0 feet to the Southeast corner of lands described in Official Records Volume 2, page 439; run thence South 84 degrees, 37 minutes, 05 seconds West along the Southerly boundary of said Official Records Volume 2, page 439, a distance of 902.28 feet to the Southeast corner of lands described in Official Records Volume 2, page 439; thence South 07 degrees, 13 minutes, 02 seconds West along the West line of the lands described in Deed Book 245, page 244, a distance of 2906.60 feet; thence South 79 degrees, 25 minutes, 16 seconds West, 25.64 feet to the point of beginning; thence continue South 79 degrees, 25 minutes, 16 seconds West, 63.47 feet; thence North 07 degrees, 13 minutes, 01 second East 386.66 feet to the point of curvature of a curve concave to the Southwest and having a radius of 900.0 feet; run thence Northwesterly along and around the arc of said curve, a distance of 550.50 feet, said curve being subtended by a chord which bears North 10 degrees, 18 minutes, 22 seconds West, 541.96 feet; thence North 54 degrees, 11 minutes, 49 seconds West, a distance of 1737.58 feet to a point on a curve concave to the Northwest and having a radius of 1812.95 feet; run thence Northeasterly along and around the arc of said curve, a distance of 121.04 feet; said curve being subtended by a chord which bears North 24 degrees, 13 minutes, 27 seconds East, 121.02 feet; thence North 65 degrees, 07 minutes, 47 seconds East; a distance of 133.25 feet to a point of curvature of a curve concave to the Northeast and having a radius of 1033.02 feet; run thence Southeasterly along and around the arc of said curve a distance of 603.23 feet to the point of tangency of said curve, said curve being subtended by a chord which bears South 41 degrees, 35 minutes, 26 seconds East, 549.69 feet; thence South 58 degrees, 19 minutes, 10 seconds East 649.53 feet to the point of curvature of a curve concave to the Southwest and having a radius of 960.0 feet; run thence Southeasterly along and around the arc of said curve, a distance of 728.52 feet, said curve being subtended by a chord which bears South 36 degrees, 34 minutes, 45 seconds East, 711.17 feet to a point of compound curvature of a curve concave to the Southwest and having a radius of 760.0 feet; run thence Southerly along and around the arc of said curve, a distance of 365.56 feet, said curve being subtended by a chord which bears South 01 degrees, 03 minutes, 34 seconds East, 362.04 feet to a point of reverse curvature of a curve concave to the Southeast and having a radius of 840.0 feet; run thence Southerly along and around the arc of said curve, a distance of 212.03 feet, said curve being subtended by a chord which bears South 05 degrees, 29 minutes, 20 seconds West, 211.47 feet to the point of reverse curvature of a curve concave to the Southwest and having a radius of 960.0 feet; run thence Southerly along and around the arc of said curve, a distance of 150.25 feet, said curve being subtended by a chord which bears South 02 degrees, 44 minutes, 28 seconds West, 150.09 feet to the point of tangency of said curve; thence run South 07 degrees, 13 minutes, 29 seconds West, a distance of 8.66 feet to the point of beginning.

Containing 6.57 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 9-A:

BOOK CIVIL 98

A portion of Section 13, Township 2 North, Range 28 East, Nassau County Florida, being more particularly described as follows:

Begin at the corner common to Sections 13 and 15, said Township 2 North Range 28 East; thence South 04 degrees, 24 minutes, 27 seconds East, along the line dividing said Sections 15 and 13, 803.14 feet to the Northwest corner of the right of way line of Amelia Avenue, (formerly Scott Road, a 29.7 foot right of way, as now established); thence North 52 degrees, 23 minutes, 16 seconds East, along said Northwesterly right of way line, 92.09 feet to the Westerly right of way line of Amelia Island Parkway, (a 113.5 foot right of way as now established); thence North 08 degrees, 58 minutes, 14 seconds West, along said Westerly right of way line, 287.31 feet to the point of curvature of a curve to the right; thence continue Northerly along said Westerly right of way line and along the arc of a curve concave Easterly and having a radius of 4040.0 feet, an arc distance of 323.90 feet, said arc being subtended by a chord bearing and distance of North 06 degrees, 40 minutes, 25 seconds West, 323.81 feet to the point of tangency of said curve; thence North 04 degrees, 22 minutes, 36 seconds West, continuing along the Westerly right of way line of said Amelia Island Parkway, 48.27 feet to the point of curvature of a curve to the left; thence continue Northerly along said Westerly right of way line and along the arc of a curve concave Westerly and having a radius of 860.0 feet, an arc distance of 117.21 feet, said arc being subtended by a chord bearing and distance of North 08 degrees, 16 minutes, 52 seconds West, 117.12 feet to an intersection with the Northeasterly prolongation of the Northerly line of said Section 15, Township 2 North Range 28 East; thence South 51 degrees, 50 minutes, 34 seconds West along said line, 40.30 feet to the point of beginning.

Containing 0.956 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 9-B:

BOOK 091 PAGE 99

A portion of Sections 13 and 14, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the corner common to Sections 13 and 15, Township 2 North, Range 28 East; thence South 04 degrees, 24 minutes, 27 seconds East, along the line dividing said Sections 13 and 15, 838.56 feet to the Southeasterly right of way line of Amelia Avenue, (formerly Scott Road, a 29.7 foot right of way as now established), also being the point of beginning; thence continue South 04 degrees, 24 minutes, 27 seconds East along last said line and along the line dividing Sections 14 and 15, Township 2 North, Range 28 East, 614.63 feet to an intersection with the Easterly prolongation of the Northerly line of Lot 16, Subdivision of Section 15, as recorded in Deed Book "Y", page 128 of the public records of said county; thence South 85 degrees, 00 minutes, 55 seconds West along last said line, 226.34 feet to the Northeastery corner of said Lot 16; thence South 04 degrees, 00 minutes, 41 seconds East, along the Easterly line of said Lot 16, 935.57 feet to the Northerly line of Tract 1, Summer Woods, as recorded in Plat Book 4, pages 33 and 34 of the public records of said county; thence North 85 degrees, 03 minutes, 35 seconds East along the Easterly prolongation of last said line, 40.86 feet to the Westerly right of way line of Amelia Island Parkway, (a 113.5 foot right of way, as now established); thence North 03 degrees, 58 minutes, 09 seconds West along said Westerly right of way line, 148.19 feet to the point of curvature of a curve to the right; thence Northeastery along said Westerly right of way line and along the arc of a curve concave Southeastery and having a radius of 1029.52 feet, an arc distance of 395.10 feet, said arc being subtended by a chord bearing and distance of North 07 degrees, 01 minutes, 30 seconds East, 392.68 feet to the point of tangency of said curve; thence North 18 degrees, 01 minutes, 09 seconds East, continuing along the Westerly right of way line of said Amelia Island Parkway; 404.69 feet to the point of curvature of a curve to the left; thence Northerly along said Westerly right of way line and along the arc of a curve concave Westerly and having a radius of 860.0 feet, an arc distance of 405.11 feet, said arc being subtended by a chord bearing and distance of North 04 degrees, 31 minutes, 27 seconds East, 401.37 feet to the point of tangency of said curve; thence North 03 degrees, 58 minutes, 14 seconds West, continuing along said Westerly right of way line of Amelia Island Parkway, 301.56 feet to the Southeasterly right of way line of Amelia Avenue; thence South 52 degrees, 23 minutes, 16 seconds West, along said Southeasterly right of way line, 95.30 feet to the point of beginning.

Containing 3.912 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 10-A:

A portion of Sections 6 and 7, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: BOOK 891 PAGE 100

Begin at the corner common to Sections 3, 5, 6 and 7, said Township 2 North, Range 28 East; thence South 89 degrees, 47 minutes, 51 seconds East, 362.87 feet; thence South 07 degrees, 10 minutes, 58 seconds West, 200.41 feet to the Northerly right of way line of Amelia Island Parkway; described as Parcel 3 and recorded in Official Records Book 163, page 266 of the public records of said county; thence South 83 degrees, 09 minutes, 16 seconds West, along said Northerly right of way line, 118.65 feet to the point of curvature of a curve to the right; thence Northwesterly along said Northerly right of way line and along the arc of a curve Northerly and having a radius of 760.0 feet, an arc distance of 628.50 feet, said arc being subtended by a chord bearing and distance of North 73 degrees, 09 minutes, 14 seconds West, 610.74 feet to the point of tangency of said curve; thence North 49 degrees, 27 minutes, 47 seconds West, 59.56 feet to an intersection with the Northerly line of said Section 6; thence South 89 degrees, 47 minutes, 51 seconds East, along last said line, 409.81 feet to the point of beginning.

Containing 2.93 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 10-B:

BOOK 891 PAGE 101

A portion of Sections 6 and 7, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the corner common to Sections 3, 5, 6 and 7, said Township 2 North, Range 28 East; thence South 89 degrees, 47 minutes, 51 seconds East, along the North line of said Section 7, 362.87 feet; thence South 07 degrees, 10 minutes, 58 seconds West, 282.87 feet to the Southerly right of way line of Amelia Island Parkway, described as Parcel 3 and recorded in Official Records Book 163, page 266 of the public records of said County; thence continue South 07 degrees, 10 minutes, 58 seconds West, 65.83 feet; thence South 85 degrees, 22 minutes, 25 seconds West, 20.08 feet to the point of curvature of a curve to the right; thence Northwesterly along and around the arc of a curve concave Northwesterly and having a radius of 1050.00 feet, an arc distance of 805.78 feet, said arc being subtended by a chord bearing and distance of North 72 degrees, 33 minutes, 29 seconds West, 786.15 feet to the point of tangency of said curve; thence North 50 degrees, 39 minutes, 25 seconds West, 183.63 feet to an intersection with the North line of said Section 6; thence South 89 degrees, 47 minutes, 51 seconds East, along last said line, 59.70 feet to the Southerly right of way line of said Amelia Island Parkway; thence South 49 degrees, 27 minutes, 46 seconds East, along said Southerly right of way line, 153.78 feet to the point of curvature of a curve to the left; thence southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 840.0 feet, an arc distance of 694.66 feet, said arc being subtended by a chord bearing and distance of South 73 degrees, 09 minutes, 14 seconds East, 675.03 feet to the point of tangency of said curve; thence North 83 degrees, 09 minutes, 18 seconds East, 98.67 feet to the point of beginning.

Containing 0.90 acres, more or less, but the quantity thereof is not guaranteed herein.

391 104

Westerly right of way line of Amelia Island Parkway, a distance of Eighty-one and Seventy-nine Hundredths (81.79) feet to the P.C. of a curve to the left having a radius of Five Hundred Forty (540.0) feet; thence around and along said curve and continuing along said Westerly right of way line, South Twenty (20) degrees, Thirty-three (33) minutes, Forty-seven (47) seconds East, One Hundred Seventy-three and Thirteen Hundredths (173.13) feet (chord bearing and distance) to the P.T. of said curve; thence South Twenty-nine (29) degrees, Forty-seven (47) minutes, Sixteen (16) seconds East and continuing along said Westerly right of way line, a distance of Two Hundred Five and Sixty-four Hundredths (205.64) feet to the P.C. of a curve to the right having a radius of Four Hundred Sixty (460.0) feet; thence around and along said curve and continuing along said Westerly right of way line, South Twenty-two (22) degrees, Forty-six (46) minutes, Nine (09) seconds East, One Hundred Twelve and Forty-one Hundredths (112.41) feet (chord bearing and distance) to the P.T. of said curve; thence South Fifteen (15) degrees, Forty-five (45) minutes, Three (03) seconds East and continuing along said Westerly right of way line, a distance of Two Hundred Thirty and Seventy-eight Hundredths (230.78) feet; thence South Eighty-nine (89) degrees, Forty-seven (47) minutes, Thirteen (13) seconds West, a distance of Sixty-two and Ninety-nine Hundredths (62.99) feet to a point situate in a curve concave Southwesterly and having a radius of Nine Hundred (900.0) feet; thence around and along said curve North Fifty-two (52) degrees, Fifteen (15) minutes, Forty-three (43) seconds West, One Thousand Fifteen and Sixty Hundredths (1015.60) feet, (chord bearing and distance) to the aforementioned curved Southerly right of way line of State Road No. 200 and the Northeast corner of those certain lands described in Official Records Book 197, page 124 of the said public records; thence around and along said curved Southerly right of way line of State Road No. 200, North Seventy-seven (77) degrees, Fifty (50) minutes, Twenty-nine (29) seconds East, Five Hundred Ninety-four and Twenty-seven Hundredths (594.27) feet, (chord bearing and distance) to the point of beginning.

PARCEL 10-C: 891 x 102

A portion of Section 7, Township 2 North, Range 28 East, Nassau County Florida, being more particularly described as follows:

Commence at the corner common to Sections 3, 5, 6 and 7, said Township 2 North, Range 28 East; thence South 89 degrees, 47 minutes, 51 seconds East, 366.77 feet to the Southwesterly right of way line of State Road No. 105; thence Southeasterly along said Southwesterly right of way line and along the arc of a curve concave Northeasterly and having a radius of 368.31 feet, an arc distance of 409.22 feet, said arc being subtended by a chord bearing and distance of South 56 degrees, 24 minutes 55 seconds East, 388.50 feet to the point of tangency of said curve; thence South 88 degrees, 15 minutes, 27 seconds East along said right of way line, 203.90 feet to the point of beginning; thence South 88 degrees, 14 minutes, 09 seconds East, along said Southwesterly right of way line of State Road No. 105-A, 255.09 feet; thence South 01 degree, 44 minutes, 57 seconds West, 50.05 feet; thence South 85 degrees, 22 minutes, 43 seconds West, 769.79 feet; thence North 07 degrees, 10 minutes, 58 seconds East, 68.26 feet to the Southerly right of way line of Amelia Island Parkway, described as Parcel 3 and recorded in Official Records Book 163, page 266 of the public records of said county; thence North 83 degrees, 09 minutes, 18 seconds East, along said Southerly right of way line, 273.43 feet to the point of curvature of a curve to the right; thence Easterly along and around the arc of a curve concave Southerly and having a radius of 3270.00 feet, an arc distance of 234 feet; said arc being subtended by a chord bearing and distance of North 85 degrees, 12 minutes, 40 seconds East, 234.64 feet to the point of beginning.

Containing 1.26 acres, more or less, but the quantity thereof is not guaranteed herein.

PARCEL 11-A:

BOOK 591 PAGE 113

A portion of Ocean Breeze Farms as recorded in Plat Book 2, page 19 of the public records of Nassau County, Florida; Commence at the intersection of the Westerly right of way line of Waley Road with the Southerly line of Lot 54 of said Ocean Breeze Farms, said point being the Point of Beginning; thence North 00 degrees, 15 minutes, 03 seconds West along said Westerly right of way line, 60.00 feet; thence South 89 degrees, 44 minutes, 57 seconds West to the point of a curve of a curve concave Northeastly and having a radius of 765.00 feet; thence along and around the arc of said curve 1468.70 feet, said curve having a bearing and distance of North 35 degrees, 15 minutes, 03 seconds West, 1253.31 feet to the point of tangency; thence North 19 degrees, 44 minutes, 57 seconds East, 400.00 feet to the point of a curve of a curve concave Westerly and having a radius of 710.00 feet; thence along and around the arc of said curve, 439.90 feet, said curve having a chord bearing and distance of North 01 degree, 59 minutes, 57 seconds East, 432.91 feet to the point of tangency of said curve; thence North 15 degrees, 45 minutes, 03 seconds West, 1174.14 feet to the point of a curve of a curve concave Southwesterly and having a radius of 460.00 feet; thence along and around the arc of said curve, 112.69 feet, said curve having a chord bearing and distance of North 22 degrees, 46 minutes, 09 seconds West, 112.41 feet to the point of tangency of said curve; thence North 29 degrees, 47 minutes, 16 seconds West, 205.64 feet to the point of curve of a curve concave Northeastly and having a radius of 540.00 feet; thence along and around the arc of said curve, 173.88 feet, said curve having a chord bearing and distance of North 20 degrees, 33 minutes, 47 seconds West, 173.13 feet to the point of tangency; thence North 11 degrees, 20 minutes, 18 seconds West, 81.79 feet to the intersection of the Southerly right of way line of State Road No. 200 (A-1-A), said point being in a curve concave Southeastly and having a radius of 22,858.31 feet; thence along and around the arc of said curve and Southerly right of way line, 595.30 feet, said curve having a chord bearing and distance of South 77 degrees, 51 minutes, 31 seconds West, 595.28 feet to the point of a curve of a curve concave Southwesterly and having a radius of 900.00 feet; thence Southeastly along and around the arc of said curve 1114.15 feet, said curve having a chord bearing and distance of South 51 degrees, 12 minutes, 56 seconds East, 1044.36 feet to the point of tangency of said curve; thence South 15 degrees, 45 minutes, 03 seconds East, 926.14 feet to the point of a curve of a curve concave Westerly and having a radius of 650.00 feet; thence along and around the arc of said curve, 402.73 feet, said curve having a chord bearing and distance of South 01 degree, 59 minutes, 57 seconds West, 396.32 feet to the point of tangency of said curve; thence South 19 degrees, 44 minutes, 57 seconds West, 400.00 feet to the point of a curve of a curve concave Northeastly and having a radius of 825.00 feet; thence along and around the arc of said curve 1187.21 feet, said curve having a chord bearing and distance of South 21 degrees, 28 minutes, 34 seconds East, 1087.39 feet to the intersection of a line bearing North 00 degrees, 15 minutes, 03 seconds West; thence South 00 degrees, 15 minutes, 03 seconds East, 93.55 feet to the Southerly line of aforesaid Lot 54; thence South 89 degrees, 44 minutes, 57 seconds West, 642.00 feet to the point of beginning.

Containing 8.57 acres, more or less, but the quantity thereof is not guaranteed herein.

EXCEPTING from the above described Parcel 11-A, the following:

A part of Ocean Breeze Farms, as recorded in Plat Book 2, page 19 of the public records of Nassau County, Florida, and being more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of State Road No. 200 (A-1-A), as presently established by the State Department of Transportation, said Southerly right of way line being a curve concave Southerly and having a radius of Twenty-two Thousand Eight Hundred Fifty-eight and Thirty-one Hundredths (22,858.31) feet with the Westerly right of way line of Amelia Island Parkway, (an Eighty (80.0) foot right of way as now established); thence South Eleven (11) degrees, Twenty (20) minutes, Eighteen (18) seconds East along said

PARCEL II-B:

BOOK 891 PAGE 165

A portion of Ocean Breeze Farms as recorded in Plat Book 2, Page 19 of the public records of Nassau County, Florida more particularly described as follows:

Commence at the intersection of the Westerly right of way line of Bailey Road with the Southerly line of Lot 54 of said Ocean Breeze Farms; thence North 00 degrees, 15 minutes, 03 seconds West, along said Westerly right of way line, 140.0 feet to the POINT OF BEGINNING; thence continue North 00 degrees, 15 minutes, 03 seconds West, 190.0 feet; thence South 89 degrees, 44 minutes, 57 seconds West, 642.0 feet to the intersection of a curve concave Northeasterly and having a radius of 625 feet; thence along and around the arc of said curve 789.47 feet, said curve having a chord bearing and distance of North 16 degrees, 26 minutes, 14 seconds West, 738.02 feet to the point of tangency of said curve; thence North 19 degrees, 44 minutes, 57 seconds East, 400.0 feet to the point of a curve of a curve concave Westerly and having a radius of 857 feet; thence along and around the arc of said curve, 526.65 feet, said curve having a chord bearing and distance of North 01 degree, 59 minutes, 57 seconds East, 518.27 feet to the point of tangency of said curve; thence North 15 degrees, 45 minutes, 03 seconds West, 926.14 feet; thence North 21 degrees, 36 minutes, 10 seconds West, 362.18 feet; thence North 00 degrees, 21 minutes, 53 seconds West, 450.77 feet to the intersection of the Southerly right of way line of State Road No. 200 (ALA); thence South 79 degrees, 12 minutes, 15 seconds West along said Southerly right of way line, 25.94 feet; thence South 00 degrees, 21 minutes, 53 seconds East along said Southerly right of way line, 36.14 feet; thence South 79 degrees, 12 minutes, 15 seconds West along said Southerly right of way line 12.68 feet to the point of a curve of a curve concave Southeasterly and having a radius of 22,858.31 feet; thence along and around the arc of said curve and Southerly right of way line, 175.26 feet; said curve having a chord bearing and distance of South 79 degrees, 01 minute, 29 seconds West, 175.26 feet, thence South 11 degrees, 20 minutes, 15 seconds East, 81.72 feet to the point of a curve of a curve Northeasterly and having a radius of 460 feet; thence along and around the arc of said curve, 148.12 feet; said curve having a chord bearing and distance of South 20 degrees, 33 minutes, 47 seconds East, 147.48 feet to the point of tangency of said curve; thence South 29 degrees, 47 minutes, 16 seconds East, 205.64 feet to the point of a curve of a curve concave Southwesterly and having a radius of 540 feet; thence along and around the arc of said curve 132.39 feet, said curve having a chord bearing and distance of South 22 degrees, 46 minutes, 09 seconds East, 131.96 feet to the point of tangency of said curve; thence South 15 degrees, 45 minutes, 03 seconds East, 1174.14 feet to the point of a curve of a curve concave Westerly and having a radius of 790.0 feet; thence along and around the arc of said curve, 489.48 feet, said curve having a chord bearing and distance of South 1 degree, 59 minutes, 57 seconds West, 481.69 feet to the point of tangency of said curve; thence South 19 degrees, 44 minutes, 57 seconds West, 400.0 feet to the point of a curve of a curve concave Northeasterly and having a radius of 685 feet; thence along and around the arc of said curve, 1315.11 feet, said curve having a chord bearing and distance of South 35 degrees, 15 minutes, 03 seconds East, 1122.24 feet to the point of tangency of said curve; thence South 89 degrees, 44 minutes, 57 seconds West 260.42 feet to the POINT OF BEGINNING.

Consisting of 7.96 acres, more or less, but the quantity thereof is not guaranteed herein.

BOOK 391 PAGE 109

EXHIBIT "D"

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 23, 24, 25, 26, 30, 32, 33, 45, 47, 54, 55, 57, 59, 62, 63, 64, 65, 66, 67, 69, 70, 71, 77, 87, 89, 95, 96 and 99, BEACWOOD VILLAGE, Unit 1 according to plat thereof recorded in Plat Book 4, Pages 25-27 of the Public Records of Nassau County, Florida.

Lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 112, 113, 114, 118, 119, 120, 121, 123, 124, 125, 126, 127, 136, 137, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150, BEACWOOD VILLAGE, Unit 2, according to plat thereof recorded in Plat Book 4, Pages 35 and 36 of the Public Records of Nassau County, Florida.

Lots 43, 44, 49 and 58, SEA MARSH VILLAGE, Unit 2 (Cedar Point), according to plat thereof recorded in Plat Book 4, Pages 16 and 17 of the Public Records of Nassau County, Florida.

Lots 1, 71 and 85, MARSH CREEK VILLAGE, Unit 1 according to plat thereof recorded in Plat Book 4, Pages 18 and 19 of the Public Records of Nassau County, Florida.

Lot 117, MARSH CREEK VILLAGE, Unit 2, according to plat thereof recorded in Plat Book 4, Pages 21 and 22 of the Public Records of Nassau County, Florida.

Lot 165, MARSH CREEK VILLAGE, Unit 2, according to plat thereof recorded in Plat Book 4, Page 24 of the Public Records of Nassau County, Florida.

Lots 176, 177, 178, 179, 183, 184, 185 and 186, MARSH CREEK VILLAGE, Unit 1-3, according to plat thereof recorded in Plat Book 4, Page 32 of the Public Records of Nassau County, Florida.

Lot 203, MARSH CREEK VILLAGE, Unit 4, according to plat thereof recorded in Plat Book 4, Page 39, of the Public Records of Nassau County, Florida.

Lots 7, 12, 16 and 27, BEACH WALKER VILLAGE, according to plat thereof recorded in Plat Book 4, Pages 14 and 15 of the Public Records of Nassau County, Florida.

Lots 72, 73 and 80, SEA MARSH VILLAGE, Unit 1-A, according to plat thereof recorded in Plat Book 4, Page 38 of the Public Records of Nassau County, Florida.

FILED AND RECORDED
IN OFFICE

835933

JUN 23 1983

NASSAU COUNTY, FLA
CLERK OF CIRCUIT COURT
T.J. GIBSON - CLERK

EXHIBIT F-193

JUN 13 1984

SUPPLEMENTARY DECLARATION

SUBJECTING ADDITIONAL PROPERTY TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA, AND
PROVISIONS FOR THE AMELIA ISLAND PLANTATION COMMUNITY
ASSOCIATION, INC., AS AMENDED

This Supplementary Declaration made this 12th day of
June, 1984, by Amelia Island Company, a Delaware
corporation, qualified to do business in Florida,
hereinafter referred to as the "Company".

WHEREAS, Article II, Section 2 (A) of the Amendment by
Restatement of the Declaration of Covenants and Restrictions
for Amelia Island Plantation, Nassau County, Florida, and
Provisions for the Amelia Island Plantation Community
Association, Inc., which is recorded in Official Records
Book 178, at page 249 of the public records of Nassau
County, Florida (hereinafter referred to as the
"Declaration"), provides that the Company has the right to
bring additional land within the plan and operation of the
Declaration without further consent of Amelia Island
Plantation Community Association, Inc., by filing a
supplementary declaration of covenants and restrictions with
respect to such additional property; and

WHEREAS, the Company desires to extend the operation of
the Declaration to the property hereinafter described;

NOW, THEREFORE, the Company declares that from and
after the date hereof the following described real
property, to wit:

HARRISON CREEK SUBDIVISION according to Plat
thereof recorded in Plat Book 5, page 36, of
the public records of Nassau County, Florida

is and shall be held, transferred, sold, conveyed, given,
donated, leased, occupied and used subject to the

restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Declaration as amended from time to time. The real property herein described shall, from the date of recording of this Supplemental Declaration, be subject to the Declaration as amended in the same manner and to the same extent as if such property had originally been described in the Declaration.

IN WITNESS WHEREOF, Amelia Island Company has executed this Supplemental Declaration through its duly authorized officers on the date first written above.

Witnesses:

Amelia Island Company

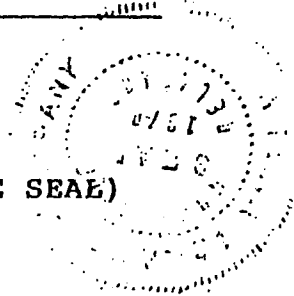
Lucy B. Strayhorn

By: [Signature]
Its President

Judith L. Wilson

8106044

(CORPORATE SEAL)



FILED AND

1984 JUN 13 PM 3:46

STATE OF FLORIDA)

COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 12th day of June, 1984, by James M. Rester, President of Amelia Island Company, a Delaware corporation, on behalf of the corporation.

Margaret Ann Wood
Notary Public State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 8, 1988
BONDED THROUGH GENERAL INS. UND.



BOOK 423 PAGE 326

DEC 12 1984

OFFICIAL RECORDS

BOOK 440 PAGE 233

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
SUBJECTING ADDITIONAL PROPERTY TO THE 1) DECLARATION
OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS
FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION,
INC., AS AMENDED, AND TO THE 2) DECLARATION OF RIGHTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS,
ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN
LANDS OF AMELIA ISLAND COMPANY (CLASS "A" COVENANTS)

This supplementary declaration made this 11th day of
December, 1984, by Amelia Island Company, a Delaware
corporation, qualified to do business in Florida, hereinafter
referred to as the "Company".

WHEREAS, Article II, Section 2(A) of the Amendment by
Restatement of the Declaration of Covenants and Restrictions for
Amelia Island Plantation, Nassau County, Florida, and Provisions
for the Amelia Island Plantation Community Association, Inc., As
Amended, which is recorded in the public records of Nassau
County, Florida, at Official Records Book 178, page 249, et seq.,
hereinafter referred to as the "Declaration" provides that the
Company has the right to subject additional land to the
Declaration without further consent of Amelia Island Plantation
Community Association, Inc., by filing a supplementary
declaration of covenants and restrictions with respect to such
additional property; and

WHEREAS, the Company desires to extend the operation and
effect of the Declaration to the property described in
Exhibit "A", attached hereto and made a part hereof by this
reference; and

WHEREAS, the Company desires to extend the operation and
effect of the Declaration to the property described in
Exhibit "A", attached hereto and made a part hereof by this
reference, to the Declaration of Rights, Restrictions,
Affirmative Obligations, Conditions, Etc., which constitute
covenants running with certain lands of Amelia Island Company,
known as The Class "A" Covenants of Amelia Island Plantation,
recorded in the public records of Nassau County, Florida, at
Official Records Book 122, page 338, et seq., as amended,
hereinafter referred to as the "Class A Covenants".

Frederic B.

NOW THEREFORE, the Company declares that from and after the date hereof the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Declaration, as amended from time to time, and to the Class "A" Covenants as amended from time to time. The real property described in Exhibit "A" hereof shall, from the date of recording of this Supplementary Declaration, be subject to the Declaration and the Class "A" Covenants as amended in the same manner and to the same extent as if such property had originally been described in the Declaration.

IN WITNESS WHEREOF, Amelia Island Company has executed this Supplemental Declaration through its duly authorized officers on the date first above written.

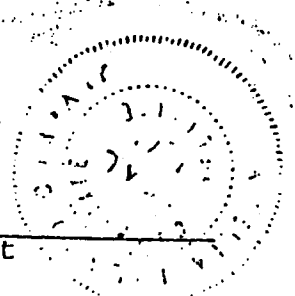
James M. Rester

AMELIA ISLAND COMPANY

By: [Signature]
Its President

Margaret Ann Wood

Attest: [Signature]
Its Assistant Secretary

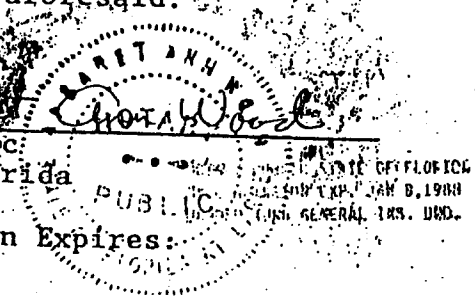


STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared James M. Rester and Ralph E. Simmons, to me well known and known to me to be the President and Assistant Secretary of AMELIA ISLAND COMPANY, a corporation under the laws of the State of Delaware, and known to me to be the persons who, as such officers of the corporation, executed the same; and then and there the officers named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 14th day of December, 1984, in the State and County aforesaid.

Margaret Ann Wood
Notary Public
State of Florida
My Commission Expires: _____



INSTR # 200339049
OR BK 01183 PG 0361

OFFICIAL RECORDS

EXHIBIT "A"

334 446 285

A part of Tract "A", American Beach, Section 3, Plat Book 2, Page 64 and a part of Section 20, Township 2 North, Range 28 East, both in Nassau County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of said Tract "A"; thence South 4°11'31" West, a distance of 37.39 feet; thence South 9°33'54" East, a distance of 12.59 feet to the most Northerly corner of Tract 7 as shown on the Plat of Sea Marsh Village Unit Two, Plat Book 4, Pages 16 and 17 of the Public Records of said County; thence South 83°16'41" West, along the Northerly line of said Tract 7, a distance of 1151.77 feet to its intersection with a curve concave Easterly and having a radius of 225 feet; thence around and along said curve an arc distance of 4.44 feet, said arc being subtended by a chord bearing and distance of North 31°17'45" East, 4.44 feet to the point of tangency of said curve; thence North 31°51'39" East, a distance of 71.51 feet to the point of curvature of a curve to the left, having a radius of 544.08 feet; thence around and along said curve, an arc distance of 292.36 feet said arc being subtended by a chord bearing and distance of North 16°28'01" East 288.86 feet to the point of reverse curvature of a curve having a radius of 386.49 feet; thence around and along said curve an arc distance of 91.70 feet, said arc being subtended by a chord bearing and distance of North 7°51'47" East 91.49 feet to the point of tangency of said curve; thence North 14°39'38" East, a distance of 76.38 feet to the point of curvature of a curve to the left, having a radius of 712.70 feet; thence around and along said curve an arc distance of 227.91 feet, said arc being subtended by a chord bearing and distance of North 5°29'57" East, 226.94 feet to the point of tangency of said curve; thence North 3°39'44" West, a distance of 55.04 feet; thence North 86°27'49" East, a distance of 523.56 feet to the Northwest corner of a cemetery; thence South 3°13'20" East, along the West line of said cemetery, a distance of 174.20 feet to the Southwest corner thereof; thence North 86°46'50" East, along the South line of said cemetery, a distance of 249.91 feet to the Southeast corner thereof; thence North 3°16'44" West, along the East line of said cemetery, a distance of 174.12 feet to the Northeast corner thereof; thence North 86°47'56" East, a distance of 235.25 feet to its intersection with the Westerly right of way line of State Road 105 (A-1-A) as established for a width of 200 feet, said Westerly right of way line being a curve concave Easterly and having a radius 5829.58 feet; thence around and along said curve an arc distance of 657.40 feet, said arc being subtended by a chord bearing and distance of South 1°46'09" East, 657.05 feet to the most Southerly line of said Tract "A"; thence South 84°45'28" West, along said Southerly line a distance of 54.83 feet to the POINT OF BEGINNING.

Containing 16.8955 acres, more or less.

Said lands being the same lands as those described in Official Records Book 253 Page 273 of said Public Records.

SUBJECT TO a 30 foot easement for ingress and egress across a portion of Section 20, Township 2 North, Range 28 East, lying South of and within 30.0 feet as measured at right angles to the following described line: BEGIN at the Northeasterly corner of the above described lands; thence South 84°45'28" West, 235.25 feet to the POINT OF TERMINATION. Bounded on the East by the Westerly right of way line of State Road 105 (A-1-A), bounded on the West by a line bearing South 03°16'44" East and passing through said POINT OF TERMINATION.

OFFICIAL RECORDS
EXHIBIT F-198
JOINDER AND CONSENT

BOOK 440 PAGE 236

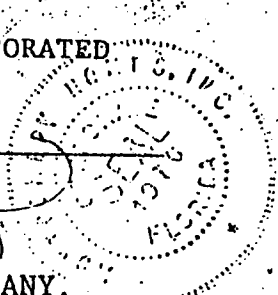
The undersigned, being the fee simple owners of the property described in Exhibit "A", by their duly authorized signatures below, do hereby consent to the Supplementary Declaration and further consent and agree that all terms and conditions contained in and referred to in the same shall become covenants, restrictions and obligations running with the land described in Exhibit "A".

Louise J. Pool

[Signature]

MONTGOMERY HOMES, INCORPORATED

By: Mitchell R. Montgomery
Its President

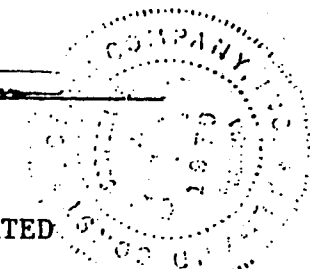


Louise J. Pool

[Signature]

ALMAND CONSTRUCTION COMPANY, INCORPORATED

By: [Signature]
Its President

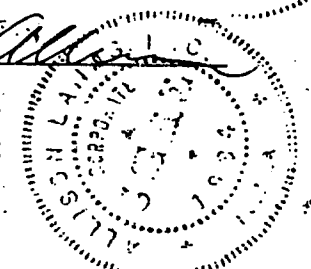


[Signature]

Margaret Ann Wood

ALLISON LANDS, INCORPORATED

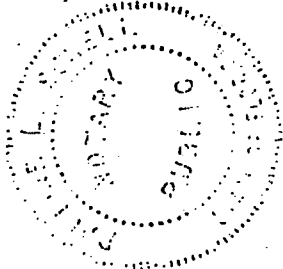
By: [Signature]
Its President



STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Mitchell R. Montgomery, to me well known and known to me to be the President of MONTGOMERY HOMES, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation; executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 5th day of December, 1984, in the State and County aforesaid.



Pauline S. Schell
Notary Public
State of Florida

My Commission Expires:

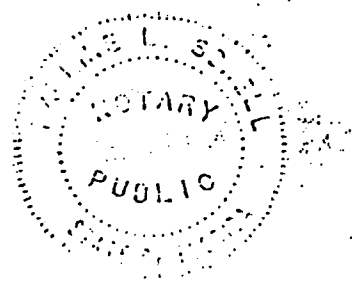
STATE OF Florida
COUNTY OF Duval

OFFICIAL RECORDS

BOOK 440 PAGE 237

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Amos F. Almand, III, to me well known and known to me to be the President of ALMAND CONSTRUCTION COMPANY, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation, executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 5th day of December, 1984, in the State and County aforesaid.



Pauline L. Adelle
Notary Public
State of

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 2, 1985
Lynchburg, Virginia

STATE OF Florida
COUNTY OF Nassau

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Robert Scott Allison, to me well known and known to me to be the President of ALLISON LANDS, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation, executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 11th day of December, 1984, in the State and County aforesaid.

8412524

FILED AND RECORDED

1984 DEC 12 AM 10:30

NASSAU COUNTY, FLA.
CLERK OF COUNTY COMMISSION

Margaret Ann Wood
Notary (Public)
State of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 8, 1988
BONDED THRU GENERAL INS. UMO

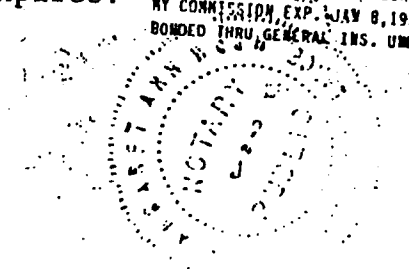


EXHIBIT F-200

OFFICIAL RECORDS

AUG 7 1985

200 663 663

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Dunes Club)

This Supplementary Declaration, dated August 7, 1985, 1985, is made by THE DUNES CLUB COMPANY, a general partnership (the "Developer"), and AMELIA ISLAND HOLDING COMPANY, a general partnership ("AIHC"), with respect to all of the real property described on Exhibit A attached hereto and made a part hereof (the "Dunes Club"), AMELIA ISLAND COMPANY, a Delaware corporation (the "Company"), and DUNES CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("DCCA")

W I T N E S S E T H :

WHEREAS, the Developer, AIHC, DCCA, and the Company desire to subject all of the real property within the Dunes Club to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197; as amended in Official Records Book 223, page 669; as amended in Official Records Book 252, page 140; and as further amended in Official Records Book 293, page 596, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Developer, AIHC, DCCA and the Company desire to subject certain portions of the real property within the Dunes Club to the terms and conditions of the Class "B" Multi-family Area Covenants recorded in Official Records Book 124, pages 230-241; as amended by instruments recorded in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the Public Records of Nassau County, Florida; ("Class B Covenants" and Commercial Use Covenants recorded Official Records Book 136, page 621; as amended in Official Records Book 137, page 153, all of the Public Records of Nassau County, Florida ("Commercial Use Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2 (A) thereof, and the Developer and AIHC have consented to the submission of the Dunes Club to the operation and effect of the AIPCA Covenants, and certain portions of the Dunes Club to the Class B Covenants and Commercial Use Covenants;

WHEREAS, certain portions of the Dunes Club property have been developed by the Developer pursuant to the terms and provisions of the Declaration of Condominium for Sea Dunes Condominium recorded in Official Records Book 424, page 1, of the Public Records of Nassau County, Florida, and the Declaration of Condominium for Turtle Dunes Condominium recorded in Official Records Book 452, page 111, of the Public Records of Nassau County, Florida, and the Developer has specifically reserved the right in said Declarations of Condominium to declare the condominium properties to the terms and provisions of the AIPCA Covenants and Class B Covenants;

WHEREAS, the Developer and DCCA have agreed to submit the Dunes Club and certain portions of the Dunes Club as to the Class B Covenants and the Commercial Use Covenants to the authority of the Amelia Island Plantation Community Association, Inc. ("AIPCA") as provided in the AIPCA Covenants, subject to certain conditions as more specifically set forth below.

RECORDED BY
M. J. ...
1985 AUG 7 10 45 AM
JACKSONVILLE, FLORIDA

Return to:

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting AIPCA contained herein each of which constitute conditions to the effectiveness of the obligations and agreements of the Developer and AIHC herein contained, the Developer and AIHC agrees as follows:

1. The Developer and AIHC hereby declare that the Dunes Club, and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, and this Supplementary Declaration.
2. The Developer and AIHC hereby declare that the real property described on Exhibit B attached hereto and made a part hereof and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens and all other matters as set forth in the Class B Covenants and this Supplementary Declaration and hereby declares that the real property described on Exhibit C attached hereto and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens and all other matters set forth in the Commercial Use Covenants and this Supplementary Declaration.
3. The Company hereby warrants and represents that it has the right to add additional properties to the operation and effect of the AIPCA Covenants, Class B Covenants and Commercial Use Covenants (the "Collective AIPCA Covenants") and that the addition of the Dunes Club to the operation and effect of the Collective AIPCA Covenants has been authorized by the Company in accordance with applicable law, and all other actions required to be taken to authorize such submission under the Company's Articles of Incorporation and Bylaws and the Collective AIPCA Covenants have been duly and regularly taken.
4. The Property owners within the Dunes Club shall automatically become Members of the Amelia Island Plantation Community Association, Inc, ("AIPCA") as such Members, are defined in the AIPCA Covenants, and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants which includes access over Beachwalker Road to the Dunes Club as described on Exhibit D, hereto. Further, the Dunes Club shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties" as such term is defined in Section 1 of Article 1 of the AIPCA Covenants so that for all intents and purposes, the Dunes Club shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants on the same basis as any other Properties as such term is defined in the AIPCA Covenants on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.
5. DCCA, by execution of this Agreement, hereby acknowledges and agrees that the terms and provisions of the Declaration of Covenants for the Dunes Club and provisions for the Dunes Club Community Association, Inc. dated May 13, 1983, recorded in Official Records Book 387, page 21, and the provisions of the Declaration of Rights, Restrictions, Condition, etc. constituting the Class "B" Covenants running with certain lands of the Dunes Club Company dated May 13, 1983,

recorded in Official Records Book 387, Page 55, and the Commercial Use Covenants dated May 13, 1983, recorded in Official Records Book 387, page 66, (collectively the "DCC Covenants") are hereinafter subordinated in right and privilege to the terms and provisions of the AIPCA Covenants, the Class B Covenants and the Commercial Use Covenants and to the extent of a conflict between the provisions of the Collective AIPCA Covenants and the Collective DCC Covenants as to the rights and privileges of AIPCA, the Collective AIPCA Covenants shall prevail. The Dunes Club Community Association, Inc. shall be entitled, however, to perform any maintenance or community services authorized pursuant to its Articles of Incorporation or Bylaws which are elected by its membership or Board of Directors, as may be required under the terms of the Collective DCC Covenants and as to which AIPCA declines to perform such maintenance or community services.

6. DCCA agrees that prior to implementing maintenance or community services requested by its members in accordance with the terms of the Collective DCC Covenants, which are in excess of those services presently provided by AIPCA within the existing Amelia Island Plantation and which AIPCA has declined to provide, DCCA will obtain the prior written consent of the Company to the implementation of such services, which consent will not be unreasonably withheld. The purpose of providing this right of consent to the Company is to insure that services to be provided by DCCA will not unreasonably interfere with the continued business operations of the Company within the Dunes Club from time to time. Notwithstanding the foregoing provisions, in the event that the AIPCA and DCCA shall elect to merge the associations in accordance with applicable law, so that AIPCA shall be the surviving entity, it is acknowledged that the provisions contained in this Section 6 shall not constitute any impediment to such merger and the provisions of this Section 6 shall automatically terminate upon the effectiveness of such merger.

7. The Company, in its capacity as the Company pursuant to the AIPCA Covenants, hereby partially assigns its rights as the "Company" set forth in the AIPCA Covenants to the Dunes Club Company as the Developer of the Dunes Club, specifically including the right to have property within the Dunes Club owned by the Developer assessed as Property owned by the "Company" as provided in Article V of the AIPCA Covenants. The Developer hereby assumes all of the rights and obligations associated with the status as the "Company" under the AIPCA Covenants but only as such rights and obligations relate to the Dunes Club.

8. The Association will provide Required Services, as such term is defined in Article VI, Section 3 of the AIPCA Covenants, to the Dunes Club on an equal basis as Required Services are provided to all other Properties which are subject or which may become subject, to the AIPCA Covenants. For purposes of this Supplementary Declaration, Required Services provided on an "equal basis" shall include, but not be limited to, Required Services of the same quality, quantity, and frequency as are provided to other Properties which are subject, or which may become subject, to the authority of the Association under the AIPCA covenants.

9. The Association will provide Authorized Services, as such term is defined in Article VI, Section 4 of the AIPCA Declaration, to the Dunes Club at the same level of service as Authorized Services are provided to all other Properties which are subject, or which may become subject, to the AIPCA Covenants. For purposes of this Supplementary Declaration, Authorized Services provided "at the same level" mean that the

Association shall consider the same factors and apply the same criteria, whether objective or subjective, as are considered and applied in providing Authorized Service to all other Properties which are subject, or may become subject, to the authority of the Association under the AIPCA Covenants.

10. Developer agrees that it will construct, at its expense, a suitable guard house and gate at the entrance to the Dunes Club intersecting Highway A1A prior to completion of the third phase of construction within the Dunes Club.

11. Developer agrees that prior to conveying any Common Properties to AIPCA encompassing the oceanfront dunes, such areas will be upgraded to a condition comparable to the then existing dune areas within the Amelia Island Plantation Community.


12. Notwithstanding the provisions of Sections 8 and 9 of this Supplementary Declaration, until such time as at least 250 units are constructed within the Dunes Club, AIPCA will not be required to expend funds for any purpose attributable to Required or Authorized Services within the Dunes Club, which are in excess of revenues generated by the AIPCA assessments within the Dunes Club. It is the intent of this Section that owners within the Dunes Club will not be charged by AIPCA for services which are not provided to the Dunes Club by AIPCA.


13. AIPCA and DCCA have previously agreed under a Management Agreement, confirmed herein, that AIPCA will provide maintenance on the 600 feet of dunes and beach areas in the Northeastern portion of the Dunes Club at the same level and nature of maintenance provided within the Amelia Island Plantation Community, subject to the obligations of owners within the Dunes Club to pay any special assessment charged by AIPCA for beach maintenance services. AIPCA and DCCA have also previously agreed that the area of beachfront to be maintained by AIPCA may be expanded to incorporate beach areas adjacent to future development areas within the Dunes Club, by the Developer or DCCA providing written notice to AIPCA of additional beach areas designated for such maintenance and provided owners of such properties shall become subject to fees and charges assessed under the terms of the AIPCA Covenants and this Supplementary Declaration including special assessments for beach maintenance and subject to the provisions of Section 11 of this Agreement. AIPCA and DCCA have also previously agreed that in the event AIPCA shall expend funds to rip-rap the beach areas controlled by AIPCA, it shall not be required to expend funds to rip-rap the beach front areas within the Dunes Club in an amount in excess of revenues generated by the special assessment received from unit owners within the Dunes Club for such purpose. The provisions of paragraphs 12 and 13 shall remain in effect until at least 250 units are constructed within the Dunes Club, at which time the provisions of Section 8 and 9 hereof will prevail and Sections 12 and 13 will terminate.

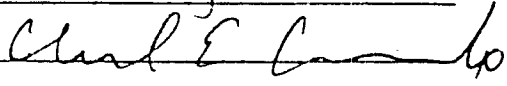
0000 405 007

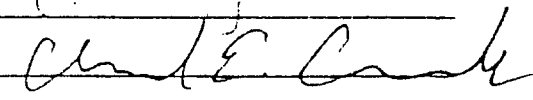
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:



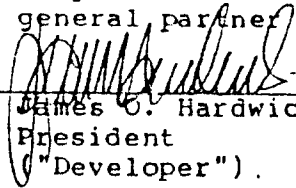

William R. Moore





THE DUNES CLUB COMPANY

By: Hardwick Development Corporation, managing general partner

By: 
James O. Hardwick
President
("Developer").

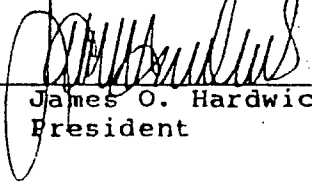
AMELIA ISLAND COMPANY

By: 

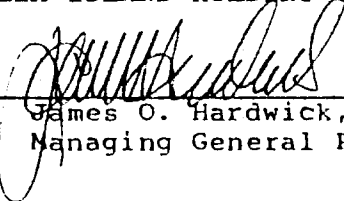
James M. Rester
Its President
("Company")

[Corporate Seal]

DUNES CLUB COMMUNITY ASSOCIATION, INC.

By: 
James O. Hardwick,
President

AMELIA ISLAND HOLDING COMPANY

By: 
James O. Hardwick,
Managing General Partner

85-408 668

STATE OF FLA)
COUNTY OF DUVAL)^{ss}

EXHIBIT F-205

The foregoing instrument was acknowledged before me this 5 day of Aug, 1985, by JAMES O. HARDWICK the PRESIDENT of HARDWICK DEVELOPMENT CORPORATION on behalf of the partnership.

Charles E. ...
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

STATE OF Florida)
COUNTY OF Nassau)^{ss}

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by James M. Rester the President of Abelia Island Company, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of Florida
at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 6, 1987
BONDED THROUGH GENERAL INS. UNCL.

STATE OF FLA.)
COUNTY OF DUVAL)^{ss}

The foregoing instrument was acknowledged before me this 5 day of Aug, 1985, by JAMES O. HARDWICK the PRESIDENT of DUNES CLUB COMMUNITY ASSOCIATION on behalf of the corporation.

Charles E. ...
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

STATE OF FLA)
COUNTY OF DUVAL)^{ss}

The foregoing instrument was acknowledged before me this 5 day of Aug, 1985, by JAMES O. HARDWICK the MANAGING GENL of ABELIA ISLAND HOLDING COMPANY on behalf of the partnership. PARTNER

Charles E. ...
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

RESIDUAL AIHC
(66 Acres Less Phases I and II)

EXHIBIT A TO SUPPLEMENTARY RESTATED COVENANTS

66 ACRE TRACT

300, 400, 669

PARCEL 1

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the westerly right-of-way line of Florida State Road No. 105 (A1A, a 200 foot right-of-way, as now established) with the northerly boundary of said Section 1; run thence S.19°33'10"E. along said right-of-way line, a distance of 323.72 feet; thence N.89°59'50"E. departing from said westerly right-of-way line, a distance of 212.24 feet to a point in the easterly right-of-way line of said Florida State Road No. 105; run thence S.19°33'10"E. along said easterly right-of-way line, a distance of 436 feet; thence continue S. 19°33'10"E. along said easterly right-of-way line, a distance of 2,690.95 feet to the Point of Beginning.

From the Point of Beginning thus described, return N.19°33'10"W. along said easterly right-of-way line, a distance of 2,690.95 feet; run thence N.77°32'20"E. departing from said easterly right-of-way line, a distance of 213.51 feet; thence N.84°20'42"E., a distance of 334.91 feet to the most southerly corner of a parcel of land designated as "Villa Parcel 30", as shown survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File No. S-1809; run thence N.83°29'50"E. along the southerly boundary of said "Villa Parcel 30" and its easterly prolongation, a distance of 578.44 feet to an intersection with the Coastal Construction Setback Line; thence continue N.83°29'50"E., a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence southerly along said mean high water line, a distance of 2,637 feet, more or less, to a line which bears N.82°42'00"E. from the Point of Beginning; run thence S.82°42'00"W., a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue S.82°42'00"W., a distance of 720.77 feet to the Point of Beginning.

ALSO DESCRIBED AS

All that certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida and further known and described as follows:

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, 29 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way, as now established), with the north line of said Section 1; thence S.19°33'10"E., along the westerly right-of-way line of said State Road No. 105, 323.72 feet; thence N.89°59'50"E., 212.24 feet, to the easterly right-of-way line of said State Road No. 105; thence S.19°33'10"E., along said easterly right-of-way line, 436.00 feet, to the northwesterly corner of those lands described and recorded in Official Records Book 306, page 267, of the public records of said County, also being the POINT OF BEGINNING; thence N.77°32'20"E., along the northerly line of said lands described in Official Records Book 306, page 267, 213.51 feet; thence N.84°24'24"E., continuing along last said line, 334.00 feet, to the more southerly corner of those lands known as Villa Parcel 30; thence N.83°29'50"E., continuing along the northerly line of said lands described in Official Records Book 306, page 267, 578.42 feet, to an intersection with the Coastal Construction Control Line; thence continue N.83°29'50"E., 121 feet, more or less, to the mean high water line of the Atlantic Ocean; thence southerly, along the mean high water line of the Atlantic Ocean, 2,630 feet, more or less, to an intersection with the southerly line of said lands, described in Official Records Book 306, page 267; thence S.82°42'00"W., along last said line, 144 feet, more or less, to an intersection with the Coastal Construction Control Line; thence continue S.82°42'00"W., along the southerly line of said lands described in Official Records Book 306, page 267, 721.03 feet, to the southwesterly corner of said lands; thence N.19°33'10"W., along the easterly right-of-way line of said State Road No. 105, 2,690.95 feet, to the POINT OF BEGINNING. TOGETHER WITH viewing easement number 2, as described and recorded in Official Records Book 334, page 314, of said public records.

Less and Except the lands conveyed from Amelia Island Holding Company to Long Point Development Company dated of even date herewith.

EXHIBIT B TO SUPPLEMENTARY RESTATED COVENANTS

CONDOMINIUM PROPERTY, BOUNDARY
PARCEL III - PHASE I

300 468 671

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (ALA, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South 19° 33' 10" East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North 89° 59' 50" East, 212.24 feet to the Easterly right-of-way line of said State Road No. 105; thence South 19° 33' 10" East, along said Easterly right-of-way line, 436.00 feet to the Northwesterly corner of those lands described and recorded in official records, Book 306, Page 267 of the records of said County; run thence North 77° 31' 20" East, along the Northerly line of said lands described in official records, Book 306, Page 267, 213.51 feet; thence North 44° 24' 24" East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 306; thence North 83° 29' 50" East, continue along the Northerly line of said lands described in official records, Book 306, Page 267, 119.4 feet to a point, in that certain design base line; run thence South 10° 13' 11" East, along said design base line, a distance of 672.16 feet to a point for Point of Beginning.

From the Point of Beginning thus described run North 52° 45' 00" East a distance of 98.90 feet to a point; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance 51.93 feet, to the point of reverse curvature of said curve the bearing of the aforementioned chord being South 39° 31' 52" East; run thence Southeasterly, along the arc of a curve, concaved Northeasterly, having a radius of 286.48 feet, a chord distance of 46.95 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 39° 01' 52" East; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance of 90.12 feet, to the point of compound curvature of said curve, the bearing of the aforementioned chord being South 34° 40' 52" East; run thence Southeasterly along the arc of a curve, concaved Southwesterly, having a radius of 60.00 feet, a chord distance of 46.98 to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 34' 52" East; run thence Southwesterly along the arc of a curve, concaved Southeasterly, having a radius of 75.00 feet, a chord distance of 45.15 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 50' 49" West; run thence Southeasterly, along the arc of a curve, concaved Southeasterly, having a radius of 75.00 feet, a chord distance of 23.37 feet, to the point of reverse curvature of the aforementioned curve, the bearing of the aforementioned chord being South 02° 50' 49" West.

run thence Southeasterly along the arc of a curve, concaved
Northeasterly having a radius of 176.29 feet, a chord distance of
79.97 feet, to a point, the bearing of the aforementioned chord
being South 09° 46' 40" East; run thence South 79° 46' 08" West a
distance of 41.00 feet to a point; run thence North 02° 13' 52"
West a distance of 308.29 feet to a point in the Easterly right-
of-way line of that certain access road (a 50 foot right of way);
run thence Northwesterly, along the arc of a curve and along the
Easterly right-of-way line of said access road, concaved
Southwesterly, (having a radius of 383.10 feet, a chord distance
of 142.10 feet, to a point, the bearing of the aforementioned
chord being North 02° 08' 36" West;) run thence North 52° 46' 08"
East a distance of 179.36 feet to the Point of Beginning.

BOOK 408 PAGE 673

Condominium Property, Boundary (Turtle Dunes Condominium)

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South $19^{\circ}33'10''$ East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North $89^{\circ}59'50''$ East, 212.24 feet to the Easterly right-of-way line said State Road No. 105; thence South $19^{\circ}33'10''$ East, along said Easterly right-of-way line, 436.0 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 306, Page 267, of the records of said County; run thence North $77^{\circ}32'20''$ East, along the Northerly line of said lands described in Official Records Book 306, Page 267, 213.51 feet; thence North $84^{\circ}24'24''$ East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North $83^{\circ}29'50''$ East, continue along the Northerly line said lands described in Official Records Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South $10^{\circ}13'11''$ East, along said design base line, a distance of 699.22 feet to a point, run thence South $79^{\circ}47'14''$ West, continuing along last said line, 3.00 feet to a point, in that certain design base line; run thence South $10^{\circ}19'04''$ East, along said design base line a distance of 757.49 feet to a point for the Point of Beginning.

From the Point of Beginning thus described run North $53^{\circ}46'08''$ East a distance of 32.81 feet to a point run thence North $79^{\circ}10'10''$ East a distance of 16.55 feet to a point; run thence South $35^{\circ}42'47''$ East a distance of 170.00 feet to a point; run thence South $13^{\circ}43'52''$ East a distance of 29.78 feet to a point; run thence South $8^{\circ}46'08''$ West a distance of 180.38 feet to a point; run thence South $74^{\circ}06'58''$ West a distance of 27.00 feet to a point; thence North $81^{\circ}13'52''$ West a distance of 195.62 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right-of-way); run thence North $24^{\circ}43'52''$ West along the Easterly right-of-way line of said access road a distance of 188.21 feet to a point; run thence North $53^{\circ}46'08''$ East a distance of 218.84 feet to the Point of Beginning.

EXHIBIT F-211
 POOL AND ACCESS EASEMENT REVISED

BOOK 408 ... 674

A portion of Section 6, Township 1 North Range 29 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the right-of-way line of State Road 105 (ALA, a 200 foot right-of-way as now established) with the North line of Section 1, Township 1 North, Range 28 East; thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road 105, a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet to the Easterly right-of-way line of said State Road 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 436.00 feet to the Northwesterly corner of those lands described and recorded in official records Book 306, Page 267, of the public records of said county; run thence North 77° 32' 20" East, along the Northerly line of said lands described in official records Book 306, Page 267, a distance of 213.51 feet; run thence North 84° 24' 24" East, continuing along last said line, a distance of 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; run thence North 83° 29' 50" East, continuing along the Northerly line described in official records Book 306, Page 267, a distance of 279.54 feet to a point, said point also lying in that certain design base line; run thence South 10° 13' 11" East, along said design base line, a distance of 699.22 feet to a point; run thence South 79° 47' 14" West a distance of 3.00 feet to a point; run thence South 10° 19' 04" East a distance of 252.52 feet to a point; run thence South 82° 13' 52" East a distance of 122.11 feet to a point; run thence North 79° 46' 08" East a distance of 41.00 feet; run thence South 42° 36' 19" East a distance of 33.01 feet to a point; run thence South 10° 49' 50" East a distance of 155.00 feet to a point for a Point of Beginning.

From the Point of Beginning thus described run North 10° 49' 50" West a distance of 155.00 feet to a point; run thence North 42° 36' 19" West a distance of 33.01 feet to a point; run thence North 79° 46' 08" East a distance of 10.38 feet to a point; run thence South 42° 36' 19" East a distance of 52.88 feet to a point; run thence North 79° 10' 10" East a distance of 270 feet, more or less, to the waters of the Atlantic Ocean; run thence Southerly, along said waters of the Atlantic Ocean, following the meanderings of same, a distance of 160 feet, more or less, to a point which bears North 79° 10' 10" East from the Point of Beginning; run thence South 79° 10' 10" West a distance of 245 feet, more or less, to the Point of Beginning.

CMN
 5/9/83

INSTR # 200339049
 OR BK 01183 PG 0376

THE HASKELL COMPANY

TENNIS COURT AND ACCESS EASEMENT

COMM 408 675

A parcel of land lying in Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the point of intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North boundary line of said Section 1 and run thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road No. 105 a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North 70° 26' 50" East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 43° 05' 20" East; run thence North 15° 43' 45" East, along said centerline, a distance of 270.00 feet to a point of curvature; run thence Northwesterly, along said centerline and along the arc of a curve, concaved Northwesterly, having a radius of 358.10 feet, a chord distance of 44.53 feet, to a point, the bearing of the aforementioned chord being North 12° 09' 56" East; run thence North 89° 13' 52" West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run Northeasterly along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly, having a radius of 333.10 feet, a chord distance of 15.00 feet to a point, the bearing of the aforementioned chord being North 07° 21' 35" East; run thence North 82° 13' 52" West a distance of 48.88 feet to a point; run thence North 04° 00' 00" East a distance of 7.11 feet to a point; run thence North 86° 00' 00" West a distance of 120.00 feet to a point; run thence South 04° 00' 00" West a distance of 120.00 feet to a point; run thence South 86° 00' 00" East a distance of 120.00 feet to a point; run thence North 04° 00' 00" East a distance of 82.83 feet to a point; run thence South 82° 13' 52" East a distance of 46.43 feet to a point in said Northwesterly right-of-way line; run thence Northeasterly, along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly having a radius of 333.10 feet, a chord distance of 15.00 feet to the Point of Beginning, the bearing of the aforementioned chord being North 09° 57' 45" East.

CMN
5/9/83

TENNIS COURT #2 AND EASE EASEMENT

676 676

A parcel of land lying in Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the point of intersection of the Westerly right-of-way line of State Road No. 105 (AlA, a 200 foot right-of-way as now established) with the North boundary line of said Section 1 and run thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road No. 105 a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North 70° 26' 50" East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 43° 05' 20" East; run thence North 15° 43' 45" East, along said centerline, a distance of 68.46 feet to a point; run thence North 74° 16' 15" West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run North 74° 16' 15" West a distance of 1.10 feet to a point; run thence North 86° 00' 00" West a distance of 120.00 feet to a point; run thence North 04° 00' 00" East a distance of 140.00 feet to a point; run thence South 86° 00' 00" East a distance of 120.00 feet to a point; run thence South 4° 00' 00" West a distance of 110.00 feet to a point; run thence South 74° 16' 15" East a distance of 7.20 feet to a point on the said Northwesterly right-of-way line; run thence South 15° 43' 45" West along said Northwesterly right-of-way line a distance of 29.37 feet to the Point of Beginning.

The above described land containing 0.389 acres, more or less.

TEW/kmb
1/27/84

EXHIBIT D

April-21, 1983

BEACH WALKER ACCESS ROAD

BOOK 463 PAGE 677

Parcel "A" (Beach Lagoon Road), Parcel "B" (Beach Walker Road), and Parcel "C" (Beach Walker Road), all as shown on the Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of Nassau County, Florida, together with a portion of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as lying 30 feet on each side of the following described centerline: COMMENCE at the Southeast corner of Lot 15, Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of said County, said point lying in the Westerly right-of-way line of Beach Walker Road, Parcel "B" (a 50 foot private road), said point lying in a curve, said curve being concave Southeasterly and having a radius of 375 feet; thence Southwesterly along and with the arc of said curve, an arc distance of 152.52 feet, said arc being subtended by a chord bearing of South 17°02'08" West, and a chord distance of 151.47 feet to the most Southerly boundary of said Beach Walker Village; thence South 84°36'05" East, along the most Southerly boundary of Beach Walker Village, a distance of 25.0 feet to the centerline of said Beach Walker Road and the POINT OF BEGINNING, said point lying in a curve concave to the Northeast and having a radius of 185.0 feet. From the POINT OF BEGINNING thence run Southeasterly along and with the arc of a curve, an arc distance of 206.65 feet, said arc being subtended by a chord bearing of South 26°36'05" East and a chord distance of 196.07 feet to the point of tangency of said curve; thence on a tangent bearing of South 58°36'05" East, a distance of 163.66 feet to the point of curve of a curve to the right, said curve being concave Southwesterly and having a radius of 211.22 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 108.75 feet, said arc being subtended by a chord bearing of South 43°51'05" East, and a chord distance of 107.55 feet to a point of compound curvature of a curve to the right, said curve being concave Southwesterly and having a radius of 175.0 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 113.01 feet, said arc being subtended by a chord bearing of South 10°36'05" East and a chord distance of 110.06 feet, to the point of tangency of said curve; thence on a tangent bearing of South 07°53'55" West, a distance of 23.60 feet to the Northerly line of those lands described and recorded in Official Records Volume 306, Page 267, of said Public Records, also being the POINT OF TERMINATION.

• 8508338

FILED AUG 7 1985

1985 AUG -7 PM 2:58

NASSAU COUNTY, FLA.
CLERK OF COUNTY

OFFICIAL RECORDS

NOV 14 1985

EXHIBIT F-215

SEC. 473 ... 407

1-45.00

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
(Long Point)

This Supplementary Declaration, dated October 31, 1985, is made by LONG POINT DEVELOPMENT COMPANY, a Florida corporation (the "Developer") and AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit B attached hereto and made a part hereof by reference ("Long Point I");

W I T N E S S E T H :

WHEREAS, the Developer (a 100% wholly owned subsidiary of the Company) and the Company desire to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Developer and the Company desire to subject all of Long Point I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page

FILED BY: M. J. LOTZIN, ESQ.
1000 INDEPENDENT SQUARE
PENSACOLA, FL 32502

338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof, and the Developer has consented to the submission of the Property and Long Point I to the operation and effect of the AIPCA Covenants and Class A Covenants, respectively;

WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Long Point I (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Developer and the Company agree as follows:

INSTR # 200339049
DR BK 01193 PG 0381

1. The Developer and the Company hereby declare that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein.

2. The Developer and the Company hereby declare that Long Point I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Long Point I shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Long Point I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Long Point I shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(a) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto the Company acknowledges that Long Point Development Company is a 100% wholly owned subsidiary of the Company.

but all rights and obligations in the AIPCA Covenants shall be the rights and obligations of the Company until such time as the Company may assign those rights and obligations.

5. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Long Point I, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

(A) Long Point Development Company is a 100% wholly owned subsidiary of the Company and shall be included within the definition of the "Company" as referenced in the Class A Covenants;

(B) All plans submitted to the Architectural Review Board shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(C) Part I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 450 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Part I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(D) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Long Point I;

(E) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Long Point I;

(F) Part III, paragraph 1. of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Long Point I. That portion of any marshfront lot within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(G) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as a continuous strip of land with an average depth of thirty (30) feet on each lot measured landward of the established Development Line. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Developer;

(H) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(I) Amelia Island Plantation shall include Long Point I.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

LONG POINT DEVELOPMENT COMPANY,
a Florida corporation

Roberta D. Ferguson
Alice E. Johnson

By: [Signature]
James M. Rester, President.
("Developer")
[Corporate Seal]

AMELIA ISLAND COMPANY

Roberta D. Ferguson
Alice E. Johnson

By: [Signature]
James M. Rester, President
("Company")
[Corporate Seal]

STATE OF FLORIDA)
)ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by James M. Rester, the President of Long Point Development Company, on behalf of the corporation.

Alice E. Johnson
Notary Public, State
of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires July 15, 1988

STATE OF FLORIDA)
)ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by James M. Rester, the President of Amelia Island Company, on behalf of the corporation.

Alice E. Johnson
Notary Public, State of
Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires July 15, 1988

270 413

EXHIBIT "A" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

A part of Sections 38 and 39, Township 1 North, Range 29 East and part of Sections 1 and 42 and all of Sections 43 and 44, Township 1 North, Range 28 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way with the Northerly line of Unsurveyed Section 1, Township 1 North, Range 28 East of said County; thence South $19^{\circ} 33' 10''$ East, along said Westerly Right of Way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, continue South $19^{\circ} 33' 10''$ East, along said Westerly Right of Way line, a distance of 4799.97 feet to a point of curve of a curve concave Northwesterly having a radius of 3337.75 feet; thence Southwesterly, along the arc of said curve an arc distance of 2363 feet, more or less, to its intersection with the division line of the Uplands and Marshlands, said division line also being the same as the Mean High Water line of Nassau Sound and South Amelia River; thence Northerly, Northeasterly, Easterly, Southeasterly, Southerly, Southwesterly, Westerly and Northwesterly, along said Mean High Water line, a distance of 35,672 feet, more or less, to its intersection with a line bearing South $89^{\circ} 59' 50''$ West from the point of beginning; thence North $89^{\circ} 59' 50''$ East, a distance of 169 feet, more or less, to the point of beginning.

Work Order No. 885-1062

File: 85D-1165

Parcel 16

A part of Section 1, Township 1 North, Range 28 East, and a part of Section 6, Township 1 North, Range 29 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South $19^{\circ} 33' 10''$ East, along said Westerly right of way line, a distance of 323.72 feet; thence North $89^{\circ} 59' 50''$ East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South $19^{\circ} 33' 10''$ East along said Easterly right of way line, a distance of 436.00 feet; thence North $77^{\circ} 32' 20''$ East departing from said Easterly right of way line, 213.51 feet; thence North $84^{\circ} 24' 24''$ East, 334.00 feet; thence North $83^{\circ} 29' 50''$ East, 411.63 feet to the point of beginning for this description.

From the point of beginning thus described continue North $83^{\circ} 29' 50''$ East, 135.03 feet; thence South $08^{\circ} 45' 27''$ East, 92.68 feet; thence South $09^{\circ} 32' 09''$ East, 259.73 feet; thence South $02^{\circ} 55' 14''$ East, 347.22 feet to a point on the (New) Department of Natural Resources Coastal Construction Setback line; thence South $80^{\circ} 27' 51''$ West departing from said Setback line, 45.00 feet; thence North $19^{\circ} 30' 05''$ West, 348.70 feet; thence North $07^{\circ} 40' 12''$ West, 361.22 feet to the point of beginning, containing 1.896 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 16 Green (running Westerly from the North boundary of the parcel herein described, generally parallel with the reference line herein described), to the aforesaid Easterly boundary of State Road No. 105, (at Number 13 Tee).

278 514

EXHIBIT "A-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 13

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. ALA) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 436.00 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1316.98 feet; thence North 70° 26' 50" East departing from said Easterly right of way line, a distance of 74.51 feet to the point of curvature of a curve leading to the left being concave Northwest and having a radius of 175.00 feet; thence 65.38 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 59° 44' 40" East, 65.00 feet; thence North 05° 17' 34" West, 177.72 feet; thence North 00° 52' 04" East, 134.08 feet; thence North 12° 03' 06" West, 156.91 feet; thence North 26° 31' 01" West, 200.00 feet; thence North 31° 55' 00" West, 657.68 feet; thence South 77° 32' 20" West, 85.00 feet to the point of beginning, containing 5.487 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 13 Green (across an entrance right of way) to Number 14 Tee; subject to a 50 foot wide ingress and egress (access) easement being the North 50 feet of the parcel herein described. Said easement for the joint use of The Amelia Island Holding Company, and Amelia Island Company. Also subject to a 50 foot wide landscape easement being the South 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

EXHIBIT "A-2" TO SUPPLEMENTARY
 RESTATED DECLARATION OF COVENANTS
 AND RESTRICTIONS FOR AMELIA ISLAND
 PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 14

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. AIA) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 1846.98 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1203.22 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 276.29 feet; thence North 07° 18' 00" West, 55.00 feet; thence North 22° 55' 16" West, 368.78 feet; thence North 18° 02' 03" West, 443.97 feet; thence South 65° 16' 08" West, 82.76 feet; thence North 36° 40' 32" West, 422.34 feet; thence South 70° 26' 50" West, 65.00 feet to the Point of Beginning, containing 6.275 acres more or less, together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 14 Green (between 2 Southerly buildings) to Number 15 Tee. Also subject to a 50 foot wide landscape easement being the North 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

Work Order No. 885-1062

File: 85D-1165

Parcel 15

A part of Section 6, Township 1 North, Range 29 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. AIA) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 3,126.95 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 621.70 feet to a point on the (new) Department of Natural Resources Coastal Construction Setback line; thence North 11° 00' 37" West along said Setback line, 133.00 feet to the point of beginning for this description.

From the point of beginning thus described continue North 11° 00' 37" West along said Setback line, 396.52 feet to an angle point therein; thence North 10° 59' 36" West along said Setback line, 352.45 feet; thence South 79° 00' 24" West, departing from said Coastal Construction Setback line, 102.00 feet; thence South 08° 46' 08" West, 120.00 feet; thence South 05° 00' 02" East, 134.28 feet; thence South 25° 32' 29" East, 384.85 feet; thence South 15° 46' 26" East, 82.21 feet; thence South 11° 00' 37" East, 48.08 feet; thence North 78° 59' 23" East, 53.17 feet to the point of beginning, containing 1.867 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 15 Green (running Northerly, generally parallel with the aforesaid Coastal Construction Setback line) to Number 16 Tee.

EXHIBIT "B" TO SUPPLEMENTARY
 RESTATED DECLARATION OF COVENANTS
 AND RESTRICTIONS FOR AMELIA ISLAND
 PLANTATION, NASSAU COUNTY, FLORIDA

INSTR # 200339049
 OR BK 01103 PG 0309

Tract 1

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows:
 For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 2174.12 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 110.00 feet; thence departing from said right of way line run 39.27 feet along the arc of a curve to the left, said curve being concave Southwesterly and having a radius of 25.00 feet, said arc being subtended by a chord which bears North 64° 33' 10" West, 35.36 feet; thence South 70° 26' 50" West, 10.46 feet to the point of curvature of a curve leading to the right, being concave Northwesterly and having a radius of 160.00 feet; thence 270.44 feet along the arc of said curve to a point of reverse curve leading to the left, being concave Southwesterly and having a radius of 45.32 feet, said arc being subtended by a chord which bears North 61° 07' 48" West, 239.38 feet; thence run 17.24 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 23° 36' 14" West, 17.14 feet; thence run North 34° 30' 02" West, 117.85 feet to the point of curvature of a curve leading to the left, being concave Southwesterly and having a radius of 318.74 feet; thence run 126.28 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Northwesterly and having a radius of 282.51 feet, said arc being subtended by a chord which bears North 45° 51' 02" West, 125.45 feet; thence run 67.33 feet along the arc of said reverse curve to a point on the curve, said arc being subtended by a chord which bears North 50° 22' 22" West, 67.17 feet; thence South 46° 27' 18" West, 115.00 feet; thence South 13° 32' 42" East, 25.00 feet; thence South 53° 27' 18" West, 295.00 feet; thence North 76° 38' 21" West, 98.7 feet, more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Northerly and Northwesterly along said Mean High Water Line, 3.631 feet, more or less, to a point thereon; thence run Easterly and Southwesterly along said Mean High Water Line, 3.139 feet, more or less, to a point thereon; thence South 18° 56' 01" East, departing from said Mean High Water Line, and 108.4 feet, more or less, to a point of reverse curve, leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence 18.69 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 56' 26" East, 18.26 feet; thence South 76° 21' 26" East, 10.86 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 170.37 feet; thence 67.90 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 64° 56' 26" East, 67.45 feet; thence South 53° 31' 25" East, 37.82 feet to the point of curvature of a curve leading to the left being concave Northwesterly and having a radius of 210.00 feet; thence run 119.80 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 62° 00' East, 118.18 feet; thence South 86° 12' 35" East, 62.52 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 230.00 feet; thence run 250.81 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 58' 12" East, 238.57 feet; thence South 23° 43' 49" East, 72.45 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 103.14 feet; thence run 60.20 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 43° 15' 42" East, 92.08 feet; thence South 29° 20' 52" East, 49.42 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 222.51 feet; thence run 108.17 feet along the arc of said curve to a point of reverse curve of a curve leading to the right, being concave Southwesterly and having a radius of 378.74 feet, said arc being subtended by a chord which bears South 43° 16' 27" East, 107.10 feet; thence run 150.06 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 45° 51' 02" East, 149.07 feet; thence South 34° 30' 02" East, 117.85 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 105.32 feet; thence run 40.06 feet along the arc of said curve to a point of reverse curve of a curve leading to the left, being concave Northwesterly and having a radius of 100.00 feet, said arc being subtended by a chord which bears South 23° 36' 14" East, 39.82 feet; thence run 169.03 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 61° 07' 48" East, 149.61 feet; thence North 70° 26' 50" East, 10.46 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence run 39.27 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 25° 26' 50" East, 35.36 feet.

EXHIBIT "B-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Tract 2

A part of Section 1, 43 and 44, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows:
For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1 Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 3,773.33 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 175.24 feet; thence departing from said right of way line, run 40.57 feet along the arc of a curve leading to the left, being concave Southwesterly and having a radius of 25.00 feet, said arc being subtended by a chord which bears North 66° 02' 21" West, 36.26 feet; thence South 67° 28' 27" West 498.89 feet to the point of curvature of a curve leading to the left, being concave Southeasterly and having a radius of 291.13 feet; thence 107.41 feet along the arc of said curve to a point of compound curvature continuing to the left, being concave Southeasterly and having a radius of 410.00 feet, said arc being subtended by a chord which bears South 56° 54' 15" West, 106.81 feet; thence 100.25 feet along the arc of said compound curve to a point on the curve, said arc being subtended by a chord which bears South 39° 19' 46" West, 100.00 feet; thence South 58° 54' 05" East, 250.00 feet; thence South 30° 27' 58" West, 97.45 feet; thence South 10° 46' 57" West, 144.49 feet; thence South 04° 48' 56" East, 450.00 feet; thence South 03° 10' 59" East, 650.00 feet; thence South 48° 07' 41" West, 115.65 feet; thence South 05° 23' 10" East, 171.00 feet; thence North 87° 06' 28" West, 320.00 feet; thence South 82° 52' 01" West, 395.00 feet; thence South 70° 39' 32" West, 282.06 feet; thence North 87° 16' 08" West, 624.42 feet; thence South 78° 40' 43" West, 195.00 feet; thence North 43° 36' 33" West, 138.48 feet; thence North 62° 50' 16" West, 60.00 feet to the point of curvature of a curve leading to the right, being concave Southeasterly and having a radius of 315.67 feet; thence 273.60 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 51° 59' 34" East, 265.12 feet; thence North 26° 56' 50" West, 245.22 feet; thence North 04° 56' 13" East, 387.1 feet; more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Southeasterly, Northerly, Westerly, Easterly, and Northeasterly along said Mean High Water Line, 4,702 feet, more or less, to a point thereon; thence South 54° 06' 25" East, departing from said Mean High Water Line, 105.4 feet, more or less, to a point; thence South 02° 14' 46" East, 470.00 feet; thence South 76° 01' 41" East, 104.14 feet; thence South 02° 14' 46" East, 250.00 feet; thence South 24° 48' 15" East, 113.31 feet; thence South 69° 09' 56" West, 199.76 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 892.35 feet; thence 206.04 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 18° 11' 22" East, 205.58 feet; thence South 11° 34' 30" East, 408.66 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 328.53 feet; thence 435.65 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 49° 33' 50" East, 404.42 feet; thence South 87° 33' 10" East, 88.79 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence 35.81 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Southeasterly and having a radius of 470.00 feet, said arc being subtended by a chord which bears North 51° 24' 10" East, 32.83 feet; thence 295.11 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 28° 20' 47" East, 290.29 feet; thence North 46° 20' 03" East, 191.64 feet to the point of curvature of a curve leading to the right, being concave Southeasterly and having a radius of 290.00 feet; thence 107.00 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears North 56° 54' 15" East, 106.39 feet; thence North 67° 28' 27" East, 351.29 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence 37.97 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 23° 57' 39" East, 34.43 feet.

72
63
52
88

MAY 16 1988

BK0543PG0394 Draft 02/23/88

OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Sound Point)

This Supplementary Declaration, dated April 28, 1988, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Sound Point");

W I T N E S S E T H :

WHEREAS, all of Sound Point is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Units of Sound Point (Lots 1 through 12 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official

OFFICIAL RECORDS

Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Units of Sound Point (Lots 13 through 36 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Townhouse Property")) to the terms and conditions of the Class "B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Sound Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the

INSTR # 200339049
OR BK 01183 PG 0392

OFFICIAL RECORDS

Public Records of Nassau County, Florida, the property owners within Sound Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, Sound Point constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Sound Point constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Sound Point and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to Sound Point, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

OFFICIAL RECORDS

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 450 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23-26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Sound Point;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Sound Point;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows and Part III, paragraph 2 of the Class B Covenants shall be amended to add the following language: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Sound Point. That portion of any marsh-front within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing

for view and breeze. Co improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Sound Point. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(H) Amelia Island Plantation shall include Sound Point.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

Margaret Ann Wood
[Signature]

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY

By: [Signature]
James M. Rester, President

("Company")

[Corporate Seal]

EXHIBIT F-231

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

BK0543PG0399

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 28th day of April, 1988, by James M. Rester, the President of Amelia Island Company, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. JAN. 28, 1992
BONDED THRU GENERAL INS. UND.

228z 1-6

FILED AND RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLA.

8805946

08 MAY 16 PM 12:21

J. H. ...
CLERK OF COURTS
NASSAU COUNTY, FLA.

Draft #1
TMJ/7-10-87

EX054400566
OFFICIAL RECORDS

JUN 1 1988

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
DUNES ROW

THIS INSTRUMENT PREPARED BY:
THOMAS W. JOHNS, ESQ.
1901 INDEPENDENT SQUARE
JACKSONVILLE, FL 32202

Rec. 157.50

THIS DECLARATION, dated February 4, 1988, is made by AMELIA ISLAND HOLDING COMPANY, a general partnership, the owner of fee simple title to all of the real property included within Dunes Row as described on the replat recorded in Plat Book 5, page 170, of the public records of Nassau County, Florida ("Dunes Row"). Amelia Island Holding Company hereby declares that all of Dunes Row is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Dunes Row or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within Dunes Row agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

Section 2.1 Association. Dunes Row Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. Amelia Island Holding Company, a general partnership, and its successors and assigns.

Section 2.4 Dunes Row, Property or Subdivision. Dunes Row, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 Owner. A person who is a record owner of a Lot.

Section 2.7 DCCA. Dunes Club Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.8 AIPCA. Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.9 Class B Covenants. The Declaration of Rights, Restrictions, Conditions, Etc., constituting the Class "B" Covenants running with certain lands of the Amelia Island Holding Company recorded in Official Records Book ____, page ____, of the current public records of Nassau County, Florida.

Section 2.10 Plantation Community Covenants. The Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, recorded in Official Records Book 178, at page 249, as amended in Official Records Book 200, page 197, as amended in Official Records Book 223, page 669, as amended in Official Records Book 252, page 140, as amended in Official Records Book 293, page 596, and as supplemented in Official Records Book 463, page 663, all of the current public records of Nassau County, Florida.

Section 2.11 Dunes Club Community Covenants. The Declaration of Covenants for the Dunes Club and Provisions for the Dunes Club Community Association, Inc. recorded in Official Records Book 387, at page 21 of the current public records of Nassau County, Florida.

Section 2.12 Beach Walker Road Extension. That portion of the Property designated on the plat of the Subdivision as the Beach Walker Road Extension.

Section 2.13 Common Property. All real or personal property, easements and all other interests in real or personal property (including use rights) owned by the Association, DCCA, AIPCA or the Developer, or any real or personal property designated herein as Common Property, whether or not located within the boundaries of the Subdivision, and held primarily for the common use and enjoyment of the members of the Association. The Common Property specifically includes without limitation, any traffic control or entry signage, or entry feature and associated landscaping, serving primarily the Subdivision. The Common Property shall also include the real and personal property which may be conveyed to the Association pursuant to Section 3.2 hereof. Further, until such time as the Developer no longer owns any Lots within the Subdivision, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

Section 2.13 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved surface of the Beach Walker Road Extension, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Developer.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this

Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to recorded provisions restricting its use to single or multi-family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

Section 3.2 Conveyance of Beach Walker Road Extension.
Upon approval of the Owners and the owner or owners (the "Adjacent Owners") of the real property adjoining the Subdivision more particularly described on Exhibit "C" attached hereto (the "Adjacent Property") as hereafter provided, the Beach Walker Road Extension, and any improvements constructed thereon, shall be conveyed to the Association, and to a homeowners or condominium association representing the Adjacent Owners, if applicable. The procedure for obtaining such approval shall be initiated by written notice from the Developer delivered to each of the Owners and Adjacent Owners which shall specify a date certain for the Developer's receipt of written ballots from the Owners and Adjacent Owners indicating their approval or disapproval of such conveyance. Each Owner shall be entitled to collectively cast one (1) vote for each Lot owned and the Adjacent Owners shall be entitled to cast the ten (10) votes regardless of the number of parcels or dwelling units then owned by such Adjacent Owners and located upon the Adjacent Property. Upon the receipt by the Developer of written ballots indicating approval by eighty percent (80%) of the votes available to be cast by the Owners and Adjacent Owners, the Developer shall convey that portion of the Beach Walker Road Extension serving the Property and Adjacent Property to the Association, and, if applicable, to an association representing the Adjacent Owners. If prior to such conveyance the Adjacent Property has been subjected to this Declaration in accordance with Section 3.1 hereof, such conveyance shall be made to the Association and the portion of the Beach Walker Road Extension so conveyed shall then become Common Property. If prior to such conveyance the Adjacent Property has not been subjected to this Declaration but has been subjected to restrictions administered by another homeowners or condominium association serving the Adjoining Property, then that portion of the Beach Walker Road

Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision shall be conveyed to the Association and the remainder of the Beach Walker Road Extension adjoining the Adjacent Property shall be conveyed to the homeowners or condominium association serving the Adjacent Property. In such event, the Association and such condominium or homeowners association shall share the cost of maintenance, repair, and replacement of the portions of the Beach Walker Road Extension so conveyed. Such cost shall include, without limitation, road repair and repaving, landscape maintenance, and maintenance of the common irrigation system and shall be shared between the Owners and Adjacent Owners on a 50%-50% basis. In the event the Developer shall receive written ballots indicating approval by less than eighty percent (80%) of the votes available to be cast by the Owners and Adjacent Owners, but shall such ballots indicate approval by eighty percent (80%) of the votes of the Owners, then the Developer shall convey that portion of the Beach Walker Road Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision to the Association, and such portion shall then become Common Property. In the event the Developer shall not receive the requisite approval of either the Owners or Adjacent Owners, then the Developer, in its sole discretion, may convey the Beach Walker Road Extension to DCCA, AIPCA or such other entity willing to accept the maintenance thereof.

Section 3.3 Security. Following a conveyance of the Beach Walker Road Extension to the Association and to a condominium or homeowners association serving the Adjacent Property, the Association and such condominium or homeowners association shall have the right to construct an automatic card gate restricting access at the northerly boundary of and within the portion of the Beach Walker Road Extension so conveyed. The cost of construction, maintenance and repair of such card gate shall be shared equally between the Association and such condominium association or homeowners association. In the event only approval of 80% of the votes of the Owners shall be obtained and the portion of the Beach Walker Road Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision is conveyed to the Association, an automatic card gate may be constructed by the Association within such portion of the Beach Walker Road Extension at the northerly boundary of Lot 10, and the cost of construction, maintenance, and repair the card gate shall be paid solely by the Association. No automatic card gate or similar structure shall be constructed within the Beach Walker Road Extension until the Developer shall have first approved in writing the plans and specifications for such improvements in accordance with the architectural review procedures set forth in the Class B covenants. In no event shall a manned security gate be allowed to be constructed within the Beach Walker Road Extension.

Section 3.4 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. Except as otherwise provided in Section 3.2 hereof, when the Developer no longer owns any Lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations and easements of record and the Association shall

accept such conveyance. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The rights of the Association, the DCCA or the AIPCA to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer, the Association, DCCA or the AIPCA to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association, DCCA or AIPCA; easements and restrictions of record affecting any part of the Common Property.

4.1.5 Provisions of the Class B Covenants, the Dunes Club Community Covenants, and the Plantation Community Covenants.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 4.2.

Section 4.2 Use and Maintenance of Limited Common Areas. Notwithstanding any other provisions of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association, the DCCA, and the AIPCA to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Articles 8, 9, 10 and 11 of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. A Lot Owner shall not place or erect any structure within the Limited Common Area.

ARTICLE V THE ASSOCIATION

Section 5.1 Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership and voting rights as are set forth in the Articles of the Association.

Section 5.3 Duties and Obligations Re: Common Property. It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair for the

benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for 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 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 Property, including, but not limited to, vandalism and malicious mischief, and flood and water damage, if the improvements 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. 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.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of real property within the Subdivision hereby covenants and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 **Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association.

Section 6.3 **Rate of Assessment.** All annual and special assessments shall be at a uniform rate for each Lot subject to assessment.

Section 6.4 **Annual Assessments.** The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

Section 6.5 **Supplemental Assessments.** If the Board fixes the annual assessment for any year and thereafter during such

year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, 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 construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures and capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.8 Developer's Assessments. During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance or not less frequently than a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to

inspection by any member during normal business hours. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after approval of the assessment by the Board. OFFICIAL RECORDS

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the Owner(s).

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charges and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Property.

BK0544PG0574

(c) Any of the Property exempted from taxation by the laws of the State of Florida, to the extent agreed to by the Association. OFFICIAL RECORDS

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien herein created.

ARTICLE VII
ASSESSMENTS OF OTHER ASSOCIATIONS

Section 7.1 DCCA and AIPCA. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Dunes Club Community Association, Inc. and the Amelia Island Plantation Community Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by the DCCA and AIPCA in accordance with instruments recorded in the current public records of Nassau County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Dunes Club Community Covenants and Plantation Community Covenants by recorded instruments. DCCA and AIPCA, acting through their respective Boards of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Dunes Club Community Covenants and Plantation Community Covenants and the respective articles of incorporation and bylaws of DCCA and AIPCA.

Section 7.2 Lien Rights. DCCA and AIPCA are entitled to a lien upon the each Lot for any unpaid assessments under the Dunes Club Community Covenants and Plantation Community Covenants.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, DCCA and AIPCA shall be and are hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by DCCA and AIPCA shall be reimbursed by the Association.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special

assessments imposed upon the Property pursuant to Article VI of this Declaration or pursuant to the Dunes Club Community Covenants or Plantation Community Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

PART IX
PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall or fence built as a part of the original improvements within the Subdivision and placed on or within three (3) feet of the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions shall apply.

Section 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 fails or refuses 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 restoration be made within thirty (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 mail postage prepaid, and deposited in the United States Mail.

After expiration of the thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the party wall. 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 acquired until a claim of

lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an Owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged party wall is located may restore it; and, 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 larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement 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.

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

Section 9.6 Easement. In the event that there shall be located within any party walls, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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 RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 Easements for Ingress, Egress, Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; (ii) any portion of the Common Property; and (iii) a strip of land within each Lot ten feet in width at the front and rear of each Lot and along the unimproved side boundary of each Lot.

Section 10.2 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association, DCCA, or AIPCA may, but shall not be required to, cut drainways for surface water wherever and whenever such

action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 10.3 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 Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 10.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 10.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, DCCA and AIPCA, their agents, employees, successors or assigns, easements in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association, DCCA or AIPCA.

Section 10.6 Developer Rights Re: Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 10.7 Pedestrian Walkway. Developer reserves for itself and the Association, DCCA, AIPC, and their respective members, their members, guests, invitees, employees, licensees, successors and assignees, an easement in, over, and upon the easterly twenty-five (25) feet of Lots 3 through 10 of the Subdivision for construction and maintenance of, and ingress and egress upon, a pedestrian boardwalk, sidewalk, path, and/or bike path located thereon. Further, the Developer reserves the right to grant an extension of the easement reserved by this Section 10.7 over the easterly twenty-five (25) feet of Lot 2 of the Subdivision in the event Lots 1 and 2 shall at any time be owned by separate persons or entities. The extension of the easement over Lot 1 shall be evidenced by a separate instrument executed and acknowledged by the Developer and recorded in the public records of Nassau County, Florida.

Section 10.8 Reservation of Right to Release Restrictions. In each instance where a structure has been erected or the construction thereof is substantially advanced in such a

manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

ARTICLE XI
RIGHTS GRANTED BY DEVELOPER

Section 11.1 Roadways. All of the property designated as the Beach Walker Road Extension on the plat of the Subdivision and the real property more particularly described on Exhibit D attached hereto (the "Roadways") are and shall remain privately owned. The Developer hereby grants subject to the reservations contained in this Article XIII to the present and future owners of Lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or the Association, DCCA or AIPCA to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or the Association, DCCA or AIPCA have designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways; subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 11.1, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 10.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 10.1 thereafter shall be of no further force or effect.

Section 11.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of Nassau County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the plat),

which are owned by the Developer. In addition, the Developer shall have the right to redesignate, relocate or close any part of the Roadways as described in Section 10.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 11.3 Driveways and Parking Areas. Each Owner of adjacent Lots shall have a perpetual, non-exclusive, and reciprocal right and easement for ingress and egress over the common driveway serving the adjacent Lots and located along the common boundary of such adjacent Lots (the "Common Driveways"). Such easement shall run to the benefit of the adjoining Owners sharing the use of each Common Driveway, and their respective successors, heirs, assigns, guests, invitees and domestic help, and to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers and representatives of utilities authorized to serve the Subdivision by the Developer, the Association, AICPA or DCCA. The Common Driveways shall be maintained by the Association; however, the cost of such maintenance of each Common Driveway shall be reimbursed to the Association by the adjoining Owners entitled to use same, and such reimbursement shall be collected and be secured by a lien against each affected Lot in the same manner as exterior maintenance assessments are collected and enforced pursuant to Article VIII hereof. Any portion of a driveway or parking area located exclusively on an individual Lot shall not be considered part of the Common Driveways, and shall be maintained by the Owner of such Lot. Further, the landscape buffer area located between individual driveways and parking areas on the common boundary of Adjacent Lots, shall be maintained by the respective Owners of the adjacent Lots in accordance with the original landscaping plan, or approved modifications thereto, approved by the Developer in accordance with the provisions of the Class B Covenants relating to architectural review.

Section 11.4 Signage and Entry Features. The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within the Beachwalker Road Extension upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision off of the Beach Walker Road Extension; (ii) such signage, entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of the Developer or its assigns. In the event any of the above conditions are violated, which shall be the sole determination of the Developer, or its assigns, then the Developer shall have all rights available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Developer, or its assigns. In the event the Beach Walker Road Extension shall become part of the Common Property pursuant to Article III hereof, this Section 10.3 shall be of no further force and effect.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, DCCA, AIPCA or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this

Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 12.2 Notices. Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of Nassau County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 12.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.4 Amendment. This Declaration may be amended at any time as follows:

12.4.1 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

12.4.2 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of Nassau County, Florida.

12.4.3 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

12.4.4 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 12.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Nassau County, Florida.

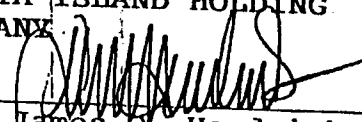
IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Deborah A. Bowers
Margaret Ann Wood

AMELIA ISLAND HOLDING COMPANY

BY:


James O. Hardwick,
General Partner

DRAFT 02/23/88

SEP 07 1988

BK0551 PG0990

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
(Oak Point)

This Supplementary Declaration, dated August 31, 1988, is made by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Oak Point");

W I T N E S S E T H :

WHEREAS, all of Oak Point is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Oak Point to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

Commander, Legler, Werber, Daves, Sadler & Howell
200 Laura Street
Jacksonville, Florida 32202

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Oak Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration for Long Point, amended in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within Oak Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, Oak Point constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Oak Point constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same

EXHIBIT F-250

basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

BK 0551 PG 0992
OFFICIAL RECORDS

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Oak Point and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Oak Point, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Part I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height including a parking level on any Lot. Common driveways and detached garages, some of which may be attached to another garage, shall be allowed. The provisions of this restriction, Part I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Oak Point;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Oak Point;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the

natural appearance and scenic beauty of marsh front areas, and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Oak Point. That portion of any marshfront lot within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Oak Point. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(H) Amelia Island Plantation shall include Oak Point.

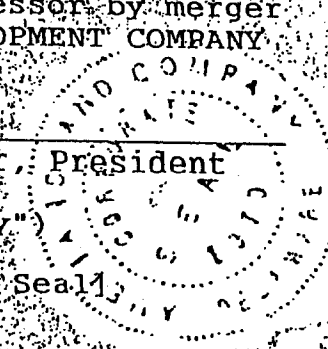
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger
to LONG POINT DEVELOPMENT COMPANY

Margaret Ann Wood
Renee Rowland

By: [Signature]
James M. Rester, President
("Company")
[Corporate Seal]

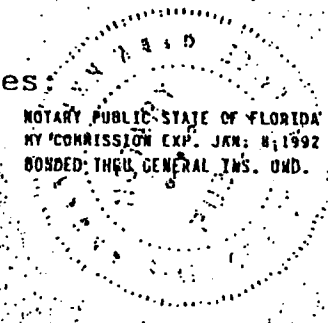


STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 30th
day of August, 1988, by James M. Rester, the President of
Amelia Island Company, a Delaware corporation, as successor by
merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the
corporation.

Margaret Ann Wood
Notary Public, State of
Florida at Large.
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1992
BONDED: TEN GENERAL INS. UND.



227z

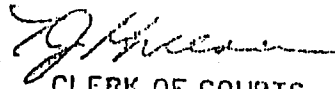
EXHIBIT F-253
EXHIBIT A

Legal description for Oak Point, according to Plat thereof recorded in Plat Book 5, pages 187 through 189, Public Records of Nassau County, Florida.

8811226

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FL.
RECORD # 200339049

88 SEP -7 AM 10:08


CLERK OF COURTS
NASSAU COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:
THOMAS D. HENKES
PPAS & M'COLE
301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

NOV 23 1987

BK0531 PG0826
OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(DUNES CLUB)

15.07

THIS SUPPLEMENTARY DECLARATION, dated Nov 6, 1987, is made by AMELIA ISLAND HOLDING COMPANY, a general partnership ("AIHC"), with respect to all of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), AMELIA ISLAND COMPANY, a Delaware corporation (the "Company"), and DUNES CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("DCCA").

WITNESSETH:

WHEREAS, AIHC, DCCA, and the Company desire to subject all of the Property to the terms and conditions of the Amendment to Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197; as amended in Official Records Book 223, page 669; as amended in Official Records Book 525, page 140, as amended in Official Records Book 293, page 596, and as supplemented in Official Records Book 463, page 663, all of the current public records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2 (A) thereof, and AIHC has consented to the submission of the Property to the operation and effect of the AIPCA Covenants.

NOW, THEREFORE, in consideration of the premises:

1. AIHC hereby declares that the Property and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants.

2. The Company hereby warrants and represents that it has the right to add additional properties to the operation and effect of the AIPCA Covenants, and that the addition of the Property to the operation and effect of the AIPCA Covenants has been authorized by the Company in accordance with applicable law, and all other actions required to be taken to authorize such submission under the Company's Articles of Incorporation and Bylaws and the AIPCA Covenants have been duly and regularly taken.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the public records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

Robert O. Bowers
James O. Hardwick

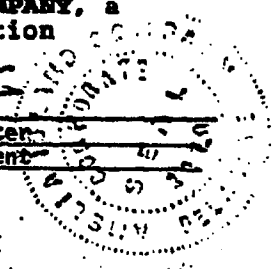
AMELIA ISLAND HOLDING COMPANY, a general partnership

By: James O. Hardwick
James O. Hardwick,
Managing General Partner

AMELIA ISLAND COMPANY, a Delaware corporation

By: James M. Raster
Its: President

Margaret Ann Wood
Margaret Ann Wood



BK0531 PG0827

-2-

OFFICIAL RECORDS

DUNES CLUB COMMUNITY
ASSOCIATION, INC., a Florida
corporation not for profit

By: [Signature]
James O. Hardwick,
President

[Signature]
[Signature]

STATE OF FLORIDA)
) ss
COUNTY OF ~~ST. JOHN~~)
) Nassau

The foregoing instrument was acknowledged before me this 20th
day of November, 1987, by James O. Hardwick, the
managing general partner of AMELIA ISLAND HOLDING COMPANY, a
general partnership, on behalf of the partnership.

[Signature]
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires: September 11, 1989

STATE OF FLORIDA)
) ss
COUNTY OF MASSAU)

The foregoing instrument was acknowledged before me this 6th
day of November, 1987, by James M. Rester
the President of AMELIA ISLAND COMPANY, a Delaware
corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 9, 1988
BONDED FROM GENERAL INS. UND.

STATE OF FLORIDA)
) ss
COUNTY OF ~~ST. JOHN~~)
) NASSAU

The foregoing instrument was acknowledged before me this 20th
day of November, 1987, by James O. Hardwick
the PRESIDENT of DUNES CLUB COMMUNITY ASSOCIATION, INC.,
a Florida corporation not for profit, on behalf of the
corporation.

[Signature]
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires: SEPTEMBER 11, 1989

EXHIBIT A

EX0531260828

OFFICIAL RECORDS

A PORTION OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF DUNES ROW AS RECORDED IN PLAT BOOK 5, PAGE 153 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 18° 02' 03" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BEACHWALKER ROAD EXTENSION AS SHOWN ON THE AFORESAID PLAT OF DUNES ROW, 246.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18° 02' 03" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 197.62 FEET; THENCE SOUTH 22° 55' 16" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 224.28 FEET; THENCE NORTH 46° 45' 10" WEST, 54.41 FEET; THENCE NORTH 31° 45' 04" WEST, 34.58 FEET; THENCE NORTH 16° 51' 20" WEST, 225.00 FEET; THENCE NORTH 12° 45' 14" WEST, 115.51 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 5,737.87 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

8715596

FILED AND RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLORIDA

87 NOV 23 AM 10:15


CLERK OF COURTS,
NASSAU COUNTY, FLORIDA

MAY 6 1991

EXHIBIT F-257

INSTR # 200339049
OR BK 01183 PG 0422

REV. 04/24/91

BK0625PG0769

OFFICIAL RECORDS
SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR DUNES ROW

THIS SUPPLEMENTARY DECLARATION is made effective the 2nd day of May, 1991, by AMELIA ISLAND HOLDING COMPANY, a general partnership ("Developer").

RECITALS:

A. The Declaration of Covenants and Restrictions for Dunes Row is recorded in Official Records Book 544, at page 566 of the current public records of Nassau County, Florida (the "Declaration") and all terms and conditions thereof are hereby incorporated by reference herein; and

B. The Developer is the owner of all of the real property constituting Dunes Row Phase II as more particularly described by the plat thereof recorded in Plat Book 5, at page 315 of the current public records of Nassau County, Florida (the "Phase II Property"), and the Developer desires to subject the Phase II Property to all of the terms, conditions and provisions contained in the Declaration pursuant to the reserved rights of the Developer set forth in Article III of the Declaration; and

C. The Developer further desires to add certain restrictions which shall be applicable to the Phase II Property pursuant to the reserved rights of the Developer set forth in Article III of the Declaration, such additional restrictions being more particularly stated hereafter.

NOW THEREFORE, the Developer hereby supplements the Declaration and imposes additional restrictions with respect to the Phase II Property as follows:

1. The Developer hereby declares that all of the Phase II Property, and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters as set forth in the Declaration and this Supplementary Declaration.

2. With reference to Sections 3.2 and 3.3 of the Declaration, the Owners of each Lot within the Phase II Property shall be entitled to cast two (2) votes for each Lot owned within the Phase II Property, provided however, in no event shall the cumulative number of votes attributable to the Phase II Property exceed ten (10) votes.

3. With reference to Section 10.7 of the Declaration, the Developer hereby reserves for itself and the Association, DCCA, AIPC, and their respective members and their members' guests invitees, employees, licensees, successors and assignees, an easement in, over, and upon the easterly twenty-five (25) feet of Lots 11 through 15 of the Phase II Property for construction and maintenance of, and ingress and egress upon, a pedestrian boardwalk, sidewalk, path, and/or bike path located thereon.

4. The Declaration is hereby supplemented and corrected to add the acknowledgment which appears hereafter, which acknowledgement shall be applicable to both the Declaration and this Supplementary Declaration.

5. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

15:00
THIS INSTRUMENT PREPARED BY
THOMAS M. JENKS
PAPPAS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the effective date stated above.

BK0625PG0770

WITNESSES:

Lee Bowers-Chaplin
Margaret Ann Wood

OFFICIAL RECORDS
AMELIA ISLAND HOLDING COMPANY
a general partnership

By: [Signature]
James O. Hardwick, Jr.
General Partner

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of May, 1991, and the Declaration was acknowledged before me the 4th day of February, 1988, by James O. Hardwick, Jr., the Vice President of AMELIA ISLAND HOLDING COMPANY, a general partnership, on behalf of the partnership.

Margaret Ann Wood
Margaret Ann Wood
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires 1-8-92
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1992
BONDED THRU GENERAL INS. UND.

D105

REV. 04/24/91

BK0625PG0771

CONSENT AND JOINDER OF MORTGAGEE OFFICIAL RECORDS

STATE SAVINGS AND MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee hereby joins in the execution of the Supplementary Declaration of Covenants and Restrictions for Dunes Row simultaneously recorded herewith in the current public records of Nassau County, Florida ("Supplementary Declaration"), to evidence its consent and joinder to the provisions of the Supplementary Declaration and to confirm that, except as otherwise provided in the Supplementary Declaration and all instruments incorporated by reference therein, its security interest as evidenced by the Mortgage, shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY,
an Ohio corporation

By: Stephen J. Kambeitz
Stephen J. Kambeitz
Its: Treasurer

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

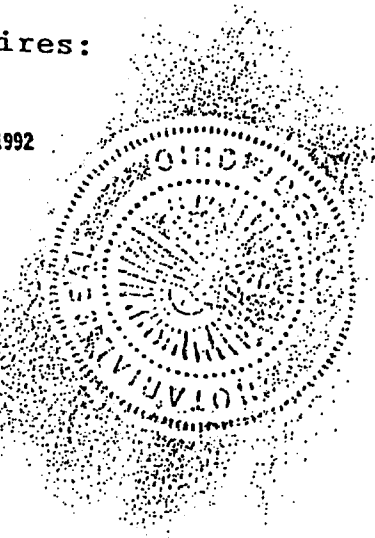
The foregoing instrument was acknowledged before me this 1st day of MAY, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992

D105(3)



FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY FL
RECORD VERIFIED

9106272

91 MAY -6 PM 12:34

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

BK 062820773

CONSENT AND JOINDER OF MORTGAGEE

OFFICIAL RECORDS

STATE SAVINGS AND MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee hereby joins in the execution of the Supplementary Declaration of Covenants and Restrictions for Dunes Club simultaneously recorded herewith in the current public records of Nassau County, Florida ("Supplementary Declaration"), to evidence its consent and joinder to the provisions of the Supplementary Declaration and to confirm that, except as otherwise provided in the Supplementary Declaration and all instruments incorporated by reference therein, its security interest as evidenced by the Mortgage, shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY,
an Ohio corporation

By: Stephen J. Kambeitz
Stephen J. Kambeitz
Its: Treasurer

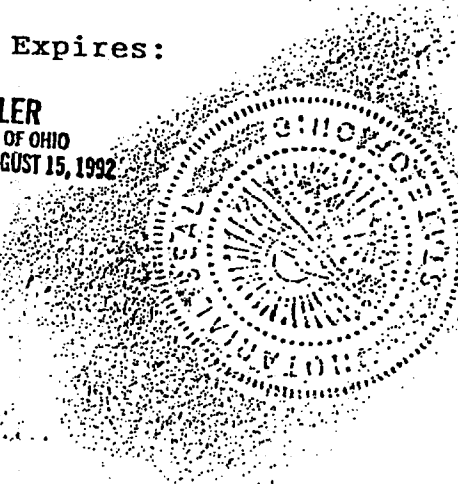
STATE OF OHIO)
)ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992



D105(4)

9106273

SK
91 MAY -6 PM 12:34
[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA RECORD NUMBER

STATE OF FLORIDA
COUNTY OF NASSAU

EXHIBIT F-262

DECLARATION OF RIGHTS, RESTRICTIONS
CONDITIONS, ETC., constituting the
Class "B" Covenants running with certain
lands of Amelia Island Holding Company

FOR TOWNHOUSES AND MULTI-FAMILY BUILDINGS

WHEREAS, Amelia Island Holding Company, a general partnership, (the "Company")
is the owner of certain lands located within The Dunes Club on Amelia Island in
Nassau County, Florida, and

WHEREAS, The Company wishes to record Covenants, Restrictions and
Conditions applicable to the Class "B"
Exhibit A and file this Declaration and thereafter to convey certain tracts of land
to be developed with residential buildings subject to those
conditions and restrictions herein set forth.

NOW, THEREFORE, The Company does hereby declare that the covenants
herein contained are rights, restrictions, conditions, etc., all constituting
covenants running with those lands described on Exhibit A attached hereto and made
a part hereof. (hereinafter "Class B Residence Areas" or "Residence Areas").

BOOK
150
PAGE
51
FILED
JAN 11 1983
NASSAU COUNTY
FLORIDA

PART I

DEFINITIONS

WATKINS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, in the Residence areas intended for residential use and which has been subjected to the provision of these restrictions and covenants by reference in deeds to property issued by the Company.
2. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, townhouse, or other residence unit or group of such units is to be situated or is situated, or the owner of a condominium dwelling within a structure located on such lot.
3. The term "The Dunes Club" when used herein shall refer to the lands on Amelia Island in Nassau County, Florida which are shown as a part of "The Dunes Club" on the Company's Master Development Plan as revised from time to time.
4. The Covenants and Restrictions below will be referred to as the Class "B" Covenants of The Dunes Club and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.
5. The term "Association" when used herein shall refer to The Dunes Club Community Association, Inc., its successors and assigns, and any other community or owners association within The Dunes Club organized by the Company or by others with the consent of the Company.

1. No building, fence or other structure shall be erected, placed or altered on any lot in such residence areas until the proposed building plans, specifications, exterior color of building, plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by The Company or its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished to the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval the provisions of this paragraph shall be thereby waived. All such plans and specifications shall be reviewed by The Company for conformity with the Architectural Review Criteria attached hereto as Exhibit B.

The Architectural Review Criteria may be amended by The Company at any time in its sole discretion. However, any such amendment shall be reasonably consistent with the provisions of this Declaration and the common scheme of development of the subdivision to which this Declaration applies, as such common scheme may be evidenced from time to time by existing improvements constructed within the subdivision. Upon amendment, a verbatim copy of the amended Architectural Review Criteria shall be delivered to each owner of property subject to this declaration, and such copy shall be recorded in the public records of Nassau County, Florida. The delivery of a copy of the amended Architectural Review Criteria, and the recording thereof, shall not constitute a condition precedent to the effectiveness or validity of such amendment.

2. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot are specified by the attached Architectural Review Criteria.

3. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy, view, preservation of important trees, etc., only minimum set-back lines are established by these covenants. In order to assure, however, that location of villas, townhouses or other structures will be staggered, so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself its successors and assigns, the right to control absolutely and to decide the precise site and location of any villa, townhouses, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. PROVIDED HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

4. The exterior of all villas, townhouses and other structures must be completed within two years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residence Areas shall be used for attached or detached single family residences. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

INSTR # 200339049
DR BK 01183 PG 0428

EXHIBIT F-264

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or **BK 01183 PG 0429** normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner of the lot.

8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of The Dunes Club. Such entrance for the purpose of mowing, cutting, clearing or pruning, shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

9. In the event the owner desires to sell a residential site within The Dunes Club together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase the property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

10. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

11. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

12. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assign, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose

lot, parcel or tract as may be designated as the site for a building which has been filled with shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks with residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, tree house or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 18 herein, or buried underground.

18. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

19. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensees, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner.

This paragraph 19 shall not be applicable to shallow wells used solely for landscaping irrigation or in conjunction with a heating and air conditioning system.

20. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

21. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to re-plot any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

22. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lagoons in The Dunes Club; provided that such walkway, bridge or fixed span if it be over water intended for boat passage as designated on plats recorded in the public records, shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterway passable. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span.

23. That portion of any golf course lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course, fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company, before the implementation. In the context of this paragraph a golf course lot or block is defined as any residential lot of land or block of land intended for residential use.

24. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in The Dunes Club, OFFICIAL RECORD. Such easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

25. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers may be placed on the said lot at the expense of the Company.

26. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

27. The term "Dwelling Unit" when used in Paragraph 28 of these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Dwelling Unit Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder, and developer of any Dwelling Unit as well as any subsequent owner of a Dwelling Unit.

28. No Dwelling Unit, or any portion thereof, shall be leased or rented for a term of less than thirty (30) days.

PART III

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to The Dunes Club Community Association, Inc.) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally The Dunes Club Master Plan for development.

2. To insure that land designated as Open Space Area shall remain as undeveloped and natural woodland, shoreline or tidal marshlands, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the plat referenced in the deed of conveyance shall show and designate an Open Space Area as abutting the said property. The Open Space Easement granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, and not to any area on such plat not clearly designated as Open Space Areas.

BK 02546779
OFFICIAL RECORDS

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Community Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.

5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.

6. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

9. The Company expressly reserves to itself, its successors, and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any of Amelia Island Holding Company for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affect Open Space Areas, and they shall differ in no particular way they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or parcels substantially affected by such change in covenant has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or Association shall have the right, whenever there shall have been built on any lot in the subdivision a structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not affect its enforcement. The invalidation by any court of any other restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in The Dunes Club, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision with any limitations to this Declaration of Covenants to be applicable only as to subdivision in which parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association its right reserved in these covenants to approve (or disapprove) improvements proposed in The Dunes Club and nearby areas, including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules.

5. The Dunes Club Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in The Dunes Club. Said covenants have been recorded in the Realty Records in the Office of the Clerk of Circuit Court for Nassau County, Florida, in addition to these Class "B" Covenants The Dunes Club which become subject to the Class "B" Covenants shall also be subject to the provision of the said covenants established by The Dunes Club Company.

Dated this 2nd day of May, 1991.

WITNESSES:

Alec Bowers - Chaplin
[Signature]

AMELIA ISLAND HOLDING COMPANY
By: [Signature]
James O. Hardwick, General Partner

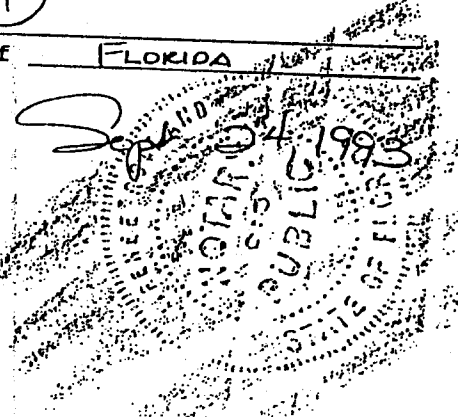
STATE OF FLORIDA)
COUNTY OF Nassau) ss

The foregoing instrument was acknowledged before me this 2nd day of May, 1991, by James O. Hardwick, General Partner of Amelia Island Holding Company, a General Partnership, on behalf of the partnership.

[Signature]

Notary Public, State of FLORIDA
at Large.

My Commission Expires:



REV. 04/25/91

CONSENT AND JOINDER OF MORTGAGEE
BK 0625760701

STATE SAVINGS AND MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee joins in the foregoing Declaration of Rights, Restrictions, Conditions, etc. constituting the Class "B" Covenants running with certain lands of Amelia Island Holding Company simultaneously recorded herewith in the current public records of Nassau County, Florida ("Declaration"), to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered in the presence of:
Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY,
an Ohio corporation
By: Stephen J. Kambeitz
Its: Treasurer

STATE OF OHIO)
)ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992

D105(5)



BK0625PG0782

Exhibit A

OFFICIAL RECORDS

All of Dunes Row Phase II as more particularly described on the plat thereof recorded in Plat Book 5, page 3/5 of the current public records of Nassau County, Florida.

REV. 04/24/91

BK 0625 PG 0783
ARCHITECTURAL REVIEW CRITERIA
FOR DUNES ROW PHASE I RECORDS

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one attached or detached single-family residence having a private and enclosed garage. No building shall be constructed which exceeds fifty-five (55) feet in height as measured from the lowest finished floor level, or the driveway at the building line, whichever is the lower elevation. Unless approved by the Company as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.

2. Building Layout. No principal residence structure shall be located seaward of the building restriction line shown on the Plat of the Property; it being the intent of this provision that ocean views from each of the lots shall be maximized to the greatest extent possible. To facilitate the implementation of this requirement, the Company shall maintain a site plan of the Residence Areas in its offices depicting the location of such line, which site plan shall be made available to lot owners upon request. In addition to the foregoing, the Company shall establish a maximum building footprint for each of the lots, (the "Building Footprint"), which information shall also be made available to lot owners at the Company's offices upon request. Except as otherwise specifically provided herein, no improvements shall be constructed upon a lot which are outside the Building Footprint. With the approval of the Company, service areas, driveways, walks, entry enclaves, and roof and cantilevered balcony overhangs may be constructed outside of the Building Footprint.

3. Side Yard Requirements. Each lot shall have a minimum side yard of ten (10) feet in width, which shall be measured from the side lot boundary to the vertical exterior wall of the principal residence structure. No structural or non-structural building element shall project or protrude into the side yard without the specific written approval of the Company.

4. Decks and Building Projections. Decks, patios and terraces shall be allowed up to fifteen (15) feet seaward of the Building Footprint. Such structures shall not be constructed more than three (3) feet above existing topographic conditions. Except for roof overhangs no building projection or similar structure shall be constructed seaward of the Building Footprint. In any event, the top of any improvement constructed upon a Lot other than the principal residence structure shall not exceed twenty-seven (27) feet above mean sea level.

5. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be consistent with other fences or walls located within the Subdivision. Further, the Company reserves the right to deny approval for any fence or wall which the Company shall determine, in its sole discretion, would have a material and adverse effect on ocean or golf course views from any lot or adjacent property owned by the Company, or which would have a detrimental effect on the fair market value of any lot or adjacent property owned by the Company.

6. Exterior Color Plan. The Company shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto, the Company shall consider the extent to which the color plan conforms to the natural color scheme originally established by the Developer for the Subdivision and Dunes Club Community, and if applicable, existing colors for improvements previously constructed within the Subdivision.

EXHIBIT F-272

7. Roofs. All original roofs shall be constructed of rust color mission vaulted tile, or such other comparable material as may be approved by the Company. Other roof materials used to repair, replace or change the original material must be approved by the Company prior to installation. No protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the Company.

8. Garages. In addition to the requirements stated in Paragraph 1 above, all garages shall have an overhead door of a type and design approved by the Company. Detached garages and carports must be specifically approved in writing by the Company as to design, location, and relationship to adjacent properties.

9. Dwelling Quality. The Company shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained.

10. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be permitted only upon the specific written approval of the Company as to location, design, composition and relationship to adjacent properties.

11. Landscaping. No landscaping shall be installed, changed, or altered without the prior approval of the Company. Any landscaping plan, changes or alterations submitted shall provide for and include the following items:

- a) A landscape plan
- b) A list of all plant stock included in the plan
- c) The size of such stock at the time of planting, which shall be of Florida Number One grade or better.

A landscape plan shall not be approved to the extent that proposed plants, trees, or shrubs shall adversely affect the ocean view from neighboring lots.

The entire lot and area between the street pavement and the lot boundary shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn.

12. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the Company if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

13. Procedure. The Company's approval or disapproval as required in the foregoing Architectural Review Criteria shall be delivered in writing to the lot owner submitting same, together with a copy of the approved plans and specifications originally submitted. In the event the Company fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

14. Developer Improvements. Improvements and landscaping installed or constructed by the Company, if any, shall be deemed approved.

15. Waiver of Architectural Review Criteria. The Architectural Review Criteria set forth herein are intended as guidelines to which adherence shall be required by each lot owner in the subdivision; provided, however, the Company shall

have the express authority to waive any requirements set forth herein if; in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Dunes Club Community and the subdivision.

BK 0625 PG 0785

16. Amendment to Architectural Review Criteria. All amendments to this Architectural Review Criteria shall be made pursuant to the requirements of the Declaration.

D108

9106274

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FL.
RECORD VERIFIED

91 MAY -6 PM 12:35

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

SEP 2 3 1991

EXHIBIT F-274

BK0637PG0120

OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Sound Point II)

This Supplementary Declaration, dated August 8, 1991, is made by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Sound Point II");

WITNESSETH:

WHEREAS, all of Sound Point II is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Sound Point II to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

INSTR # 200339049
OR BK 01183 PG 0439

NTS-1387

WHEREAS, the Company, and its successors and assigns ~~have the right to add~~ ^{OFFICIAL RECORDS} additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Sound Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point II, recorded in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within Sound Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common

Properties as provided in Article IV of the AIPCA Covenants. Further, Sound Point II constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Sound Point II constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community;

WHEREAS, in connection with obtaining a storm water and surface water management permit from the St. Johns River Water Management District, it is necessary to clarify the obligations of the AIPCA with respect to drainage facilities benefitting Sound Point II, which are to be managed by the AIPCA.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Sound Point II and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and the Class A Covenants, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, supplementary additions and modifications to the Class A Covenants respectively, as they

apply to Sound Point II, are as follows and shall apply notwithstanding any other provision in
the Class A Covenant:

EX 0637 PG 0123
OFFICIAL RECORDS

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company. Residential design shall be sympathetic to adjacent structures in terms of massing, character, scale, detail and materials.

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed 55 feet or three stories above a parking level whichever is less. The highest roof, whenever possible, shall be incorporated into the form of the floor below through the use of dormers and roof terraces so as to reduce the visual impact of the highest floor. Chimneys and approved roof ornamentation are accepted from this criteria. Third floor areas may include widows walks, roof terraces, lookout towers, etc., with no limits on the area of the spaces; however, they must be screened from direct viewing onto adjacent terraces of the attached unit. All detached single family dwellings shall have a minimum footage of enclosed dwelling space of twenty-five hundred square feet. The term "enclosed dwelling space" shall mean the total enclosed heated and air conditioned area within the dwelling. The term does not include garages, terraces, decks, open porches and like areas. The provisions of this restriction, Section 1, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Sound Point II;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of Sound Point II;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Sound Point II. That portion of any marsh-front within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Sound Point II. Within the marsh edge buffer the following restrictions apply:

BK0637PG0125
OFFICIAL RECORDS

- (1) 100 percent of the canopy of trees within the buffer shall be retained;
- (2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;
- (3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and
- (4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;
- (G) The landward edge of the marsh edge buffer shall constitute the building set back line;
- (H) With respect to the AIPCA's obligation set forth in the AIPCA Covenants to maintain lakes and lagoons within the Common Properties and Restricted Common Properties of Amelia Island Plantation, the following provisions regarding the maintenance of a stormwater and surface water management system, as permitted by the St. Johns River Water Management District ("District") shall apply:
- (1) "Surface Water or Stormwater Management System" means a system located in Sound Point II which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of

discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-4.1, 40C-4.2, 40C-4.3, 40C-4.4, 40C-4.5, 40C-4.6, 40C-4.7, 40C-4.8, 40C-4.9, 40C-4.10, 40C-4.11, 40C-4.12, 40C-4.13, 40C-4.14, 40C-4.15, 40C-4.16, 40C-4.17, 40C-4.18, 40C-4.19, 40C-4.20, 40C-4.21, 40C-4.22, 40C-4.23, 40C-4.24, 40C-4.25, 40C-4.26, 40C-4.27, 40C-4.28, 40C-4.29, 40C-4.30, 40C-4.31, 40C-4.32, 40C-4.33, 40C-4.34, 40C-4.35, 40C-4.36, 40C-4.37, 40C-4.38, 40C-4.39, 40C-4.40, 40C-4.41, 40C-4.42, 40C-4.43, 40C-4.44, 40C-4.45, 40C-4.46, 40C-4.47, 40C-4.48, 40C-4.49, 40C-4.50, 40C-4.51, 40C-4.52, 40C-4.53, 40C-4.54, 40C-4.55, 40C-4.56, 40C-4.57, 40C-4.58, 40C-4.59, 40C-4.60, 40C-4.61, 40C-4.62, 40C-4.63, 40C-4.64, 40C-4.65, 40C-4.66, 40C-4.67, 40C-4.68, 40C-4.69, 40C-4.70, 40C-4.71, 40C-4.72, 40C-4.73, 40C-4.74, 40C-4.75, 40C-4.76, 40C-4.77, 40C-4.78, 40C-4.79, 40C-4.80, 40C-4.81, 40C-4.82, 40C-4.83, 40C-4.84, 40C-4.85, 40C-4.86, 40C-4.87, 40C-4.88, 40C-4.89, 40C-4.90, 40C-4.91, 40C-4.92, 40C-4.93, 40C-4.94, 40C-4.95, 40C-4.96, 40C-4.97, 40C-4.98, 40C-4.99, 40C-5.00, Florida Administrative Code;

(2) The AIPCA shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise or practices which allows the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. The AIPCA shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the District.

(3) Any amendment to the Class A Covenants or AIPCA Covenants which materially alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Properties or Restricted Common Properties, must have the prior approval of the District.

(4) The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Supplementary Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

(I) Amelia Island Plantation shall include Sound Point II.

(J) The first portion of Part III, paragraph 3 of the Class A Covenants shall be amended to read as follows:

BK 0637 PG 0127
OFFICIAL RECORDS

"3. Owners of lots fronting on the South Amelia River or Nassau Sound may erect docks (where appropriate in the discretion of the Company) over that part of the South Amelia River or Nassau Sound designated for each lot by the Company and shown on Exhibit "B" attached hereto and made a part hereof by reference, upon complying with the following terms and conditions:"

Subparagraphs (a), (b) and (c) of paragraph 3 of part III and the remaining portions of paragraph 3 of III of the Class A Covenants shall remain unchanged but the following condition should be added after subparagraph (c):

"(d) By taking title subject to this Supplementary Declaration each owner of a lot within Sound Point II, its heirs, successors and assigns, is deemed to waive any dock set back restrictions or limitations imposed on an adjacent lot owner's dock by any permit requirement, rule, regulation or law of any local, state, or federal government or agency thereof."

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

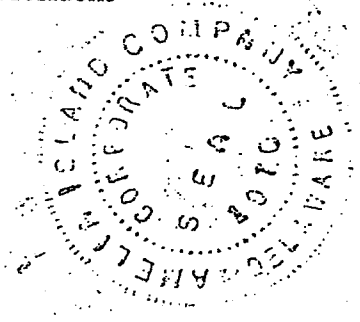
Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger to
LONG POINT DEVELOPMENT COMPANY

Margaret Ann Wood
Eileen M. Reilly

By: Jack B. Healan, Jr.
Jack B. Healan, Jr., President
("Company")

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF NASSAU

BK0637PG0128

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 8th day of August, 1991, by Jack B. Healan, Jr., the President of Amelia Island Company, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of Florida
at Large.

My Commission Expires: 1-8-92

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 01-08-1992
BONDED THROUGH GENERAL INVESTMENT

C:\WP51\EML\SP2

EXHIBIT A

BK 0637 PG 0129

OFFICIAL RECORDS

A tract of land being a portion of Section 43, together with a portion of unsurveyed Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of lot 32, Long Point Unit One, as recorded in Plat Book 5, pages 85 through 89, of the Public Records of Nassau County, Florida, said point lying on the Northwestern right-of-way line of Long Point Drive, a 60 foot right-of-way as presently established, and on a curve concave Southeasterly, having a radius of 315.67 feet; thence Southwesterly along the arc of said curve, and along said Northwestern right-of-way line, through a central angle of 34° 20' 13", an arc distance of 189.18 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of South 59° 39' 18" West, 186.36 feet; thence South 42° 29' 12" West, continuing along said Northwestern right-of-way line, 272.21 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 180.00 feet; thence Southwesterly along the arc of said curve and along said Northwestern right-of-way line, through a central angle of 12° 47' 00", an arc distance of 40.15 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 36° 05' 35" West, 40.07 feet.

From the Point of Beginning thence continuing along said Northwestern right-of-way line and along said curve, through a central angle of 37° 09' 42", an arc distance of 116.75 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of South 11° 07' 29" West, 114.71 feet; thence South 07° 27' 32" East, continuing along said right-of-way line, 330.38 feet, said point being the Northeasterly corner of lot 36, as recorded in plot of Sound Point of Long Point, Plat Book 5 pages 190 through 192 of said Public Records; thence South 80° 13' 22" West, departing said right-of-way line, and along the Northerly line of said lot 36, 341.43 feet to Reference Point "A", said point being an intersection with contour elevation 3.1, hereinafter referred to as the mean high waterline; thence continue along the Northerly line of said lot 36, and along said mean high waterline, a distance of 14 feet more or less to a point which bears South 80° 13' 22" West, 9.34 feet from Reference Point A; thence continue South 80° 13' 22" West, along said Northerly line of lot 36 and departing said mean high waterline, 128.79 feet to an intersection with the mean high waterline; thence departing said Northerly line of lot 36 and along said mean high waterline, Northwesterly, Southeasterly and Northwesterly, 3008 feet more or less, to a point which bears North 73° 22' 16" West, 1013 feet more or less from the Point of Beginning; thence North 66° 39' 36" East 114 feet more or less to an intersection with said mean high waterline; thence Southeasterly and Northeasterly, along said mean high waterline, 617 feet more or less to a point which bears North 47° 29' 42" West, 549 feet more or less from the Point of Beginning; thence South 47° 29' 42" East, departing said mean high waterline, 549 feet more or less, to the Point of Beginning.

Said lands containing 11.83 acres more or less and being subject to any and all easements, rights-of-way, restrictions and reservations of record.

LOT 36, SOUND POINT AT LONG POINT
B0837PG0130
OFFICIAL RECORDS

LEGEND

- LOT LINES
- - - RIPARIAN RIGHTS LINE
- DOCK AREA

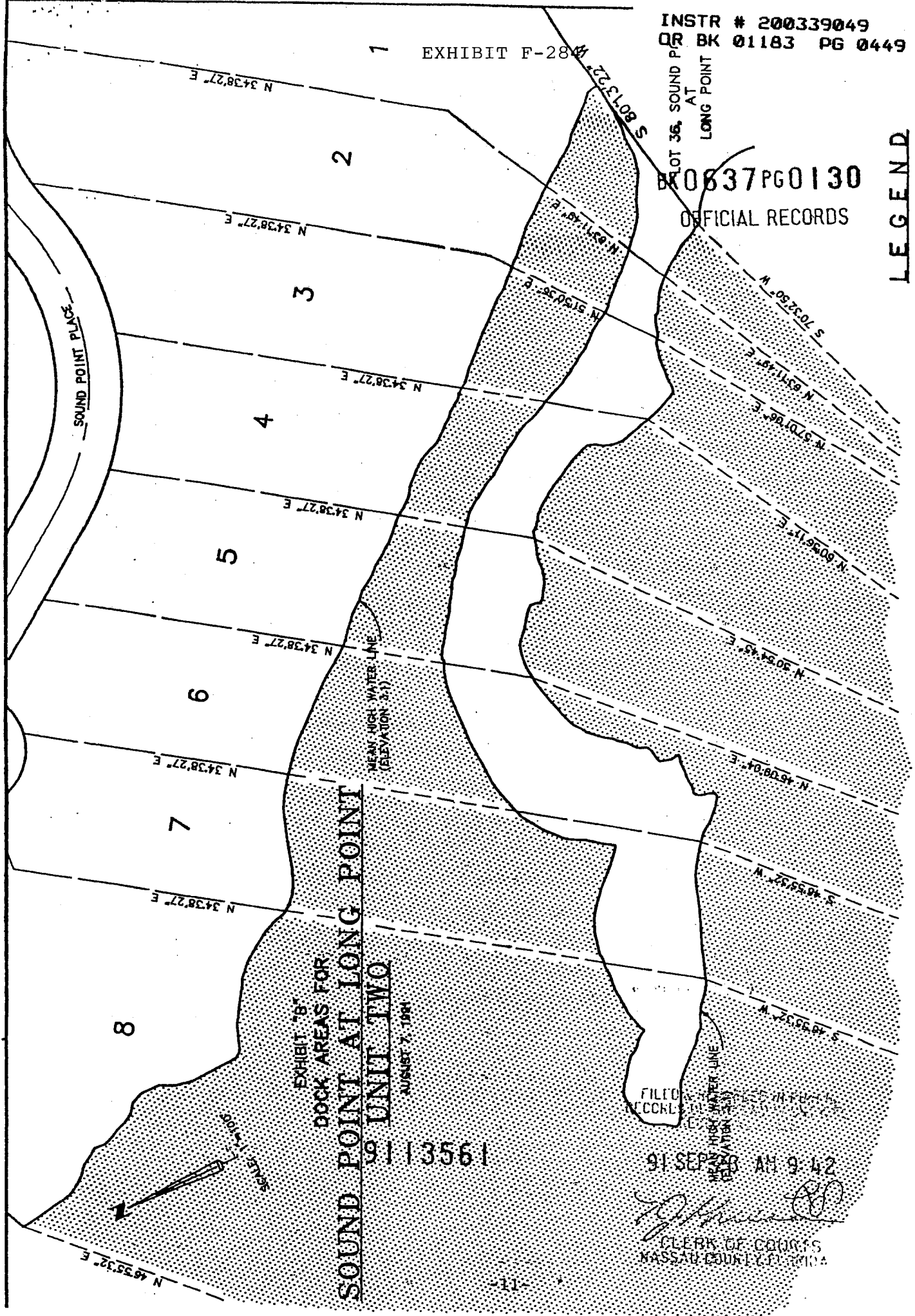


EXHIBIT "B"
DOCK AREAS FOR
SOUND POINT AT LONG POINT
VS UNIT TWO

AUGUST 7, 1994

13561

FILED IN BOOK 01183 PAGE 0449

91 SEP 1994 AM 9 42

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

NOTE: In the event that two or more lots share a common dock, the interior riparian rights line shall be deleted.

37

RECORDS SECTION
COUNTY CLERK
CORPORATE SQUARE
JACKSONVILLE, FLORIDA 32202

EXHIBIT F-285

INSTR # 200339049
OR BK 01183 PG 0450

REV. 2/18/92 JUN 0 1 1992

BK0660PG0110

OFFICIAL RECORDS

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
LITTLE DUNES

RECORDING FEE
LOCAL GOVERNMENT TAX
STATE GOVERNMENT TAX

THIS DECLARATION, effective April 3, 1992, is made by DUNES CLUB COMPANY, II, a Florida general partnership, the owner of fee simple title to all of the real property included within Little Dunes as described on the plat recorded in Plat Book 5, at page 340, of the public records of Nassau County, Florida ("Little Dunes"). DUNES CLUB COMPANY, II, hereby declares that all of Little Dunes is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Little Dunes or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitude upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within Little Dunes agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

Section 2.1 Association. Little Dunes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. DUNES CLUB COMPANY, II, a Florida general partnership, and its successors and assigns.

Section 2.4 Little Dunes, Property or Subdivision. Little Dunes, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 Owner. A person who is a record owner of a Lot.

Section 2.7 DCCA. Dunes Club Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.8 AIPCA. Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.9 Class B Covenants. The Declaration of Rights, Restrictions, Conditions, Etc., constituting the Class "B" Covenants running with certain lands of DUNES CLUB COMPANY, II, which are recorded against the Subdivision simultaneously with the recording of this Declaration.

Section 2.10 Plantation Community Covenants. The Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, recorded in Official Records Book 178, at page 249, as amended in Official Records Book 200, page 197, as amended in Official Records Book 223, page 669, as amended in Official Records Book 252, page 140, as amended in Official Records Book 293, page 596, and as supplemented in Official Records Book 463, page 663, all of the current public records of Nassau County, Florida.

Section 2.11 Dunes Club Community Covenants. The Declaration of Covenants for the Dunes Club and Provisions for the Dunes Club Community Association, Inc. recorded in Official Records Book 387, at page 21 of the current public records of Nassau County, Florida.

Section 2.12 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import.

Section 2.13 Common Property. All real property (including easements, licenses and rights to use real property) and personal property within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 2.13, or by recorded a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Property initially designated by the Developer shall consist of the Common Irrigation System defined by Section 5.4 hereof and Little Dunes Circle and Parcel A, both as more particularly described on the plat of the Subdivision, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.14 Common Services. Any and all maintenance, operational, administrative or other functions performed by or on behalf of the Association which are primarily for the common benefit of the Owners or any of them.

Section 2.15 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved surface of an adjoining roadway, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Developer.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot or Building site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or

unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.2 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to recorded provisions restricting its use to single or multi-family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses., and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

Section 3.3 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

ARTICLE IV
COMMON PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any Lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations and easements of record and the Association shall accept such conveyance. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The rights of the Association, the DCCA or the AIPCA to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer, the Association, DCCA or the

AIPCA to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Declaration, the Dunes Club Community Covenants, the Plantation Community Covenants, the Class B Covenants, any plat of all or any parts of the Property, and governmental restrictions, including without limitation, the provisions of any Planned Unit Development Ordinance ("PUD").

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association, DCCA or AIPCA; easements and restrictions of record affecting any part of the Common Property.

4.1.5 The exclusive use rights of individual Lot owners as provided in Section 4.2.

4.1.6 The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area.

4.1.7 Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or referenced in this Declaration.

Section 4.2 Use and Maintenance of Limited Common Areas.

Notwithstanding any other provisions of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association, the DCCA, and the AIPCA to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Articles VIII, XI, XII, XIII and XIV of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. A Lot Owner shall not place or erect any structure within the Limited Common Area, except in accordance with the Class B Covenants.

Section 4.3 Right of the Developer to Designate Property as Common Property or to Withdraw Property from the Common Property.

Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, within its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be within the Property. Without limiting the generality of the foregoing, at such time as ten (10) dwelling units have been completed and occupied within the Property, the Developer shall have the right to add a swimming pool with associated restroom facilities, a dune walk over and additional real property to the Common Property. For so long as the Developer shall offer any Lot owned by it for sale in the ordinary course of business, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Property in the Developer's sole discretion. Addition of land to and withdrawal of land from the Common Property shall be evidenced by recording a Supplementary Declaration in the public records of Nassau County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Property unless such land is expressly referenced as such under Section 2.13 hereof, or subsequently designated as such by the Developer pursuant to this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners.

ARTICLE V
THE ASSOCIATION

Section 5.1 Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership and voting rights as are set forth in the Articles of the Association.

Section 5.3 Maintenance of Common Property and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and the paving, street lighting fixtures and appurtenances, landscaping, improvement and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Property, if any. The Association shall be responsible to maintain all lakes, drainage areas, drainage easements, and control structures comprising the stormwater discharge and surface water management systems and to preserve and protect all designated conversation areas and littoral zones within, adjacent, or in near proximity to the Property, in accordance with all permit requirements, and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, and Nassau County, Florida and all statutes, rules regulations, and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 Common Landscaping and Common Irrigation. All Lots and Common Property shall at all times be maintained by the Association in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management.

All such activities of the Association shall constitute Common Services, to be funded with assessments collected from the Owners pursuant to this Declaration. The Association shall further be solely responsible for the maintenance, operation and repair of all portions of the common irrigation systems originally constructed with the approval of the Developer pursuant to the Class B Covenants and serving all or any portion of the Subdivision (the "Common Irrigation System"). Such activity shall also constitute Common Services to be funded with assessments collected from the Owners pursuant to this Declaration. By acceptance of a deed to a Lot, each Owner shall automatically grant to the Association, its successors and assigns, an easement for the location and operation of the Common Irrigation system and all appurtenances thereto, together with an easement for ingress and egress at all reasonable times for purposes of allowing the Association to perform all activities necessary for the Association to fulfill its obligations as set forth in this Section 5.4.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Subdivision hereby covenants and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual, supplemental and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the providing of Common Services and improvement and maintenance of the Common Property and any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of the Common Areas. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the surface water management system permitted by the St. Johns River Water Management District under Permit No. 42-089-0276N, the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. No assessments collected by the Association to fund reasonable reserves for deferred maintenance of the Common Area shall be commingled with other funds of the Association, it being the requirement of this Declaration that such funds shall be used exclusively for such deferred maintenance.

Section 6.3 Rate of Assessment. All annual, supplemental and special assessments shall be at a uniform rate for each Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual or supplemental assessments, 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 construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.8 Developer's Assessments. During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from owners other than the Developer. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance or not less frequently than a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and

assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the Owner(s).

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings bank or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charges and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Property.

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE VII
ASSESSMENTS OF OTHER ASSOCIATIONS

Section 7.1 DCCA and AIPCA. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Dunes Club Community Association, Inc. and the Amelia Island Plantation Community Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by the DCCA and AIPCA in accordance with instruments recorded in the current public records of Nassau County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Dunes Club Community Covenants and Plantation Community Covenants by recorded instruments. DCCA and AIPCA, acting through their respective Boards of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Dunes Club Community Covenants and Plantation Community Covenants and the respective articles of incorporation and bylaws of DCCA and AIPCA.

Section 7.2 Lien Rights. DCCA and AIPCA are entitled to a lien upon each Lot for any unpaid assessments under the Dunes Club Community Covenants and Plantation Community Covenants.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, DCCA and AIPCA shall be and are hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by DCCA and AIPCA shall be reimbursed by the Association.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. In addition to performing the Common Services, the Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of maintenance, in addition to Common Services, undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual, supplemental or special assessments imposed upon the Property pursuant to Article VI of this Declaration or pursuant to the Dunes Club Community Covenants or Plantation Community Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE IX
PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall or fence built as a part of the original improvements within the Subdivision and placed on or within three (3) feet of the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions shall apply.

Section 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 fails or refuses 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 restoration be made within thirty (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 thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the party wall. 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 acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not

repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged party wall is located may restore it; and, 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 larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement 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.

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

Section 9.6 Easement. In the event that there shall be located within any party walls, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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 **COMMON ROOF**

Section 10.1 Common Roof. Each roof built in conjunction with each duplex located on adjoining Lots within the Subdivision, shall be considered a common roof for purposes of this Declaration.

Section 10.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a common roof 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 fails or refuses to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining common roof 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 restoration be made within thirty (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 thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the common roof. 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 acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as

practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 10.3 Destruction by Fire or Other Casualty. If a common roof is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged common roof is located may restore it; and, the other Owner thereafter shall contribute to the cost of restoration in proportion to such Owner's use of the portion of the roof so restored, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 10.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement or common roof 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.

Section 10.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this provision is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 10.6 Easement. In the event that there shall be located within any common roofs, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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 XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 Easements for Ingress, Egress, Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; (ii) any portion of the Common Property; and (iii) a strip of land within each Lot ten feet in width at the front and rear of each Lot and along the unimproved side boundary of each Lot.

Section 11.2 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association, DCCA, or AIPCA may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and

to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 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 Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 11.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 11.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, DCCA and AIPCA, their agents, employees, successors or assigns, easements in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association, DCCA or AIPCA.

Section 11.6 Developer Rights Re: Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 11.7 Reservation of Right to Release Restrictions. In each instance where a structure has been erected or the construction thereof is substantially advanced in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

Section 11.8 Reservation of Rights Re: Association. The Developer shall have the number of votes in the Association equal to the number of votes allocated to the Owners other than the Developer pursuant to the Articles, plus one (1) vote, and shall have the right to appoint a majority of the Board of Directors of the Association, for so long as it shall own in fee simple any Lot or Building Site, or until it shall voluntarily relinquish such reserved rights, whichever shall first occur. When the Developer no longer has the right to appoint a majority of the Directors of the Association, all of the rights reserved to the Developer

elsewhere in this Declaration shall be vested in the Association and Developer shall have no further rights with respect thereto.

ARTICLE XII
RIGHTS GRANTED BY DEVELOPER

Section 12.1 Roadways. All of the property designated as Little Dunes Circle on the plat of the Subdivision and the real property more particularly described on Exhibit C attached hereto (the "Roadways") are and shall remain privately owned. The Developer hereby grants subject to the reservations contained in this Article XII to the present and future owners of Lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or the Association, DCCA or AIPCA to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer, the Association, DCCA or AIPCA have designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways; subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 12.1, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 11.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 11.1 thereafter shall be of no further force or effect.

Section 12.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of Nassau County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the plat), which are owned by the Developer. In addition, the Developer shall have the right to redesignate, relocate or close any part of the Roadways as described in Section 12.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 12.3 Signage and Entry Features. The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within the Roadways upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision; (ii) such signage,

INSTR # 200339049
OR BK 01183 PG 0463

entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of the Developer or its assigns. In the event any of **the above conditions are violated, which shall be the sole** determination of the Developer, or its assigns, then the Developer shall have all rights available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Developer, or its assigns.

ARTICLE XIII
UTILITY PROVISIONS

Section 13.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot or Building Site. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot or Building Site and which serve same. Water lines located within the Property which serve more than one (1) Lot or Building Site shall be the maintenance and repair responsibility of the Association or utility service provider. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 13.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot or Building Site. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot or Building Site and which serve same, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. Sewer lines, or portions thereof, located within the Property which serve more than one (1) Lot or Building Site shall be the maintenance and repair responsibility of the Association or utility service provider. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed with the Property.

Section 13.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots or Building Sites only by parties or companies approved by the Developer, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 13.4 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the buildings located on each Lot or Building Site shall be concealed and located underground. It shall be the responsibility of the Owner or occupant of each Lot or Building Site to make direct arrangements with the supplier of electricity, water, sewer, and any other utility services for service to such Lot or Building Site. Where electric transformers, terminals, or other utility facilities are required by sound utility practice to be above ground, any and all of same shall be located behind a screening facility.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be

enforceable by the Developer, the Association, DCCA, AIPCA or the Owner of any Property subject to this Declaration, their respective **legal representatives, heirs, successors and assigns**, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 14.2 Notices. Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of Nassau County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 14.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4 Amendment. This Declaration may be amended at any time as follows:

14.4.1 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

14.4.2 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of Nassau County, Florida.

14.4.3 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

14.4.4 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 14.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Nassau

BK0660PG0126

County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

OFFICIAL RECORDS

Signed, sealed and delivered in the presence of:

DUNES CLUB COMPANY II,
a Florida general partnership

Dee Bowers-Chaplin
(print name Dee Bowers-Chaplin)
Margaret Ann Wood
(print name Margaret Ann Wood)

BY: [Signature]
James C. Hardwick,
General Partner

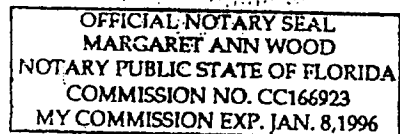
STATE OF FLORIDA)
) ss
COUNTY OF NASSAU)

The foregoing Declaration of Covenants and Restrictions for Little Dunes was acknowledged before me this 3RD day of April, 1992, by James O. Hardwick, the General Partner of Dunes Club Company II, a Florida general partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification and who did not take an oath.

Margaret Ann Wood
(print name Margaret Ann Wood)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 466923

My Commission Expires: 1-8-96

- Exhibit A - Articles of Incorporation
- Exhibit B - Bylaws
- Exhibit C - Roadways



THIS INSTRUMENT PREPARED BY
THOMAS M. JENKS
PAPERS & MEICALF
2301 INDEPENDENCE SQUARE
JACKSONVILLE, FLORIDA 32202

JUN 0 1 1992

BK0660PG0145

OFFICIAL RECORDS

REV. 2/13/92

**SUPPLEMENTARY DECLARATION
OF COVENANTS FOR LITTLE DUNES**

THIS SUPPLEMENTARY DECLARATION is made effective as of the
3rd day of April, 1992, by DUNES CLUB COMPANY II, a
Florida general partnership ("Developer").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants for the Dunes Club and
Provisions for the Dunes Club Community Association, Inc.
Assessments is recorded in Official Records Book 387, page 21, of
the public records of Nassau County, Florida (the "Dunes Club
Community Covenants") and all terms and conditions thereof are
hereby incorporated by reference herein; and

WHEREAS, the Developer is the owner of the real property
constituting Little Dunes as shown on the plat thereof recorded in
Plat Book 5, at page 340, of the public records of Nassau County,
Florida ("Little Dunes"), and the Developer desires to subject
Little Dunes to all of the terms, conditions and provisions as
contained in the Dunes Club Community Covenants as provided for
under the terms of Article II of the Dunes Club Community
Covenants.

NOW THEREFORE, the Developer hereby declares that all property
constituting Little Dunes and any portion thereof shall be held,
transferred, sold, conveyed and occupied subject to all covenants,
restrictions, easements, charges and liens, and all other matters
as set forth in the Dunes Club Community Covenants.

IN WITNESS WHEREOF, the Developer has caused this
Supplementary Declaration of Covenants for the Dunes Club to be
duly executed as of the effective date stated above.

WITNESSES:

Dee. Bowers-Chaplin
Margaret Ann Wood

DUNES CLUB COMPANY II

By:

James G. Hardwick
General Partner

BK0660PG0146
OFFICIAL RECORDS

STATE OF FLORIDA)
) ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 3rd
day of April, 1992, by James O. Hardwick, the General
Partner of Dunes Club Company II, a Florida general partnership, on
behalf of the partnership. He/she is personally known to me or has
produced _____ as identification and who did
(did not) take an oath.

Margaret Ann Wood

(Print Name *Margaret Ann Wood*)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 116923
My Commission Expires: 7-5-94

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC116923
MY COM. EXPIRES 7-5-94

BK0660PG0147
OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGEE

STATE SAVINGS MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200 as subsequently amended and modified. Mortgagee joins in the foregoing Supplementary Declaration for Little Dunes to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage be subordinated thereto. Mortgagee hereby agrees that except as otherwise provided in the Declaration, such security interests are subordinate and inferior to the Declaration.

Signed, sealed and delivered in the presence of:

STATE SAVINGS MORTGAGE COMPANY

Laurel M. Craft
LAUREL M. CRAFT
Dellian E. Madden
DELLIAN E. MADDEN

By: *Mark E. Milligan*
MARK E. MILLIGAN
Its: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF FRANKLIN) SS

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1992, by MARK E. MILLIGAN, the VICE PRESIDENT of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation. He/she is personally known to me as ~~has produced~~ as ~~identification~~ and who did ~~(did not)~~ take an oath.

Dellian E. Madden
(Print Name)
NOTARY PUBLIC, State of ~~Ohio~~
at Large.
Commission No. _____

My Commission Expires:

FILED & RECORDED IN THE
RECORDS OF NASSAU COUNTY, FLORIDA
RECORD VOLUME

DELLIAN E. MADDEN
NOTARY PUBLIC, State of Ohio
My Commission Expires Sept. 22, 1993

9208531

92 JUN -1 AM 10: 19

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

JUN 0 1 1992

REV. 2/18/92

BK 0660 PG 0148

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC.,
Constituting the Class "B" Covenants Running with
Certain Lands of Dunes Club Company, II

FOR TOWNHOMES AND MULTI-FAMILY BUILDINGS

WHEREAS, DUNES CLUB COMPANY, II, a Florida general partnership (the "Company") is the owner of certain lands located within The Dunes Club on Amelia Island in Nassau County, Florida, and

WHEREAS, the Company wishes to record Covenants, Restrictions and Conditions applicable to the Class "B" Multi-Family Residence Areas described on Exhibit A and file this Declaration and thereafter to convey certain tracts of land and to develop such land in multi-family residential buildings subject to those conditions and restrictions herein set forth.

NOW THEREFORE, the Company does hereby declare that the covenants herein contained are rights, restrictions, conditions, etc., all constituting covenants running with those lands described on Exhibit A attached hereto and made a part hereof (hereinafter "Class B Multi-Family Residence Areas" or "Residence Areas").

PART I
DEFINITIONS

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof in the Residence Areas intended for multi-family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.

2. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, townhouse, or other residence unit or group of such units is to be situated or is situated, or the owner of a condominium dwelling within a structure located on such lot.

3. The term "Dunes Club" when used herein shall refer to the lands on Amelia Island, Nassau County, Florida, which are shown as part of "The Dunes Club" on the Company's Master Development Plan

as revised from time to time.

4. The Covenants and Restrictions below will be referred to as the Class "B" Covenants of The Dunes Club and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.

5. The term "Association" when used herein shall refer to The Dunes Club Community Association, Inc., its successors and assigns, and any other community or owners association within The Dunes Club organized by the Company or by others with the consent of the Company.

PART II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "B" MULTI-FAMILY RESIDENCE AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residence Areas until the proposed building plans, specifications, exterior color of finish, plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, the provisions of this paragraph shall be thereby waived. Such plans and specifications shall be reviewed by the Company for conformity with Architectural Review Criteria attached hereto as Exhibit B.

The Architectural Review Criteria may be amended by the Company at any time in its sole discretion. However, any such amendment shall be reasonably consistent with the provisions of this Declaration and the common scheme of development of the subdivision to which this Declaration applies, as such common scheme may be evidenced from time to time by existing improvements constructed within the subdivision. Upon amendment, a verbatim copy of the amended Architectural Review Criteria shall be delivered to each owner of property subject to this Declaration, and such copy shall be recorded in the public records of Nassau County, Florida. The delivery of a copy of the amended

INSTR # 200339049
OR BK 01183 PG 0471

Architectural Review Criteria, and the recording thereof, shall not constitute a condition precedent to the effectiveness or validity of such amendment.

2. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot are specified by the attached Architectural Review Criteria.

3. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings, both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy, view, preservation of important trees, etc, only minimum set-back lines are established by these covenants. In order to assure, however, that location of villas, townhouses or other structures will be staggered so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and to decide the precise site and location of any villa, townhouses, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and provided further that in the event an agreed location is stipulated in writing in the contract and purchase, the Company shall approve automatically such location for a residence or group of residential units.

4. The exterior of all villas, townhouses and other structures must be completed within two years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residence Areas shall be used for single family residences. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots, except as provided for in these covenants.

6. It shall be the responsibility of each lot owner to

INSTR # 200339049
DR BK 01183 PG 0472

INSTR # 200339049
OR BK 01183 PG 0473

prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to **substantially decrease the beauty of the neighborhood as a whole or the specific area.**

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. there shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property owners thereof.

8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company, detracts from the overall beauty, setting and safety of The Dunes Club. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

9. In the event the owner desires to sell a residential site within The Dunes Club together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase the property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained at a price not lower than that at which it was offered to the Company.

10. No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the

Company will not grant permission for said signs unless their erection is reasonable necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

11. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

12. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assign, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharge into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by

OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0475

said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, tree house or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 18 herein, or buried underground.

18. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

19. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensees, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner. This paragraph 19 shall not be applicable to shallow wells used solely for landscaping irrigation or in conjunction with a heating and air conditioning system.

20. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the

written approval of the Company, unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

21. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks recreational facilities and other amenities to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

22. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways or fixed spans across any or all natural or manmade canals, creeks or lagoons in The Dunes Club; provided that such walkway, bridge or fixed span if it be over water intended for boat passage as designated on plats recorded in the public records shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterway passable. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span.

23. That portion of any golf course lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company before the implementation. In the context of this paragraph a golf course lot or block is defined as any residential lot of land or block of land intended for residential use.

24. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in The Dunes Club. This reserved easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass,

watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

25. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter onto a lot to recover a ball or play a ball, subject to the official rules of the course, without entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers may be placed on the said lot at the expense of the Company.

26. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference of play.

27. The term "Dwelling Unit" when used in paragraph 28 of these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Dwelling Unit Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder and developer of any Dwelling Unit as well as any subsequent owner of a Dwelling Unit.

28. No Dwelling Unit, or any portion thereof, shall be leased or rented for a term of less than thirty (30) days.

PART III
SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

OFFICIAL RECORDS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands; primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally The Dunes Club Master Plan for development.

2. To ensure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshlands, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided that the plat referenced in the deed of conveyance shall show and designate an Open Space Area abutting the said property. The Open Space Easement so granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, and not to areas on such plats not clearly designated as Open Space Areas.

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Community Association to erect wildlife feeding stations, to plat small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.

5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and ensure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. The Company reserves unto itself, its successors and assigns, the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

9. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

PART IV

DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWARD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any, of the Company for a period of twenty five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or parcels substantially affected by such change in covenant has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any lot in the subdivision structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any other restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in The Dunes Club, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with

INSTR # 200339049
OR BK 01193 PG 0481

any limitations to this Declaration of Covenants to be applicable only as to subdivision in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association its right reserved in these covenants to approve or disapprove improvements proposed in The Dunes Club and nearby areas, including, but not limited to the right to approve or disapprove plans, specifications, color, finish, plat plan and construction schedules.

5. The Dunes Club Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in the Dunes Club. Said covenants have been recorded in the Public Records in the Office of the Clerk of Circuit Court for Nassau County, Florida in addition to these Class B Covenants. The portion of The Dunes Club which becomes subject to the Class B Covenants shall also be subject to the provisions of the said covenants established by The Dunes Club Company.

Dated this 3rd, day of April, 1992.

WITNESSES:

DUNES CLUB COMPANY, II,
a Florida general partnership

Lee Bowers-Chaplin
Margaret Ann Wood

By: [Signature]
James O. Hardwick
General Partner

STATE OF FLORIDA)
COUNTY OF NASSAU) SS

The foregoing instrument was acknowledged before me this 3rd day of April, by James O. Hardwick, the general partner of DUNES CLUB COMPANY, II, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Exhibit A - Residential Areas
Exhibit B - Architectural
Review Criteria

Margaret Ann Wood
(Print Name Margaret Ann Wood)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 166923

My Commission Expires: 1-8-96

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC166923
MY COMMISSION EXP. JAN. 8, 1996

EXHIBIT A

All of Little Dunes according to the plat thereof recorded in Plat Book 5, at page 340 of the current public records of Nassau County, Florida.

INSTR # 200339049
OR BK 01183 PG 0482

EXHIBIT BARCHITECTURAL REVIEW CRITERIA
FOR LITTLE DUNES

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one attached single-family residence having a private and enclosed garage or carport. No building shall be constructed which exceeds two stories (thirty-five (35) feet) in height as measured from the lowest finished floor level. Unless approved by the Company as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.

2. Building Layout. The Company shall establish a maximum building footprint for each of the lots, (the "Building Footprint"), which information shall also be made available to lot owners at the Company's offices upon request. Except as otherwise specifically provided herein, no improvements shall be constructed upon a lot which are outside the Building Footprint. With the approval of the Company, service areas, driveways, walks, entry enclaves, carports, garages and storage areas, and roof and cantilevered balcony overhangs may be constructed outside of the Building Footprint.

3. Side Yard Requirements. Each lot shall have a minimum side yard of eight (8) feet in width, which shall be measured from the side lot boundary to the vertical exterior wall of the principal residence structure.

4. Decks and Building Projections. Decks, patios and terraces shall be allowed up to fifteen (15) feet beyond the Building Footprint. Such structures and all appurtenances thereto (including hand rails, shade structures, and the like), shall not be constructed more than three (3) feet above existing topographic conditions. Except for roof overhangs and balconies, no building projection or similar structure shall be constructed more than five (5) feet above finished grade.

5. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be consistent with other fences or walls located within the Subdivision. Further, the Company reserves the right to deny

approval for any fence or wall which the Company shall determine, in its sole discretion, would have a material and adverse effect on golf course or primary views from any lot or adjacent property owned by the Company, or which would have a detrimental effect on the fair market value of any lot or adjacent property owned by the Company.

6. Exterior Color Plan. The Company shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto, the Company shall consider the extent to which the color plan conforms to the color scheme originally established by the Developer for the Subdivision and Dunes Club Community, and if applicable, existing colors for improvements previously constructed within the Subdivision.

7. Roofs. All original roofs shall be constructed of architectural asphalt shingles, or such other comparable material as may be approved by the Company. All roof materials used to repair, replace or change the original material must be approved by the Company prior to installation. No protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the Company.

8. Garages/Carports. In addition to the requirements stated in Paragraph 1 above, all garages shall have an overhead door of a type and design approved by the Company. Carports will be permitted as specifically approved by the Company.

9. Dwelling Quality. The Company shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained.

10. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be prohibited within individual lot boundaries.

11. Landscaping. No landscaping shall be installed, changed, or altered without the prior approval of the Company. Any landscaping plan, changes or alterations submitted shall provide for and include the following items:

- a) A landscape plan
- b) A list of all plant stock included in the plan
- c) The size of such stock at the time of planting, which shall be of Florida Number One grade or better.

A landscape plan shall not be approved to the extent that proposed plants, trees, or shrubs shall adversely affect the golf course or primary view from neighboring lots.

The entire lot and area between the street pavement and the lot boundary shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn.

12. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the Company if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

13. Procedure. The Company's approval or disapproval as required in the foregoing Architectural Review Criteria shall be delivered in writing to the lot owner submitting same, together with a copy of the approved plans and specifications originally submitted. In the event the Company fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

14. Developer Improvements. Improvements and landscaping installed or constructed by the Company, or at the Company's direction, shall be deemed approved.

15. Waiver of Architectural Review Criteria. The Architectural Review Criteria set forth herein are intended as guidelines to which adherence shall be required by each lot owner in the subdivision; provided, however, the Company shall have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Dunes Club Community and the subdivision.

16. Amendment to Architectural Review Criteria. All amendments to this Architectural Review Criteria shall be made pursuant to the requirements of the Declaration.

CONSENT AND JOINDER OF MORTGAGEE BK 0660PG0164
OFFICIAL RECORDS

STATE SAVINGS MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200 as subsequently amended and modified. Mortgagee joins in the foregoing Declaration of Rights, Restrictions, Conditions, Etc. constituting the Class "B" Covenants running with certain lands of Dunes Club Company, II, to which this Consent is attached, to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage be subordinated thereto. Mortgagee hereby agrees that except as otherwise provided in the Declaration, such security interests are subordinate and inferior to the Declaration.

Signed, sealed and delivered in the presence of:

STATE SAVINGS MORTGAGE COMPANY

[Signature]

By: [Signature]

Robert V. Wirth

Its: Vice President

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 26th day of May, 1992, by Mark M. Milligan the Vice President of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation. He/She is personally known to me ~~or has produced~~ as identification and who did (did not) take an oath.

[Signature]
(Print Name Robert W. Wirth)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:
ROBERT W. WIRTH
ATTORNEY AT LAW

FILED & RECORDED IN MY COMMISSION HAS NO EXPIRATION DATE
RECORDS OF NASSAU COUNTY, FLORIDA SECTION 147.03, R.C.

535

9208532

92 JUN -1 AM 10:20

[Signature]

15

(3)
R6020

Prepared by and return to:
Emerson M. Lottin, Esq
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202

JAN 16 1997

OK 0782 PG 0432
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA**

(Plantation Park)

This Supplementary Declaration, dated December 17, 1996, is made by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company", which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit "B" attached hereto and made a part hereof by reference ("Plantation Park I");

WITNESSETH:

WHEREAS, the Company desires to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Plantation Park I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 163, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and

BK0782PG0433

OFFICIAL RECORDS

Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein. The effect of the AIPCA Covenants will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Property, including, but not limited to that property described on Exhibit "C" attached hereto (the "Road Parcel"), which Road Parcel once consisted of a county road and has already been vacated subject to certain conditions pursuant to Resolution No. 96-184 of the Board of County Commissioners of the Board of Nassau County, Florida.

2. The Company hereby declares that Plantation Park I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Plantation Park I shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Plantation Park I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Plantation Park I shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(a) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto, for the purpose of Plantation Park I only, the AIPCA Covenants shall be modified and amended as follows:

A. The definition of "Residential Lot" in Article 1, Section 1(G) shall be amended so as not to be limited to parcels of land shown on any recorded final subdivision

BK0782PG0434
OFFICIAL RECORDS

plot and shall include any parcel shown on any site plan approved by the Company, which is intended for use as a site for a single-family detached dwelling, townhouse or patio dwelling;

B. The definition of "intended for use" in Article 1, Section 1(P) shall be amended to also mean the use intended for various parcels within the Properties as designated in any supplemental declaration, and the Parcels designated on any site plan approved by the Company in Plantation Park 1 shall be intended for use as Residential Lots;

C. Article V, Section 3(a)(1), (2) and (3) shall be deleted in their entirety and replaced with the following:

- 3(a)(1) Site plan approval by the Company showing such Residential Lot; and
- 3(a)(2) Delivery by the Company of the approved site plan to the Association.

D. Until such time as at least sixty-five (65) Residential Lots on Plantation Park 1 are being assessed as Residential Lots, the Association shall not be required to expend funds for any purpose attributable to Plantation Park 1 that were in excess of the revenues generated by assessments on the property in Plantation Park 1. Until such time, the owner of Plantation Park 1 shall contribute additional assessments to the AIPCA which are required to make the normal assessments equal the amount of funds to be expended for Plantation Park 1.

6. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Plantation Park 1, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

A. The definition of "Lot" or "Residential Lot" as described in the definition section of the Class A Covenants shall not be limited to parcels shown on plats and shall include any parcel shown on a site plan approved by the Company and intended for single-family residential use.

B. The term "plat plan" in Part 1, paragraph 1 shall include, without limitation (i) preliminary plats required by Nassau County, Florida and (ii) site plans.

C. The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new golf course located on the Property and adjacent to Plantation Park 1; and

D. Amalia Island Plantation shall include Plantation Park 1.

6. The Schedule of Exhibits attached hereto are as follows:

- Exhibit "A" Legal Description of Property
- Exhibit "B" Legal Description of Plantation Park 1
- Exhibit "C" Legal Description of After Acquired Property

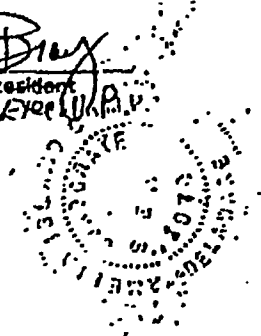
BK 0782 PG 0435
OFFICIAL RECORDS

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

Emerson M. Lopez
Signed Name: EMERSON M. LOPEZ
Matthew S. M...a
Signed Name: Matthew S. M...a

AMELIA ISLAND COMPANY

By: *S. Norman Bray*
Jack B. Hoalan, Jr. President
S. Norman Bray


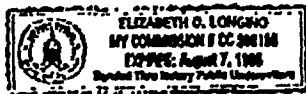
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of December, 1986, by Jack B. Hoalan, Jr., the President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(Notary Seal must be affixed)



Elizabeth C. Longino
Signature of Notary ELIZABETH C. LONGINO
Name of Notary (Typed, Printed or Stamped)
Commission Number: _____
My Commission Expires: _____

* EXECUTING VICE PRESIDENT

BX 0782 PG 0436
OFFICIAL RECORDS

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

AMELIA ISLAND PLANTATION PARK PARCEL "A"
A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO
BEING A PART OF TRACTS "A", "B" AND "C", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT
BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAIO COUNTY AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 12, UNIT TWO
OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE AFORESAID PUBLIC
RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID UNIT TWO OF AMERICAN BEACH SECTION THREE
RUN THE FOLLOWING COURSES AND DISTANCES: NORTH 88°30'30" EAST, A DISTANCE OF 199.86 FEET;
THENCE NORTH 01°20'25" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 44°29'00" EAST, A
DISTANCE OF 250.00 FEET; THENCE NORTH 01°37'02" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH
88°30'27" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°25'13" WEST, A DISTANCE OF 16.02
FEET; THENCE NORTH 88°32'58" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 02°06'50" WEST,
A DISTANCE OF 16.02 FEET; THENCE NORTH 48°29'16" EAST, A DISTANCE OF 250.09 FEET; THENCE
NORTH 01°27'54" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'21" EAST, A DISTANCE OF
250.00 FEET; THENCE NORTH 01°31'33" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°31'03"
EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°29'49" WEST, A DISTANCE OF 16.02 FEET;
THENCE NORTH 88°32'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°33'12" WEST, A
DISTANCE OF 26.22 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH
84°50'07" EAST, A DISTANCE OF 200.58 FEET; THENCE NORTH 01°54'32" WEST, A DISTANCE OF 28.08
FEET; THENCE NORTH 88°34'37" EAST, A DISTANCE OF 280.61 FEET; THENCE NORTH 02°09'43" WEST,
A DISTANCE OF 17.94 FEET; THENCE NORTH 87°49'08" EAST ALONG A LINE TO ITS INTERSECTION WITH
THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED),
A DISTANCE OF 93.00 FEET; THENCE SOUTH 02°13'13" EAST LEAVING SAID UNIT 2, AMERICAN BEACH
SECTION THREE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF
31.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A
RADIUS OF 592.56 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE
ARC OF SAID CURVE, AN ARC DISTANCE OF 116.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD
BEARING OF SOUTH 06°45'09" WEST AND A CHORD DISTANCE OF 185.34 FEET TO THE POINT OF TANGENCY
OF SAID CURVE; THENCE SOUTH 15°47'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE
OF 917.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A
RADIUS OF 587.25 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND
ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.28 FEET, SAID ARC BEING SUBTENDED BY A
CHORD BEARING OF SOUTH 04°23'21" WEST AND A CHORD DISTANCE OF 211.12 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; THENCE SOUTH 04°59'18" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-
WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT
RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 37.72 FEET; THENCE SOUTH 85°01'42" WEST ALONG
SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-
OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF
2582.93 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS
OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A
AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 530.88 FEET, SAID ARC BEING SUBTENDED BY
A CHORD BEARING OF NORTH 00°20'10" WEST AND A CHORD DISTANCE OF 530.68 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; THENCE NORTH 02°21'55" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-
WAY LINE, A DISTANCE OF 455.54 FEET; THENCE NORTH 88°00'52" EAST, A DISTANCE OF 283.33 FEET;
THENCE NORTH 01°29'58" WEST, A DISTANCE OF 300.44 FEET TO THE POINT OF BEGINNING.
CONTAINING 77.89 ACRES MORE OR LESS.

BK0782PG0437
OFFICIAL RECORDS

Exhibit "A"
(continued)

and

AMELIA ISLAND PARCEL "B"

A PART OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A" AND "B", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, UNIT ONE OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 04°58'18" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 670.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°58'18" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2350.32 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 3629.58 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 100.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°28'19" WEST AND A CHORD DISTANCE OF 100.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°01'42" EAST CONTINUING ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 2349.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.39 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL BEING THE SAME LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 613, PAGE 36, OFFICIAL RECORDS BOOK 709, PAGE 1255 AND IN OFFICIAL RECORDS BOOK 709, PAGE 1258 ALL RECORDED IN THE PUBLIC RECORDS OF SAID NASSAU COUNTY.

THE ABOVE DESCRIBED PARCEL ALSO BEING SUBJECT TO A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 617, PAGE 248 OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION 3, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE

0X0782PG0438

OFFICIAL RECORDS

Exhibit "A"
(continued)

CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK 0782 pg 0439

OFFICIAL RECORDS

Exhibit "A"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.71 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

DX0782PG0440

OFFICIAL RECORDS

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'46" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'48" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

INSTR # 200339049
OR BK 01183 PG 04968X0782PG0441
OFFICIAL RECORDSExhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

B-2

BK 0782 PG 0442
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.01 ACRES MORE OR LESS.

BK 0782 PG 0443

OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK 0782 PG 0444
OFFICIAL RECORDSExhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.71 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

BX 0782 PG 0445
OFFICIAL RECORDS

Exhibit "C"

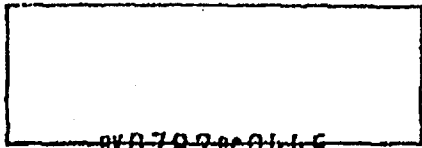
LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 20, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.86 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.



BK0782PG0446

OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, BASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEY ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 03°05'38" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9700882

97 JAN 16 AM 10:08

[Handwritten signature]

4 1100207
Prepared by and return to:

Emerson M. Letzle, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202

JAN 16 1997

OCT 20 1997

BK0810PG0407
OFFICIAL RECORDS
BK0782PG0432
OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Plantation Park)

This Supplementary Declaration, dated December 17, 1996, is made by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company", which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit "B" attached hereto and made a part hereof by reference ("Plantation Park I");

WITNESSETH:

WHEREAS, the Company desires to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Plantation Park I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof; and

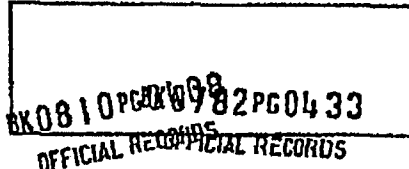
WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and

THIS INSTRUMENT IS BEING RE-RECORDED TO SHOW CORRECTIONS IN THE LEGAL DESCRIPTIONS CONTAINED IN EXHIBITS A-2, A-4, B-3 and B-5.

R. W. J. C.

1589

INSTR # 200339049
OR BK 01183 PG 0503



Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein. The effect of the AIPCA Covenants will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Property, including, but not limited to that property described on Exhibit "C" attached hereto (the "Road Parcel"), which Road Parcel once consisted of a county road and has already been vacated subject to certain conditions pursuant to Resolution No. 96-184 of the Board of County Commissioners of the Board of Nassau County, Florida.

2. The Company hereby declares that Plantation Park I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Plantation Park I shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Plantation Park I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Plantation Park I shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(a) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto, for the purpose of Plantation Park I only, the AIPCA Covenants shall be modified and amended as follows:

A. The definition of "Residential Lot" in Article 1, Section 1(G) shall be amended so as not to be limited to parcels of land shown on any recorded final subdivision

BK 0810PG0409
4K0702 PG0434
OFFICIAL RECORDS
OFFICIAL RECORDS

plat and shall include any parcel shown on any site plan approved by the Company, which is intended for use as a site for a single-family detached dwelling, townhouse or patio dwelling;

B. The definition of "Intended for Use" in Article 1, Section 1(P) shall be amended to also mean the use intended for various parcels within the Properties as designated in any supplemental declaration, and the Parcels designated on any site plan approved by the Company in Plantation Park 1 shall be intended for use as Residential Lots;

C. Article V, Section 3(a)(1), (2) and (3) shall be deleted in their entirety and replaced with the following:

3(a)(1) Site plan approval by the Company showing such Residential Lot; and

3(a)(2) Delivery by the Company of the approved site plan to the Association.

D. Until such time as at least sixty-five (65) Residential Lots on Plantation Park 1 are being assessed as Residential Lots, the Association shall not be required to expend funds for any purpose attributable to Plantation Park 1 that were in excess of the revenues generated by assessments on the property in Plantation Park 1. Until such time, the owner of Plantation Park 1 shall contribute additional assessments to the AIPCA which are required to make the normal assessments equal the amount of funds to be expended for Plantation Park 1.

5. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Plantation Park 1, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

A. The definition of "Lot" or "Residential Lot" as described in the definition section of the Class A Covenants shall not be limited to parcels shown on plats and shall include any parcel shown on a site plan approved by the Company and intended for single-family residential use.

B. The term "plat plan" in Part 1, paragraph 1 shall include, without limitation (i) preliminary plats required by Nassau County, Florida and (ii) site plans.

C. The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new golf course located on the Property and adjacent to Plantation Park 1; and

D. Amelia Island Plantation shall include Plantation Park 1.

6. The Schedule of Exhibits attached hereto are as follows:

Exhibit "A" Legal Description of Property
Exhibit "B" Legal Description of Plantation Park 1
Exhibit "C" Legal Description of After Acquired Property

BK 0810 PG 04702 PG 0435
OFFICIAL RECORDS

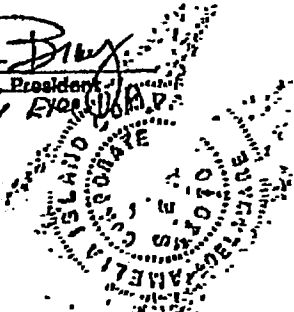
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY

Emerson M. Lopez
Printed Name: EMERSON M. LOPEZ
Matthew S. McFie
Printed Name: Matthew S. McFie

By: *S. Norman Bray*
Printed Name: Jack B. Haslan, Jr. President
S. Norman Bray Executive VP

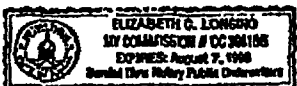


STATE OF FLORIDA
COUNTY OF Deval

The foregoing instrument was acknowledged before me this 26th day of December, 1988, by Jack B. Haslan, Jr., the President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



Elizabeth C. Longino
Signature of Notary ELIZABETH C. LONGINO
Name of Notary (Typed, Printed or Stamped)
Commission Number: _____
My Commission Expires: _____

* EXECUTIVE VICE PRESIDENT

BK0782PG0436
OFFICIAL RECORDS

BK0810PG0411
OFFICIAL RECORDS

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

AMELIA ISLAND PLANTATION PARK PARCEL "A"
 A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A", "B" AND "C", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 84 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 12, UNIT TWO OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID UNIT TWO OF AMERICAN BEACH SECTION THREE RUN THE FOLLOWING COURSES AND DISTANCES: NORTH 88°30'30" EAST, A DISTANCE OF 193.25 FEET; THENCE NORTH 01°28'33" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°29'00" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°37'02" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°30'21" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°32'56" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°08'50" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'16" EAST, A DISTANCE OF 250.09 FEET; THENCE NORTH 01°27'54" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°30'21" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°31'33" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°31'03" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°29'49" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°33'12" WEST, A DISTANCE OF 26.22 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 84°50'07" EAST, A DISTANCE OF 200.58 FEET; THENCE NORTH 01°54'32" WEST, A DISTANCE OF 25.08 FEET; THENCE NORTH 88°34'37" EAST, A DISTANCE OF 280.61 FEET; THENCE NORTH 02°09'43" WEST, A DISTANCE OF 17.94 FEET; THENCE NORTH 87°49'08" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 95.00 FEET; THENCE SOUTH 04°15'13" EAST LEAVING SAID UNIT 2, AMERICAN BEACH SECTION THREE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 31.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 592.38 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°45'09" WEST AND A CHORD DISTANCE OF 183.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°47'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 917.90 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 581.25 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°23'21" WEST AND A CHORD DISTANCE OF 211.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°58'12" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 37.72 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2382.93 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.36 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 530.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'10" WEST AND A CHORD DISTANCE OF 530.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°21'58" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.34 FEET; THENCE NORTH 86°00'52" EAST, A DISTANCE OF 283.33 FEET; THENCE NORTH 01°29'38" WEST, A DISTANCE OF 300.44 FEET TO THE POINT OF BEGINNING.
 CONTAINING 77.89 ACRES MORE OR LESS.

BK0810PG0412

OFFICIAL RECORDS

BK0782PG0437

OFFICIAL RECORDS

Exhibit "A"
(continued)

and

AMELIA ISLAND PARCEL "B"

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A" AND "B", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, UNIT ONE OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 04°38'18" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 670.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°38'18" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2330.32 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 3029.38 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 100.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°28'13" WEST AND A CHORD DISTANCE OF 100.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°01'42" EAST CONTINUING ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 2349.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.39 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL BEING THE SAME LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 813, PAGE 36, OFFICIAL RECORDS BOOK 709, PAGE 1235 AND IN OFFICIAL RECORDS BOOK 709, PAGE 1238 ALL RECORDED IN THE PUBLIC RECORDS OF SAID NASSAU COUNTY.

THE ABOVE DESCRIBED PARCEL ALSO BEING SUBJECT TO A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 617, PAGE 248 OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK (9), PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE

EX0810PG0413
OFFICIAL RECORDS
EX0782PG0438
OFFICIAL RECORDS

Exhibit "A"
(continued)

CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK0810PG0414
OFFICIAL RECORDS
BK0782PG0439
OFFICIAL RECORDS

Exhibit "A"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'47" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.62 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

EX0810PG0415
OFFICIAL RECORDS PG0440
OFFICIAL RECORDS

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'45" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'48" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

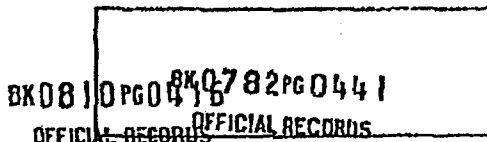


Exhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

EXHIBIT F-347

BX0782PG0442
BK0810PG0442 OFFICIAL RECORDS
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 8 PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

BK 0810 PG 01782 PG 0443
OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK 0810 PG 044 0782 PG 0444
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:
CLUB HOUSE

.62
A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.61 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

BK0782PG0445
OFFICIAL RECORDS

Exhibit "C"

LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY
BK0810PG0420
OFFICIAL RECORDS

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 20, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.86 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.

BK 0810PG0421
OFFICIAL RECORDS

BK 0782PG0446
OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEX ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEX ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEX ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEX ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEX ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 01°05'30" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9723966

97 OCT 20 PM 1:10

[Handwritten signature]
RECORDED
INDEXED
FILED
OCT 20 1997
NASSAU COUNTY, FLORIDA

9700882

97 JAN 16 AM 10:08

[Handwritten signature]
RECORDED
INDEXED
FILED
JAN 16 1997
NASSAU COUNTY, FLORIDA

DEPT. 1A 1997

**AMENDMENT TO COVENANTS AND RESTRICTIONS
TO IMPOSE ASSESSMENT ON
AMELIA ISLAND COMPANY**

EX 0817-60625
OFFICIAL

R37.50

Pursuant to the provisions of Article VIII, Section 2 of the "Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida" recorded at O.R. Book 178, page 249, public records, Nassau County Florida, as amended (the "Covenants and Restrictions"), AMELIA ISLAND COMPANY (the

"Company") hereby amends the Covenants and Restrictions to levy and impose additional annual assessments on Amelia Island Company as provided herein. Additional assessments are imposed to be due and payable as set forth on Schedule A attached, and are subject to the additional provisions set forth below. Such assessments shall be in addition to the normal annual assessments made or to be made pursuant to Article V of the Covenants and Restrictions,

Notwithstanding the schedule of installments on Schedule A, in the event that there does not occur a vote which is effective to preclude the first automatic ten year extension of the Covenants and Restrictions under Article VIII, Section 1 thereof, the amounts shown on Schedule A as payable in April, 2002, shall instead be payable in the amounts and at the times set forth on Schedule B attached. All installments shall be due and payable on the 5th calendar day of each month, provided that if such a day is a Saturday, Sunday or holiday on which banks in Jacksonville, Florida, are not open for business, then on the next succeeding business day.

On the due date of any installment, the Company may pre-pay all amounts designated to be applied as "principal" on the attached Schedules in whole but not in part. In the event of any pre-payment in whole (whether voluntary or caused by acceleration) the Company shall no longer be responsible for subsequent amounts designated on the Schedules to be applied to "interest". Amelia Island Plantation Community Association, Inc. ("AIPCA") agrees that any assessments received by it hereunder shall be utilized solely for the payment of "principal" or "interest", respectively, on AIPCA's loan from Barnett Bank, N.A. (together with its successors or assigns, the "Lender"). The Company further agrees that it will pay a late fee in the amount of 5% of any installment which is more than five (5) business days late, and that after five business days any past due installment shall accrue interest at a rate equal to the default rate specified by Lender in its loan documents (the "Default Rate"), but in no event to exceed the maximum rate permitted by law. In the event that an installment remains unpaid after 30 days, all remaining installments designated to be applied as "principal" shall become due and payable at the option of AIPCA, and shall thereafter bear interest at the Default Rate. All amounts provided for in this paragraph shall be an assessment and lien upon the Company under the Covenants and Restrictions.

This instrument was prepared by and should be returned to:
John T. Saffon, Foley & Lardner
200 North Laura Street
Jacksonville, Florida 32202-3520
F&L 73681.216

32

0817:60626

OFFICIAL RECORDS

If the interest rate on the loan documents between AIPCA and Lender is not fixed, amounts of the assessments which are designated to be applied as "interest" on the attached schedules shall be increased or decreased automatically so that they shall equal the interest that would accrue at LIBOR plus 235 basis points on the amount of installments designated to be applied as "principal" which remain unpaid by the Company, all in the same manner as interest is calculated and charged to AIPCA under the loan documents of Lender. In addition, in the event the full amount required under separate agreement to be disbursed by AIPCA to the Company is not disbursed immediately, the scheduled assessments labelled to be applied as "interest" shall be reduced to reflect the actual interest charge made by Lender on AIPCA for the amount actually disbursed to the Company. If such full amount is not disbursed prior to the first due date of an assessment labelled as "principal", scheduled assessments labelled as "principal" shall also be proportionately reduced.

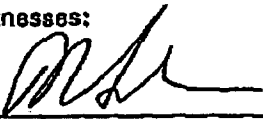
Upon payment in full of all assessments made hereunder, the parties hereto agree to execute a recordable instrument acknowledging such payment.

Amelia Island Plantation Community Association, Inc. joins in this instrument for the purpose of evidencing its ratification of such assessments, the payment schedule and the terms of this instrument.

This instrument has no third party beneficiaries except Lender, and may be amended or modified by Company and AIPCA provided that, if AIPCA's contemporaneous loan from Lender is not repaid, the consent of Lender is obtained.

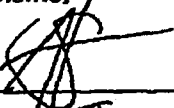
Approved this 5th day of December, 1997.

Witnesses:



PATRICK A. SARDOIE

(print name)



JOHN T. SEPTON

(print name)

AMELIA ISLAND COMPANY,
a Delaware corporation



By: Jack B. Healan, Jr., President

(Corp. Seal)

880817860627

Witnesses:

[Signature]
.....
PATRICK D. SAGANIE
[print name]

[Signature]
.....
JOHN T. SEPTON
[print name]

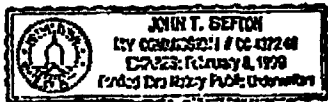
OFFICIAL RECORD
AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC., a
Florida corporation

By: [Signature]
John A. Johnson, Pres.
{Corp. Seal}

State of Florida, County of NASSAU

The foregoing instrument was acknowledged before me this 9 day of Dec. 1997, by Jack Healan, the president of AMELIA ISLAND COMPANY, a Delaware corporation on behalf of such corporation.

{Notary Seal}

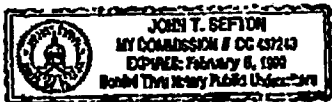


[Signature]
.....
JOHN T. SEPTON
(printed name of notary)

State of Florida, County of NASSAU

The foregoing instrument was acknowledged before me this 9 day of Dec. 1997, by John A. Johnson, the president of AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of such corporation.

{Notary Seal}



[Signature]
.....
JOHN T. SEPTON
(printed name of notary)

081710628

SCHEDULE "A"

OFFICIAL RECORD

INSTALLMENT DUE DATE	APPLICATION BY AIPCA	AMOUNT
1998:		
January	Interest	\$3,814.72
February	Interest	\$3,445.60
March	Interest	\$3,814.72
April	Interest	\$3,691.87
May	Interest	\$3,814.72
June	Interest	\$3,691.87
July	Interest	\$3,814.72
August	Interest	\$3,814.72
September	Interest	\$3,691.87
October	Interest	\$3,814.72
November	Interest	\$3,691.87
December	Interest	\$3,814.72
December	principal	\$38,461.64
Totals for 1998		\$83,376.82
1999:		
January	Interest	\$3,521.28
February	Interest	\$3,180.51
March	Interest	\$3,521.28
April	Interest	\$3,407.89
May	Interest	\$3,521.28
June	Interest	\$3,407.89
June	principal	\$38,461.64
July	Interest	\$3,227.84
August	Interest	\$3,227.84
September	Interest	\$3,123.72
October	Interest	\$3,227.84
November	Interest	\$3,123.72

Ex 081760629

OFFICIAL FILE

December	Interest	\$3,227.84
December	principal	\$38,481.54
Totals for 1999		\$116,841.81
2000:		
January	Interest	\$2,934.40
February	Interest	\$2,745.09
March	Interest	\$2,934.40
April	Interest	\$2,839.74
May	Interest	\$2,934.40
June	Interest	\$2,839.74
June	principal	\$38,481.54
July	Interest	\$2,640.98
August	Interest	\$2,640.98
September	Interest	\$2,555.77
October	Interest	\$2,640.98
November	Interest	\$2,555.77
December	Interest	\$2,640.98
December	principal	\$38,481.54
TOTALS FOR 2000		\$109,828.23
2001:		
January	Interest	\$2,347.52
February	Interest	\$2,120.34
March	Interest	\$2,347.52
April	Interest	\$2,271.79
May	Interest	\$2,347.52
June	Interest	\$2,271.79
June	principal	\$38,481.54
July	Interest	\$2,054.08
August	Interest	\$2,054.08
September	Interest	\$1,887.82

BK 0817 PG 0630

	OFF BAL IN CREDIT	
October	Interest	\$2,054.08
November	Interest	\$1,987.82
December	Interest	\$2,054.08
December	principal	\$38,481.54
TOTALS FOR 2001		\$102,821.52
2002:		
January	Interest	\$1,780.84
February	Interest	\$1,680.28
March	Interest	\$1,780.84
April	Interest	\$1,703.85
April	principal	\$230,789.22
Totals for 2002		\$237,584.81

OK 08170631
SCHEDULE "B" OFFICIAL RECORD

INSTALLMENT DUE DATE	APPLICATION BY AIPCA	AMOUNT
2002:		
April	Interest	\$1,703.85
May	Interest	\$1,780.84
June	Interest	\$1,703.85
June	principal	\$38,461.54
July	Interest	\$1,487.20
August	Interest	\$1,487.20
September	Interest	\$1,419.87
October	Interest	\$1,487.20
November	Interest	\$1,419.87
December	Interest	\$1,487.20
December	principal	\$38,461.54
Totals for 2002		\$90,799.96
2003:		
January	Interest	\$1,173.76
February	Interest	\$1,080.17
March	Interest	\$1,173.76
April	Interest	\$1,135.90
May	Interest	\$1,173.76
June	Interest	\$1,135.90
June	principal	\$38,461.54
July	Interest	\$880.32
August	Interest	\$880.32
September	Interest	\$851.92
October	Interest	\$880.32
November	Interest	\$851.92
December	Interest	\$880.32
December	principal	\$38,461.54
Totals for 2003		\$89,001.45

8K0817-0632

		OFF
2004:		
January	Interest	\$588.88
February	Interest	\$549.02
March	Interest	\$588.88
April	Interest	\$587.95
May	Interest	\$588.88
June	Interest	\$587.95
June	principal	\$38,481.54
July	Interest	\$293.44
August	Interest	\$293.44
September	Interest	\$283.87
October	Interest	\$293.44
November	Interest	\$283.87
December	Interest	\$293.44
December	principal	\$38,481.52
TOTALS FOR 2004		\$82,110.32

9729092

97 DEC 18 PM 1:49

Emerson M. Lotzia, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202
73661/229

EXHIBIT F-360

INSTR # 200339049
OR BK 01183 PG 0525

SEP 16 1998

BK 0848 PG 1642

OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
CLASS A COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA**

(Ocean Club Drive)

(Reserved for Clerk)

This Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida (Ocean Club Drive) ("Supplemental Declaration") is made the 10th day of September, 1998 by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on the Plat for Ocean Club Drive recorded in Plat Book 6, pages 107-110, public records of Nassau County, Florida ("Ocean Club Drive");

WITNESSETH:

WHEREAS, all of Ocean Club Drive is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, Official Record Book 223, page 699, Official Records Book 252, page 140, Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the public records of Nassau County, Florida (the "AIPCA Covenants"); and

WHEREAS, the Company desires to subject all of Ocean Club Drive to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, Official Records Book 153, page 204, and Official Records Book 174, page 108, all of the public records of Nassau County, Florida ("Class A Covenants"); and

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants;

CTN

KYAC

BK 0848 PG 1643
OFFICIAL RECORDS

however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants.

NOW THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company hereby declares as follows:

1. Ocean Club Drive and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the supplementary additions and modifications to the Class A, as they apply to Ocean Club Drive, are added and amended, respectively, and shall apply notwithstanding any other provision in the Class A Covenants:

A. Introduction

In order to establish continuity and order between homes within the Ocean Club Drive community, the Class A Covenants limit the palate of materials, forms and colors that can be used. While there is no specific architectural period or style defined for use in the Ocean Club Drive subdivision, there is a theme which can best be referenced as "Mediterranean Villas". The term villas brings to mind a rambling, spacious and open structure oriented to views and taking advantage of favorable climatic conditions but tightly framed to provide individual privacy and privacy to adjacent property owners. Ocean Club Drive homes express individual forms unified with limited materials primarily stucco and a limited range of natural colors. Homes will have dominant roofs of clay or concrete tile all in natural earth tone colors. The individuality of each home is established with an interplay of rich detailing and color from balconies, chimneys, shutters and the like. While it is not the Company's intent to limit or require adherence to a specific style, it is our objective to create a neighborhood which develops its own character. The home owner and owner's architect are encouraged to express individuality through details within the limits of these guidelines.

B. Minimum and Maximum Enclosed Dwelling Areas

Ocean Club Drive homes shall have a total minimum and maximum enclosed dwelling areas as follows:

- (1) Homes on lots 1-10 shall have a minimum enclosed dwelling area of 5,000 square feet and a maximum enclosed dwelling area of 12,000 square feet;
- (2) Homes on lots 11-14 shall have a minimum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 12,000 square feet; and

- (3) Homes on lots 15-33 shall have a minimum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 8,000 square feet.

Minimum and maximum enclosed dwelling areas shall include screen porches, lanais, or similar area under roof but does not include garages, carports or similar areas designed or used for the storage of vehicles. Where the garage is located under the living areas of the house, any conditioned or enclosed areas at the same grade as the garage level or separated by no more than one foot of elevation change shall not be counted toward minimum or maximum enclosed dwelling square footage.

C. Maximum Building Height

Ocean Club Drive homes shall have a maximum building height as follows:

- (1) Homes on Lots 1-14 shall have a maximum building height of:
- (a) Fifty-five (55) feet above the floor of the garage level or, four (4) stories above a parking level, whichever is less;
 - (b) Where the building exceeds three (3) stories over a garage, the top most story shall be incorporated into the roof form; and
 - (c) The building height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.
- (2) Homes on Lots 15-33 shall have a maximum building height of:
- (a) Forty-five (45) feet above the floor of the garage level or, three (3) stories above a garage level, whichever is less;
 - (b) The third floor shall be incorporated into the roof form; and
 - (c) The home height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.

D. Minimum Setbacks

All homes shall have the following minimum setbacks:

- (1) Front setback - the minimum front yard setback shall be thirty (30) feet from the right-of-way except as may be noted on the plat for Ocean Club Drive;
- (2) Rear setback - the minimum rear yard setback shall be thirty (30) feet from rear property line (golf course property) except as may be noted on the plat for Ocean Club Drive or in the deed for a lot in Ocean Club Drive;

BK 0848 PG 1645

- (3) Side setbacks - the minimum side yard setbacks shall be typical except that the minimum setbacks may be reduced by five (5) feet per side for a total of ten (10) feet where the front or rear building face does not exceed fifty (50) feet. The offset from the front or rear building face shall have a minimum depth of ten (10) feet measured from the building face. The purpose of the offset bonus is to encourage architectural interest by reducing the actual and the perceived width of the front and rear building planes;
- (4) Roof overhangs, cornices and other projections not exceeding four (4) feet and not supported from the ground may project into the required setbacks; and
- (5) The minimum setback detailed above may be reduced by the Company's Architectural Review Board ("ARB") if compatible with other laws and regulations and the ARB determines that the minimum variation is necessary to protect significant topographic or vegetative cover existing on the lot.

E. Foundations and Off Grade Crawl Areas

- (1) The vertical wall portion of the foundation shall be extended to the ground with openings that do not exceed 50% of the surface area.
- (2) Foundation or crawl openings shall be covered with louvers or lattice painted to conform with the color scheme of the home. Minor cantilevered areas may be allowed without enclosed or covered vertical walls or wall openings.

F. Exterior Wall Finishes

- (1) The main exterior wall material shall be stucco or an improved external wall coating system with finishes that include coquina or oyster shell, Spanish lace, sand finish and the like.
- (2) Wood, wood shingles and coral block may be used for accents and detailing not to exceed 20% of the total exterior wall area. Brick may not be used for exterior wall surfaces.

G. Windows and Doors

- (1) Major operating or fixed windows shall be wood or wood clad with copper, anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes shall not be allowed.

H. Roofs

- (1) Clay and concrete tile in natural earth tone colors shall be used for all primary roof material. Metal roofing may be used for secondary roofing areas or accents limited to 25% of the total roofing area.

OFFICIAL RECORDS

- (2) All primary roofs shall be gable or hip designs. Flat or shed roof construction shall be permitted for secondary roof areas limited to 25% of the total roofing area.

I. Landscaping

- (1) Landscape plans shall emphasize a natural environment through the use of native and naturalized plant materials.
- (2) All landscape plans shall be prepared and submitted by a Landscape Architect licensed in the State of Florida.

J. Architectural Review

- (1) All homes shall be approved by the ARB pursuant to the power reserved in the Company in Part I of the Class A Covenants.
- (2) It is the intent of the Company that the owner's architect analyze the site and incorporate environmental considerations into the design of the home. A pre-design meeting between the owner's architect and the ARB or its representative is required prior to the development of any plans other than site analysis.
- (3) All architectural plans must be prepared and submitted by an Architect licensed in the State of Florida.
- (4) The ARB at its sole discretion retains the right to approve minor variances to the above guidelines and restrictions where it determines that the variances are in the best interests of the home owner and/or the Ocean Club Drive community.

K. Golf Course

- (1) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the property which is adjacent to Ocean Club Drive; and

L. Amelia Island Plantation

- (1) Amelia Island Plantation, as defined in the Class A Covenants, shall include Ocean Club Drive.

BK 0848 PG 1647

IN WITNESS WHEREOF, the parties have caused this Supplemental Declaration to be properly executed by their respective duly authorized representative and recorded in the public records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

"Company"

AMELIA ISLAND COMPANY, a
Delaware corporation

Margaret Ann Wood
Printed Name: MARGARET ANN WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V. P.

Jana Williams
Printed Name: Jana Williams

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of September, 1998, by S. Norman Bray, the Exec Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Margaret Ann Wood
Signature of Notary
MARGARET ANN WOOD
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC 519430
My Commission Expires: Jan. 8, 2000

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC519430
MY COMMISSION EXP. JAN. 8, 2000

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SFT II, INC., a Delaware corporation ("Mortgagee"), the owner and holder of the indebtedness secured by the instrument described below (the "Mortgage Instruments"), hereby consents and joins in the foregoing Supplementary Restated Declaration of Class A Covenants and Restrictions for Amella Island Plantation, Nassau County, Florida (Ocean Club Drive) and subordinates its mortgage lien encumbering all of any part of the Property (as described in the foregoing Supplementary Restated Declaration) to the Supplementary Restated Declaration, except for the easements which are reserved to the Company or for the benefit of any real estate now or hereafter encumbered by the Mortgaged Instruments. The Mortgage Instruments being:


ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS dated January 15, 1997 and recorded January 17, 1997 in Official Records Book 782, page 1061; as modified by Notice of Future Advance, Mortgage Modification and Spreader Agreement dated January 14, 1997 and recorded January 17, 1997 in Official Records Book 782, page 1067, (said original mortgage dated May 6, 1993 and recorded May 25, 1993 in Official Records Book 681, page 784 as modified in Official Records Book 698, page 781, Official Records Book 712, page 1725, Official Records Book 718, page 1791, Official Records Book 734, page 559, Official Records Book 739, page 273 and Official Records Book 749, page 820), all of the public records of Nassau County, Florida; the insured mortgage being modified by Mortgage Modification dated April 16, 1997 as recorded in Official Records Book 790, page 1614, public records of Nassau County, Florida, and further assigned by Assignment of Note, Mortgage and Loan Documents dated April 21, 1997 and recorded in Official Records Book 790, page 1833, public records of Nassau County, Florida, as further modified by Notice of Future Advance and Mortgage Modification Agreement recorded in Official Records Book 790, page 1842, of the public records of Nassau County, Florida, as further modified by Mortgage Spreading Agreement dated December 5, 1997 and recorded in Official Records Book 817, page 618, of the public records of Nassau County, Florida, as further assigned by that Assignment of Note, Mortgage and Loan Documents dated April 29, 1998 and recorded in Official Records Book 841, page 1689, of the public records of Nassau County, Florida.

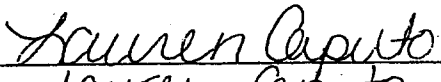
IN WITNESS WHEREOF, this Consent and Joinder is executed on behalf of the Mortgagee this 14th day of September, 1998.

WITNESSES:

SFT II, INC., a Delaware corporation


Printed Name: N. J. Joku

By: 
Printed Name: ROGER COZZI
Its: VICE PRESIDENT


Printed Name: Lauren Caputo

BK 0848 PG 1649

OFFICIAL RECORDS

STATE OF NY
COUNTY OF NY

The foregoing instrument was acknowledged before me this 14th day of September, 1998, by Roger Corci, the Vice President of SFT II, Inc., a Delaware corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

[Handwritten Signature]

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number: 01SA6001972
My Commission Expires: _____

ELIZABETH SANZO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 2, 2000

BK 0048 PG 1650

CONSENT AND JOINDER OF MORTGAGEE OFFICIAL RECORDS

The undersigned, AMSOUTH BANK, a state banking corporation ("Mortgagee"), the Mortgagee under that certain Mortgage and Security Agreement Securing a Development Loan dated April 16, 1998 and recorded in Official Records Book 831, page 824, of the public records of Nassau County, Florida, hereby consents and joins in the foregoing Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and subordinates its mortgage lien encumbering all of any part of the Property (as described in the foregoing Supplementary Restated Declaration) to the Supplementary Restated Declaration, except for the easements which are reserved to the Company.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 10th day of September, 1998.

WITNESSES:

AMSOUTH BANK, a state banking corporation

Catherine T. Haas
Printed Name: Catherine T. Haas

By: [Signature]
Printed Name: James W. Davis
Its: Vice President

Michael D. Austin
Printed Name: Michael D. Austin

STATE OF Florida
COUNTY OF Duval

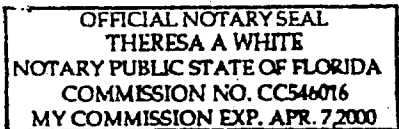
The foregoing instrument was acknowledged before me this 10th day of September, 1998, by James W. Davis the V.P. of AmSouth Bank, a state banking corporation, on behalf of the corporation. Such person: (notary must check applicable box)

9822273

98 SEP 16 AM 10:06

- is/are personally known to me.
- produced a current Florida driver's license as identification
- produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
Signature of Notary
Theresa A. White
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC 546016
My Commission Expires: April 7, 2000

Emerson M. Lotzia, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202
73661/230

EXHIBIT F-369

SEP 16 1998

INSTR # 200339049
OR BK 01183 PG 0534

BK 0848 PG 1666

OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
CLASS A COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA**

(Sound Point Court)

(Reserved for Clerk)

This Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida (Sound Point Court) ("Supplemental Declaration") is made the 10th day of September, 1998 by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on the Plat for Sound Point Court recorded in Plat Book 6, page 104, public records of Nassau County, Florida ("Sound Point Court");

WITNESSETH:

WHEREAS, all of Sound Point Court is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, Official Record Book 223, page 699, Official Records Book 252, page 140, Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the public records of Nassau County, Florida (the "AIPCA Covenants"); and

WHEREAS, the Company desires to subject all of Sound Point Court to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, Official Records Book 153, page 204, and Official Records Book 174, page 108, all of the public records of Nassau County, Florida ("Class A Covenants"); and

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants;

however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants.

NOW THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company hereby declares as follows:

1. Sound Point Court and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the supplementary additions and modifications to the Class A, as they apply to Sound Point Court, are added and amended, respectively, and shall apply notwithstanding any other provision in the Class A Covenants:

A. Minimum and Maximum Enclosed Dwelling Areas

Sound Point Court homes shall have a total minimum and maximum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 8,000 square feet.

Minimum and maximum enclosed dwelling areas shall include screen porches, lanais, or similar area under roof but does not include garages, carports or similar areas designed or used for the storage of vehicles.

B. Maximum Building Height

Sound Point Court homes shall have a maximum building height of:

- a. Forty-five (45) feet above the floor of the garage level or, three (3) stories above a garage level, whichever is less;
- b. The third floor shall be incorporated into the roof form; and
- c. The home height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.

C. Minimum Setbacks

- . All homes shall have the following minimum setbacks:

OFFICIAL RECORDS

- a. Front setback - the minimum front yard setback shall be thirty (30) feet from the right-of-way except as may be noted on the plat for Sound Point Court;
 - b. Side setbacks - the minimum side yard setbacks shall be twenty (20) feet;
 - c. Roof overhangs, cornices and other projections not exceeding four (4) feet and not supported from the ground may project into the required setbacks; and
 - d. The minimum setback detailed above may be reduced by the Company's Architectural Review Board ("ARB") if compatible with other laws and regulations and the ARB determines that the minimum variation is necessary to protect significant topographic or vegetative cover existing on the lot.
- D. Foundations and Off Grade Crawl Areas
- a. The vertical wall portion of the foundation shall be extended to the ground with openings that do not exceed 50% of the surface area.
 - b. Foundation or crawl openings shall be covered with louvers or lattice painted to conform with the color scheme of the home. Minor cantilevered areas may be allowed without enclosed or covered vertical walls or wall openings.
- E. Windows and Doors
- a. Major operating or fixed windows shall be wood or wood clad with copper, anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes shall not be allowed.
- F. Landscaping
- a. Landscape plans shall emphasize a natural environment through the use of native and naturalized plant materials.
 - b. All landscape plans shall be prepared and submitted by a Landscape Architect licensed in the State of Florida.
- G. Architectural Review
- a. All homes shall be approved by the ARB pursuant to the power reserved in the Company in Part I of the Class A Covenants.
 - b. It is the intent of the Company that the owner's architect analyze the site and incorporate environmental considerations into the design of the home. A pre-design meeting between the owner's

BK0848PG1669

architect and the ARB or its representative is required prior to the development of any plans other than site analysis.

- c. All architectural plans must be prepared and submitted by an Architect licensed in the State of Florida.
- d. The ARB at its sole discretion retains the right to approve minor variances to the above guidelines and restrictions where it determines that the variances are in the best interests of the home owner and/or the Sound Point Court community.

H. Fertilizers. Only biodegradable fertilizers and EPA/DEP approved pesticides and fungicides shall be used on any of Sound Point Court.

I. Marsh Edge Buffer. Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marshfront areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Buffer Line as recorded in the public records of Nassau County on the Plat for Sound Point Court, less and except wetlands filled pursuant to an appropriate permit such as the permits to fill the wetlands on Lot 2 in St. Johns River Water Management District Permit No. 4-089-000-9M15-ERP and U.S. Army Corps of Engineer Permit No. 199800438(1P-DS). That portion of any marshfront within the open space corridor shall be preserved substantially in its present natural state except pursuant to the written approval of St. Johns River Water Management District and other regulatory agencies which have jurisdiction over such wetlands. It is the responsibility of the lot owner, his agent and the entity performing any activity within the open space corridor to acquire the necessary written approvals prior to the beginning of any work. This open space corridor may be superseded and redefined from time to time by the appropriate governmental agencies.

J. Amelia Island Plantation. Amelia Island Plantation, as defined in the Class A Covenants, shall include Sound Point Court.

INSTR # 200339049
OR BK 01183 PG 0538

BK0848PG1670

OFFICIAL RECORDS

IN WITNESS WHEREOF, the parties have caused this Supplemental Declaration to be properly executed by their respective duly authorized representative and recorded in the public records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

"Company"

AMELIA ISLAND COMPANY, a
Delaware corporation

Margaret Ann Wood
Printed Name: MARGARET ANN WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V.P.

Jana Williams
Printed Name: Jana Williams

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of September, 1998, by S. Norman Bray, the Exec Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Margaret Ann Wood
Signature of Notary

MARGARET ANN WOOD
Name of Notary (Typed, Printed or Stamped)

Commission Number: CC519430

My Commission Expires: Jan. 8, 2000

MAY 2 1999

EXHIBIT F-374

INSTR # 200339049
OR BK 01183 PG 0539

Prepared by and Return to:
Emerson M. Lotzia, Esq.
Juliana Rowland, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
073661/0240

INSTR # 200339049
OR BK 01183 PG 0539
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA**

(The Pointe at Sound Point)

This Supplementary Declaration, dated April 29, 1999, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("The Pointe");

W I T N E S S E T H

WHEREAS, all of The Pointe is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Lots of The Pointe (as either designated on the plat for The Pointe to be recorded in the public records of Nassau County, Florida, as Single-Family Residential Lots or as designated by the Company as Single-Family Residential Lots in any recorded document amending this Supplementary Declaration ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Lots of The Pointe (as either designated on the plat of The Pointe to be recorded the public records of Nassau County, Florida as Townhouse Lots or as designated by the Company in any amendment to this Supplementary Declaration, ("Townhouse Property")) to the terms and conditions of the Class

BK 0882 PG 1317

OFFICIAL RECORDS

"B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of The Pointe (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within The Pointe have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, The Pointe constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes The Pointe constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

BK0882 PG 1318

OFFICIAL RECORDS

1. The Company hereby declares that The Pointe and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to The Pointe, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

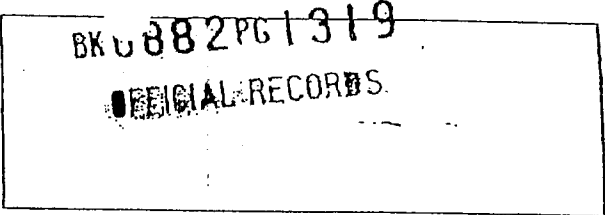
(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height ^{above a garage} with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 900 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section 1, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23—26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to The Pointe;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or The Pointe;

(E) Part III, paragraph 1, of the Class A and Class B Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the buffer line to be recorded in the public records of Nassau County on the Plat for The Pointe or as designated in any amendment to this Supplementary Declaration ("Buffer Line"), less and except wetlands filled pursuant to an appropriate permit. That portion of any marshfront within the open space corridor shall be preserved substantially in its present natural state except pursuant to the written approval of St. Johns River Water Management District and other



regulatory agencies which have jurisdiction over such wetlands. It is the responsibility of the lot owner, his agent and the entity performing any activity within the open space corridor to acquire the necessary written approvals prior to the beginning of any work. This open space corridor may be superseded and redefined from time to time by the appropriate governmental agencies; and

(F) Amelia Island Plantation shall include The Pointe.

(G) The Company, at its sole election, shall have the right to approve any plat for The Pointe and to designate Single-Family Residential Lots and Townhouse Lots and the Buffer Line if the plat does not refer to such designations.

(H) The Pointe homes on Single Family Residential Lots shall have a total minimum enclosed dwelling area of twenty-two hundred (2,200) square feet. ^{At Seven} The Pointe homes on Townhouse Lots shall have a total minimum enclosed dwelling area of twenty-five hundred (2,500) square feet. ^{conditioned in}

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered
In the presence of:

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation

Joyce A. Middleton
Printed Name: Joyce A. Middleton
Marshall E. Wood
Printed Name: MARSHALL E. WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V.P.

[Corporate Seal]

OR BK 01183 PG 0543
BK0882P01320
OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0543

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th day of April, 1999, by S. Norman Gray, the Gen. Mgr. President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: *(notary must check applicable box)*

- is personally know to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood
Signature of Notary

MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):



Attachments: Exhibit A - Legal Description

EXHIBIT A

BK0882PG1321

OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0544

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°-42'-10" EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH 15°-01'-01" EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH 84°-57'-25" WEST, 24.91 FEET; (2) SOUTH 79°-22'-33" WEST, 44.37 FEET; (3) SOUTH 83°-11'-45" WEST, 31.79 FEET; (4) NORTH 89°-19'-39" WEST, 57.10 FEET; (5) SOUTH 82°-48'-27" WEST, 34.41 FEET; (6) SOUTH 35°-16'-53" WEST, 39.26 FEET; (7) SOUTH 27°-11'-11" WEST, 33.64 FEET; (8) SOUTH 49°-30'-37" EAST, 28.56 FEET; (9) SOUTH 76°-56'-02" EAST, 51.02 FEET; (10) SOUTH 44°-39'-25" EAST, 40.02 FEET; (11) SOUTH 69°-43'-33" WEST, 20.71 FEET; (12) NORTH 82°-32'-44" WEST, 73.13 FEET; (13) NORTH 89°-21'-37" WEST, 70.24 FEET; (14) SOUTH 79°-41'-52" WEST, 67.74 FEET; (15) SOUTH 89°-34'-59" WEST, 45.10 FEET; (16) SOUTH 88°-38'-18" WEST, 40.44 FEET; (17) NORTH 88°-58'-58" WEST, 57.76 FEET; (18) SOUTH 85°-58'-30" WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 187.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°-24'-12" WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

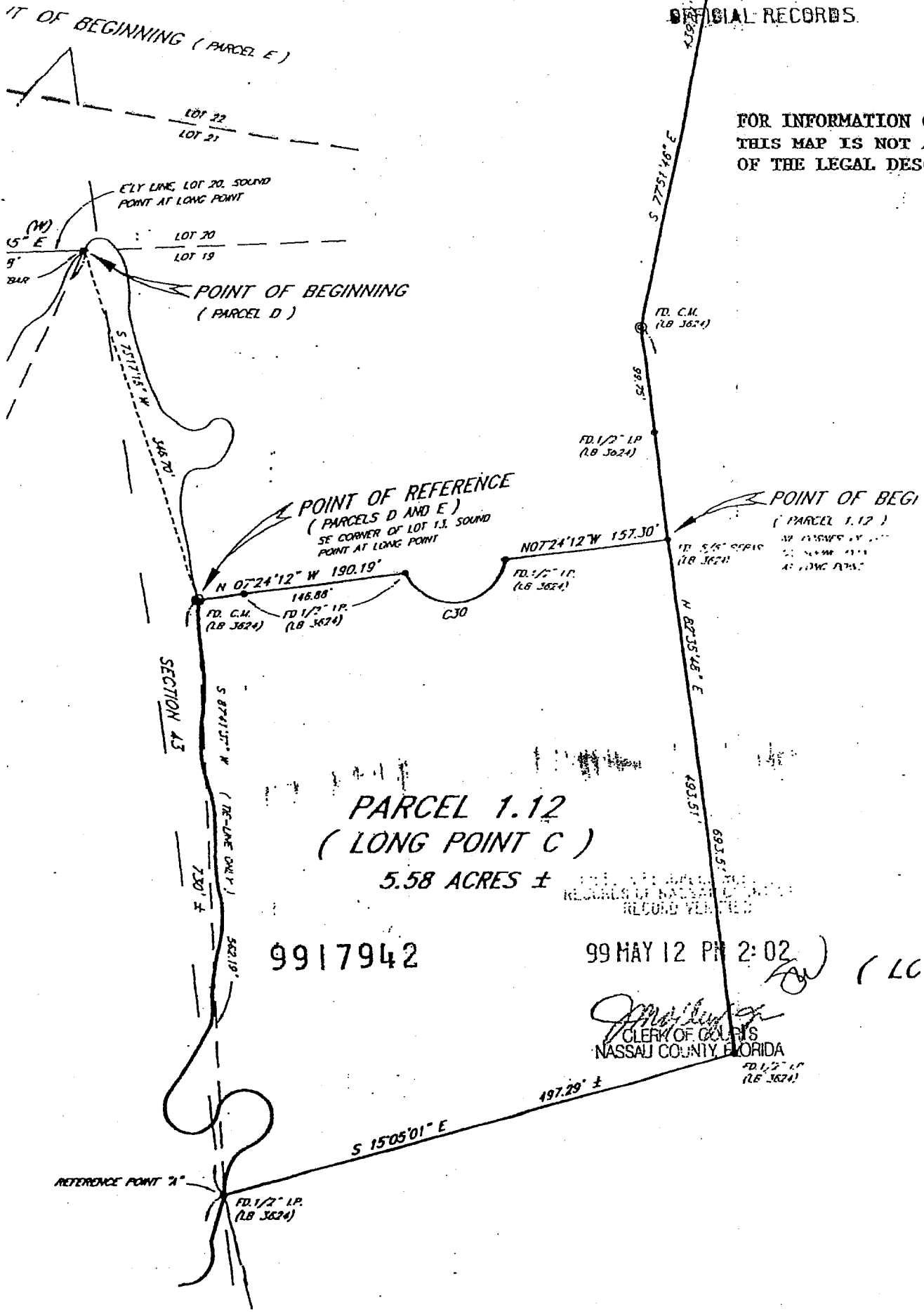
BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED) PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED BY:
JIM PEACOCK, P.S.M. NO. 3718

COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.



MAY 18 1988

Prepared by and Return to:
Ernest M. Louis, Esq.
Julian Rowland, Esq.
Foley & Lashier
200 Laura Street
Jacksonville, Florida 32202
073661/0240

BR0882PG1323
OFFICIAL RECORDS

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE POINTE AT SOUND POINT**

ATS-25833

BK0882PG1324
OFFICIAL RECORDS

TABLE OF CONTENTS

TABLE OF CONTENTS I

ARTICLE I DEFINITIONS 1

ARTICLE II GENERAL PROVISIONS 3

SECTION 2.1 MEMBERSHIP RIGHTS IN ASSOCIATION 3

SECTION 2.2 MEMBERSHIP CLASSES AND VOTING RIGHTS IN ASSOCIATION 3

SECTION 2.3 CREATION OF THE LEND AND PERSONAL OBLIGATION OF ASSESSMENTS 4

SECTION 2.4 PURPOSE OF ASSESSMENTS 4

SECTION 2.5 UNIFORM RATE OF ASSESSMENT 4

SECTION 2.6 MONTHLY ASSESSMENTS; DUE DATES 4

SECTION 2.7 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION 4

SECTION 2.8 ASSESSMENTS 5

SECTION 2.9 MAINTENANCE OF RESIDENTIAL DWELLING, LANDSCAPE AREAS AND TOWNHOUSES 5

SECTION 2.10 NON-COMPLIANCE WITH EXTERIOR MAINTENANCE PROVISION 5

ARTICLE III ARCHITECTURAL PLANNING CRITERIA FOR TOWNHOUSES 6

SECTION 3.1 BUILDING TYPE 6

SECTION 3.2 BUILDING HEIGHT 6

SECTION 3.3 GENERAL SETBACK RESTRICTIONS IN BUILDING ZONES 6

SECTION 3.4 SPECIFIC SETBACK RESTRICTIONS 6

SECTION 3.5 FOUNDATIONS AND FLOOR LEVEL ELEVATIONS 7

SECTION 3.6 FOUNDATION WALLS 7

SECTION 3.7 EXTERIOR WALL FINISHES 7

SECTION 3.8 EXTERIOR VENEER MATERIALS 7

SECTION 3.9 WINDOWS AND DOORS 8

SECTION 3.10 ROOF AND CHIMNEYS 8

SECTION 3.11 SOLAR ROOF DEVICES 8

SECTION 3.12 CHIMNEYS 9

SECTION 3.13 OUTBUILDINGS AND GARAGES 9

SECTION 3.14 PARKING 9

SECTION 3.15 DRIVEWAYS 9

SECTION 3.16 COLOR 9

SECTION 3.17 LANDSCAPING, LIGHTING AND SERVICE COURTS 9

ARTICLE IV SPECIAL REQUIREMENTS AND EASEMENTS 10

SECTION 4.1 EASEMENTS FOR ENCRoACHMENTS 10

SECTION 4.2 FOUNDATION FOR TOWNHOUSE WALLS 10

SECTION 4.3 FLAT EASEMENTS 10

SECTION 4.4 SIMULTANEOUS CONSTRUCTION OF CONTIGUOUS TOWNHOUSES 11

SECTION 4.5 DOCKS AND OBSERVATION PLATFORMS 11

ARTICLE V ADDITIONS, DELETIONS, PLATTING 11

SECTION 5.1 ADDITIONS, DELETIONS 11

SECTION 5.2 IMPROVEMENTS TO THE COMMON PROPERTY 11

ARTICLE VI PROPERTY RIGHTS 12

SECTION 6.1 OWNERSHIP, MAINTENANCE, AND USE OF COMMON PROPERTY 12

ARTICLE VII MUTUALITY OF BENEFIT AND OBLIGATION 12

BK0882161325

SECTION 7.1	MUTUALITY	12
SECTION 7.2	RESERVES AND BURDENS	13
SECTION 7.3	VIOLATION	13
ARTICLE VII	MISCELLANEOUS	13
SECTION 8.1	AMENDMENT	13
SECTION 8.2	DURATION	14
SECTION 8.3	ASSIGNMENT OF DEVELOPER	14
EXHIBIT A	1

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE POINTE AT SOUND POINT

This Declaration is made on this 29th day of April,
1999, by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to
Long Point Development Company, (the "COMPANY").

WITNESSETH:

WHEREAS, Company is the Owner of the property generally known as THE
POINTE AT SOUND POINT and as described on Exhibit "A" attached hereto ("The Point").
It is anticipated that The Pointe will be developed into Single Family Residential Lots ("Single
Family Residential Lot") and Townhouse Residential Lots ("Townhouse Lot") (as either
designated on the plat to be recorded or as designated by the Company in any amendment to
the Supplementary Restated Declaration of Covenants and Restrictions for Amelia Island
Plantation (The Pointe at Sound Point) dated of even date herewith and recorded prior to this
Declaration; and

WHEREAS, Company, in order to maintain the integrity of The Pointe, desires
to subject said lands to the covenants, conditions, restrictions, easements, charges and liens
hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and
every Owner of any and all parts thereof;

NOW, THEREFORE, Company, as Owner, for itself, its successors and
assigns, hereby imposes the covenants, conditions, restrictions and easements hereinafter
described, which easements shall be perpetual in duration unless otherwise provided, and
which shall run with the title to said lands and shall be binding upon all parties having any
right, title or interest in said lands or any part thereof, their heirs, personal representatives and
assigns, shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

For the purposes of this Declaration the following terms shall have the following
meanings:

"Board" means the Board of Directors of the Association, which has been duly
elected and qualified in accordance with the Articles of Incorporation and Bylaws of the
Association;

"Association" shall mean and refer to THE POINTE AT SOUND POINT
OWNERS ASSOCIATION, INC., its successors and assigns;

BK 0882 PG 1327

"Common Property" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded, leased or dedicated to the Association and designated in said deed, lease or plat dedication as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property."

"Company" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements;

"Developer" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Easements for Drainage and Utilities" shall mean and refer to the Easements for Drainage and Utilities as shown on the Plat, required herein, or as required for the construction and operation of any Townhouse;

"Lands" shall mean and refer to the Land as described on Exhibit A;

"Lot" shall mean and refer to any Single Family Residential Lot or Townhouse Lot as shown on the Site Plan;

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Townhouse, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

"Plat" shall mean the plat to be recorded for The Pointe;

"Residential Dwelling" shall mean and refer to any building constructed or to be constructed on a Lot for use and occupancy as a single family residence.

"Single Family Lots" shall mean as defined on page 1 of this Declaration.

"Townhouse" shall mean and refer to any building constructed or to be constructed on a Lot as part of and adjacent to another Townhouse and intended for use and occupancy as a single family residence.

"Townhouse Lot" shall mean as defined on page 1 of this Declaration.

"Townhouse Wall" shall mean and refer to the inner supporting structural walls of a Townhouse which is adjacent and contiguous to the inner structural wall of the townhouse on the adjacent Lot.

BK0882PG1328

OFFICIAL RECORDS

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; and the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Lands and the improvements constructed or to be constructed thereon by providing a plan for the development, use and enjoyment thereof. The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Membership Rights in Association.

Every Owner of a Lot shall be a member of the Association as provided below. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2 Membership Classes and Voting Rights in Association.

The Association shall have two classes of membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Company;

(b) Class B. The Class B member(s) shall be the Company, its successors or assigns. The Class B membership shall terminate upon the earliest of (i) when the Company and its successor developer have conveyed all Lots to third parties (provided, however, that a transfer of any property shown on Exhibit "A" together with a full or partial assignment of the Amelia Island Company's developer or Company rights shall not be treated as a transfer under this subsection (i)), (ii) the Company terminates the Class B membership, or (iii) on December 31, 2004.

(c) Voting Rights in Association. Until the Class B membership terminates, Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, each Class A member shall have one vote on all matters to come before the Association. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote or less than one vote be cast with respect to any Lot.

BK 0882 PG 1329
OFFICIAL RECORDS

INSTR # 200339049
DR BK 0183 PG 0552

Section 2.3 Creation of the Lien and Personal Obligation of Assessments.

The Company, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such lien shall not attach until a notice of lien is recorded in the public record of Nassau County and a copy thereof is furnished to the Owner of the liened Lot or Townhouse. The lien shall be enforced as a lien under Chapter 713 of the Florida Statutes.

Section 2.4 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of all landscaped areas, all driveways as shown on the Plat, Drainage and Utility Easements and upon the default of the Owners subject to Article II and Article III herein, to provide Townhouse maintenance and enforcement of this Declaration.

Section 2.5 Uniform Rate of Assessment.

Both annual and special assessments must be determined by the formula set forth below:

$$\frac{\text{Each individual Lot}}{\text{Total of all Lots}} = \text{per Lot responsibility for Association Expenses}$$

Both annual and special assessments shall be collected on a monthly basis, except as provided herein.

Section 2.6 Monthly Assessments; Due Dates.

The Board shall fix the amount of the monthly regular assessments against each Lot at least thirty (30) days in advance of each calendar or fiscal year of the Association. Written notice of the regular assessments shall be sent to every Owner subject thereto. Monthly assessments are due on the first day of each calendar month.

Section 2.7 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an

BK0882PG1330

action at law against the Owner personally obligated to pay assessments, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Townhouse, Residential Dwelling or Lot.

Section 2.8 Assessments

(a) Assessment of Company. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or Bylaws, to the contrary, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, there shall be no monthly or special monthly assessments against any Townhouse, Residential Dwelling or Lot in which Company owns any interest, as long as there is Class B membership in the Association. Upon termination of the Class B membership in the Association, as hereinabove provided, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, the monthly assessment against any Townhouse, Residential Dwelling or Lot in which Company owns any interest shall be ten percent (10%) of the amount hereinabove established against Townhouses, Residential Dwelling or Lots owned by Class A members of the Association, other than Company. Upon transfer of title of a Company-owned Townhouse, Residential Dwelling or Lot, such Townhouses, Residential Dwelling or Lots shall be assessed in the amount established against Townhouses, Residential Dwelling or Lots owned by the Class A members of the Association, prorated as of, and commencing with, the day following the date of transfer of title.

(b) Assessments of Owners of Undeveloped Lots Not Owned by the Company. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration to the contrary, the Owners of undeveloped Lots other than the Company shall pay only 37.5% of the Lot Assessment referenced in Section 2.5.

Section 2.9 Maintenance of Residential Dwelling, Landscape Areas and Townhouses.

Each Owner of a Residential Dwelling or Townhouse shall be responsible for the maintenance of his or her Residential Dwelling, Townhouse and landscaped areas on their Lot, including: paint, repair, gutters, downspouts, exterior building surfaces, windows, doors, lawns and plant beds and all other exterior improvements, and shall maintain his or her Residential Dwelling, Townhouse and landscaped areas on their Lot in a good state of condition and repair.

Section 2.10 Non-Compliance with Exterior Maintenance Provision.

In the event an Owner of any Residential Dwelling or Townhouse shall fail to maintain the improvements situated thereon in a manner satisfactory to the Company or the

BK0882PG1331

OFFICIAL RECORDS

Board of Directors, or fail to comply with the provisions of Article III, if applicable, the Association shall, through its agents and employees, enter upon said parcel and to repair, maintain, and restore the exterior of the buildings and any other improvements erected thereon and take any action necessary for compliance with Article III. The cost of such maintenance shall be assessed to and become part of the assessment to which such Townhouse or Residential Dwelling is subject.

ARTICLE III ARCHITECTURAL PLANNING CRITERIA FOR TOWNHOUSES

The provisions of Article III shall apply only to Townhouse Lots.

Section 3.1 Building Type.

All Townhouses shall have a minimum footage of enclosed dwelling space of twenty-five hundred square feet. The term "enclosed dwelling space" shall mean the total enclosed heated and air conditioned area within the dwelling. The term does not include garages, terraces, decks, open porches and like areas.

Section 3.2 Building Height.

The maximum building height of a Townhouse shall not exceed 55 feet or three stories above a parking level whichever is less. The highest floor, whenever possible, shall be incorporated into the form of the floor below through the use of dormers and roof terraces so as to reduce the visual impact of the roof. Chimneys and approved roof ornamentation are accepted from this criteria. Third floor areas may include widows walks, roof terraces, lookout towers, etc., with no limits on the area of the spaces; however, they must be screened from direct viewing onto adjacent terraces of the attached unit.

⊕ The highest floor ~~shall~~ ^{may} have a ~~minimum~~ ^{maximum} gross floor area of 900 square feet.

Section 3.3 General Setback Restrictions in Building Zones.

Slight variations may be permitted to the setbacks noted below by the Company. In order to assure that location of Townhouses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each townhouse and to assure that the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration location of large trees and similar considerations, the Company will control the precise site and location of any Townhouse or other structure upon all lots. Such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. In the event an agreed location is stipulated in writing in the contract of purchase for the Developer, the Company shall approve automatically such location for a Townhouse.

Section 3.4 Specific Setback Restrictions.

The following setback restrictions are established with respect to the construction of the livable, enclosed, heated floor area of any Townhouse within The Pointe:

BK 0882 PG 1332

(a) Front Setbacks. The front yard setbacks shall be a minimum 30 feet from the right-of-way. Building heights, while defined in another section, shall in part relate to the front yard setbacks; and

(b) Side Setbacks. Each Lot shall have one side yard setback which shall be an inflexible 12 feet to provide for view, breeze, light and visual separation of units. No structure of the house shall be permitted in this zone with the exception of roof overhangs which shall not exceed 3 feet or interfere with adjacent unit views. Courtyard walls and privacy screens can be erected in the building setback area with approval by the Company. Balconies and other improvements shall be constructed within the building area as limited by the applicable setbacks. Exceptions shall include only roof overhangs, courtyard walls and privacy screens with the approval of the Company, walks, drives, and items which are of a landscape nature.

Section 3.5 Foundations and Floor Level Elevations.

Timber or concrete are unacceptable as a solution to site buildings on the ground. Vertical wall surfaces must extend to the ground with openings allowed that do not exceed 50% of the surface area.

Section 3.6 Foundation Walls.

In the event a wood floor or crawl space is provided for a Townhouse, the ventilation openings are to be covered with grating, wood louvers, or lattice painted to conform with the trim or color scheme of the townhouses. Standard aluminum vent grill are not permitted. Any concrete block foundation walls are to be clad or stuccoed. Exposed floor joists must be covered with suitable material so as not to leave framing members visible.

Section 3.7 Exterior Wall Finishes.

The main exterior wall material of each Townhouse shall be stucco or an improved external wall coating system with finishes to include, coquina or oyster shell (dependent on color approval), Spanish lace, sand finish, etc. Other materials which may be utilized include wood, wood shingles, coquina or coral block and brick; however, they shall not exceed 20% of the exterior area and shall be utilized mainly for accents or detailing.

Section 3.8 Exterior Veneer Materials.

Veneer materials such as coquina used on a Townhouse must not stop on exterior corners and should have a minimum end or butt dimension of 4 inches in thickness. While brick is allowed in minimum amounts, it shall be Savannah gray (unless painted a solid color, in which case it will be compatible with the stucco color).

BK0882PG1333

OFFICIAL RECORDS

Section 3.9 Windows and Doors.

Window and door frames on Townhouses are to have anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes are not allowed. No sliding glass doors are to be visible from the main street or side street. While tinted glass is acceptable, no foil or reflective material shall be used on any windows for sunscreens. Where more than one window treatment is viewed from a single or adjacent elevations, drapery liners will be used to provide consistent appearance.

Section 3.10 Roof and Chimneys:

(a) Homogenous Character. The roofs of all Townhouses within The Pointe shall have a similarity of form to provide for a homogenous character. All primary roofs shall be gable and hip design with a minimum roof slope or pitch of 6/12. The more contemporary shed construction is not appropriate for the primary roof but may be utilized for the secondary roof areas limited to 15% or less of the total roofed area. Clay or concrete tile or a metal roof, all in natural earth tone colors, shall be used for the primary roofing material unless another material is approved by the Company. Attached residential units shall utilize the same roofing material including color;

(b) Flat Roofs. Flat roofing on Townhouses is acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in use as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., garage to main structure or free standing garage, pool enclosures, etc., shall have a roof with materials similar to that of the main structure;

(c) Roof Overhangs. While roof overhangs on Townhouses can incorporate balconies, decks and screened porches, the minimum depth for primary roof overhangs shall be 2 feet 8 inches with gable ends of 1 foot 4 inches. Secondary roof overhangs may be less as approved by the Company;

(d) Roof Attachments. Roof attachments on Townhouses, whether ornamental or functional such as lightning rods, ornamental ridge caps, weather vanes, oversized fireplace flues, observation towers, etc. are permissible as approved by the Company. All roof accessories, such as vent stacks and roof vents, shall either be painted to match the roof color or accentuated to form a statement. Flashing shall be copper except in the case of metal roofs where it shall be of the same material or where good construction practice demands other materials. No raw aluminum or galvanized flashing is allowed where it is visible;

Section 3.11 Solar Roof Devices.

The use of solar energy producing devices on Townhouses (active and/or passive) are subject to Company approval; and

BK0882PG1334

OFFICIAL RECORDS

Section 3.12 Chimneys.

Chimney dimensions for Townhouses shall be compatible in scale to the structure; however, the minimum size shall be 2 feet 6 inches by 4 feet 6 inches. All exposed surfaces of chimneys should be of masonry or stucco with a preference for covered flue endings. Prefab metal fireplaces are acceptable within a Townhouse; however, the exposed metal flue must be totally covered with approved materials. No prefabricated metal spark arrestors or flue tops may be exposed to view.

Section 3.13 Outbuildings and Garages.

Any outbuilding permitted on a Townhouse Lot, such as pool houses or detached garages, must be compatible with the form of the main Townhouse in style as well as materials and color. Garages under the main form of the Townhouse are encouraged; however, free standing garages are acceptable so long as they are connected to the main body of the Townhouse by covered passageways or trellises. In the case of free standing garages, they will have side entrances.

Section 3.14 Parking.

A minimum of two off-street parking spaces which are screened from the street view must be provided for each Townhouse.

Section 3.15 Driveways.

Driveways must be paved with a hard surface such as asphalt, concrete, concrete or brick pavers, brick, or exposed aggregate, etc. In the event concrete is utilized, it must be colored to an approved scheme. One driveway may serve two Townhouses.

Section 3.16 Color.

A given Townhouse and its associated outbuildings, walls, etc., shall not use more than three colors excluding the roof color. The attached structure shall be required to utilize at least one of these colors with the addition of a new color being allowed. The first Townhouse of any attached pair will have a greater selection range for colors as well as materials with the following unit being required to stay in the same palette range.

Section 3.17 Landscaping, Lighting and Service Courts:

(a) Plant Material. The feeling of a natural environment in the use of plant material is encouraged as opposed to a heavily manicured theme. Property lines between units should not be definable by the use of plant material. A complete plant list will accompany the landscape plan and will specify the size of each plant proposed;

(b) Ostentatious Site Features. The construction of ostentatious site features such as topiary, sculpture, free standing fountains in the foreground of townhouses or lighting systems which may be offensive to adjacent neighbors is unacceptable;

BK 0882 PG 1335

OFFICIAL RECORDS

(c) Service Yard. Every Townhouse must have a service yard for trash receptacles, utility meters, HVAC equipment, clotheslines, lawn care equipment, fuel tanks, and any other vehicles, materials, supplies and equipment to be stored outside. The service yards are to be screened from view from roads and adjacent properties by a visual barrier at least 6 feet high, which may be fencing material as approved by the Company which are extensions of the house;

(d) Walls or Hedges. No walls or hedges of plant material will be installed along a lot line; however, the Company may consider such placement where lot configuration and placement warrant such consideration. All hedges and walls must relate to and be an extension of the architectural form of the Townhouse and the outdoor space or activity being defined by any such walls or hedges; and

(e) Mailbox. Mailbox design and location will be provided by the developer.

**ARTICLE IV
SPECIAL REQUIREMENTS AND EASEMENTS**

The provisions of this Article IV shall apply only to Townhouse Lots.

Section 4.1 Easements for Encroachments.

Company hereby subjects each Townhouse Lot to an easement for the construction of roof overhangs approved by the Company, the Townhouse Wall and encroachments created by construction and/or settling of the Townhouses and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Townhouse is partially or totally destroyed, and then rebuilt, the Owner of the Townhouse so affected covenants and agrees that minor encroachments on parts of the adjacent Townhouse due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 4.2 Foundation for Townhouse Walls.

The Owner who constructs the first Townhouse on a Townhouse Lot which will have the Townhouse Walls shall construct at its sole expense a foundation which will support the Townhouse Wall on the adjacent Lot.

Section 4.3 Plat Easements.

Each Townhouse Lot is subject to a five (5) feet wide easement, for the benefit of the Company and the Association, for drainage, utilities and sewer along the front, side (except in area of Townhouse Wall) and rear property lines thereof. The Company reserves the exclusive right to partially release any plat easements, if any, in the area of a Townhouse Wall. The partial release shall be accomplished with a separate recordable document delivered to the Owner.

BK0882PG1336

OFFICIAL RECORDS

Section 4.4 Simultaneous Construction of Contiguous Townhouses.

No Townhouse may be constructed unless the adjacent Townhouse, sharing the common Townhouse Wall, is being constructed at the same time. The Company reserves the exclusive right to release or partially release this restriction or covenant. The release or partial release shall be accomplished with a separate recordable document delivered to the owner.

Section 4.5 Docks and Observation Platforms.

Subject to the last sentence of this Section 4.5, no dock or observation platform shall be built on any Townhouse Lot. A single dock or observation platform, with a ~~maximum dock or platform area of five hundred (500) square feet~~, to be located on Common Property ("Association Dock") may be constructed by the Developer or the Association for the common use of all Owners of Lots. If the Developer or the Association cannot obtain, after using a good faith effort, the permits to construct the Association Dock, Owners may apply for permits for the construction of a dock and/or platform on their Lot and the prohibitions in this Section 4.5 on docks and platforms on Townhouse Lots shall be null and void.

ARTICLE V
ADDITIONS, DELETIONS, PLATTING

Section 5.1 Additions, Deletions.

Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to the property the subject to this Declaration (for purposes of this Section 5.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Area or shall be platted as Single Family Residential Lots or Townhouse Lots when the property is made subject to this Declaration and (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses. Developer may also, but shall not be obligated to, withdraw land from the scheme of the development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that all lands remaining subject to this Declaration after such withdrawal are contiguous. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the subdivision.

Section 5.2 Improvements to the Common Property.

The Developer or the Association may, but shall not be obligated to, provide recreational or other facilities on the Common Property at any time, and the Association and

BK 0882 PG 1337

the Owners shall pay the additional common expenses required to maintain these additional facilities.

ARTICLE VI PROPERTY RIGHTS

Section 6.1 Ownership, Maintenance, and Use of Common Property.

The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

- (a) Protection of Common Property. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;
- (b) Additional and Reserved Easement. The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the property subject to the plat of The Pointe, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all of the Common Property. Developer reserves a perpetual nonexclusive easement for ingress, egress, golf cart, pedestrian and vehicular access, utilities and maintenance over all the Common Property;
- (c) Governing Documents. All provisions of this Declaration, the plat of The Pointe and the Articles, and Bylaws of the Association; and
- (d) Rules and Regulations. Rules and regulations governing use and enjoyment of the Common Property adopted by the Association and easements and restrictions of record affecting any part of the Common Property.

ARTICLE VII MUTUALITY OF BENEFIT AND OBLIGATION

Section 7.1 Mutuality.

The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, Residential Dwelling and/or Townhouse, and are intended to create mutual equitable servitudes upon each Lot, Residential Dwelling and/or Townhouse in favor of the other Lots, Residential Dwellings and/or Townhouses, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, Residential Dwellings and/or Townhouses, their heirs, successors, and assigns.

BK 0882 PG 1338

OFFICIAL RECORDS

Section 7.2 Benefits and Burdens.

Every person who is an Owner does by reason of taking title to property within The Pointe agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

Section 7.3 Violation.

In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the other Owners, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The reasonable costs for correcting such violation plus a reasonable attorney's fee and interest at the highest rate allowed by law shall be a charge on the land and a continuing lien on the Residential Dwelling or Townhouse. The failure to enforce any rights, reservations, restrictions or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Amendment.

As long as the Company is a Class B member of the Association, it shall have the right to amend these Covenants, Conditions, Restrictions and Easements without the approval of the members or the board of directors or officers of the Association. Thereafter, the covenants, restrictions and easements may be amended from time to time by the Association, upon vote of a majority of the Board of Directors of the Association in the first three (3) years of its existence, and thereafter upon the vote of a majority of the members of the Association, provided, however, that no such amendment shall change the use of the Lots, Residential Dwellings or Townhouses or the adjacent areas to anything other than for residential purposes or to eliminate the lien rights of the Association.

BK 0882 PG 1339

OFFICIAL RECORDS

Section 8.2 Duration.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Amelia Island Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of Townhouses has been recorded, agreeing to change said covenants in whole or in part. All easements shall be perpetual.

Section 8.3 Assignment of Developer.

The Developer shall have the sole and exclusive right at any time to transfer and assign, on an exclusive or non-exclusive basis, any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to the Association or such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto. The assignee of any developer right whether such assignee is the Association or other third-party assignee, shall indemnify and hold the Developer harmless for and against any loss or claim resulting from such assignee's failure to perform such obligations.

IN WITNESS WHEREOF, the Company has executed this Declaration this 29TH day of April, 1999.

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger to Long Point
Development Company

By: [Signature]
S. NORMAN BRAY, Its Exec Vice President

[Signature]
[Signature]
[Signature]
MARSHALL E. WOOD

STATE OF FLORIDA
COUNTY OF NASSAU

BK 0882 PG 1340
OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999, by S. NORMAN BRY, the EXEC. VICE President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood
Signature of Notary MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

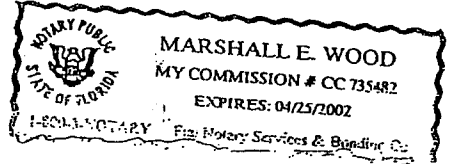


EXHIBIT A

BK 0882 PG 1341

OFFICIAL RECORDS

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $82^{\circ}-42'-10''$ EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH $15^{\circ}-01'-01''$ EAST A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH $84^{\circ}-57'-25''$ WEST, 24.91 FEET; (2) SOUTH $79^{\circ}-22'-33''$ WEST, 44.37 FEET; (3) SOUTH $83^{\circ}-11'-45''$ WEST, 31.79 FEET; (4) NORTH $89^{\circ}-19'-39''$ WEST, 57.10 FEET; (5) SOUTH $82^{\circ}-48'-27''$ WEST, 34.41 FEET; (6) SOUTH $35^{\circ}-16'-53''$ WEST, 39.26 FEET; (7) SOUTH $27^{\circ}-11'-11''$ WEST, 33.64 FEET; (8) SOUTH $49^{\circ}-30'-37''$ EAST, 28.56 FEET; (9) SOUTH $76^{\circ}-56'-02''$ EAST, 51.02 FEET; (10) SOUTH $44^{\circ}-39'-25''$ EAST, 40.02 FEET; (11) SOUTH $69^{\circ}-43'-33''$ WEST, 20.71 FEET; (12) NORTH $82^{\circ}-32'-44''$ WEST, 73.13 FEET; (13) NORTH $89^{\circ}-21'-37''$ WEST, 70.24 FEET; (14) SOUTH $79^{\circ}-41'-52''$ WEST, 67.74 FEET; (15) SOUTH $89^{\circ}-34'-59''$ WEST, 45.10 FEET; (16) SOUTH $88^{\circ}-38'-18''$ WEST, 40.44 FEET; (17) NORTH $88^{\circ}-58'-58''$ WEST, 57.76 FEET; (18) SOUTH $85^{\circ}-58'-30''$ WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 187.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $07^{\circ}-24'-12''$ WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED) PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED BY:
JIM PEACOCK, P.S.M. NO. 3718

COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

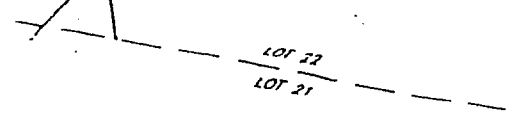
PLAT BOOK 5, PAGES 190-192

BK 0082 PG 1342

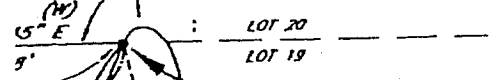
OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.

IT OF BEGINNING (PARCEL E)



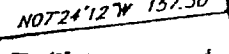
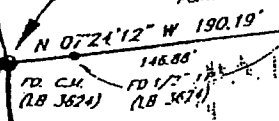
E'LY LINE, LOT 20, SOUND
POINT AT LONG POINT



POINT OF BEGINNING
(PARCEL D)

POINT OF REFERENCE
(PARCELS D AND E)
SE CORNER OF LOT 13, SOUND
POINT AT LONG POINT

POINT OF BEGI
(PARCEL 1.12)



SECTION 43

9917943

PARCEL 1.12
(LONG POINT C)

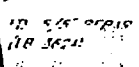
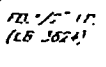
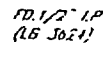
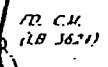
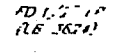
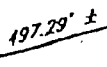
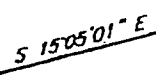
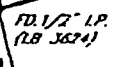
5.58 ACRES ±

99 MAY 12 PH 2:03

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

(LC)

REFERENCE POINT 7"



FILED RECORDS
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

APR 3 1972

OFFICIAL RECORD

EXHIBIT F-401

126 PART 000

STATE OF FLORIDA)
COUNTY OF NASSAU)

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS,
ETC., which constitute covenants
running with certain lands of Amelia
Island Company

CLASS "A" COVENANTS, April 3, 1972

FOR SINGLE FAMILY DETACHED AND PATIO DWELLING AREAS

WHEREAS, AMELIA ISLAND COMPANY, a corporation organized and existing under the laws of the State of Delaware is the owner of certain lands located within Amelia Island Plantation on Amelia Island, Nassau County, Florida, and nearby areas.

WHEREAS, AMELIA ISLAND COMPANY, in accordance with a resolution of its Board of Directors adopted at a meeting held on March 31, 1972; wherein the President and the Secretary of Amelia Island Company were authorized to make this Declaration and to execute the same on behalf of said Company, now wishes to declare certain restrictive covenants affecting certain lands on Amelia Island, Florida, and nearby areas now owned or subsequently acquired by the Company.

NOW, THEREFORE, AMELIA ISLAND COMPANY, does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply only to lands conveyed in Amelia Island Plantation and nearby areas by deeds hereafter made which make reference to this Declaration of Covenants for Class "A" Residential Buildings.

DEFINITIONS

Whenever used herein, the term "Company" or "the Company" shall refer to Amelia Island Company, its successors and assigns.

Whenever used herein, the term "lot" or "residential lot" shall mean a parcel of subdivided and platted land in Amelia Island Plantation intended for single family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.

Whenever used herein, the term "Association" shall refer to Amelia Island Plantation Community Association, Inc., its successors and assigns and any other community or owners association within Amelia Island Plantation organized by the Company or by others with the consent of the Company.

INSTR # 200339049
OR BK 0183 PG 0566

OFFICIAL RECORDS BOOK 122 PART 339

"Amelia Island Plantation" when used herein shall refer to the lands on Amelia Island in Nassau County, Florida and nearby areas which are shown as a part of Amelia Island Plantation on the Company's Master Development Plan as revised from time to time.

The Covenants and Restrictions below will be referred to as the Class "A" Covenants of Amelia Island Plantation, and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and such other public records as may be appropriate for nearby areas, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE
OBLIGATIONS APPLICABLE TO ALL CLASS "A"
RESIDENTIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Area until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Amelia Island Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean that total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. In order to protect the natural beauty of the sand dunes, hills and ridges located throughout Amelia Island Plantation, written approval of the Company is hereby required for the removal, reduction, cutting down, excavation or lowering of such dunes, hills and ridges. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of paragraph 1 of this Part I.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific set back lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

5. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner of builder due to strikes, fires, national emergency or natural calamities.

6. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached or patio-walled single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. Where the ground elevation on a lot has a variation within the lot of eight feet or more, automobile parking levels will not be considered in determining the two-story height limitation, if the dwelling is built into the sloping ground elevation.

OFFICIAL RECORDS

BOOK 122 PAGE 341

7. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

8. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

10. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Amelia Island Plantation. The cost of this vegetation control shall be paid by the owner of the lot. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Amelia Island Plantation Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

11. In the event the owner desires to sell a residential site within Amelia Island Plantation together with its improvements, if any then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

12. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

13. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

14. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

15. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assigns, or if no such main has been constructed in the vicinity of such lot, the such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

16. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity telephone equipment, gas, sewer, water or other public convenience or utilities, on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety, and appearance. In the event of the subdivision or combination of one or more lots, the easements created hereby shall exist on the resulting lot(s) and shall terminate

16. (Cont'd)

and become void on the lots subdivided or combined. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

17. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

18. No trailer, tent, barn, tree house, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

19. No fuel tanks or similar storage receptacle may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 20 herein, or buried underground.

20. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

21. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensee, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal house hold use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

22. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

INSTR # 200339049
OR BK 01183 PG 0572

EXHIBIT F-407

23. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to replat any lot or lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridge parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

24. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding the right to build any bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in Amelia Island Plantation; provided that such walkway, bridge, or fixed span, if it be over waterways intended for boat passage as designated on plats recorded in the public records, shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterways passable. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

25. Whenever the Company is permitted by these covenants (including Parts II, III, IV, and V hereof) to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

PART II

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Areas" is defined as all those residential lots of land or blocks of land intended for subdivision located adjacent to any golf course located in Amelia Island Plantation.

2. That portion of any Golf Fairway Residential lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by Company, before the implementation.

3. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in Amelia Island Plantation. This reserved easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trim or debris, planting of grass, watering, application of fertilizer, mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the Owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, a recovery of balls only, not play, shall be permitted in such Easement Area. Golfers or their caddies shall not be entitled to enter on a such lot with a golf cart or other vehicle, not spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway lot, "Out of Bounds" markers may be placed on said lot at the expense of the Company.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways picking up balls or otherlike interference with play.

PART III

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREA

1. In order to preserve the natural appearance and scenic beauty of Amelia Island Plantation and to provide a "cover" for animals which habitually move along the marsh edges, there is hereby established a construction and clearing restricted zone on all lots fronting on marshlands. That portion of any marshland lot located within thirty feet of the average high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted. For the purposes of this paragraph

1. (Cont)

EXHIBIT F-409

"marshland lot" is defined as any lot fronting on the salt marshland located between the highlands of Amella Island Plantation and Nassau Sound, one of the four sides of which is within twenty feet of the mean high tide line.

2. The provisions of paragraph (1) of this Part III shall not prohibit the construction of docks and decks over the marsh in compliance with Paragraph 3 of this Part III.

3. Owners of lots fronting on the navigable water may erect docks (and boat houses where appropriate in the discretion of the Company) upon the property located between the outer boundary of their lots and contiguous to same and the low water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;

(b) Written approval of the Company to such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near salt marshlands must be secured.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

4. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times.

PART IV

SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES

1. Residential lots shown on recorded plats and on which a patio wall is designated are referred to herein as "Patio Home Sites". Dwelling units constructed on Patio Home Sites must be constructed so as to utilize a Patio Wall as designated on the recorded Subdivision plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the same shall be located two (2) feet inside of and parallel to the designated lot line on the recorded subdivision plat.

OFFICIAL RECORDS

BOOK 122 PAGE 347

2. The dwelling unit shall utilize a portion of the Patio Wall as one of its exterior walls and shall be constructed so that neither the Patio Wall nor the dwelling unit provides any window or view openings looking into or overlooking the adjacent lot and provides no access way or entry way into said adjacent lot.

3. The cost of construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the lot owner on whose lot the same is situated.

4. There shall be reserved a two-foot easement on each lot between the exterior of the Patio Wall and/or dwelling unit and the parallel lot boundary line for the use and enjoyment of the adjacent lot owner, only as hereinafter provided. Said two-foot easement area and the exterior of the Patio Wall and/or dwelling unit may be used by an adjacent lot owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the Patio Wall and/or dwelling unit.

5. Said Patio Home shall be constructed with gutters to insure that no excessive rain water is discharged upon the adjoining lot.

6. An eight-foot easement is further reserved along the boundary line of each lot, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance, and repair of the Patio Wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight-foot easement area that is removed or damaged by the adjoining lot owner during the construction, maintenance, or repair of his Patio Wall and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damages.

7. All Patio Homes shall have a minimum of twelve hundred (1200) square footage of enclosed dwelling area as defined in said covenants, and as defined in Paragraph 2 of Part I of these covenants.

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Amelia Island Company to maintain and enhance (or to convey subject to open space restrictions to the Amelia Island Plantation Community Association, Inc.) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential

1. (Cont'd)

areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Amelia Island Plantation Master Plan for development.

2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the plat referenced in the deed of conveyance shall show and designate an Open Space Area as abutting the said property. The Open Space Easement so granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, nor to areas on such plat not clearly designated as Open Space Area.

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Community Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.

5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubs, make any gradings of the soil, or take any other similar action reasonable.

6. (Cont'd)

necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

9. The Company expressly reserves to itself, its successors, and assigns, every reasonable use and enjoyment of said Open Space Areas in a manner not inconsistent with the provisions of this Declaration.

10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

PART VIADDITIONS LIMITATIONS, DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any of the Amelia Island Company for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property when such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Amelia Island Plantation, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to subdivisions in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. It is the true intent and purpose of Amelia Island Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas, properties conveyed by Amelia Island Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds. In the event of subsequent Declaration of covenants to the extent that there is any variation from and addition to covenants herein recorded, such subsequent Declaration may also be referenced in deeds of conveyance.

5. The Company reserves the right to assign to the Association its right reserved in these covenants to approve (or disapprove) improvements proposed in Amelia Island Plantation and nearby areas, including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules.

6. Amelia Island Plantation Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Amelia Island Plantation. Said covenants have been recorded in the Realty Records in the Office of the Clerk of Circuit Court for Nassau County, Florida, contemporaneously with these Class "A" Covenants of Amelia Island Plantation. All properties within Amelia Island Plantation which become subject to the Class "A" Covenants of Amelia Island Plantation shall also be subject to the provisions of the said covenants established by Amelia Island Plantation Community Association, Inc.

persons described in and who executed the foregoing Covenants and
Restrictions as Vice President and Assistant
Secretary, respectively, of Amelia Island Company, the corporation
named therein, and severally acknowledged to and before me that they
executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State
this 3rd day of April, 1972.

J. L. ...
Notary Public
State of Florida at Large
My Commission Expires: 5-18-73

4023

FILED AND RECORDED
IN OFFICE
1972 APR -3 PM 3:25
D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

OFFICIAL RECORDS

JUL 12 1973

STATE OF FLORIDA)
)
NASSAU COUNTY)

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC. WHICH
CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS
OF AMELIA ISLAND COMPANY - CLASS "A" COVENANTS,
APRIL 3, 1972, FOR SINGLE FAMILY DETACHED AND
PATIO DWELLING AREAS

Amelia Island Company does hereby amend the "Declaration
of Rights, Restrictions, Affirmative Obligations, Conditions, Etc.
Which Constitute Covenants Running with Certain Lands of Amelia
Island Company - Class "A" Covenants, April 3, 1972, for Single
Family Detached and Patio Dwelling Areas" which is recorded in
the office of the Clerk of the Circuit Court of Nassau County,
Florida, in Official Records Book 122, pages 338-352, (the "Declara-
tion") by striking and deleting from the Declaration paragraph 8
of Part IV. Amelia Island Company does hereby waive and release
its rights under Part IV paragraph 8 as the same apply to proper-
ty heretofore conveyed subject to the Declaration. In all other
respects the terms of the Declaration shall remain unchanged.

This 10th day of July, 1973.

Witness:

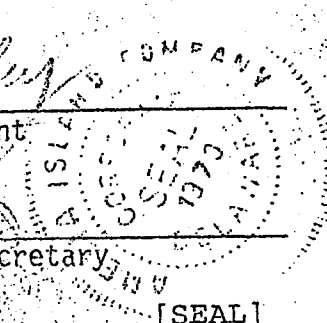
AMELIA ISLAND COMPANY

Mary Anna Martin

By: Frank Brumley
Its Vice-President

Nancy H. Bromley

Attest: [Signature]
Its Assistant Secretary



[SEAL]

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in this State and County aforesaid to take acknowl-
edgments, personally appeared Frank Brumley and

OFFICIAL RECORDS

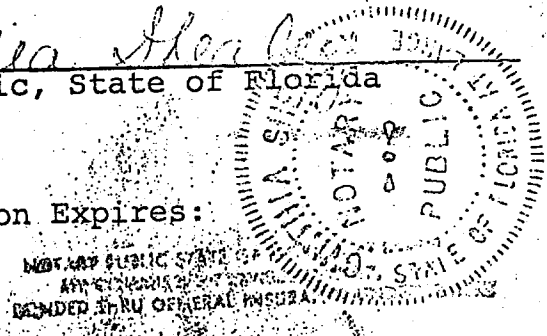
BOOK 149 PAGE 90

Ann Bibb to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as Vice President and Assistant Secretary, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 10th day of July, 1973.

Ann Bibb
Notary Public, State of Florida
at Large

My Commission Expires:



This instrument prepared by:

Douglas D. Batchelor, Jr.
HULL, TOWILL, NORMAN, BARRETT & JOHNSON
Post Office Box 1564
Augusta, Georgia 30903

12327

FILED AND RECORDED
IN OFFICE

1973 JUL 12 PM 3:19

D.O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

SEP 19 1973

OFFICIAL RECORDS

BOOK 153 PAGE 204

File 6.00

STATE OF FLORIDA)
)
NASSAU COUNTY)

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC. WHICH
CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS
OF AMELIA ISLAND COMPANY - CLASS "A" COVENANTS,
APRIL 3, 1972, FOR SINGLE FAMILY DETACHED AND
PATIO DWELLING AREAS

Amelia Island Company does hereby amend the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc. Which Constitute Covenants Running with Certain Lands of Amelia Island Company - Class "A" Covenants, April 3, 1972, for Single Family Detached and Patio Dwelling Areas" which is recorded in the office of the Clerk of the Circuit Court of Nassau County, Florida, in Official Records Book 122, pages 338-352, (the "Declaration") by striking and deleting from the Declaration paragraph 8 of Part VI. Amelia Island Company does hereby waive and release its rights under Part VI paragraph 8 as the same apply to property heretofore conveyed subject to the Declaration. In all other respects the terms of the Declaration shall remain unchanged.

This amendment is filed to correct a typographical error in an amendment dated July 10, 1973, recorded in Nassau County Official Records Book 149, pages 89 and 90, which amendment referred to Part IV paragraph 8, a nonexistent paragraph, when it should have referred to Part VI paragraph 8.

This 18th day of September, 1973.

Witness:

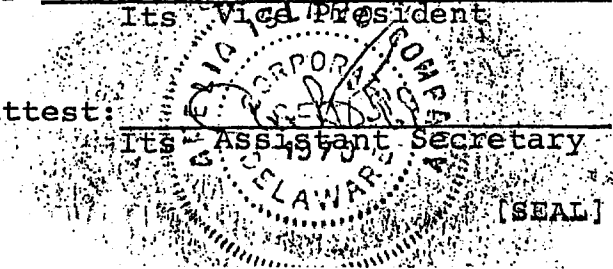
AMELIA ISLAND COMPANY

Mary Anna Martin

By: J. M. B. [Signature]
Its Vice President

Marshall E. Wood

Attest: [Signature]
Its Assistant Secretary

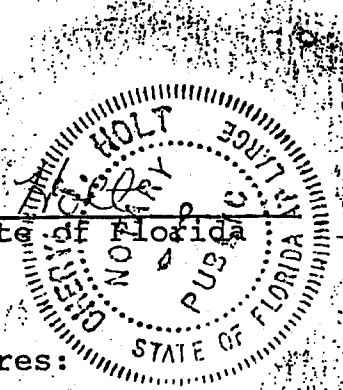


STATE OF FLORIDA)
)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared Frank Brumley and Ann Bibb to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as Vice President and Assistant Secretary, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 18th day of September, 1973.

Cheryl T. Holt
Notary Public, State of Florida
at Large



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

This instrument prepared by:
Douglas D. Batchelor, Jr.
HULL, TOWILL, NORMAN, BARRETT & JOHNSON
Post Office Box 1564
Augusta, Georgia 30903

13653

FILED AND RECORDED
IN OFFICE
1973 SEP 19 PM 1:10
D.O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

REC JUN 26 1974

BOOK 174 PAGE 108

OFFICIAL RECORDS

STATE OF FLORIDA)
COUNTY OF NASSAU)

SECOND AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC. WHICH CONSTITUTE
COVENANTS RUNNING WITH CERTAIN LANDS OF AMELIA
ISLAND COMPANY - CLASS "A" COVENANTS, APRIL 3, 1972,
FOR SINGLE FAMILY DETACHED AND PATIO DWELLING AREAS

Amelia Island Company does hereby amend the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc. Which Constitute Covenants Running with Certain Lands of Amelia Island Company - Class "A" Covenants, April 3, 1972, for Single Family Detached and Patio Dwelling Areas" which is recorded in the office of the Clerk of the Circuit Court of Nassau County, Florida, in Official Records Book 122, pages 338-352, which has been previously amended by an instrument recorded at said Official Records Book 153, page 204 (the "Declaration") by striking and deleting from the Declaration paragraph 7 of Part VI. Amelia Island Company does hereby waive and release its rights under Part VI paragraph 7 as the same apply to property heretofore conveyed subject to the Declaration. In all other respects the terms of the Declaration shall remain unchanged.

This 25th day of June, 1974.

Witness:

AMELIA ISLAND COMPANY

John W. McKinnon
Carne H. McAliese 20839

By: *James M. Rester*
Its Vice President

Attest: *Marshall E. Wood*
Its ASSISTANT SECRETARY

STATE OF FLORIDA)
COUNTY OF NASSAU)

1974 JUN 26 PM 1:47

D.O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared *James M. Rester* and *Marshall E. Wood* to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as *Vice President* and *Asst. Secretary*, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 25th day of June, 1974.

John W. McKinnon
Notary Public, State of Florida

DEC 12 1984

OFFICIAL RECORDS

BOOK 440 PAGE 233

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
SUBJECTING ADDITIONAL PROPERTY TO THE 1) DECLARATION
OF COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA, AND PROVISIONS
FOR THE AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION,
INC., AS AMENDED, AND TO THE 2) DECLARATION OF RIGHTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS,
ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN
LANDS OF AMELIA ISLAND COMPANY (CLASS "A" COVENANTS)

This supplementary declaration made this 11th day of
December, 1984, by Amelia Island Company, a Delaware
corporation, qualified to do business in Florida, hereinafter
referred to as the "Company".

WHEREAS, Article II, Section 2(A) of the Amendment by
Restatement of the Declaration of Covenants and Restrictions for
Amelia Island Plantation, Nassau County, Florida, and Provisions
for the Amelia Island Plantation Community Association, Inc., As
Amended, which is recorded in the public records of Nassau
County, Florida, at Official Records Book 178, page 249, et seq.,
hereinafter referred to as the "Declaration" provides that the
Company has the right to subject additional land to the
Declaration without further consent of Amelia Island Plantation
Community Association, Inc., by filing a supplementary
declaration of covenants and restrictions with respect to such
additional property; and

WHEREAS, the Company desires to extend the operation and
effect of the Declaration to the property described in
Exhibit "A", attached hereto and made a part hereof by this
reference; and

WHEREAS, the Company desires to extend the operation and
effect of the Declaration to the property described in
Exhibit "A", attached hereto and made a part hereof by this
reference, to the Declaration of Rights, Restrictions,
Affirmative Obligations, Conditions, Etc., which constitute
covenants running with certain lands of Amelia Island Company,
known as The Class "A" Covenants of Amelia Island Plantation,
recorded in the public records of Nassau County, Florida, at
Official Records Book 122, page 338, et seq., as amended,
hereinafter referred to as the "Class A Covenants".

James B.

NOW THEREFORE, the Company declares that from and after the date hereof the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Declaration, as amended from time to time, and to the Class "A" Covenants as amended from time to time. The real property described in Exhibit "A" hereof shall, from the date of recording of this Supplementary Declaration, be subject to the Declaration and the Class "A" Covenants as amended in the same manner and to the same extent as if such property had originally been described in the Declaration.

IN WITNESS WHEREOF, Amelia Island Company has executed this Supplemental Declaration through its duly authorized officers on the date first above written.

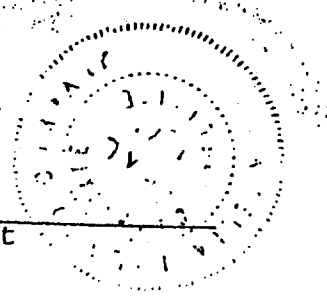
[Signature]

AMELIA ISLAND COMPANY

By: [Signature]
Its _____ President

Margaret Ann Wood

Attest: [Signature]
Its _____ Assistant Secretary



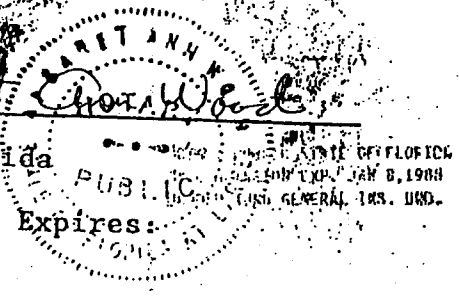
STATE OF FLORIDA

COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared James M. Rester and Ralph E. Simons, to me well known and known to me to be the _____ President and Assistant Secretary of AMELIA ISLAND COMPANY, a corporation under the laws of the State of Delaware, and known to me to be the persons who, as such officers of the corporation, executed the same; and then and there the officers named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 14th day of December, 1984, in the State and County aforesaid.

Margaret Ann Wood
Notary Public
State of Florida
My Commission Expires: _____



OFFICIAL RECORDS

EXHIBIT "A"

BOOK 440 PAGE 235

A part of Tract "A", American Beach, Section 3, Plat Book 2, Page 64 and a part of Section 20, Township 2 North, Range 28 East, both in Nassau County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of said Tract "A"; thence South 4°11'31" West, a distance of 37.39 feet; thence South 9°33'54" East, a distance of 12.59 feet to the most Northerly corner of Tract 7 as shown on the Plat of Sea Marsh Village Unit Two, Plat Book 4, Pages 16 and 17 of the Public Records of said County; thence South 83°16'41" West, along the Northerly line of said Tract 7, a distance of 1151.77 feet to its intersection with a curve concave Easterly and having a radius of 225 feet; thence around and along said curve an arc distance of 4.44 feet, said arc being subtended by a chord bearing and distance of North 31°17'45" East, 4.44 feet to the point of tangency of said curve; thence North 31°51'39" East, a distance of 71.51 feet to the point of curvature of a curve to the left, having a radius of 544.08 feet; thence around and along said curve, an arc distance of 292.36 feet said arc being subtended by a chord bearing and distance of North 16°28'01" East 288.86 feet to the point of reverse curvature of a curve having a radius of 386.49 feet; thence around and along said curve an arc distance of 91.70 feet, said arc being subtended by a chord bearing and distance of North 7°51'47" East 91.49 feet to the point of tangency of said curve; thence North 14°39'38" East, a distance of 76.38 feet to the point of curvature of a curve to the left, having a radius of 712.70 feet; thence around and along said curve an arc distance of 227.91 feet, said arc being subtended by a chord bearing and distance of North 5°29'57" East, 226.94 feet to the point of tangency of said curve; thence North 3°39'44" West, a distance of 55.04 feet; thence North 86°27'49" East, a distance of 523.56 feet to the Northwest corner of a cemetery; thence South 3°13'20" East, along the West line of said cemetery, a distance of 174.20 feet to the Southwest corner thereof; thence North 86°46'50" East, along the South line of said cemetery, a distance of 249.91 feet to the Southeast corner thereof; thence North 3°16'44" West, along the East line of said cemetery, a distance of 174.12 feet to the Northeast corner thereof; thence North 86°47'56" East, a distance of 235.25 feet to its intersection with the Westerly right of way line of State Road 105 (A-1-A) as established for a width of 200 feet, said Westerly right of way line being a curve concave Easterly and having a radius 5829.58 feet; thence around and along said curve an arc distance of 657.40 feet, said arc being subtended by a chord bearing and distance of South 1°46'09" East, 657.05 feet to the most Southerly line of said Tract "A"; thence South 84°45'28" West, along said Southerly line a distance of 54.83 feet to the POINT OF BEGINNING.

Containing 16.8955 acres, more or less.

Said lands being the same lands as those described in Official Records Book 253 Page 273 of said Public Records.

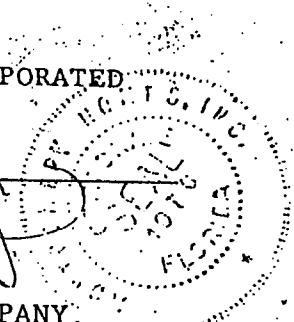
SUBJECT TO a 30 foot easement for ingress and egress across a portion of Section 20, Township 2 North, Range 28 East, lying South of and within 30.0 feet as measured at right angles to the following described line: BEGIN at the Northeasterly corner of the above described lands; thence South 84°45'28" West, 235.25 feet to the POINT OF TERMINATION. Bounded on the East by the Westerly right of way line of State Road 105 (A-1-A), bounded on the West by a line bearing South 03°16'44" East and passing through said POINT OF TERMINATION.

The undersigned, being the fee simple owners of the property described in Exhibit "A", by their duly authorized signatures below, do hereby consent to the Supplementary Declaration and further consent and agree that all terms and conditions contained in and referred to in the same shall become covenants, restrictions and obligations running with the land described in Exhibit "A".

Louise J. Pool
[Signature]

MONTGOMERY HOMES, INCORPORATED

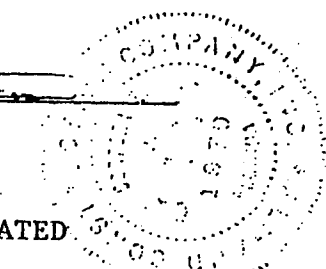
By: [Signature]
Its President



Louise J. Pool
[Signature]

ALMAND CONSTRUCTION COMPANY, INCORPORATED

By: [Signature]
Its President



[Signature]
Margaret Ann Wood

ALLISON LANDS, INCORPORATED

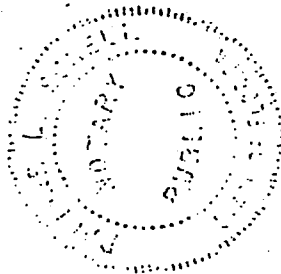
By: [Signature]
Its President



STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Mitchell R. Montgomery, to me well known and known to me to be the President of MONTGOMERY HOMES, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation, executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 5th day of December, 1984, in the State and County aforesaid.



Pauline A. Schell
Notary Public
State of Florida

My Commission Expires:

STATE OF Florida

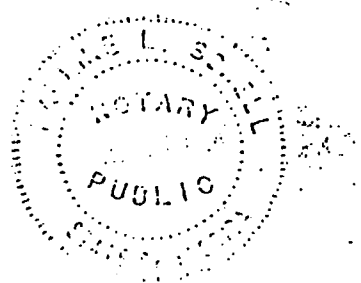
OFFICIAL RECORDS

BOOK 440 PAGE 237

COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Amos F. Almand, III, to me well known and known to me to be the President of ALMAND CONSTRUCTION COMPANY, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation, executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 5th day of December, 1984, in the State and County aforesaid.



Pauline L. Scheel
Notary Public
State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 2, 1985

STATE OF Florida

COUNTY OF Nassau

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Robert Scott Allison, to me well known and known to me to be the President of ALLISON LANDS, INCORPORATED, a corporation under the laws of the State of Florida, and known to me to be the person who, as such officer of the corporation, executed the same; and then and there the officer named herein did acknowledge before me that execution of the foregoing instrument is the free act and deed of said corporation for the purposes therein expressed; that the seal thereunto affixed is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 11th day of December, 1984, in the State and County aforesaid.

8412524

FILED AND RECORDED

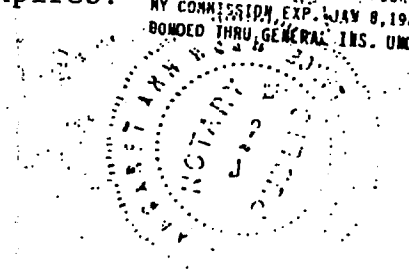
1984 DEC 12 AM 10:30

NASSAU COUNTY, FLA.
CLERK OF COUNTY

Margaret Ann Wood
Notary (Public)
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 8, 1988
BONDED THRU GENERAL INS. UMC.



OFFICIAL RECORDS

EXHIBIT F-425

SEC. 473 ... 407

NOV 14 1985

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
(Long Point)

1-45.00

This Supplementary Declaration, dated October 31, 1985, is made by LONG POINT DEVELOPMENT COMPANY, a Florida corporation (the "Developer") and AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit B attached hereto and made a part hereof by reference ("Long Point I");

W I T N E S S E T H :

WHEREAS, the Developer (a 100% wholly owned subsidiary of the Company) and the Company desire to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Developer and the Company desire to subject all of Long Point I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page

PREPARED BY: PATRICK TO:
LAWSON J. LOZIK, ESQ.
1000 INDEPENDENT SQUARE
PACONVILLE, FL 32062

338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof, and the Developer has consented to the submission of the Property and Long Point I to the operation and effect of the AIPCA Covenants and Class A Covenants, respectively;

WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Long Point I (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Developer and the Company agree as follows:

INSTR # 200339049
DR BK 01183 PG 0591

1. The Developer and the Company hereby declare that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein.

2. The Developer and the Company hereby declare that Long Point I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Long Point I shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Long Point I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Long Point I shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(a) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto the Company acknowledges that Long Point Development Company is a 100% wholly owned subsidiary of the Company.

but all rights and obligations in the AIPCA Covenants shall be the rights and obligations of the Company until such time as the Company may assign those rights and obligations.

5. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Long Point I, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

(A) Long Point Development Company is a 100% wholly owned subsidiary of the Company and shall be included within the definition of the "Company" as referenced in the Class A Covenants;

(B) All plans submitted to the Architectural Review Board shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(C) Part I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 450 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Part I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(D) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Long Point I;

(E) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Long Point I;

(F) Part III, paragraph 1. of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Long Point I. That portion of any marshfront lot within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

INSTR # 200339049
DR BK 01183 PG 0594

(G) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as a continuous strip of land with an average depth of thirty (30) feet on each lot measured landward of the established Development Line. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Developer;

(H) The landward edge of the marsh edge buffer shall constitute the building set back line; and

INSTR # 200339049
DR BK 01183 PG 0595

(I) Amelia Island Plantation shall include Long Point I.
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

LONG POINT DEVELOPMENT COMPANY,
a Florida corporation

Roberta D. Jernigan
Alice E. Johnson

By: [Signature]
James M. Rester, President.
("Developer")
[Corporate Seal]

AMELIA ISLAND COMPANY

Roberta D. Jernigan
Alice E. Johnson

By: [Signature]
James M. Rester, President
("Company")
[Corporate Seal]

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by James M. Rester, the President of Long Point Development Company, on behalf of the corporation.

Alice E. Johnson
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires July 15, 1988

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by James M. Rester, the President of Amelia Island Company, on behalf of the corporation.

Alice E. Johnson
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires July 15, 1988

200 118 418

EXHIBIT "A" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

A part of Sections 38 and 39, Township 1 North, Range 29 East and part of Sections 1 and 42 and all of Sections 43 and 44, Township 1 North, Range 28 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way with the Northerly line of Unsurveyed Section 1, Township 1 North, Range 28 East of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 4799.97 feet to a point of curve of a curve concave Northwesterly having a radius of 3337.75 feet; thence Southwesterly, along the arc of said curve an arc distance of 2363 feet, more or less, to its intersection with the division line of the Uplands and Marshlands, said division line also being the same as the Mean High Water line of Nassau Sound and South Amelia River; thence Northerly, Northeasterly, Easterly, Southeasterly, Southerly, Southwesterly, Westerly and Northwesterly, along said Mean High Water line, a distance of 35,672 feet, more or less, to its intersection with a line bearing South 89° 59' 50" West from the point of beginning; thence North 89° 59' 50" East, a distance of 169 feet, more or less, to the point of beginning.

Work Order No. 885-1062

File: 85D-1165

Parcel 16

A part of Section 1, Township 1 North, Range 28 East, and a part of Section 6, Township 1 North, Range 29 East, all in Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 436.00 feet; thence North 77° 32' 20" East departing from said Easterly right of way line, 213.51 feet; thence North 84° 24' 24" East, 334.00 feet; thence North 83° 29' 50" East, 411.63 feet to the point of beginning for this description.

From the point of beginning thus described continue North 83° 29' 50" East, 135.03 feet; thence South 08° 45' 27" East, 92.68 feet; thence South 09° 32' 09" East, 259.73 feet; thence South 02° 55' 14" East, 347.22 feet to a point on the (New) Department of Natural Resources Coastal Construction Setback line; thence South 80° 27' 51" West departing from said Setback line, 45.00 feet; thence North 19° 30' 05" West, 348.70 feet; thence North 07° 40' 12" West, 361.22 feet to the point of beginning, containing 1.896 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 16 Green (running Westerly from the North boundary of the parcel herein described, generally paralleled with the reference line herein described), to the aforesaid Easterly boundry of State Road No. 105, (at Number 13 Tee).

278 14

EXHIBIT "A-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 13

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. 1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 436.00 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1316.98 feet; thence North 70° 26' 50" East departing from said Easterly right of way line, a distance of 74.51 feet to the point of curvature of a curve leading to the left being concave Northwest and having a radius of 175.00 feet; thence 65.38 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 59° 44' 40" East, 65.00 feet; thence North 05° 17' 34" West, 177.72 feet; thence North 00° 52' 04" East, 134.08 feet; thence North 12° 03' 06" West, 156.91 feet; thence North 26° 31' 01" West, 200.00 feet; thence North 31° 55' 00" West, 657.68 feet; thence South 77° 32' 20" West, 85.00 feet to the point of beginning, containing 5.487 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 13 Green (across an entrance right of way) to Number 14 Tee; subject to a 50 foot wide ingress and egress (access) easement being the North 50 feet of the parcel herein described. Said easement for the joint use of The Amelia Island Holding Company, and Amelia Island Company. Also subject to a 50 foot wide landscape easement being the South 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

EXHIBIT F-433

EXHIBIT "A-2" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Work Order No. 885-1062

File: 85D-1165

Parcel 14

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 1846.98 feet to the point of beginning for this description.

From the point of beginning thus described continue South 19° 33' 10" East along said Easterly right of way line of said State Road No. 105, a distance of 1203.22 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 276.29 feet; thence North 07° 18' 00" West, 55.00 feet; thence North 22° 55' 16" West, 368.78 feet; thence North 18° 02' 03" West, 443.97 feet; thence South 65° 16' 08" West, 82.76 feet; thence North 36° 40' 32" West, 422.34 feet; thence South 70° 26' 50" West, 65.00 feet to the Point of Beginning, containing 6.295 acres more or less, together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 14 Green (between 2 Southerly buildings) to Number 15 Tee. Also subject to a 50 foot wide landscape easement being the North 50 feet of the parcel herein described; said easement for the joint use of The Amelia Island Holding Company and Amelia Island Company.

Work Order No. 885-1062

File: 85D-1165

Parcel 15

A part of Section 6, Township 1 North, Range 29 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Westerly right of way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly right of way line, a distance of 323.72 feet; thence North 89° 59' 50" East, departing from said Westerly right of way line, a distance of 212.24 feet to a point on the Easterly right of way line of aforesaid Florida State Road No. 105; thence South 19° 33' 10" East along said Easterly right of way line, a distance of 3,126.95 feet; thence North 82° 42' 00" East departing from said Easterly right of way line, 621.70 feet to a point on the (new) Department of Natural Resources Coastal Construction Setback line; thence North 11° 00' 37" West along said Setback line, 133.00 feet to the point of beginning for this description.

From the point of beginning thus described continue North 11° 00' 37" West along said Setback line, 396.52 feet to an angle point therein; thence North 10° 59' 36" West along said Setback line, 352.45 feet; thence South 79° 00' 24" West, departing from said Coastal Construction Setback line, 102.00 feet; thence South 08° 46' 08" West, 120.00 feet; thence South 05° 00' 02" East, 134.28 feet; thence South 25° 32' 29" East, 384.85 feet; thence South 15° 46' 26" East, 82.21 feet; thence South 11° 00' 37" East, 48.08 feet; thence North 78° 59' 23" East, 53.17 feet to the point of beginning, containing 1.867 acres, more or less; together with and including a 15 foot wide easement for cart path and maintenance vehicle access from Number 15 Green (running Northerly, generally parallel with the aforesaid Coastal Construction Setback line) to Number 16 Tee.

EXHIBIT "B" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Tract 1

A part of Section 1, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows:
For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. 11A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1, Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 2174.12 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 110.00 feet; thence departing from said right of way line run 39.27 feet along the arc of a curve to the left, said curve being concave Southwesterly and having a radius of 25.00 feet; said arc being subtended by a chord which bears North 64° 33' 10" West, 35.36 feet; thence South 70° 26' 50" West, 10.46 feet to the point of curvature of a curve leading to the right, being concave Northeasterly and having a radius of 160.00 feet; thence 270.44 feet along the arc of said curve to a point of reverse curve leading to the left, being concave Southwesterly and having a radius of 45.32 feet; said arc being subtended by a chord which bears North 61° 07' 48" West, 239.38 feet; thence run 17.24 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 23° 36' 14" West, 17.14 feet; thence run North 34° 30' 02" West, 117.85 feet to the point of curvature of a curve leading to the left, being concave Southwesterly and having a radius of 318.74 feet; thence run 126.28 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Northeasterly along the arc of said reverse curve to a point on the curve, said arc being subtended by a chord which bears North 45° 51' 02" West, 125.45 feet; thence run 67.33 feet along the arc of said reverse curve to a point on the curve, said arc being subtended by a chord which bears North 50° 22' 22" West, 67.17 feet; thence South 46° 27' 18" West, 115.00 feet; thence South 13° 32' 42" East, 25.00 feet; thence South 53° 27' 18" West, 295.00 feet; thence North 76° 38' 21" West, 98.7 feet, more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Northerly and Northeasterly along said Mean High Water line, 3,631 feet, more or less, to a point thereon; thence run Easterly and Southwesterly along said Mean High Water Line, 3,139 feet, more or less, to a point thereon; thence South 18° 56' 01" East, departing from said Mean High Water Line, 108.4 feet, more or less, to a point of reverse curve, leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence 18.69 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 56' 26" East, 18.26 feet; thence South 76° 21' 26" East, 10.86 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 170.37 feet; thence 67.90 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 66° 56' 26" East, 67.45 feet; thence South 53° 31' 25" East, 37.82 feet to the point of curvature of a curve leading to the left being concave Northeasterly and having a radius of 210.00 feet; thence run 119.80 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 69° 52' 00" East, 118.18 feet; thence South 86° 12' 35" East, 62.52 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 230.00 feet; thence run 250.81 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 54° 58' 12" East, 238.57 feet; thence South 23° 43' 49" East, 72.45 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 103.14 feet; thence run 60.20 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 43° 15' 42" East, 92.08 feet; thence South 29° 20' 52" Northwesterly and having a radius of 191.47 feet; thence South 57° 10' 31" East, 38.36 feet to the point of curvature of a curve leading to the right being concave Southwesterly and having a radius of 191.47 feet; thence South 43° 15' 42" East, 92.08 feet; thence South 29° 20' 52" East, 49.42 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 222.51 feet; thence run 108.17 feet along the arc of said curve to a point of reverse curve of a curve leading to the right, being concave Southwesterly and having a radius of 378.74 feet; said arc being subtended by a chord which bears South 43° 16' 27" East, 107.10 feet; thence run 150.06 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 45° 51' 02" East, 149.07 feet; thence South 34° 30' 02" East, 117.85 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 105.32 feet; thence run 40.06 feet along the arc of said curve to a point of reverse curve of a curve leading to the left, being concave Northeasterly and having a radius of 100.00 feet, said arc being subtended by a chord which bears South 23° 36' 14" East, 39.82 feet; thence run 169.03 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears South 61° 07' 48" East, 149.61 feet; thence North 70° 26' 50" East, 10.46 feet to the point of curvature of a curve leading to the left, being concave Northeasterly and having a radius of 25.00 feet; thence run 39.27 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 25° 26' 50" East, 35.36 feet.

473 417

EXHIBIT "B-1" TO SUPPLEMENTARY
RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA

Tract 2

A part of Section 1, 43 and 44, Township 1 North, Range 28 East, Nassau County, Florida being more particularly described as follows: For a point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (S.R. A1A) as now established as a 200 foot right of way, with the Northerly line of unsurveyed Section 1 Township 1 North, Range 28 East, of said County; thence South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 3,773.33 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 19° 33' 10" East, along said Westerly Right of Way line, a distance of 175.24 feet; thence departing from said right of way line, run 40.57 feet along the arc of a curve leading to the left, being concave Southwesterly and having a radius of 25.00 feet, said arc being subtended by a chord which bears North 66° 02' 21" West, 36.26 feet; thence South 67° 28' 27" West 498.89 feet to the point of curvature of a curve leading to the left, being concave Southeasterly and having a radius of 291.13 feet; thence 107.41 feet along the arc of said curve to a point of compound curvature continuing to the left, being concave Southeasterly and having a radius of 410.00 feet, said arc being subtended by a chord which bears South 56° 54' 15" West, 106.81 feet; thence 100.25 feet along the arc of said compound curve to a point on the curve, said arc being subtended by a chord which bears South 39° 19' 46" West, 100.00 feet; thence South 58° 54' 05" East, 250.00 feet; thence South 30° 27' 58" West, 97.45 feet; thence South 10° 46' 57" West, 144.49 feet; thence South 04° 48' 56" East, 450.00 feet; thence South 03° 10' 59" East, 650.00 feet; thence South 48° 07' 41" West, 115.65 feet; thence South 05° 23' 10" East, 171.00 feet; thence North 87° 06' 28" West, 320.00 feet; thence South 82° 52' 01" West, 395.00 feet; thence South 70° 39' 32" West, 282.06 feet; thence North 87° 16' 08" West, 624.42 feet; thence South 78° 40' 43" West, 195.00 feet; thence North 43° 36' 33" West, 138.48 feet; thence North 62° 50' 16" West, 60.00 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 315.67 feet; thence 273.60 feet along the arc of said curve to a point on the curve, said arc being subtended by a chord which bears North 51° 59' 34" East, 265.12 feet; thence North 26° 56' 50" West, 245.22 feet; thence North 04° 56' 13" East, 387.1 feet; more or less, to the Mean High Water Line of Nassau Sound and South Amelia River; thence run Southeasterly, Northerly, Westerly, Easterly, and Northwesterly along said Mean High Water Line, 4,702 feet, more or less, to a point thereon; thence South 54° 06' 25" East, departing from said Mean High Water Line, 105.4 feet, more or less, to a point; thence South 02° 14' 46" East, 470.00 feet; thence South 76° 01' 41" East, 104.14 feet; thence South 02° 14' 46" East, 250.00 feet; thence South 24° 48' 15" East, 113.31 feet; thence South 69° 09' 56" West, 199.76 feet to the point of curvature of a curve leading to the right, being concave Southwesterly and having a radius of 892.35 feet; thence 206.04 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 18° 11' 22" East, 205.58 feet; thence South 11° 34' 30" East, 408.66 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 328.53 feet; thence 435.65 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears South 49° 33' 50" East, 404.42 feet; thence South 87° 33' 10" East, 88.79 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence 35.81 feet along the arc of said curve to a point of reverse curve leading to the right, being concave Southeasterly and having a radius of 470.00 feet, said arc being subtended by a chord which bears North 51° 24' 10" East, 32.83 feet; thence 295.11 feet along the arc of said reverse curve to the point of tangency thereof, said arc being subtended by a chord which bears North 28° 20' 47" East, 290.29 feet; thence North 46° 20' 03" East, 191.64 feet to the point of curvature of a curve leading to the right, being concave Southeasterly and having a radius of 290.00 feet; thence 107.00 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears North 56° 54' 15" East, 106.39 feet; thence North 67° 28' 27" East, 351.29 feet to the point of curvature of a curve leading to the left, being concave Northwesterly and having a radius of 25.00 feet; thence 37.97 feet along the arc of said curve to the Point of Beginning, said arc being subtended by a chord which bears North 23° 57' 39" East, 34.43 feet.

8512317

DRAFT 02/23/88

SEP 07 1988

BK 0551 PG 0990

**SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA
(Oak Point)**

This Supplementary Declaration, dated August 31, 1988, is made by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Oak Point");

W I T N E S S E T H :

WHEREAS, all of Oak Point is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Oak Point to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

Commander, Legler, Werber, Dawes, Sadler & Howell
200 Laura Street
Jacksonville, Florida 32202

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Oak Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration for Long Point, amended in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within Oak Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, Oak Point constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Oak Point constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same

basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

BK 055.1 PG 0992

OFFICIAL RECORDS

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Oak Point and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Oak Point, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Part I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height including a parking level on any Lot. Common driveways and detached garages, some of which may be attached to another garage, shall be allowed. The provisions of this restriction, Part I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Oak Point;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Oak Point;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the

EXHIBIT F-439 BK0551 PG0993
natural appearance and scenic beauty of marsh front areas and to
protect the ecotone and to preserve valuable edge habitat, which
is used by wildlife for refuge, cover, travel lanes, nesting sites
and productive food sources, there is hereby established an open
space corridor on all lots fronting along the marsh. The open
space corridor shall be defined as all wetlands and uplands lying
waterward of the Development Line as recorded in the public
records of Nassau County on the Plat for Oak Point. That portion
of any marshfront lot within the open space corridor shall be
preserved substantially in its present natural state except for
moderate clearing for view and breeze. Construction of
improvements other than boardwalks and docks in accordance with
these covenants and restrictions is hereby restricted; and

INSTR # 200339049
OR BK 01183 PG 0604

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Oak Point. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(H) Amelia Island Plantation shall include Oak Point.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger
to LONG POINT DEVELOPMENT COMPANY

Margaret Ann Wood
Renee Rowland

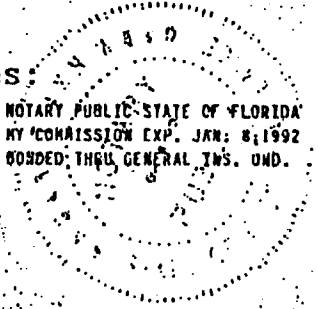
By: [Signature]
James M. Rester, President
("Company")
[Corporate Seal]

STATE OF FLORIDA)
) ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 30th
day of August, 1988, by James M. Rester, the President of
Amelia Island Company, a Delaware corporation, as successor by
merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the
corporation.

Margaret Ann Wood
Notary Public, State of
Florida at Large.

My Commission Expires:



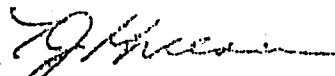
227z

Legal description for Oak Point, according to Plat thereof recorded
in Plat Book 5, pages 187 through 189, Public Records of Nassau
County, Florida.

8811226

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLORIDA
RECORDED

88 SEP -7 AM 10:08


CLERK OF COURTS
NASSAU COUNTY, FLORIDA

MAY 16 1988

BK0543PG0394 Draft 02/23/88

OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Sound Point)

This Supplementary Declaration, dated April 28, 1988, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Sound Point");

W I T N E S S E T H :

WHEREAS, all of Sound Point is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Units of Sound Point (Lots 1 through 12 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official

OFFICIAL RECORDS

Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Units of Sound Point (Lots 13 through 36 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Townhouse Property")) to the terms and conditions of the Class "B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Sound Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the

OFFICIAL RECORDS

Public Records of Nassau County, Florida, the property owners within Sound Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, Sound Point constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Sound Point constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Sound Point and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to Sound Point, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

OFFICIAL RECORDS

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 450 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23-26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Sound Point;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Sound Point;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows and Part III, paragraph 2 of the Class B Covenants shall be amended to add the following language: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Sound Point. That portion of any marsh-front within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing

for view and breeze. Co improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Sound Point. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(H) Amelia Island Plantation shall include Sound Point.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

Margaret Ann Wood
[Signature]

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY

By: [Signature]
James M. Rester, President

("Company")

[Corporate Seal]

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

BK0543PG0399

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 28th day of April, 1988, by James M. Rester, the President of Amelia Island Company, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of
Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 28, 1992
BONDED THRU GENERAL INS. UND.

228z 1-6

8805946

FILED AND RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY FL

08 MAY 16 PM 12:21

[Signature]
CLERK OF COURTS
NASSAU COUNTY FL

SEP 23 1991

BK0637PG0120

EXHIBIT F-448

OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA**

(Sound Point II)

Rec. # 51.00

INSTR # 200339049
OR BK 0183 PG 0613

This Supplementary Declaration, dated August 8, 1991, is made by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Sound Point II");

W I T N E S S E T H:

WHEREAS, all of Sound Point II is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Sound Point II to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

NTS-1389

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Sound Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point II, recorded in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within Sound Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common

INSTR # 200339049
OR BK 0183 PG 0614

Properties as provided in Article IV of the AIPCA Covenants. Further, Sound Point II constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Sound Point II constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community;

WHEREAS, in connection with obtaining a storm water and surface water management permit from the St. Johns River Water Management District, it is necessary to clarify the obligations of the AIPCA with respect to drainage facilities benefitting Sound Point II, which are to be managed by the AIPCA.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Sound Point II and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and the Class A Covenants, except as modified herein.
2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, supplementary additions and modifications to the Class A Covenants respectively, as they

apply to Sound Point II, are as follows and shall apply notwithstanding any other provision in the Class A Covenant:

EX 0637 PG 0123
OFFICIAL RECORDS

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company. Residential design shall be sympathetic to adjacent structures in terms of massing, character, scale, detail and materials.

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed 55 feet or three stories above a parking level whichever is less. The highest roof, whenever possible, shall be incorporated into the form of the floor below through the use of dormers and roof terraces so as to reduce the visual impact of the highest floor. Chimneys and approved roof ornamentation are accepted from this criteria. Third floor areas may include widows walks, roof terraces, lookout towers, etc., with no limits on the area of the spaces; however, they must be screened from direct viewing onto adjacent terraces of the attached unit. All detached single family dwellings shall have a minimum footage of enclosed dwelling space of twenty-five hundred square feet. The term "enclosed dwelling space" shall mean the total enclosed heated and air conditioned area within the dwelling. The term does not include garages, terraces, decks, open porches and like areas. The provisions of this restriction, Section 1, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants

shall include but not be limited to the new Golf Course located on the Property and adjacent to Sound Point II;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of Sound Point II;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Sound Point II. That portion of any marsh-front within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Sound Point II. Within the marsh edge buffer the following restrictions apply:

INSTR # 200339049
DR BK 01183 PG 0617

BK 0637 PG 0125
OFFICIAL RECORDS

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line;

(H) With respect to the AIPCA's obligation set forth in the AIPCA Covenants to maintain lakes and lagoons within the Common Properties and Restricted Common Properties of Amelia Island Plantation, the following provisions regarding the maintenance of a stormwater and surface water management system, as permitted by the St. Johns River Water Management District ("District") shall apply:

(1) "Surface Water or Stormwater Management System" means a system located in Sound Point II which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of

INSTR # 200339049
OR BK 01183 PG 0618

discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code;

(2) The AIPCA shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise or practices which allows the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. The AIPCA shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the District.

(3) Any amendment to the Class A Covenants or AIPCA Covenants which materially alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Properties or Restricted Common Properties, must have the prior approval of the District.

(4) The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Supplementary Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

(I) Amelia Island Plantation shall include Sound Point II.

(J) The first portion of Part III, paragraph 3 of the Class A Covenants shall be amended to read as follows:

INSTR # 200339049
DR BK 01183 PG 0619

BK 0637 PG 0127
OFFICIAL RECORDS

"3. Owners of lots fronting on the South Amelia River or Nassau Sound may erect docks (where appropriate in the discretion of the Company) over that part of the South Amelia River or Nassau Sound designated for each lot by the Company and shown on Exhibit "B" attached hereto and made a part hereof by reference, upon complying with the following terms and conditions:"

Subparagraphs (a), (b) and (c) of paragraph 3 of part III and the remaining portions of paragraph 3 of III of the Class A Covenants shall remain unchanged but the following condition should be added after subparagraph (c):

"(d) By taking title subject to this Supplementary Declaration each owner of a lot within Sound Point II, its heirs, successors and assigns, is deemed to waive any dock set back restrictions or limitations imposed on an adjacent lot owner's dock by any permit requirement, rule, regulation or law of any local, state, or federal government or agency thereof."

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

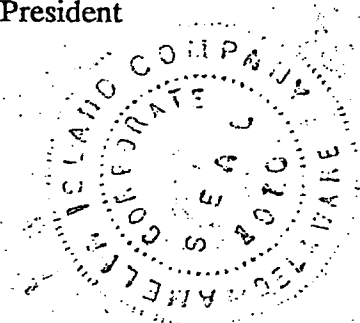
Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger to
LONG POINT DEVELOPMENT COMPANY

Margaret Ann Wood
Eileen H. Reilly

By: Jack B. Healan, Jr.
Jack B. Healan, Jr., President
("Company")

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF NASSAU

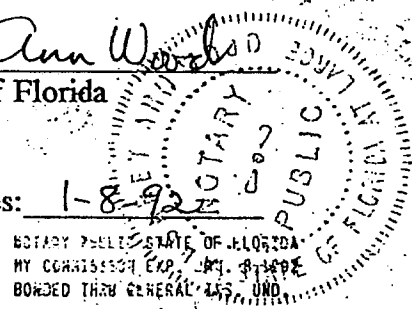
BK0637PG0128

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 8th day of August, 1991, by Jack B. Healan, Jr., the President of Amelia Island Company, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the corporation.

Margaret Ann Worsham
Notary Public, State of Florida
at Large.

My Commission Expires: 1-8-92



C:\WP51\EMLSP2

EXHIBIT A

BK 0637 PG 0129

OFFICIAL RECORDS

A tract of land being a portion of Section 43, together with a portion of unsurveyed Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of lot 32, Long Point Unit One, as recorded in Plat Book 5, pages 85 through 89, of the Public Records of Nassau County, Florida, said point lying on the Northwestern right-of-way line of Long Point Drive, a 60 foot right-of-way as presently established, and on a curve concave Southeasterly, having a radius of 315.67 feet; thence Southwesterly along the arc of said curve, and along said Northwestern right-of-way line, through a central angle of 34° 20' 13", an arc distance of 189.18 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of South 59° 39' 18" West, 186.36 feet; thence South 42° 29' 12" West, continuing along said Northwestern right-of-way line, 272.21 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 180.00 feet; thence Southwesterly along the arc of said curve and along said Northwestern right-of-way line, through a central angle of 12° 47' 00", an arc distance of 40.15 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 36° 05' 35" West, 40.07 feet.

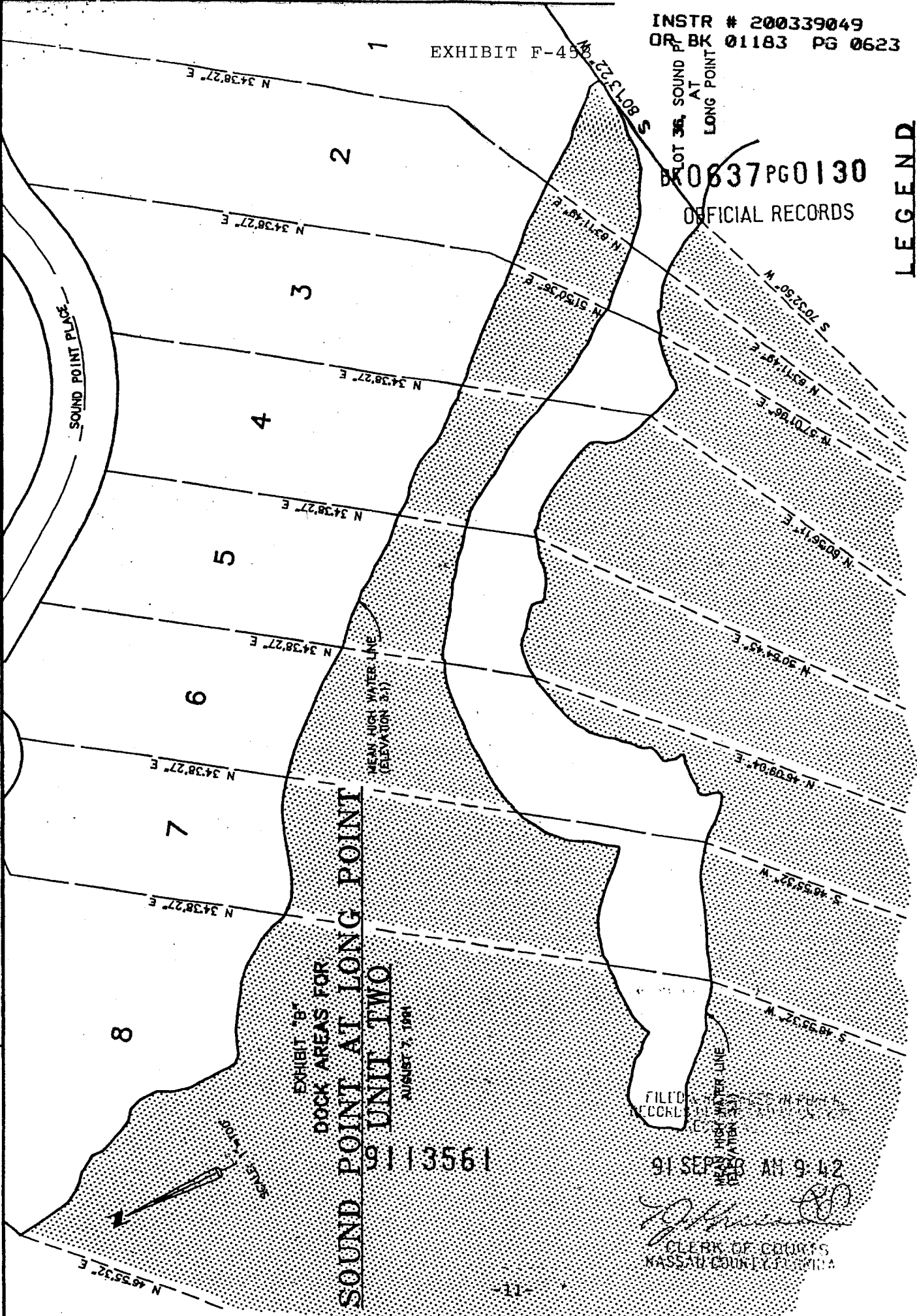
From the Point of Beginning thence continuing along said Northwestern right-of-way line and along said curve, through a central angle of 37° 09' 42", an arc distance of 116.75 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of South 11° 07' 29" West, 114.71 feet; thence South 07° 27' 32" East, continuing along said right-of-way line, 330.38 feet, said point being the Northeasterly corner of lot 36, as recorded in plat of Sound Point at Long Point, Plat Book 5 pages 190 through 192 of said Public Records; thence South 80° 13' 22" West, departing said right-of-way line, and along the Northerly line of said lot 36, 341.43 feet to Reference Point "A", said point being an intersection with contour elevation 3.1, hereinafter referred to as the mean high waterline; thence continue along the Northerly line of said lot 36, and along said mean high waterline, a distance of 14 feet more or less to a point which bears South 80° 13' 22" West, 9.34 feet from Reference Point A; thence continue South 80° 13' 22" West, along said Northerly line of lot 36 and departing said mean high waterline, 128.79 feet to an intersection with the mean high waterline; thence departing said Northerly line of lot 36 and along said mean high waterline, Northwesterly, Southeasterly and Northwesterly, 3008 feet more or less, to a point which bears North 73° 22' 16" West, 1013 feet more or less from the Point of Beginning; thence North 66° 39' 36" East 114 feet more or less to an intersection with said mean high waterline; thence Southeasterly and Northeasterly, along said mean high waterline, 617 feet more or less to a point which bears North 47° 29' 42" West, 549 feet more or less from the Point of Beginning; thence South 47° 29' 42" East, departing said mean high waterline, 549 feet more or less, to the Point of Beginning.

Said lands containing 11.83 acres more or less and being subject to any and all easements, rights-of-way, restrictions and reservations of record.

0637PG0130
OFFICIAL RECORDS

LEGEND

- LOT LINES
- - - RIPARIAN RIGHTS LINE
- DOCK AREA



NOTE: In the event that two or more lots share a common dock, the interior riparian rights line shall be deleted.

FILED
 91 SEP 16 AM 9:42
 CLERK OF COURTS
 MASSACHUSETTS

15

(3)
R602C

Prepared by and return to:
Emerson M. Lottis, Esq
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202

JAN 16 1997

OK 0782 PG 0432
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA**
(Plantation Park)

This Supplementary Declaration, dated December 17, 1996, is made by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company", which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit "B" attached hereto and made a part hereof by reference ("Plantation Park I");

WITNESSETH:

WHEREAS, the Company desires to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Plantation Park I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89; in Official Records Book 163, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and

BK0782PG0433

OFFICIAL RECORDS

Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amalia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein. The effect of the AIPCA Covenants will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Property, including, but not limited to that property described on Exhibit "C" attached hereto (the "Road Parcel"), which Road Parcel once consisted of a county road and has already been vacated subject to certain conditions pursuant to Resolution No. 96-184 of the Board of County Commissioners of the Board of Nassau County, Florida.

2. The Company hereby declares that Plantation Park I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Plantation Park I shall automatically become Members of the Amalia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Plantation Park I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Plantation Park I shall constitute part of the Amalia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(e) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto, for the purpose of Plantation Park I only, the AIPCA Covenants shall be modified and amended as follows:

A. The definition of "Residential Lot" in Article 1, Section 1(G) shall be amended so as not to be limited to parcels of land shown on any recorded final subdivision

BK0782PG0434

OFFICIAL RECORDS

plot and shall include any parcel shown on any site plan approved by the Company, which is intended for use as a site for a single-family detached dwelling, townhouse or patio dwelling:

B. The definition of "intended for use" in Article 1, Section 1(P) shall be amended to also mean the use intended for various parcels within the Properties as designated in any supplemental declaration, and the Parcels designated on any site plan approved by the Company in Plantation Park 1 shall be intended for use as Residential Lots;

C. Article V, Section 3(a)(1), (2) and (3) shall be deleted in their entirety and replaced with the following:

3(a)(1) Site plan approval by the Company showing such Residential Lot; and

3(a)(2) Delivery by the Company of the approved site plan to the Association.

D. Until such time as at least sixty-five (65) Residential Lots on Plantation Park 1 are being assessed as Residential Lots, the Association shall not be required to expend funds for any purpose attributable to Plantation Park 1 that were in excess of the revenues generated by assessments on the property in Plantation Park 1. Until such time, the owner of Plantation Park 1 shall contribute additional assessments to the AIPCA which are required to make the normal assessments equal the amount of funds to be expended for Plantation Park 1.

6. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Plantation Park 1, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

A. The definition of "Lot" or "Residential Lot" as described in the definition section of the Class A Covenants shall not be limited to parcels shown on plats and shall include any parcel shown on a site plan approved by the Company and intended for single-family residential use.

B. The term "plat plan" in Part 1, paragraph 1 shall include, without limitation (i) preliminary plats required by Nassau County, Florida and (ii) site plans.

C. The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new golf course located on the Property and adjacent to Plantation Park 1; and

D. Amelia Island Plantation shall include Plantation Park 1.

6. The Schedule of Exhibits attached hereto are as follows:

Exhibit "A" Legal Description of Property
Exhibit "B" Legal Description of Plantation Park 1
Exhibit "C" Legal Description of After Acquired Property

DK0782PG0435
OFFICIAL RECORDS

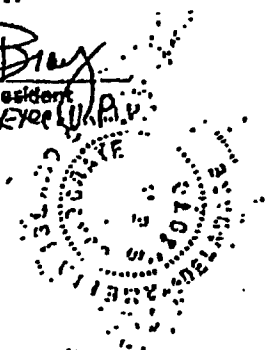
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

AMELIA ISLAND COMPANY

Emerson M. Lopez
Printed Name: EMERSON M. LOPEZ
Matthew S. Maffia
Printed Name: Matthew S. Maffia

By: S. Norman Bray
Jack B. Hoalen, Jr. President
S. Norman Bray BYE

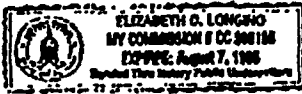


STATE OF FLORIDA
COUNTY OF Deval

The foregoing instrument was acknowledged before me this 26th day of December, 1996, by Jack B. Hoalen, Jr., the President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(Notary Seal must be affixed)



Elizabeth C. Longino
Signature of Notary ELIZABETH C. LONGINO
Name of Notary (Typed, Printed or Stamped)
Commission Number: _____
My Commission Expires: _____

* EXECUTIVE VICE PRESIDENT

BK 0782 PG 0436
OFFICIAL RECORDS

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

AMELIA ISLAND PLANTATION PARK PARCEL "A"
A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A", "B" AND "C", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 12, UNIT TWO OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID UNIT TWO OF AMERICAN BEACH SECTION THREE RUN THE FOLLOWING COURSES AND DISTANCES: NORTH 88°30'30" EAST, A DISTANCE OF 199.86 FEET; THENCE NORTH 01°20'25" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 84°29'00" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°37'02" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'27" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°25'13" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°33'56" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 02°06'50" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'16" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°27'54" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'31" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°31'33" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°31'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°29'49" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°13'12" WEST, A DISTANCE OF 28.22 FEET; THENCE NORTH 88°32'05" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 84°50'07" EAST, A DISTANCE OF 200.58 FEET; THENCE NORTH 01°54'32" WEST, A DISTANCE OF 28.08 FEET; THENCE NORTH 88°34'37" EAST, A DISTANCE OF 280.81 FEET; THENCE NORTH 02°09'43" WEST, A DISTANCE OF 17.94 FEET; THENCE NORTH 87°49'04" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 95.00 FEET; THENCE SOUTH 02°15'13" EAST LEAVING SAID UNIT 2, AMERICAN BEACH SECTION THREE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 31.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 592.86 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°45'09" WEST AND A CHORD DISTANCE OF 185.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°47'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 917.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 587.25 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°23'21" WEST AND A CHORD DISTANCE OF 211.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°59'18" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 37.72 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1582.93 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.38 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 530.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°20'10" WEST AND A CHORD DISTANCE OF 530.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°21'55" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 155.54 FEET; THENCE NORTH 88°00'52" EAST, A DISTANCE OF 283.33 FEET; THENCE NORTH 01°29'58" WEST, A DISTANCE OF 300.44 FEET TO THE POINT OF BEGINNING, CONTAINING 77.89 ACRES MORE OR LESS.

BK0782PG0437

OFFICIAL RECORDS

Exhibit "A"
(continued)

and

AMELIA ISLAND PARCEL "B"

A PART OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A" AND "B", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, UNIT ONE OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 04°58'18" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 670.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°58'18" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2150.32 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET, AN ARC DISTANCE OF 100.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°29'19" WEST AND A CHORD DISTANCE OF 100.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°01'42" EAST CONTINUING ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 2349.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.39 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL BEING THE SAME LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 613, PAGE 36, OFFICIAL RECORDS BOOK 709, PAGE 1255 AND IN OFFICIAL RECORDS BOOK 701, PAGE 1258 ALL RECORDED IN THE PUBLIC RECORDS OF SAID MASSAU COUNTY.

THE ABOVE DESCRIBED PARCEL ALSO BEING SUBJECT TO A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 617, PAGE 248 OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION 3, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'14" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE

EXHIBIT F-465

DK0782PG0438
OFFICIAL RECORDS

Exhibit "A"
(continued)

CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK 0782 PG 0439

OFFICIAL RECORDS

Exhibit "A"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.71 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

DK0782PG0440
OFFICIAL RECORDS

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 267.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'46" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'49" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

BK 0782 PG 0441 OFFICIAL RECORDS

Exhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 21A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

BX0782PG0442
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 3, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

BK0782PG0443

OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

OK 0782 PG 0444
OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.71 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

0X0782PG0445
OFFICIAL RECORDS

Exhibit "C"

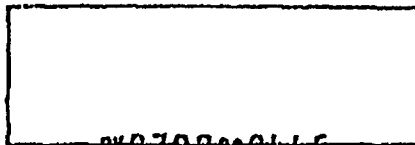
LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 20, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.



8K078210446

OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEY ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 03°05'38" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9700882

97 JAN 16 AM 10:08

[Handwritten signature]

4 NOV 1997
Prepared by and return to:

Emerson M. Lotzla, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202

JAN 16 1997

OCT 20 1997

BK 0810 PG 0407
OFFICIAL RECORDS
BK 0782 PG 0432
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR AMELIA ISLAND
PLANTATION, NASSAU COUNTY, FLORIDA**

(Plantation Park)

This Supplementary Declaration, dated December 17, 1996, is made by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company", which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof by reference ("Property") and the real property described in Exhibit "B" attached hereto and made a part hereof by reference ("Plantation Park I");

WITNESSETH:

WHEREAS, the Company desires to subject all of the Property to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all of Plantation Park I to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

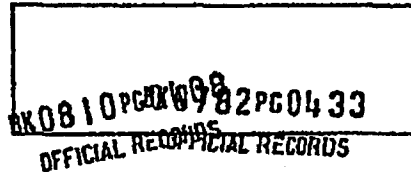
WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2(a) thereof, and the Class A Covenants pursuant to Section VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Article II, Section 2(a) of the AIPCA Covenants, and pursuant to Section VI, paragraph 3 of the Class A Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the AIPCA Covenants and

THIS INSTRUMENT IS BEING RE-RECORDED TO SHOW CORRECTIONS IN THE LEGAL DESCRIPTIONS CONTAINED IN EXHIBITS A-2, A-4, B-3 and B-5.

R 69.00

1589



Class A Covenants; however, such modifications shall have no effect on the properties previously subjected to the AIPCA Covenants and Class A Covenants.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that the Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, except as modified herein. The effect of the AIPCA Covenants will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Property, including, but not limited to that property described on Exhibit "C" attached hereto (the "Road Parcel"), which Road Parcel once consisted of a county road and has already been vacated subject to certain conditions pursuant to Resolution No. 86-184 of the Board of County Commissioners of the Board of Nassau County, Florida.

2. The Company hereby declares that Plantation Park I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants and Class A Covenants, except as modified herein.

3. The property owners within the Property and Plantation Park I shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, the Property and Plantation Park I shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes the Property and Plantation Park I shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants and Class A Covenants, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.

4. Article II, Section 2(a) of the AIPCA Covenants provides that the Company may make "complimentary" additions and modifications to the AIPCA Covenants, which complimentary additions apply notwithstanding any other provision within the AIPCA Covenants. Pursuant thereto, for the purpose of Plantation Park I only, the AIPCA Covenants shall be modified and amended as follows:

A. The definition of "Residential Lot" in Article 1, Section 1(G) shall be amended so as not to be limited to parcels of land shown on any recorded final subdivision

BK 0810PG0409
OK 0702 PG 0434
OFFICIAL RECORDS
OFFICIAL RECORDS

plot and shall include any parcel shown on any site plan approved by the Company, which is intended for use as a site for a single-family detached dwelling, townhouse or patio dwelling;

B. The definition of "Intended for Use" in Article 1, Section 1(P) shall be amended to also mean the use intended for various parcels within the Property as designated in any supplemental declaration, and the Parcels designated on any site plan approved by the Company in Plantation Park 1 shall be intended for use as Residential Lots;

C. Article V, Section 3(a)(1), (2) and (3) shall be deleted in their entirety and replaced with the following:

- 3(a)(1) Site plan approval by the Company showing such Residential Lot; and
- 3(a)(2) Delivery by the Company of the approved site plan to the Association.

D. Until such time as at least sixty-five (65) Residential Lots on Plantation Park 1 are being assessed as Residential Lots, the Association shall not be required to expend funds for any purpose attributable to Plantation Park 1 that were in excess of the revenues generated by assessments on the property in Plantation Park 1. Until such time, the owner of Plantation Park 1 shall contribute additional assessments to the AIPCA which are required to make the normal assessments equal the amount of funds to be expended for Plantation Park 1.

5. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the complementary additions and modifications to the Class A Covenants, as they apply to Plantation Park 1, are as follows and shall apply notwithstanding any other provision within the Class A Covenants:

A. The definition of "Lot" or "Residential Lot" as described in the definition section of the Class A Covenants shall not be limited to parcels shown on plat and shall include any parcel shown on a site plan approved by the Company and intended for single-family residential use.

B. The term "plat plan" in Part 1, paragraph 1 shall include, without limitation (i) preliminary plats required by Nassau County, Florida and (ii) site plans.

C. The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new golf course located on the Property and adjacent to Plantation Park 1; and

D. Amelia Island Plantation shall include Plantation Park 1.

6. The Schedule of Exhibits attached hereto are as follows:

- Exhibit "A" Legal Description of Property
- Exhibit "B" Legal Description of Plantation Park 1
- Exhibit "C" Legal Description of After Acquired Property

BK 0810 PG 01183 PG 0435
OFFICIAL RECORDS

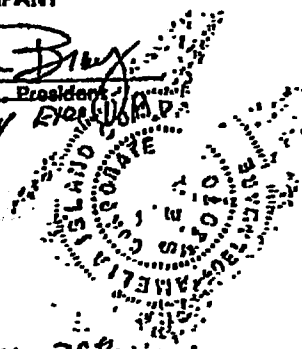
IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

Ernest M. Lopez
Ernest M. Lopez
Matthew S. M. Lopez
Matthew S. M. Lopez

AMELIA ISLAND COMPANY

By: *S. Norman Bray*
S. Norman Bray, President
S. Norman Bray, Executive



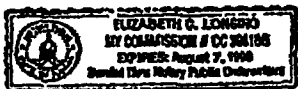
STATE OF FLORIDA

COUNTY OF Devel

The foregoing instrument was acknowledged before me this 26th day of December, 1996, by Jack B. Hoelen, Jr., the President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



Elizabeth C. Longino
Signature of Notary ELIZABETH C. LONGINO

Name of Notary (Typed, Printed or Stamped)
Commission Number:
My Commission Expires:

* EXECUTIVE VICE PRESIDENT

BK0782 PG0436
OFFICIAL RECORDS

BK0810 PG0411
OFFICIAL RECORDS

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

AMELIA ISLAND PLANTATION PARK PARCEL "A"
 A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A", "B" AND "C", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 84 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 12, UNIT TWO OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE AFORESAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID UNIT TWO OF AMERICAN BEACH SECTION THREE RUN THE FOLLOWING COURSES AND DISTANCES: NORTH 88°30'30" EAST, A DISTANCE OF 199.28 FEET; THENCE NORTH 01°28'29" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'00" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°37'02" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'27" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°25'13" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°32'36" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 03°06'50" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°29'16" EAST, A DISTANCE OF 250.09 FEET; THENCE NORTH 01°27'54" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°30'21" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°31'33" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°31'09" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°29'49" WEST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88°33'05" EAST, A DISTANCE OF 249.87 FEET; THENCE NORTH 01°33'12" WEST, A DISTANCE OF 26.22 FEET; THENCE NORTH 88°32'03" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 84°50'07" EAST, A DISTANCE OF 200.36 FEET; THENCE NORTH 01°54'32" WEST, A DISTANCE OF 28.08 FEET; THENCE NORTH 88°31'37" EAST, A DISTANCE OF 280.81 FEET; THENCE NORTH 02°09'43" WEST, A DISTANCE OF 17.94 FEET; THENCE NORTH 87°49'08" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 99.00 FEET; THENCE SOUTH 02°15'13" EAST LEAVING SAID UNIT 2, AMERICAN BEACH SECTION THREE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 31.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 592.96 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°48'09" WEST AND A CHORD DISTANCE OF 185.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°47'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 917.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 587.25 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 212.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'21" WEST AND A CHORD DISTANCE OF 211.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°58'18" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 37.72 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2582.93 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 530.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°20'10" WEST AND A CHORD DISTANCE OF 530.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°21'55" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 455.34 FEET; THENCE NORTH 86°00'32" EAST, A DISTANCE OF 283.33 FEET; THENCE NORTH 01°29'38" WEST, A DISTANCE OF 300.44 FEET TO THE POINT OF BEGINNING.
 CONTAINING 77.89 ACRES MORE OR LESS.

BK 0810 PG 0412
OFFICIAL RECORDS
BK 0782 PG 0437
OFFICIAL RECORDS

Exhibit "A"
(continued)

and

AMELIA ISLAND PARCEL "B"

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACTS "A" AND "B", AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, UNIT ONE OF AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE AFORESAID PUBLIC RECORDS; THENCE NORTH 04°58'18" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD, A DISTANCE OF 670.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°58'18" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°01'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2350.32 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5429.98 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 100.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'15" WEST AND A CHORD DISTANCE OF 100.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°01'42" EAST CONTINUING ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD, A DISTANCE OF 2349.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.39 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL BEING THE SAME LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 613, PAGE 38, OFFICIAL RECORDS BOOK 709, PAGE 1255 AND IN OFFICIAL RECORDS BOOK 709, PAGE 1255 ALL RECORDED IN THE PUBLIC RECORDS OF SAID NASSAU COUNTY.

THE ABOVE DESCRIBED PARCEL ALSO BEING SUBJECT TO A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 617, PAGE 248 OF THE PUBLIC RECORDS OF SAID COUNTY.

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK (3), PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNLEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE

2

BK0810PG0413
OFFICIAL RECORDS
BK0782PG0438
OFFICIAL RECORDS

Exhibit "A"
(continued)

CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK0810FG0414
OFFICIAL RECORDS
BK0782PG0439
OFFICIAL RECORDS

Exhibit "A"
(continued)

FURTHER LESS AND EXCEPT:

CLUB HOUSE

62

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.12 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

BK 0810 PG 0415
OFFICIAL RECORDS
BK 0200 PG 0440

OFFICIAL RECORDS

Exhibit "B"

LEGAL DESCRIPTION OF PLANTATION PARK I

TRACT A

A PART OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 01°57'47" WEST, A DISTANCE OF 150.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 153.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°35'14" EAST AND A CHORD DISTANCE OF 127.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 836.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°21'55" EAST AND A CHORD DISTANCE OF 238.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 30°58'09" WEST, A DISTANCE OF 118.85 FEET; THENCE NORTH 06°06'08" EAST, A DISTANCE OF 155.54 FEET; THENCE NORTH 79°51'50" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 69°07'46" WEST, A DISTANCE OF 73.29 FEET; THENCE NORTH 65°27'12" WEST, A DISTANCE OF 305.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°54'02" WEST AND A CHORD DISTANCE OF 57.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°20'52" WEST, A DISTANCE OF 70.78 FEET; THENCE SOUTH 77°30'53" WEST, A DISTANCE OF 136.14 FEET; THENCE NORTH 69°24'44" WEST, A DISTANCE OF 82.35 FEET; THENCE NORTH 54°25'13" WEST, A DISTANCE OF 71.19 FEET; THENCE NORTH 23°53'06" WEST, A DISTANCE OF 123.64 FEET; THENCE NORTH 01°29'02" WEST, A DISTANCE OF 79.08 FEET; THENCE NORTH 86°59'48" EAST, A DISTANCE OF 390.24 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 619.31 FEET; THENCE NORTH 70°14'03" EAST, A DISTANCE OF 159.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 489.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°17'12" EAST AND A CHORD DISTANCE OF 299.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 72°49'31" WEST,

BK0810PG0415 BK0782PG0441
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

A DISTANCE OF 107.98 FEET; THENCE SOUTH 08°08'35" EAST, A DISTANCE OF 61.07 FEET; THENCE SOUTH 38°38'45" EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH 57°55'29" EAST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 42°41'01" EAST, A DISTANCE OF 81.47 FEET; THENCE SOUTH 35°34'03" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 358.94 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1492.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.19 ACRES MORE OR LESS.

AND:

TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 1A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY ROAD, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1069.01 FEET; THENCE SOUTH 68°35'55" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.30 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°48'48" WEST AND A CHORD DISTANCE OF 131.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 765.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.51 ACRES MORE OR LESS.

B-2

BX0782PG0442
BK0810PG0442
OFFICIAL RECORDS
OFFICIAL RECORDS

Exhibit "B"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT A

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 3 PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°05'38" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 378.85 FEET; THENCE NORTH 82°02'34" EAST, A DISTANCE OF 93.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°08'24" EAST AND A CHORD DISTANCE OF 93.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°23'30" EAST AND A CHORD DISTANCE OF 35.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°51'44" EAST, A DISTANCE OF 424.63 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 187.14 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.03 ACRES MORE OR LESS.

BK 0810 PG 040782 PG 0443
OFFICIAL RECORDSExhibit "B"
(continued)

FURTHER LESS AND EXCEPT:

RETIREMENT TRACT C

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET; THENCE SOUTH 03°05'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURNEY, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°01'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE SOUTH 25°08'16" WEST LEAVING SAID SOUTHERLY LINE OF BURNEY ROAD, A DISTANCE OF 23.12 FEET; THENCE SOUTH 85°01'42" WEST, A DISTANCE OF 282.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 151.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°58'18" WEST AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°54'55" WEST, A DISTANCE OF 22.00 FEET; THENCE NORTH 03°05'38" WEST, A DISTANCE OF 47.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES MORE OR LESS.

BK 0810 PG 0448 0782 PG 0444
OFFICIAL RECORDS OFFICIAL RECORDS

Exhibit "B"
(continued)

FURTHER LESS AND EXCEPT:
CLUB HOUSE

.62

A PART OF SECTIONS 18 AND 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1978.03 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°04'31" WEST AND A CHORD DISTANCE OF 68.07 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°59'16" WEST AND A CHORD DISTANCE OF 39.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 22.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°05'49" WEST AND A CHORD DISTANCE OF 15.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°50'58" WEST AND A CHORD DISTANCE OF 126.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°23'30" WEST AND A CHORD DISTANCE OF 58.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°31'09" EAST, A DISTANCE OF 57.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°03'14" EAST AND A CHORD DISTANCE OF 108.39 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°03'26" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 30°32'59" EAST, A DISTANCE OF 103.46 FEET; THENCE SOUTH 19°05'20" WEST, A DISTANCE OF 358.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.53 ACRES MORE OR LESS.

B-8

BK 0782 PG 0445
OFFICIAL RECORDS

Exhibit "C"

LEGAL DESCRIPTION OF AFTER ACQUIRED PROPERTY

BK 0810 PG 0420
OFFICIAL RECORDS

PARCEL C

ABANDONMENT OF BURNEY ROAD

PART OF SECTION 20, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH SECTION THREE, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 1823.86 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°23'15" WEST AND A CHORD DISTANCE OF 22.68 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°32'53" WEST AND A CHORD DISTANCE OF 55.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°35'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 204.89 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A, A DISTANCE OF 1554.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°16'58" WEST AND A CHORD DISTANCE OF 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES MORE OR LESS.

BK 0810 PG 0421
OFFICIAL RECORDS

BK 0782 PG 0446
OFFICIAL RECORDS

Exhibit "C"
(continued)

LESS AND EXCEPT:

RETIREMENT TRACT B

A PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, AMERICAN BEACH, SECTION 3, AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11A (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 486.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°01'42" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 507.32 FEET; THENCE SOUTH 25°08'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID BURNEY ROAD, A DISTANCE OF 92.48 FEET; THENCE SOUTH 85°01'42" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURNEY ROAD, A DISTANCE OF 463.55 FEET; THENCE NORTH 03°05'30" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

9723966

97 OCT 20 PM 1:10

[Handwritten signature]
RECORDED
INDEXED
OCT 20 1997

9700882

97 JUN 16 AM 10:08

[Handwritten signature]
RECORDED
INDEXED
JUN 16 1997

5
Prepared by ~~and return to:~~

Emerson M. Lotzia, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202
73661/230

EXHIBIT F489

SEP 16 1998

INSTR # 200339049
OR BK 01183 PG 0654

BK 0848 PG 1666

OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF
CLASS A COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA

(Sound Point Court)

(Reserved for Clerk)

This Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida (Sound Point Court) ("Supplemental Declaration") is made the 10th day of September, 1998 by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on the Plat for Sound Point Court recorded in Plat Book 6, page 104, public records of Nassau County, Florida ("Sound Point Court");

WITNESSETH:

WHEREAS, all of Sound Point Court is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, Official Record Book 223, page 699, Official Records Book 252, page 140, Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the public records of Nassau County, Florida (the "AIPCA Covenants"); and

WHEREAS, the Company desires to subject all of Sound Point Court to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, Official Records Book 153, page 204, and Official Records Book 174, page 108, all of the public records of Nassau County, Florida ("Class A Covenants"); and

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants;

BK 0848 PG 1667

OFFICIAL RECORDS

however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants.

NOW THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company hereby declares as follows:

1. Sound Point Court and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the supplementary additions and modifications to the Class A, as they apply to Sound Point Court, are added and amended, respectively, and shall apply notwithstanding any other provision in the Class A Covenants:

A. Minimum and Maximum Enclosed Dwelling Areas

Sound Point Court homes shall have a total minimum and maximum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 8,000 square feet.

Minimum and maximum enclosed dwelling areas shall include screen porches, lanais, or similar area under roof but does not include garages, carports or similar areas designed or used for the storage of vehicles.

B. Maximum Building Height

Sound Point Court homes shall have a maximum building height of:

- a. Forty-five (45) feet above the floor of the garage level or, three (3) stories above a garage level, whichever is less;
- b. The third floor shall be incorporated into the roof form; and
- c. The home height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.

C. Minimum Setbacks

All homes shall have the following minimum setbacks:

OFFICIAL RECORDS

- a. Front setback - the minimum front yard setback shall be thirty (30) feet from the right-of-way except as may be noted on the plat for Sound Point Court;
- b. Side setbacks - the minimum side yard setbacks shall be twenty (20) feet;
- c. Roof overhangs, cornices and other projections not exceeding four (4) feet and not supported from the ground may project into the required setbacks; and
- d. The minimum setback detailed above may be reduced by the Company's Architectural Review Board ("ARB") if compatible with other laws and regulations and the ARB determines that the minimum variation is necessary to protect significant topographic or vegetative cover existing on the lot.

D. Foundations and Off Grade Crawl Areas

- a. The vertical wall portion of the foundation shall be extended to the ground with openings that do not exceed 50% of the surface area.
- b. Foundation or crawl openings shall be covered with louvers or lattice painted to conform with the color scheme of the home. Minor cantilevered areas may be allowed without enclosed or covered vertical walls or wall openings.

E. Windows and Doors

- a. Major operating or fixed windows shall be wood or wood clad with copper, anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes shall not be allowed.

F. Landscaping

- a. Landscape plans shall emphasize a natural environment through the use of native and naturalized plant materials.
- b. All landscape plans shall be prepared and submitted by a Landscape Architect licensed in the State of Florida.

G. Architectural Review

- a. All homes shall be approved by the ARB pursuant to the power reserved in the Company in Part I of the Class A Covenants.
- b. It is the intent of the Company that the owner's architect analyze the site and incorporate environmental considerations into the design of the home. A pre-design meeting between the owner's

BK0848PG1669

architect and the ARB or its representative is required prior to the development of any plans other than site analysis.

- c. All architectural plans must be prepared and submitted by an Architect licensed in the State of Florida.
- d. The ARB at its sole discretion retains the right to approve minor variances to the above guidelines and restrictions where it determines that the variances are in the best interests of the home owner and/or the Sound Point Court community.

H. Fertilizers. Only biodegradable fertilizers and EPA/DEP approved pesticides and fungicides shall be used on any of Sound Point Court.

I. Marsh Edge Buffer. Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marshfront areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Buffer Line as recorded in the public records of Nassau County on the Plat for Sound Point Court, less and except wetlands filled pursuant to an appropriate permit such as the permits to fill the wetlands on Lot 2 in St. Johns River Water Management District Permit No. 4-089-000-9M15-ERP and U.S. Army Corps of Engineer Permit No. 199800438(1P-DS). That portion of any marshfront within the open space corridor shall be preserved substantially in its present natural state except pursuant to the written approval of St. Johns River Water Management District and other regulatory agencies which have jurisdiction over such wetlands. It is the responsibility of the lot owner, his agent and the entity performing any activity within the open space corridor to acquire the necessary written approvals prior to the beginning of any work. This open space corridor may be superseded and redefined from time to time by the appropriate governmental agencies.

J. Amelia Island Plantation. Amelia Island Plantation, as defined in the Class A Covenants, shall include Sound Point Court.

INSTR # 200339049
OR BK 01183 PG 0658

BK0848PG1670

IN WITNESS WHEREOF, the parties have caused this Supplemental Declaration to be properly executed by their respective duly authorized representative and recorded in the public records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

"Company"

AMELIA ISLAND COMPANY, a
Delaware corporation

Margaret Ann Wood
Printed Name: MARGARET ANN WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V.P.

Jana Williams
Printed Name: Jana Williams

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of September, 1998, by S. Norman Bray, the Exec Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Margaret Ann Wood
Signature of Notary
MARGARET ANN WOOD
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC519430
My Commission Expires: Jan. 8, 2000

24900

Emerson M. Lotzia, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, Florida 32202
73661/229

EXHIBIT F-494

SEP 16 1998

INSTR # 200339049
DR BK 01183 PG 0659

BK 0848 PG 1642
OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF
CLASS A COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA

(Ocean Club Drive)

(Reserved for Clerk)

This Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida (Ocean Club Drive) ("Supplemental Declaration") is made the 10th day of September, 1998 by AMELIA ISLAND COMPANY, a Delaware corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on the Plat for Ocean Club Drive recorded in Plat Book 6, pages 107-110, public records of Nassau County, Florida ("Ocean Club Drive");

WITNESSETH:

WHEREAS, all of Ocean Club Drive is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, Official Record Book 223, page 699, Official Records Book 252, page 140, Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the public records of Nassau County, Florida (the "AIPCA Covenants"); and

WHEREAS, the Company desires to subject all of Ocean Club Drive to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, Official Records Book 153, page 204, and Official Records Book 174, page 108, all of the public records of Nassau County, Florida ("Class A Covenants"); and

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof; and

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants;

NTS

however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants.

BK 0848 PG 1643
OFFICIAL RECORDS

NOW THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company hereby declares as follows:

1. Ocean Club Drive and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the Class A Covenants, except as modified herein.

2. Pursuant to Part VI, paragraph 3 of the Class A Covenants, the supplementary additions and modifications to the Class A, as they apply to Ocean Club Drive, are added and amended, respectively, and shall apply notwithstanding any other provision in the Class A Covenants:

A. Introduction

In order to establish continuity and order between homes within the Ocean Club Drive community, the Class A Covenants limit the palette of materials, forms and colors that can be used. While there is no specific architectural period or style defined for use in the Ocean Club Drive subdivision, there is a theme which can best be referenced as "Mediterranean Villas". The term villas brings to mind a rambling, spacious and open structure oriented to views and taking advantage of favorable climatic conditions but tightly framed to provide individual privacy and privacy to adjacent property owners. Ocean Club Drive homes express individual forms unified with limited materials primarily stucco and a limited range of natural colors. Homes will have dominant roofs of clay or concrete tile all in natural earth tone colors. The individuality of each home is established with an interplay of rich detailing and color from balconies, chimneys, shutters and the like. While it is not the Company's intent to limit or require adherence to a specific style, it is our objective to create a neighborhood which develops its own character. The home owner and owner's architect are encouraged to express individuality through details within the limits of these guidelines.

B. Minimum and Maximum Enclosed Dwelling Areas

Ocean Club Drive homes shall have a total minimum and maximum enclosed dwelling areas as follows:

- (1) Homes on lots 1-10 shall have a minimum enclosed dwelling area of 5,000 square feet and a maximum enclosed dwelling area of 12,000 square feet;
- (2) Homes on lots 11-14 shall have a minimum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 12,000 square feet; and

- (3) Homes on lots 15-33 shall have a minimum enclosed dwelling area of 3,500 square feet and a maximum enclosed dwelling area of 8,000 square feet.

Minimum and maximum enclosed dwelling areas shall include screen porches, lanais, or similar area under roof but does not include garages, carports or similar areas designed or used for the storage of vehicles. Where the garage is located under the living areas of the house, any conditioned or enclosed areas at the same grade as the garage level or separated by no more than one foot of elevation change shall not be counted toward minimum or maximum enclosed dwelling square footage.

C. Maximum Building Height

Ocean Club Drive homes shall have a maximum building height as follows:

- (1) Homes on Lots 1-14 shall have a maximum building height of:
- (a) Fifty-five (55) feet above the floor of the garage level or, four (4) stories above a parking level, whichever is less;
 - (b) Where the building exceeds three (3) stories over a garage, the top most story shall be incorporated into the roof form; and
 - (c) The building height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.
- (2) Homes on Lots 15-33 shall have a maximum building height of:
- (a) Forty-five (45) feet above the floor of the garage level or, three (3) stories above a garage level, whichever is less;
 - (b) The third floor shall be incorporated into the roof form; and
 - (c) The home height is measured from the floor of the garage to the predominant eave line of the home. Where the garage is not under the home, the home height is measured from the average exterior or finish grade at the first level.

D. Minimum Setbacks

All homes shall have the following minimum setbacks:

- (1) Front setback - the minimum front yard setback shall be thirty (30) feet from the right-of-way except as may be noted on the plat for Ocean Club Drive;
- (2) Rear setback - the minimum rear yard setback shall be thirty (30) feet from rear property line (golf course property) except as may be noted on the plat for Ocean Club Drive or in the deed for a lot in Ocean Club Drive;

BK0848PG1645

- (3) Side setbacks - the minimum side yard setbacks shall be typical for the area except that the minimum setbacks may be reduced by five (5) feet per side for a total of ten (10) feet where the front or rear building face does not exceed fifty (50) feet. The offset from the front or rear building face shall have a minimum depth of ten (10) feet measured from the building face. The purpose of the offset bonus is to encourage architectural interest by reducing the actual and the perceived width of the front and rear building planes;
- (4) Roof overhangs, cornices and other projections not exceeding four (4) feet and not supported from the ground may project into the required setbacks; and
- (5) The minimum setback detailed above may be reduced by the Company's Architectural Review Board ("ARB") if compatible with other laws and regulations and the ARB determines that the minimum variation is necessary to protect significant topographic or vegetative cover existing on the lot.

E. Foundations and Off Grade Crawl Areas

- (1) The vertical wall portion of the foundation shall be extended to the ground with openings that do not exceed 50% of the surface area.
- (2) Foundation or crawl openings shall be covered with louvers or lattice painted to conform with the color scheme of the home. Minor cantilevered areas may be allowed without enclosed or covered vertical walls or wall openings.

F. Exterior Wall Finishes

- (1) The main exterior wall material shall be stucco or an improved external wall coating system with finishes that include coquina or oyster shell, Spanish lace, sand finish and the like.
- (2) Wood, wood shingles and coral block may be used for accents and detailing not to exceed 20% of the total exterior wall area. Brick may not be used for exterior wall surfaces.

G. Windows and Doors

- (1) Major operating or fixed windows shall be wood or wood clad with copper, anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes shall not be allowed.

H. Roofs

- (1) Clay and concrete tile in natural earth tone colors shall be used for all primary roof material. Metal roofing may be used for secondary roofing areas or accents limited to 25% of the total roofing area.

OFFICIAL RECORDS

- (2) All primary roofs shall be gable or hip designs. Flat or shed roof construction shall be permitted for secondary roof areas limited to 25% of the total roofing area.

I. Landscaping

- (1) Landscape plans shall emphasize a natural environment through the use of native and naturalized plant materials.
- (2) All landscape plans shall be prepared and submitted by a Landscape Architect licensed in the State of Florida.

J. Architectural Review

- (1) All homes shall be approved by the ARB pursuant to the power reserved in the Company in Part I of the Class A Covenants.
- (2) It is the intent of the Company that the owner's architect analyze the site and incorporate environmental considerations into the design of the home. A pre-design meeting between the owner's architect and the ARB or its representative is required prior to the development of any plans other than site analysis.
- (3) All architectural plans must be prepared and submitted by an Architect licensed in the State of Florida.
- (4) The ARB at its sole discretion retains the right to approve minor variances to the above guidelines and restrictions where it determines that the variances are in the best interests of the home owner and/or the Ocean Club Drive community.

K. Golf Course

- (1) The Golf Course referenced in Part II of the Class A Covenants shall include but not be limited to the new Golf Course located on the property which is adjacent to Ocean Club Drive; and

L. Amelia Island Plantation

- (1) Amelia Island Plantation, as defined in the Class A Covenants, shall include Ocean Club Drive.

BK0848PG1647

IN WITNESS WHEREOF, the parties have caused this Supplemental Declaration to be properly executed by their respective duly authorized representative and recorded in the public records of Nassau County, Florida.

Signed, sealed and delivered
in the presence of:

"Company"

AMELIA ISLAND COMPANY, a
Delaware corporation

Margaret Ann Wood
Printed Name: MARGARET ANN WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V. P.

Jana Williams
Printed Name: Jana Williams

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of September, 1998, by S. Norman Bray, the Exec Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Margaret Ann Wood
Signature of Notary
MARGARET ANN WOOD
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC 519430
My Commission Expires: Jan. 8, 2000

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC519430
MY COMMISSION EXP. JAN. 8, 2000

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SFT II, INC., a Delaware corporation ("Mortgagee"), the owner and holder of the indebtedness secured by the instrument described below (the "Mortgage Instruments"), hereby consents and joins in the foregoing Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida (Ocean Club Drive) and subordinates its mortgage lien encumbering all of any part of the Property (as described in the foregoing Supplementary Restated Declaration) to the Supplementary Restated Declaration, except for the easements which are reserved to the Company or for the benefit of any real estate now or hereafter encumbered by the Mortgaged Instruments. The Mortgage Instruments being:


ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS dated January 15, 1997 and recorded January 17, 1997 in Official Records Book 782, page 1061; as modified by Notice of Future Advance, Mortgage Modification and Spreader Agreement dated January 14, 1997 and recorded January 17, 1997 in Official Records Book 782, page 1067, (said original mortgage dated May 6, 1993 and recorded May 25, 1993 in Official Records Book 681, page 784 as modified in Official Records Book 698, page 781, Official Records Book 712, page 1725, Official Records Book 718, page 1791, Official Records Book 734, page 559, Official Records Book 739, page 273 and Official Records Book 749, page 820), all of the public records of Nassau County, Florida; the insured mortgage being modified by Mortgage Modification dated April 16, 1997 as recorded in Official Records Book 790, page 1614, public records of Nassau County, Florida, and further assigned by Assignment of Note, Mortgage and Loan Documents dated April 21, 1997 and recorded in Official Records Book 790, page 1833, public records of Nassau County, Florida, as further modified by Notice of Future Advance and Mortgage Modification Agreement recorded in Official Records Book 790, page 1842, of the public records of Nassau County, Florida, as further modified by Mortgage Spreading Agreement dated December 5, 1997 and recorded in Official Records Book 817, page 618, of the public records of Nassau County, Florida, as further assigned by that Assignment of Note, Mortgage and Loan Documents dated April 29, 1998 and recorded in Official Records Book 841, page 1689, of the public records of Nassau County, Florida.

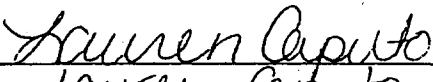
IN WITNESS WHEREOF, this Consent and Joinder is executed on behalf of the Mortgagee this 14th day of September, 1998.

WITNESSES:

SFT II, INC., a Delaware corporation


Printed Name: NEEDMONT J. JOKU

By: 
Printed Name: ROGER COZZI
Its: VICE PRESIDENT


Printed Name: Lauren Caputo

BK 0848 PG 1649

OFFICIAL RECORDS

STATE OF NY
COUNTY OF NY

The foregoing instrument was acknowledged before me this 14th day of September, 1998, by Roger Corzi, the Vice President of SFT II, Inc., a Delaware corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Elizabeth Sanzo
Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number: 015A6001972
My Commission Expires: _____

ELIZABETH SANZO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 2, 2000

CONSENT AND JOINDER OF MORTGAGED PARTIES TO OFFICIAL RECORDS

The undersigned, AMSOUTH BANK, a state banking corporation ("Mortgagee"), the Mortgagee under that certain Mortgage and Security Agreement Securing a Development Loan dated April 16, 1998 and recorded in Official Records Book 831, page 824, of the public records of Nassau County, Florida, hereby consents and joins in the foregoing Supplementary Restated Declaration of Class A Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and subordinates its mortgage lien encumbering all of any part of the Property (as described in the foregoing Supplementary Restated Declaration) to the Supplementary Restated Declaration, except for the easements which are reserved to the Company.

INSTR # 200339049
OR BK 0183 PG 0667

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 10th day of September, 1998.

WITNESSES:

AMSOUTH BANK, a state banking corporation

Catherine T. Haas
Printed Name: Catherine T. Haas

By: [Signature]
Printed Name: James W. Davis
Its: Vice President

Michael D. Austin
Printed Name: Michael D. Austin

STATE OF Florida
COUNTY OF Duval

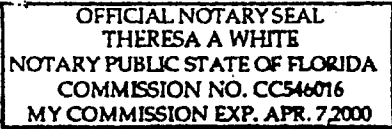
The foregoing instrument was acknowledged before me this 10th day of September, 1998, by James W. Davis the V.P. of AmSouth Bank, a state banking corporation, on behalf of the corporation. Such person: (notary must check applicable box)

9822273

98 SEP 16 10:06

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
Signature of Notary
Theresa A. White
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC546016
My Commission Expires: April 7, 2000

MAY 2 1999

INSTR # 200339049
OR BK 01183 PG 0668

Prepared by and Return to:
Emerson M. Lotzia, Esq.
Juliana Rowland, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
073661/0240

EXHIBIT F-503

BK0882PG1316
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA**

(The Pointe at Sound Point)

This Supplementary Declaration, dated April 29, 1999, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("The Pointe");

W I T N E S S E T H

WHEREAS, all of The Pointe is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Lots of The Pointe (as either designated on the plat for The Pointe to be recorded in the public records of Nassau County, Florida, as Single-Family Residential Lots or as designated by the Company as Single-Family Residential Lots in any recorded document amending this Supplementary Declaration ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Lots of The Pointe (as either designated on the plat of The Pointe to be recorded the public records of Nassau County, Florida as Townhouse Lots or as designated by the Company in any amendment to this Supplementary Declaration, ("Townhouse Property")) to the terms and conditions of the Class

BK 0882 PG 1317

OFFICIAL RECORDS

"B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of The Pointe (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within The Pointe have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, The Pointe constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes The Pointe constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

BK0882PG1318
 OFFICIAL RECORDS

INSTR # 200339049
 OR BK 01183 PG 0670

1. The Company hereby declares that The Pointe and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to The Pointe, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height ^{above a garage level} with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 900 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section 1, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23—26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to The Pointe;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or The Pointe;

(E) Part III, paragraph 1, of the Class A and Class B Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the buffer line to be recorded in the public records of Nassau County on the Plat for The Pointe or as designated in any amendment to this Supplementary Declaration ("Buffer Line"), less and except wetlands filled pursuant to an appropriate permit. That portion of any marshfront within the open space corridor shall be preserved substantially in its present natural state except pursuant to the written approval of St. Johns River Water Management District and other

BK 0882 PG 1319
OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0671

regulatory agencies which have jurisdiction over such wetlands. It is the responsibility of the lot owner, his agent and the entity performing any activity within the open space corridor to acquire the necessary written approvals prior to the beginning of any work. This open space corridor may be superseded and redefined from time to time by the appropriate governmental agencies; and

(F) Amelia Island Plantation shall include The Pointe.

(G) The Company, at its sole election, shall have the right to approve any plat for The Pointe and to designate Single-Family Residential Lots and Townhouse Lots and the Buffer Line if the plat does not refer to such designations.

(H) The Pointe homes on Single Family Residential Lots shall have a total minimum enclosed dwelling area of twenty-two hundred ^{or seven} ~~two~~ hundred ^{2,100 conditioned} ~~(2,200)~~ square feet. The Pointe homes on Townhouse Lots shall have a total minimum enclosed dwelling area of twenty-five hundred (2,500) ^{conditioned} square feet. *NY*

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered
In the presence of:

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation

Joyce A. Middleton
Printed Name: Joyce A. Middleton

By: *S. Norman Bray*

Marshall E. Wood
Printed Name: MARSHALL E. WOOD

Printed Name: S. Norman Bray
Its: Exec. V.P.

[Corporate Seal]

BK0882 PG 1320
OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0672

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th day of April, 1999, by S. Norman Gray, the Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

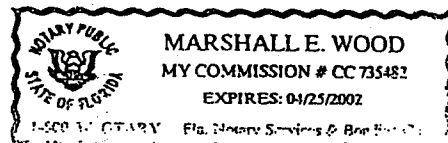
- is personally know to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood
Signature of Notary

MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):



Attachments: Exhibit A - Legal Description

BK 0882 PG 1321

OFFICIAL RECORDS

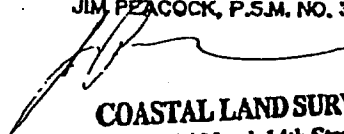
INSTR # 200339049
OR BK 01183 PG 0673

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°-42'-10" EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH 15°-01'-01" EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH 84°-57'-25" WEST, 24.91 FEET; (2) SOUTH 79°-22'-33" WEST, 44.37 FEET; (3) SOUTH 83°-11'-45" WEST, 31.79 FEET; (4) NORTH 89°-19'-39" WEST, 57.10 FEET; (5) SOUTH 82°-48'-27" WEST, 34.41 FEET; (6) SOUTH 35°-16'-53" WEST, 39.26 FEET; (7) SOUTH 27°-11'-11" WEST, 33.64 FEET; (8) SOUTH 49°-30'-37" EAST, 28.56 FEET; (9) SOUTH 76°-56'-02" EAST, 51.02 FEET; (10) SOUTH 44°-39'-25" EAST, 40.02 FEET; (11) SOUTH 69°-43'-33" WEST, 20.71 FEET; (12) NORTH 82°-32'-44" WEST, 73.13 FEET; (13) NORTH 89°-21'-37" WEST, 70.24 FEET; (14) SOUTH 79°-41'-52" WEST, 67.74 FEET; (15) SOUTH 89°-34'-59" WEST, 45.10 FEET; (16) SOUTH 88°-38'-18" WEST, 40.44 FEET; (17) NORTH 88°-58'-58" WEST, 57.76 FEET; (18) SOUTH 85°-58'-30" WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 167.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°-24'-12" WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED] PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

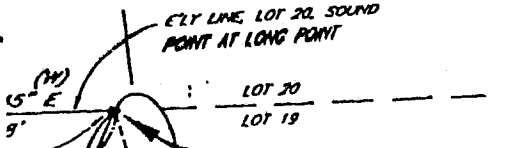
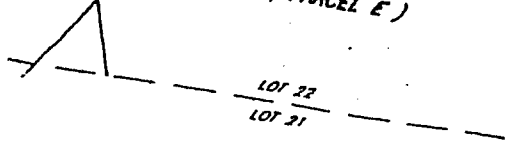
PREPARED BY:
JIM PEACOCK, P.S.M. NO. 3718


COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.

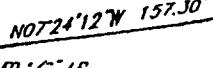
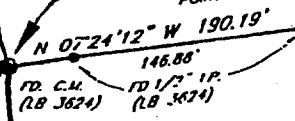
IT OF BEGINNING (PARCEL E)



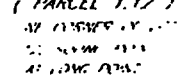
POINT OF BEGINNING (PARCEL D)



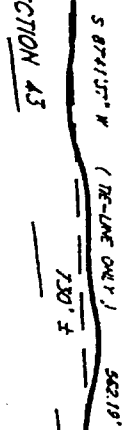
POINT OF REFERENCE (PARCELS D AND E)
SE CORNER OF LOT 13, SOUND POINT AT LONG POINT



POINT OF BEGINNING (PARCEL 1.12)



SECTION 43



PARCEL 1.12 (LONG POINT C)

5.58 ACRES ±

9917942

99 MAY 12 PM 2:02

CLERK OF DEEDS
NASSAU COUNTY, FLORIDA

FD. 1/2" I.P. (L.B. 3624)

REFERENCE POINT 7

FD. 1/2" I.P. (L.B. 3624)

S 15°05'01" E

197.29' ±

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE POINTE AT SOUND POINT**

This Declaration is made on this 29th day of APRIL, 1999, by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to Long Point Development Company, (the "COMPANY").

WITNESSETH:

WHEREAS, Company is the Owner of the property generally known as THE POINTE AT SOUND POINT and as described on Exhibit "A" attached hereto ("The Point"). It is anticipated that The Pointe will be developed into Single Family Residential Lots ("Single Family Residential Lot") and Townhouse Residential Lots ("Townhouse Lot") (as either designated on the plat to be recorded or as designated by the Company in any amendment to the Supplementary Restated Declaration of Covenants and Restrictions for Amelia Island Plantation (The Pointe at Sound Point) dated of even date herewith and recorded prior to this Declaration; and

WHEREAS, Company, in order to maintain the integrity of The Pointe, desires to subject said lands to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every Owner of any and all parts thereof;

NOW, THEREFORE, Company, as Owner, for itself, its successors and assigns, hereby imposes the covenants, conditions, restrictions and easements hereinafter described, which easements shall be perpetual in duration unless otherwise provided, and which shall run with the title to said lands and shall be binding upon all parties having any right, title or interest in said lands or any part thereof, their heirs, personal representatives and assigns, shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

For the purposes of this Declaration the following terms shall have the following meanings:

"Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association;

"Association" shall mean and refer to THE POINTE AT SOUND POINT OWNERS ASSOCIATION, INC., its successors and assigns;

INSTR # 200339049
DR BK 0183 PG 0675

BK 0882 PG 1327
OFFICIAL RECORDS

"Common Property" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded, leased or dedicated to the Association and designated in said deed, lease or plat dedication as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property."

"Company" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements;

"Developer" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Easements for Drainage and Utilities" shall mean and refer to the Easements for Drainage and Utilities as shown on the Plat, required herein, or as required for the construction and operation of any Townhouse;

"Lands" shall mean and refer to the Land as described on Exhibit A;

"Lot" shall mean and refer to any Single Family Residential Lot or Townhouse Lot as shown on the Site Plan;

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Townhouse, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

"Plat" shall mean the plat to be recorded for The Pointe;

"Residential Dwelling" shall mean and refer to any building constructed or to be constructed on a Lot for use and occupancy as a single family residence.

"Single Family Lots" shall mean as defined on page 1 of this Declaration.

"Townhouse" shall mean and refer to any building constructed or to be constructed on a Lot as part of and adjacent to another Townhouse and intended for use and occupancy as a single family residence.

"Townhouse Lot" shall mean as defined on page 1 of this Declaration.

"Townhouse Wall" shall mean and refer to the inner supporting structural walls of a Townhouse which is adjacent and contiguous to the inner structural wall of the townhouse on the adjacent Lot.

OFFICIAL RECORDS

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; and the use of gender shall include all genders; and the use of the term including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Lands and the improvements constructed or to be constructed thereon by providing a plan for the development, use and enjoyment thereof. The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Membership Rights in Association.

Every Owner of a Lot shall be a member of the Association as provided below. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2 Membership Classes and Voting Rights in Association.

The Association shall have two classes of membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Company;

(b) Class B. The Class B member(s) shall be the Company, its successors or assigns. The Class B membership shall terminate upon the earliest of (i) when the Company and its successor developer have conveyed all Lots to third parties (provided, however, that a transfer of any property shown on Exhibit "A" together with a full or partial assignment of the Amelia Island Company's developer or Company rights shall not be treated as a transfer under this subsection (i)), (ii) the Company terminates the Class B membership, or (iii) on December 31, 2004.

(c) Voting Rights in Association. Until the Class B membership terminates, Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, each Class A member shall have one vote on all matters to come before the Association. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote or less than one vote be cast with respect to any Lot.

Section 2.3 Creation of the Lien and Personal Obligation of Assessments.

The Company, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such lien shall not attach until a notice of lien is recorded in the public record of Nassau County and a copy thereof is furnished to the Owner of the liened Lot or Townhouse. The lien shall be enforced as a lien under Chapter 713 of the Florida Statutes.

Section 2.4 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of all landscaped areas, all driveways as shown on the Plat, Drainage and Utility Easements and upon the default of the Owners subject to Article II and Article III herein, to provide Townhouse maintenance and enforcement of this Declaration.

Section 2.5 Uniform Rate of Assessment.

Both annual and special assessments must be determined by the formula set forth below:

$$\frac{\text{Each individual Lot}}{\text{Total of all Lots}} = \frac{\text{per Lot responsibility}}{\text{for Association Expenses}}$$

Both annual and special assessments shall be collected on a monthly basis, except as provided herein.

Section 2.6 Monthly Assessments; Due Dates.

The Board shall fix the amount of the monthly regular assessments against each Lot at least thirty (30) days in advance of each calendar or fiscal year of the Association. Written notice of the regular assessments shall be sent to every Owner subject thereto. Monthly assessments are due on the first day of each calendar month.

Section 2.7 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an

BK0882 PG 1330

action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Townhouse, Residential Dwelling or Lot.

Section 2.8 Assessments

(a) Assessment of Company. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or Bylaws, to the contrary, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, there shall be no monthly or special monthly assessments against any Townhouse, Residential Dwelling or Lot in which Company owns any interest, as long as there is Class B membership in the Association. Upon termination of the Class B membership in the Association, as hereinabove provided, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, the monthly assessment against any Townhouse, Residential Dwelling or Lot in which Company owns any interest shall be ten percent (10%) of the amount hereinabove established against Townhouses, Residential Dwelling or Lots owned by Class A members of the Association, other than Company. Upon transfer of title of a Company-owned Townhouse, Residential Dwelling or Lot, such Townhouses, Residential Dwelling or Lots shall be assessed in the amount established against Townhouses, Residential Dwelling or Lots owned by the Class A members of the Association, prorated as of, and commencing with, the day following the date of transfer of title.

(b) Assessments of Owners of Undeveloped Lots Not Owned by the Company. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration to the contrary, the Owners of undeveloped Lots other than the Company shall pay only 37.5% of the Lot Assessment referenced in Section 2.5.

Section 2.9 Maintenance of Residential Dwelling, Landscape Areas and Townhouses.

Each Owner of a Residential Dwelling or Townhouse shall be responsible for the maintenance of his or her Residential Dwelling, Townhouse and landscaped areas on their Lot, including: paint, repair, gutters, downspouts, exterior building surfaces, windows, doors, lawns and plant beds and all other exterior improvements, and shall maintain his or her Residential Dwelling, Townhouse and landscaped areas on their Lot in a good state of condition and repair.

Section 2.10 Non-Compliance with Exterior Maintenance Provision.

In the event an Owner of any Residential Dwelling or Townhouse shall fail to maintain the improvements situated thereon in a manner satisfactory to the Company or the

INSTR # 200339049
OR BK 01183 PG 0679

BK0882PG1331

OFFICIAL RECORDS

INSTR # 200339049
OR BK 0183 PG 0680

Board of Directors, or fail to comply with the provisions of Article III, if applicable, the Association shall, through its agents and employees, enter upon said parcel and to repair, maintain, and restore the exterior of the buildings and any other improvements erected thereon **and take any action necessary for compliance with Article III.** The cost of such maintenance shall be assessed to and become part of the assessment to which such Townhouse or Residential Dwelling is subject.

ARTICLE III ARCHITECTURAL PLANNING CRITERIA FOR TOWNHOUSES

The provisions of Article III shall apply only to Townhouse Lots.

Section 3.1 Building Type.

All Townhouses shall have a minimum footage of enclosed dwelling space of twenty-five hundred square feet. The term "enclosed dwelling space" shall mean the total enclosed heated and air conditioned area within the dwelling. The term does not include garages, terraces, decks, open porches and like areas.

Section 3.2 Building Height.

The maximum building height of a Townhouse shall not exceed 55 feet or three stories above a parking level whichever is less. The highest floor, whenever possible, shall be incorporated into the form of the floor below through the use of dormers and roof terraces so as to reduce the visual impact of the roof. Chimneys and approved roof ornamentation are accepted from this criteria. Third floor areas may include widows walks, roof terraces, lookout towers, etc., with no limits on the area of the spaces; however, they must be screened from direct viewing onto adjacent terraces of the attached unit.

Ⓢ The highest floor ~~shall~~ ^{may} have a ~~minimum~~ ^{maximum} gross floor area of 900 square feet.

Section 3.3 General Setback Restrictions in Building Zones.

Slight variations may be permitted to the setbacks noted below by the Company. In order to assure that location of Townhouses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each townhouse and to assure that the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration location of large trees and similar considerations, the Company will control the precise site and location of any Townhouse or other structure upon all lots. Such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. In the event an agreed location is stipulated in writing in the contract of purchase for the Developer, the Company shall approve automatically such location for a Townhouse.

Section 3.4 Specific Setback Restrictions.

The following setback restrictions are established with respect to the construction of the livable, enclosed, heated floor area of any Townhouse within The Pointe:

BK 0882 PG 1332

OFFICIAL RECORDS

(a) Front Setbacks. The front yard setbacks shall be a minimum 30 feet from the right-of-way. Building heights, while defined in another section, shall in part relate to the front yard setbacks; and

(b) Side Setbacks. Each Lot shall have one side yard setback which shall be an inflexible 12 feet to provide for view, breeze, light and visual separation of units. No structure of the house shall be permitted in this zone with the exception of roof overhangs which shall not exceed 3 feet or interfere with adjacent unit views. Courtyard walls and privacy screens can be erected in the building setback area with approval by the Company. Balconies and other improvements shall be constructed within the building area as limited by the applicable setbacks. Exceptions shall include only roof overhangs, courtyard walls and privacy screens with the approval of the Company, walks, drives, and items which are of a landscape nature.

Section 3.5 Foundations and Floor Level Elevations.

Timber or concrete are unacceptable as a solution to site buildings on the ground. Vertical wall surfaces must extend to the ground with openings allowed that do not exceed 50% of the surface area.

Section 3.6 Foundation Walls.

In the event a wood floor or crawl space is provided for a Townhouse, the ventilation openings are to be covered with grating, wood louvers, or lattice painted to conform with the trim or color scheme of the townhouses. Standard aluminum vent grill are not permitted. Any concrete block foundation walls are to be clad or stuccoed. Exposed floor joists must be covered with suitable material so as not to leave framing members visible.

Section 3.7 Exterior Wall Finishes.

The main exterior wall material of each Townhouse shall be stucco or an improved external wall coating system with finishes to include, coquina or oyster shell (dependent on color approval), Spanish lace, sand finish, etc. Other materials which may be utilized include wood, wood shingles, coquina or coral block and brick; however, they shall not exceed 20% of the exterior area and shall be utilized mainly for accents or detailing.

Section 3.8 Exterior Veneer Materials.

Veneer materials such as coquina used on a Townhouse must not stop on exterior corners and should have a minimum end or butt dimension of 4 inches in thickness. While brick is allowed in minimum amounts, it shall be Savannah gray (unless painted a solid color, in which case it will be compatible with the stucco color).

Section 3.9 Windows and Doors.

Window and door frames on Townhouses are to have anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes are not allowed. No sliding glass doors are to be visible from the main street or side street. While tinted glass is acceptable, no foil or reflective material shall be used on any windows for sunscreens. Where more than one window treatment is viewed from a single or adjacent elevations, drapery liners will be used to provide consistent appearance.

Section 3.10 Roof and Chimneys:

(a) Homogenous Character. The roofs of all Townhouses within The Pointe shall have a similarity of form to provide for a homogenous character. All primary roofs shall be gable and hip design with a minimum roof slope or pitch of 6/12. The more contemporary shed construction is not appropriate for the primary roof but may be utilized for the secondary roof areas limited to 15% or less of the total roofed area. Clay or concrete tile or a metal roof, all in natural earth tone colors, shall be used for the primary roofing material unless another material is approved by the Company. Attached residential units shall utilize the same roofing material including color;

(b) Flat Roofs. Flat roofing on Townhouses is acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in use as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., garage to main structure or free standing garage, pool enclosures, etc., shall have a roof with materials similar to that of the main structure;

(c) Roof Overhangs. While roof overhangs on Townhouses can incorporate balconies, decks and screened porches, the minimum depth for primary roof overhangs shall be 2 feet 8 inches with gable ends of 1 foot 4 inches. Secondary roof overhangs may be less as approved by the Company;

(d) Roof Attachments. Roof attachments on Townhouses, whether ornamental or functional such as lightening rods, ornamental ridge caps, weather vanes, oversized fireplace flues, observation towers, etc. are permissible as approved by the Company. All roof accessories, such as vent stacks and roof vents, shall either be painted to match the roof color or accentuated to form a statement. Flashing shall be copper except in the case of metal roofs where it shall be of the same material or where good construction practice demands other materials. No raw aluminum or galvanized flashing is allowed where it is visible;

Section 3.11 Solar Roof Devices.

The use of solar energy producing devices on Townhouses (active and/or passive) are subject to Company approval; and

BK 0882 PG 1334

OFFICIAL RECORDS

Section 3.12 Chimneys.

Chimney dimensions for Townhouses shall be compatible in scale to the structure; however, the minimum size shall be 2 feet 6 inches by 4 feet 6 inches. All exposed surfaces of chimneys should be of masonry or stucco with a preference for covered flue endings. Prefab metal fireplaces are acceptable within a Townhouse; however, the exposed metal flue must be totally covered with approved materials. No prefabricated metal spark arrestors or flue tops may be exposed to view.

Section 3.13 Outbuildings and Garages.

Any outbuilding permitted on a Townhouse Lot, such as pool houses or detached garages, must be compatible with the form of the main Townhouse in style as well as materials and color. Garages under the main form of the Townhouse are encouraged; however, free standing garages are acceptable so long as they are connected to the main body of the Townhouse by covered passageways or trellises. In the case of free standing garages, they will have side entrances.

Section 3.14 Parking.

A minimum of two off-street parking spaces which are screened from the street view must be provided for each Townhouse.

Section 3.15 Driveways.

Driveways must be paved with a hard surface such as asphalt, concrete, concrete or brick pavers, brick, or exposed aggregate, etc. In the event concrete is utilized, it must be colored to an approved scheme. One driveway may serve two Townhouses.

Section 3.16 Color.

A given Townhouse and its associated outbuildings, walls, etc., shall not use more than three colors excluding the roof color. The attached structure shall be required to utilize at least one of these colors with the addition of a new color being allowed. The first Townhouse of any attached pair will have a greater selection range for colors as well as materials with the following unit being required to stay in the same palette range.

Section 3.17 Landscaping, Lighting and Service Courts:

(a) Plant Material. The feeling of a natural environment in the use of plant material is encouraged as opposed to a heavily manicured theme. Property lines between units should not be definable by the use of plant material. A complete plant list will accompany the landscape plan and will specify the size of each plant proposed;

(b) Ostentatious Site Features. The construction of ostentatious site features such as topiary, sculpture, free standing fountains in the foreground of townhouses or lighting systems which may be offensive to adjacent neighbors is unacceptable;

BK 0882 PG 1335

(c) Service Yard. Every Townhouse must have a service yard for trash receptacles, utility meters, HVAC equipment, clotheslines, lawn care equipment, fuel tanks, and any other vehicles, materials, supplies and equipment to be stored outside. The service yards are to be screened from view from roads and adjacent properties by a visual barrier at least 6 feet high, which may be fencing material as approved by the Company which are extensions of the house;

(d) Walls or Hedges. No walls or hedges of plant material will be installed along a lot line; however, the Company may consider such placement where lot configuration and placement warrant such consideration. All hedges and walls must relate to and be an extension of the architectural form of the Townhouse and the outdoor space or activity being defined by any such walls or hedges; and

(e) Mailbox. Mailbox design and location will be provided by the developer.

ARTICLE IV SPECIAL REQUIREMENTS AND EASEMENTS

The provisions of this Article IV shall apply only to Townhouse Lots.

Section 4.1 Easements for Encroachments.

Company hereby subjects each Townhouse Lot to an easement for the construction of roof overhangs approved by the Company, the Townhouse Wall and encroachments created by construction and/or settling of the Townhouses and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Townhouse is partially or totally destroyed, and then rebuilt, the Owner of the Townhouse so affected covenants and agrees that minor encroachments on parts of the adjacent Townhouse due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 4.2 Foundation for Townhouse Walls.

The Owner who constructs the first Townhouse on a Townhouse Lot which will have the Townhouse Walls shall construct at its sole expense a foundation which will support the Townhouse Wall on the adjacent Lot.

Section 4.3 Plat Easements.

Each Townhouse Lot is subject to a five (5) feet wide easement, for the benefit of the Company and the Association, for drainage, utilities and sewer along the front, side (except in area of Townhouse Wall) and rear property lines thereof. The Company reserves the exclusive right to partially release any plat easements, if any, in the area of a Townhouse Wall. The partial release shall be accomplished with a separate recordable document delivered to the Owner.

BK0882PG1336

OFFICIAL RECORDS

Section 4.4 Simultaneous Construction of Contiguous Townhouses.

No Townhouse may be constructed unless the adjacent Townhouse, sharing the common Townhouse Wall, is being constructed at the same time. The Company reserves the exclusive right to release or partially release this restriction or covenant. The release or partial release shall be accomplished with a separate recordable document delivered to the owner.

Section 4.5 Docks and Observation Platforms.

Subject to the last sentence of this Section 4.5, no dock or observation platform shall be built on any Townhouse Lot. A single dock or observation platform, ~~with a maximum dock or platform area of five hundred (500) square feet,~~ to be located on Common Property ("Association Dock") may be constructed by the Developer or the Association for the common use of all Owners of Lots. If the Developer or the Association cannot obtain, after using a good faith effort, the permits to construct the Association Dock, Owners may apply for permits for the construction of a dock and/or platform on their Lot and the prohibitions in this Section 4.5 on docks and platforms on Townhouse Lots shall be null and void.

ARTICLE V

ADDITIONS, DELETIONS, PLATTING

Section 5.1 Additions, Deletions.

Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to the property the subject to this Declaration (for purposes of this Section 5.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Area or shall be platted as Single Family Residential Lots or Townhouse Lots when the property is made subject to this Declaration and (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses. Developer may also, but shall not be obligated to, withdraw land from the scheme of the development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that all lands remaining subject to this Declaration after such withdrawal are contiguous. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the subdivision.

Section 5.2 Improvements to the Common Property.

The Developer or the Association may, but shall not be obligated to, provide recreational or other facilities on the Common Property at any time, and the Association and

BK 0882 PG 1337

the Owners shall pay the additional common expenses required to maintain these additional facilities.

INSTR # 200339049
OR BK 01183 PG 0686

ARTICLE VI PROPERTY RIGHTS

Section 6.1 Ownership, Maintenance, and Use of Common Property.

The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

(a) Protection of Common Property. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(b) Additional and Reserved Easement. The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the property subject to the plat of The Pointe, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all of the Common Property. Developer reserves a perpetual nonexclusive easement for ingress, egress, golf cart, pedestrian and vehicular access, utilities and maintenance over all the Common Property;

(c) Governing Documents. All provisions of this Declaration, the plat of The Pointe and the Articles, and Bylaws of the Association; and

(d) Rules and Regulations. Rules and regulations governing use and enjoyment of the Common Property adopted by the Association and easements and restrictions of record affecting any part of the Common Property.

ARTICLE VII MUTUALITY OF BENEFIT AND OBLIGATION

Section 7.1 Mutuality.

The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, Residential Dwelling and/or Townhouse, and are intended to create mutual equitable servitudes upon each Lot, Residential Dwelling and/or Townhouse in favor of the other Lots, Residential Dwellings and/or Townhouses, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, Residential Dwellings and/or Townhouses, their heirs, successors, and assigns.

BK 0882 PG 1338
OFFICIAL RECORDSINSTR # 200339049
OR BK 01183 PG 0687

Section 7.2 Benefits and Burdens.

Every person who is an Owner does by reason of taking title to property within The Pointe agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

Section 7.3 Violation.

In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the other Owners, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The reasonable costs for correcting such violation plus a reasonable attorney's fee and interest at the highest rate allowed by law shall be a charge on the land and a continuing lien on the Residential Dwelling or Townhouse. The failure to enforce any rights, reservations, restrictions or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Amendment.

As long as the Company is a Class B member of the Association, it shall have the right to amend these Covenants, Conditions, Restrictions and Easements without the approval of the members or the board of directors or officers of the Association. Thereafter, the covenants, restrictions and easements may be amended from time to time by the Association, upon vote of a majority of the Board of Directors of the Association in the first three (3) years of its existence, and thereafter upon the vote of a majority of the members of the Association, provided, however, that no such amendment shall change the use of the Lots, Residential Dwellings or Townhouses or the adjacent areas to anything other than for residential purposes or to eliminate the lien rights of the Association.

BK 0882 PG 1339

OFFICIAL RECORDS

INSTR # 200339049
OR BK 0183 PG 0688

Section 8.2 Duration.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Amelia Island Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of Townhouses has been recorded, agreeing to change said covenants in whole or in part. All easements shall be perpetual.

Section 8.3 Assignment of Developer.

The Developer shall have the sole and exclusive right at any time to transfer and assign, on an exclusive or non-exclusive basis, any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to the Association or such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto. The assignee of any developer right whether such assignee is the Association or other third-party assignee, shall indemnify and hold the Developer harmless for and against any loss or claim resulting from such assignee's failure to perform such obligations.

IN WITNESS WHEREOF, the Company has executed this Declaration this 29TH day of April, 1999.

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to Long Point Development Company

By: [Signature]
NORMAN BRAY, Its Exec Vice President

[Signature]
Boyce A. Middleton
[Signature]
MARSHALL E. WOOD

BK 0082 PG 1340
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999, by S. NORMAN BRY, the EXEC. VICE President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood

Signature of Notary MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

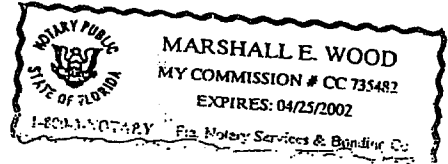


EXHIBIT A

BK 0882 PG 1341

OFFICIAL RECORDS

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $82^{\circ}-42'-10''$ EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH $15^{\circ}-01'-01''$ EAST A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH $84^{\circ}-57'-25''$ WEST, 24.91 FEET; (2) SOUTH $79^{\circ}-22'-33''$ WEST, 44.37 FEET; (3) SOUTH $83^{\circ}-11'-45''$ WEST, 31.79 FEET; (4) NORTH $89^{\circ}-19'-39''$ WEST, 57.10 FEET; (5) SOUTH $82^{\circ}-48'-27''$ WEST, 34.41 FEET; (6) SOUTH $35^{\circ}-16'-53''$ WEST, 39.26 FEET; (7) SOUTH $27^{\circ}-11'-11''$ WEST, 33.64 FEET; (8) SOUTH $49^{\circ}-30'-37''$ EAST, 28.56 FEET; (9) SOUTH $76^{\circ}-56'-02''$ EAST, 51.02 FEET; (10) SOUTH $44^{\circ}-39'-25''$ EAST, 40.02 FEET; (11) SOUTH $69^{\circ}-43'-33''$ WEST, 20.71 FEET; (12) NORTH $82^{\circ}-32'-44''$ WEST, 73.13 FEET; (13) NORTH $89^{\circ}-21'-37''$ WEST, 70.24 FEET; (14) SOUTH $79^{\circ}-41'-52''$ WEST, 67.74 FEET; (15) SOUTH $89^{\circ}-34'-58''$ WEST, 45.10 FEET; (16) SOUTH $88^{\circ}-38'-18''$ WEST, 40.44 FEET; (17) NORTH $88^{\circ}-58'-58''$ WEST, 57.76 FEET; (18) SOUTH $85^{\circ}-58'-30''$ WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 187.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $07^{\circ}-24'-12''$ WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED) PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED BY:
JIM PEACOCK, P.S.M. NO. 3718

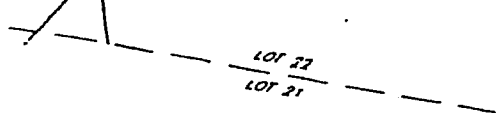
COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

0002 PG 1342

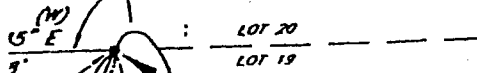
OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.

IT OF BEGINNING (PARCEL E)



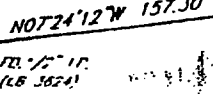
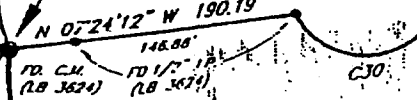
FLY LINE, LOT 20, SOUND
POINT AT LONG POINT



POINT OF BEGINNING
(PARCEL D)



POINT OF REFERENCE
(PARCELS D AND E)
SE CORNER OF LOT 13, SOUND
POINT AT LONG POINT



POINT OF BEGI
(PARCEL 1.12)

FILED & RECORDED IN THE
RECORDS OF NASSAU COUNTY, FLORIDA
RECORD VERIFIED

9917943

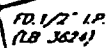
99 MAY 12 PM 2:03

PARCEL 1.12
(LONG POINT C)
5.58 ACRES ±

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

SECTION 43

REFERENCE POINT "A"



S 15° 05' 01" E

497.29' ±

(LC)

REC'D MAY 12 1972

OFFICIAL RECORDS

BOOK 124 PAGE 230

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

DECLARATION OF RIGHTS, RESTRICTIONS,
CONDITIONS, ETC., which constitute
covenants running with certain lands
of the Amelia Island Company

CLASS "B" COVENANTS, April 24, 1972

FOR TOWNHOUSES AND MULTI-FAMILY BUILDINGS

WHEREAS, AMELIA ISLAND COMPANY, a corporation organized and existing under the laws of the State of Delaware, is the owner of certain lands located within Amelia Island Plantation on Amelia Island, in the County and State aforesaid, and

WHEREAS, AMELIA ISLAND COMPANY has heretofore executed general and special restrictions affecting all Class "A" Residence Areas within Amelia Island Plantation, said restrictions being recorded in the Office of the Clerk of Circuit Court for Nassau County, such covenants pertaining to lots conveyed for use as single family detached dwelling sites and single family patio dwelling sites.

WHEREAS, THE SAID AMELIA ISLAND COMPANY wishes to record Covenants, Restrictions, and Affirmative Obligations applicable to all Class "B" Multi-Family Residence Areas and file this Declaration and thereafter to convey certain lots and tracts of land in conveyances of land for common-wall townhouse structures and all types of multi-family residential buildings subject to those conditions and restrictions herein set forth, by reference hereto in the deeds of conveyance.

WHEREAS, at a meeting held on April 21 1972, the Board of Directors of the Amelia Island Company adopted a resolution authorizing the officers of the said Corporation to make and execute this Declaration.

NOW, THEREFORE THE AMELIA ISLAND COMPANY does hereby declare that the covenants herein contained are rights, restrictions, conditions, etc., all constituting covenants running with those lands conveyed by the Company by deeds hereafter made which make specific reference to this Declaration of Covenants, the same being duly recorded in the Deed Records of Nassau County, Florida.

PART I

DEFINITIONS

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, in Amelia Island Plantation intended for multi-family residential use and which has been subjected to the provision of these restrictions and covenants by reference in deeds to property issued by the Company.

OFFICIAL RECORDS BOOK 124 PAGE 231

2. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, townhouse, or other residence unit or group of such units is to be situated or is situated, or the owner of a condominium dwelling within a structure located on such lot.

3. The term "Amelia Island Plantation" when used herein shall refer to the lands on Amelia Island in Nassau County, Florida which are shown as a part of Amelia Island Plantation on the Company's Master Development Plan as revised from time to time.

4. The Covenants and Restrictions below will be referred to as the Class "B" Covenants of APRIL 21, 1972, and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.

5. The term "Association" when used herein shall refer to Amelia Island Plantation Community Association, Inc., its successors and assigns, and any other community or owners association within Amelia Island Plantation organized by the Company or by others with the consent of the Company.

PART IICOVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL CLASS "B" MULTI-FAMILY RESIDENCE AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such residence areas until the proposed building plans, specifications, exterior color of finish, plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Amelia Island Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval the provisions of this paragraph shall be thereby waived.

2. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling

OFFICIAL RECORDS

BOOK 124 PAGE 232

2. (Cont'd)

or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot will normally be specified in each sales contract and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an intergral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy, view, preservation of important trees, etc., no specific set-back lines are established by these covenants. In order to assure, however, that location of villas, townhouses or other structures will be staggered, so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself its successors and assigns, the right to control absolutely and to decide the precise site and location of any villa, townhouses, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. PROVIDED HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

4. The exterior of all villas, townhouses and other structures must be completed within two years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residence Areas shall be used for swimming pools, playgrounds, sports facilities, and residential or resort accommodations purposes exclusively except in those areas sold under contracts stipulating that rentals will be restricted to periods of thirty (30) days or more duration, the facilities included on the site may include common meeting rooms, housekeeping supply rooms, and social rooms. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion of the Company, expressly determine and limit the number of villas, townhouses, or other residence units or group of such units to a given tract, area or lot of land, to include height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given subdivision or complex.

OFFICIAL RECORDS

BOOK 124 PAGE 233

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Amelia Island Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning, shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association to mow, clear, cut or prune any lot, not to provide garbage or trash removal services.

9. In the event the owner desires to sell a residential site within Amelia Island Plantation together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase the property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

10. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

11. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

OFFICIAL RECORDS

BOOK 124 2004

12. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assign, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes; provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Amelia Island Company, or (b) such portion of the lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Amelia Island Company and which has been approved in writing by said Amelia Island Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any way, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

OFFICIAL RECORDS

124 235

16. No trailer, tent, barn, tree house or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 18 herein, or buried underground.

18. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

19. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensees, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner.

20. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company, unless located with ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

21. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

22. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in the Amelia Island Plantation; provided that such walkway, bridge or fixed span if it be over water intended for boat passage as designated on plats recorded in the public records, shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterway passable

OFFICIAL RECORDS

FORM 124 PAGE 236

22. (Cont'd)

Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the Grantee lot owner asserting such affirmative obligation of the Grantor Company.

23. That portion of any golf course lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company, before the implementation. In the context of this paragraph a golf course lot or block is defined as any residential lot of land or block of land intended for residential use.

24. There is reserved to the Company, a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in Amelia Island Plantation. This reserved easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

25. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers may be placed on the said lot at the expense of the Company.

26. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when the smoke would

OFFICIAL RECORDS

BOOK 124 PAGE 237

26. (Cont'd)

cross onto the fairway , and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

27. The term "Dwelling Unit" when used Paragraphs 28 and 29 of these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Dwelling Unit Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder, and developer of any Dwelling Unit as well as any subsequent owner of a Dwelling Unit.

28. In recognition of the heavy Annual Expenditures of the Company in advertising and public relations and the benefit to the Dwelling Unit owner from such expenditures, the following agency is hereby reserved and established. In the event an owner decides to sell a dwelling unit such owner shall and does hereby appoint the Company as, and the Company shall be, the exclusive real estate agent for the sale of the dwelling unit for a period of sixty (60) days from the date of receipt by the Company of written notice of the listed price and other terms of sale as established by the dwelling unit owner. Should no buyer be found within the sixty day period, the dwelling unit owner shall thereafter be free to list the dwelling unit for sale with any other, licensed Florida Real Estate Broker, provided that should the dwelling unit owner, either before or after the expiration of the sixty day period, reduce the listed price as stated in the aforesaid notice, the dwelling unit owner shall, upon each such reduction, re-appoint the Company as, and the Company shall again be, the exclusive real estate agent for the sale of the dwelling unit at the reduced listed price. Upon the sale of the dwelling unit during any such sixty day period, whether in compliance with or in breach of the provisions of this paragraph, the dwelling unit owner shall pay the Company a sales commission calculated at the rate prevailing in use by licensed brokers in Jacksonville, Florida as compensation for services rendered or as liquidated damages, as the case may be.

29. In further recognition of the heavy Annual Expenditures of the Company in advertising and public relations and the benefit to owners of dwelling units from an overall program of advertising and promotion of rental or leasing of improvements within Amelia Island Plantation, each owner of a dwelling unit agrees to pay the Company, whenever the owner rents or leases the dwelling unit for a period of less than three (3) months to a single tenant (whether directly or indirectly through sub-leasing or sub-renting) an advertising program payment equal to five (5) percent of the gross amounts paid by any tenants or sub-tenants for use of the dwelling unit for any portion of the months of March, April, June, July, and August, and ten (10) percent of the gross amounts paid by any tenant or sub-tenant for use of the dwelling unit for any portion of any other month. The payments required by this paragraph shall not apply to the gross rentals paid by a tenant or sub-tenant for use of the dwelling unit for three consecutive months or longer during which period the tenant or sub-tenant does not sublet or sub-rent the dwelling unit for a shorter period.

OFFICIAL RECORDS

30... 124 MAR 238

PART IIISPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Amelia Island Company to maintain and enhance (or to convey subject to open space restrictions to the Amelia Island Plantation Community Association, Inc.) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Amelia Island Plantation Master Plan for development.
2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshlands, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the plat referenced in the deed of conveyance shall show and designate an Open Space Area as abutting the said property. The Open Space Easement so granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, and not to areas on such plat not clearly designated as Open Space Areas.
3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.
4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and the Community Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.
5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and insure adequate drainage ways, canals or

OFFICIAL RECORDS

BOOK 124 PAGE 239

5. (Cont'd)

lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.

6. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

9. The Company expressly reserves to itself, its successors, and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

PART IVDURATION AND VIOLATION OF COVENANTS TOGETHER.WITH AFTERWORD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any of the Amelia Island Company for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which

OFFICIAL RECORDS

BOOK 124 PAGE 240

1. (cont'd)

time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or parcels substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any other restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Amelia Island Plantation, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to subdivision in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. It is the true intent and purpose of Amelia Island Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "B" Limited Residential Areas, properties conveyed by Amelia Island Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to covenants herein recorded.

5. The Company reserves the right to assign to the Association its right reserved in these covenants to approve (or disapprove) improvements proposed in Amelia Island Plantation and nearby areas, including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules.

OFFICIAL RECORDS

BOOK 124 PAGE 241

6. Amelia Island Plantation Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Amelia Island Plantation. Said covenants have been recorded in the Realty Records in the Office of the Clerk of Circuit Court for Nassau County, Florida, contemporaneously with these Class "B" Covenants of April 24, 1972. All properties within Amelia Island Plantation which become subject to the Class "B" Covenants of April 24, 1972, shall also be subject to the provision of the said covenants established by Amelia Island Plantation Community.

Dated this 12th day of May, 1972.

WITNESSES:

[Signature]
[Signature]

AMELIA ISLAND COMPANY

BY [Signature]
Executive Vice President

ATTEST [Signature]
Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU.

I HEREBY CERTIFY THAT on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frank Brumley and Margaret Ann Wood to me known to be the persons described in and who executed the foregoing Declaration of Rights, Restrictions, Conditions, Etc: as Executive Vice President and Assistant Secretary, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 12th day of May, 1972.

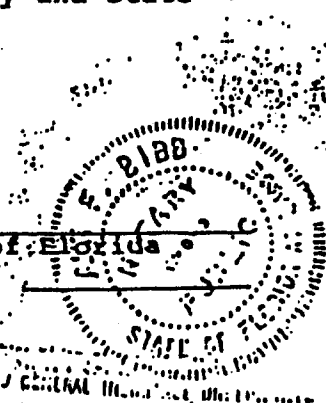
FILED AND RECORDED
IN OFFICE.

1972 MAY 12 PM 4:25

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

[Signature]
Notary Public, State of Florida
My commission expires:

(Notarial Seal)



JUL 12 1973

OFFICIAL RECORD

BOOK 149 PAGE 87

INSTR # 200339049
OR BK 01183 PG 0704

STATE OF FLORIDA)
)
NASSAU COUNTY)

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,
CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS
RUNNING WITH CERTAIN LANDS OF THE AMELIA ISLAND
COMPANY - CLASS "B" COVENANTS, APRIL 24, 1972,
FOR TOWN HOUSES AND MULTI-FAMILY BUILDINGS

Amelia Island Company does hereby amend the "Declaration
of Rights, Restrictions, Conditions, Etc. Which Constitute Cove-
nants Running with Certain Lands of the Amelia Island Company -
Class "B" Covenants, April 24, 1972, for Town Houses and Multi-
Family Buidings" which is recorded in the office of the Clerk of
the Circuit Court of Nassau County, Florida, in Official Records
Book 124, pages 230-241, (the "Declaration") by striking and
deleting from the Declaration paragraph 29 of Part II. Amelia
Island Company does hereby waive and release its rights under Part
II paragraph 29 as the same apply to property heretofore conveyed
subject to the Declaration. In all other respects the terms of
the Declaration shall remain unchanged.

This 10th day of July, 1973.

Witness:

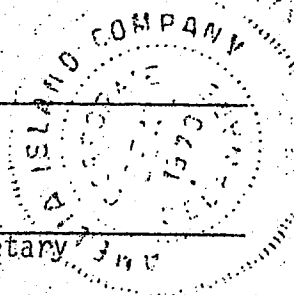
Mary Anna Martin

Nancy H. Bromley

AMELIA ISLAND COMPANY

By: Frank Brumley
Its Vice President

Attest: Ann Hill
Its Assistant Secretary



[SEAL]

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in this State and County aforesaid to take acknowl-
edgments, personally appeared Frank Brumley and

OFFICIAL RECORDS

BOOK 149 PAGE 88

Ann Bibb to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as Vice President and Assistant Secretary, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 10th day of July, 1973.

Ann Bibb
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ON
APPROXIMATE DATE OF EXPIRATION

This instrument prepared by:

Douglas D. Batchelor, Jr.
HULL, TOWILL, NORMAN, BARRETT & JOHNSON
Post Office Box 1564
Augusta, Georgia 30903

12326

FILED AND RECORDED
IN OFFICE

1973 JUL 12 PM 3:13

D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA.

OFFICIAL RECORDS

JUN 26 1974

BOOK 174 PAGE 107

INSTR # 200339049
OR BK 01183 PG 0706

STATE OF FLORIDA)
COUNTY OF NASSAU)

SECOND AMENDMENT TO DECLARATION OF RIGHTS,
RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS
RUNNING WITH CERTAIN LANDS OF THE AMELIA ISLAND COMPANY -
CLASS "B" COVENANTS, APRIL 24, 1972,
FOR TOWNHOUSES AND MULTI-FAMILY BUILDINGS

Amelia Island Company does hereby amend the "Declaration of Rights, Restrictions, Conditions, Etc. Which Constitute Covenants Running with Certain Lands of the Amelia Island Company - Class "B" Covenants, April 24, 1972, for Townhouses and Multi-Family Buildings" which is recorded in the current public records of Nassau County, Florida, in Official Records Book 124, pages 230-241, which has been previously amended by instrument recorded at said Official Records Book 149, page 87 (the "Declaration") by striking and deleting from the Declaration paragraph 28 of Part II. Amelia Island Company does hereby waive and release its rights under Part II paragraph 28 as the same apply to property heretofore conveyed subject to the Declaration. In all other respects the terms of the Declaration shall remain unchanged.

This 25th day of June, 1974.

Witness:

[Signature]
One H. McAlister

AMELIA ISLAND COMPANY

By: [Signature]
Its Vice President

Attest: Marshall E. Wood
20838 Its Assistant Secretary

FILED AND RECORDED
IN OFFICE

1974 JUN 26 PM 1:44

D.O. OXLEY

STATE OF FLORIDA)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared James M. Rester and Marshall E. Wood to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as Vice President and Asst Secretary, respectively, of Amelia Island Company, the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 25th day of June, 1974.

[Signature]
Notary Public, State of Florida

This instrument prepared by:

My Commission Expires:

Douglas D. Batchelor, Jr.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

EXHIBIT F-542.

OFFICIAL RECORDS

AUG 7 1985

acc. 263 663

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Dunes Club)

This Supplementary Declaration, dated August 16, 1985, 1985, is made by THE DUNES CLUB COMPANY, a general partnership (the "Developer"), and AMELIA ISLAND HOLDING COMPANY, a general partnership ("AIHC"), with respect to all of the real property described on Exhibit A attached hereto and made a part hereof (the "Dunes Club"), AMELIA ISLAND COMPANY, a Delaware corporation (the "Company"), and DUNES CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("DCCA")

W I T N E S S E T H :

WHEREAS, the Developer, AIHC, DCCA, and the Company desire to subject all of the real property within the Dunes Club to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197; as amended in Official Records Book 223, page 669; as amended in Official Records Book 252, page 140; and as further amended in Official Records Book 293, page 596, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Developer, AIHC, DCCA and the Company desire to subject certain portions of the real property within the Dunes Club to the terms and conditions of the Class "B" Multi-family Area Covenants recorded in Official Records Book 124, pages 230-241; as amended by instruments recorded in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the Public Records of Nassau County, Florida; ("Class B Covenants" and Commercial Use Covenants recorded Official Records Book 136, page 621; as amended in Official Records Book 137, page 153, all of the Public Records of Nassau County, Florida ("Commercial Use Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the AIPCA Covenants pursuant to Article II, Section 2 (A) thereof, and the Developer and AIHC have consented to the submission of the Dunes Club to the operation and effect of the AIPCA Covenants, and certain portions of the Dunes Club to the Class B Covenants and Commercial Use Covenants;

WHEREAS, certain portions of the Dunes Club property have been developed by the Developer pursuant to the terms and provisions of the Declaration of Condominium for Sea Dunes Condominium recorded in Official Records Book 424, page 1, of the Public Records of Nassau County, Florida, and the Declaration of Condominium for Turtle Dunes Condominium recorded in Official Records Book 452, page 111, of the Public Records of Nassau County, Florida, and the Developer has specifically reserved the right in said Declarations of Condominium to declare the condominium properties to the terms and provisions of the AIPCA Covenants and Class B Covenants;

WHEREAS, the Developer and DCCA have agreed to submit the Dunes Club and certain portions of the Dunes Club as to the Class B Covenants and the Commercial Use Covenants to the authority of the Amelia Island Plantation Community Association, Inc. ("AIPCA") as provided in the AIPCA Covenants, subject to certain conditions as more specifically set forth below.

1985 AUG 16 10 11 AM
NASSAU COUNTY
JACKSONVILLE, FLORIDA

John
to:

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting AIPCA contained herein each of which constitute conditions to the effectiveness of the obligations and agreements of the Developer and AIHC herein contained, the Developer and AIHC agrees as follows:

1. The Developer and AIHC hereby declare that the Dunes Club, and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, and this Supplementary Declaration.
2. The Developer and AIHC hereby declare that the real property described on Exhibit B attached hereto and made a part hereof and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens and all other matters as set forth in the Class B Covenants and this Supplementary Declaration and hereby declares that the real property described on Exhibit C attached hereto and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens and all other matters set forth in the Commercial Use Covenants and this Supplementary Declaration.
3. The Company hereby warrants and represents that it has the right to add additional properties to the operation and effect of the AIPCA Covenants, Class B Covenants and Commercial Use Covenants (the "Collective AIPCA Covenants") and that the addition of the Dunes Club to the operation and effect of the Collective AIPCA Covenants has been authorized by the Company in accordance with applicable law, and all other actions required to be taken to authorize such submission under the Company's Articles of Incorporation and Bylaws and the Collective AIPCA Covenants have been duly and regularly taken.
4. The Property owners within the Dunes Club shall automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA") as such Members, are defined in the AIPCA Covenants, and shall be entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants which includes access over Beachwalker Road to the Dunes Club as described on Exhibit D, hereto. Further, the Dunes Club shall, from and after the delivery of this Supplementary Declaration, constitute part of the "Properties" as such term is defined in Section 1 of Article 1 of the AIPCA Covenants so that for all intents and purposes, the Dunes Club shall constitute part of the Amelia Island Plantation Community and shall be entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants on the same basis as any other Properties as such term is defined in the AIPCA Covenants on an equal and non-discriminatory basis so that the communities shall now operate as a single unified community.
5. DCCA, by execution of this Agreement, hereby acknowledges and agrees that the terms and provisions of the Declaration of Covenants for the Dunes Club and provisions for the Dunes Club Community Association, Inc. dated May 13, 1983, recorded in Official Records Book 387, page 21, and the provisions of the Declaration of Rights, Restrictions, Condition, etc. constituting the Class "B" Covenants running with certain lands of the Dunes Club Company dated May 13, 1983,

-3-

B.C. 408 665

recorded in Official Records Book 387, Page 55, and the Commercial Use Covenants dated May 13, 1983, recorded in Official Records Book 387, page 66, (collectively the "DCC Covenants") are hereinafter subordinated in right and privilege to the terms and provisions of the AIPCA Covenants, the Class B Covenants and the Commercial Use Covenants and to the extent of a conflict between the provisions of the Collective AIPCA Covenants and the Collective DCC Covenants as to the rights and privileges of AIPCA, the Collective AIPCA Covenants shall prevail. The Dunes Club Community Association, Inc. shall be entitled, however, to perform any maintenance or community services authorized pursuant to its Articles of Incorporation or Bylaws which are elected by its membership or Board of Directors, as may be required under the terms of the Collective DCC Covenants and as to which AIPCA declines to perform such maintenance or community services.

6. DCCA agrees that prior to implementing maintenance or community services requested by its members in accordance with the terms of the Collective DCC Covenants, which are in excess of those services presently provided by AIPCA within the existing Amelia Island Plantation and which AIPCA has declined to provide, DCCA will obtain the prior written consent of the Company to the implementation of such services, which consent will not be unreasonably withheld. The purpose of providing this right of consent to the Company is to insure that services to be provided by DCCA will not unreasonably interfere with the continued business operations of the Company within the Dunes Club from time to time. Notwithstanding the foregoing provisions, in the event that the AIPCA and DCCA shall elect to merge the associations in accordance with applicable law, so that AIPCA shall be the surviving entity, it is acknowledged that the provisions contained in this Section 6 shall not constitute any impediment to such merger and the provisions of this Section 6 shall automatically terminate upon the effectiveness of such merger.

7. The Company, in its capacity as the Company pursuant to the AIPCA Covenants, hereby partially assigns its rights as the "Company" set forth in the AIPCA Covenants to the Dunes Club Company as the Developer of the Dunes Club, specifically including the right to have property within the Dunes Club owned by the Developer assessed as Property owned by the "Company" as provided in Article V of the AIPCA Covenants. The Developer hereby assumes all of the rights and obligations associated with the status as the "Company" under the AIPCA Covenants but only as such rights and obligations relate to the Dunes Club.

8. The Association will provide Required Services, as such term is defined in Article VI, Section 3 of the AIPCA Covenants, to the Dunes Club on an equal basis as Required Services are provided to all other Properties which are subject or which may become subject, to the AIPCA Covenants. For purposes of this Supplementary Declaration, Required Services provided on an "equal basis" shall include, but not be limited to, Required Services of the same quality, quantity, and frequency as are provided to other Properties which are subject, or which may become subject, to the authority of the Association under the AIPCA covenants.

9. The Association will provide Authorized Services, as such term is defined in Article VI, Section 4 of the AIPCA Declaration, to the Dunes Club at the same level of service as Authorized Services are provided to all other Properties which are subject, or which may become subject, to the AIPCA Covenants. For purposes of this Supplementary Declaration, Authorized Services provided "at the same level" mean that the

Association shall consider the same factors and apply the same criteria, whether objective or subjective, as are considered and applied in providing Authorized Service to all other Properties which are subject, or may become subject, to the authority of the Association under the AIPCA Covenants.

10. Developer agrees that it will construct, at its expense, a suitable guard house and gate at the entrance to the Dunes Club intersecting Highway A1A prior to completion of the third phase of construction within the Dunes Club.

11. Developer agrees that prior to conveying any Common Properties to AIPCA encompassing the oceanfront dunes, such areas will be upgraded to a condition comparable to the then existing dune areas within the Amelia Island Plantation Community.

12. Notwithstanding the provisions of Sections 8 and 9 of this Supplementary Declaration, until such time as at least 250 units are constructed within the Dunes Club, AIPCA will not be required to expend funds for any purpose attributable to Required or Authorized Services within the Dunes Club, which are in excess of revenues generated by the AIPCA assessments within the Dunes Club. It is the intent of this Section that owners within the Dunes Club will not be charged by AIPCA for services which are not provided to the Dunes Club by AIPCA.

13. AIPCA and DCCA have previously agreed under a Management Agreement, confirmed herein, that AIPCA will provide maintenance on the 600 feet of dunes and beach areas in the Northeastern portion of the Dunes Club at the same level and nature of maintenance provided within the Amelia Island Plantation Community, subject to the obligations of owners within the Dunes Club to pay any special assessment charged by AIPCA for beach maintenance services. AIPCA and DCCA have also previously agreed that the area of beachfront to be maintained by AIPCA may be expanded to incorporate beach areas adjacent to future development areas within the Dunes Club, by the Developer or DCCA providing written notice to AIPCA of additional beach areas designated for such maintenance and provided owners of such properties shall become subject to fees and charges assessed under the terms of the AIPCA Covenants and this Supplementary Declaration including special assessments for beach maintenance and subject to the provisions of Section 11 of this Agreement. AIPCA and DCCA have also previously agreed that in the event AIPCA shall expend funds to rip-rap the beach areas controlled by AIPCA, it shall not be required to expend funds to rip-rap the beach front areas within the Dunes Club in an amount in excess of revenues generated by the special assessment received from unit owners within the Dunes Club for such purpose. The provisions of paragraphs 12 and 13 shall remain in effect until at least 250 units are constructed within the Dunes Club, at which time the provisions of Section 8 and 9 hereof will prevail and Sections 12 and 13 will terminate.

668 668

STATE OF FLA)
COUNTY OF DUVAL)ss

The foregoing instrument was acknowledged before me this 5 day of AUG, 1985, by JAMES O. HARDWICK the PRESIDENT of HARDWICK DEVELOPMENT CORPORATION on behalf of the partnership.

Charles E. [Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

STATE OF Florida)
COUNTY OF Nassau)ss

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by James M. Rester the President of Abelia Island Company, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of Florida
at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 6, 1987
BONDED THROUGH GENERAL INS. UNCL.

STATE OF FLA.)
COUNTY OF DUVAL)ss

The foregoing instrument was acknowledged before me this 5 day of AUG, 1985, by JAMES O. HARDWICK the PRESIDENT of DUMPS CLUB COMMUNITY ASSOCIATION INC. on behalf of the corporation.

Charles E. [Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

STATE OF FLA)
COUNTY OF DUVAL)ss

The foregoing instrument was acknowledged before me this 5 day of AUG, 1985, by JAMES O. HARDWICK the MANAGING PARTNER of ABELIA ISLAND HOLDING COMPANY on behalf of the partnership.

Charles E. [Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: 10-22-87

RESIDUAL AIHC
(66 Acres Less Phases I and II)

EXHIBIT A TO SUPPLEMENTARY RESTATED COVENANTS

66 ACRE TRACT

300 400 669

PARCEL 1

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the westerly right-of-way line of Florida State Road No. 105 (A1A, a 200 foot right-of-way, as now established) with the northerly boundary of said Section 1; run thence S.19°33'10"E. along said right-of-way line, a distance of 323.72 feet; thence N.89°59'50"E. departing from said westerly right-of-way line, a distance of 212.24 feet to a point in the easterly right-of-way line of said Florida State Road No. 105; run thence S.19°33'10"E. along said easterly right-of-way line, a distance of 436 feet; thence continue S. 19°33'10"E. along said easterly right-of-way line, a distance of 2,690.95 feet to the Point of Beginning.

From the Point of Beginning thus described, return N.19°33'10"W. along said easterly right-of-way line, a distance of 2,690.95 feet; run thence N.77°32'20"E. departing from said easterly right-of-way line, a distance of 213.51 feet; thence N.84°20'42"E., a distance of 334.91 feet to the most southerly corner of a parcel of land designated as "Villa Parcel 30", as shown survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File No. S-1809; run thence N.83°29'50"E. along the southerly boundary of said "Villa Parcel 30" and its easterly prolongation, a distance of 578.44 feet to an intersection with the Coastal Construction Setback Line; thence continue N.83°29'50"E., a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence southerly along said mean high water line, a distance of 2,637 feet, more or less, to a line which bears N.82°42'00"E. from the Point of Beginning; run thence S.82°42'00"W., a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue S.82°42'00"W., a distance of 720.77 feet to the Point of Beginning.

ALSO DESCRIBED AS

All that certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida and further known and described as follows:

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, 29 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way, as now established), with the north line of said Section 1; thence S.19°33'10"E., along the westerly right-of-way line of said State Road No. 105, 323.72 feet; thence N.89°59'50"E., 212.24 feet, to the easterly right-of-way line of said State Road No. 105; thence S.19°33'10"E., along said easterly right-of-way line, 436.00 feet, to the northwesterly corner of those lands described and recorded in Official Records Book 306, page 267, of the public records of said County, also being the POINT OF BEGINNING; thence N.77°32'20"E., along the northerly line of said lands described in Official Records Book 306, page 267, 213.51 feet; thence N.84°24'24"E., continuing along last said line, 334.00 feet, to the more southerly corner of those lands known as Villa Parcel 30; thence N.83°29'50"E., continuing along the northerly line of said lands described in Official Records Book 306, page 267, 578.42 feet, to an intersection with the Coastal Construction Control Line; thence continue N.83°29'50"E., 121 feet, more or less, to the mean high water line of the Atlantic Ocean; thence southerly, along the mean high water line of the Atlantic Ocean, 2,630 feet, more or less, to an intersection with the southerly line of said lands, described in Official Records Book 306, page 267; thence S.82°42'00"W., along last said line, 144 feet, more or less, to an intersection with the Coastal Construction Control Line; thence continue S.82°42'00"W., along the southerly line of said lands described in Official Records Book 306, page 267, 721.03 feet, to the southwesterly corner of said lands; thence N.19°33'10"W., along the easterly right-of-way line of said State Road No. 105, 2,690.95 feet, to the POINT OF BEGINNING. TOGETHER WITH viewing easement number 2, as described and recorded in Official Records Book 334, page 314, of said public records.

INSTR # 200339049
DR BK 0183 PG 0714

Less and Except the lands conveyed from Amelia Island Holding Company to Long Point Development Company dated of even date herewith.

EXHIBIT B TO SUPPLEMENTARY RESTATED COVENANTS

CONDOMINIUM PROPERTY, BOUNDARY
PARCEL III - PHASE I

300. 468 ... 671

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South 19° 33' 10" East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North 89° 59' 50" East, 212.24 feet to the Easterly right-of-way line of said State Road No. 105; thence South 19° 33' 10" East, along said Easterly right-of-way line, 436.00 feet to the Northwesterly corner of those lands described and recorded in official records, Book 306, Page 267 of the records of said County; run thence North 77° 31' 20" East, along the Northerly line of said lands described in official records, Book 306, Page 267, 213.51 feet; thence North 84° 24' 24" East, continue along last said line, 334.00 feet to the most southerly corner of the lands known as Villa Parcel 30; thence North 83° 29' 50" East, continue along the Northerly line of said lands described in official records, Book 306, Page 267, 229.24 feet to a point, in that certain design base line; run thence South 10° 13' 11" East, along said design base line, a distance of 672.16 feet to a point for Point of Beginning.

From the Point of Beginning thus described run North 52° 46' 08" East a distance of 98.90 feet to a point; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance 51.93 feet, to the point of reverse curvature of said curve the bearing of the aforementioned chord being South 39° 31' 52" East; run thence Southeasterly, along the arc of a curve, concaved Northeasterly, having a radius of 286.48 feet, a chord distance of 46.95 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 39° 01' 52" East; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance of 90.12 feet, to the point of compound curvature of said curve, the bearing of the aforementioned chord being South 34° 40' 52" East; run thence Southeasterly along the arc of a curve, concaved Southwesterly, having a radius of 60.00 feet, a chord distance of 46.98 to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 34' 52" East; run thence Southwesterly along the arc of a curve, concaved Southeasterly, having a radius of 75.00 feet, a chord distance of 45.15 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 56' 49" West; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 75.00 feet, a chord distance of 21.37 feet, to the point of reverse curvature of the aforementioned curve, the bearing of the aforementioned chord being South 05° 01' 29" East.

distance of 41.00 feet to a point; run thence North 02° 13' 52" West a distance of 308.29 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right of way); run thence Northwesterly, along the arc of a curve and along the **Easterly right-of-way line of said access road, concaved** Southwesterly, (having a radius of 383.10 feet, a chord distance of 142.10 feet, to a point, the bearing of the aforementioned chord being North 02° 00' 36" West;) run thence North 52° 46' 02" East a distance of 179.36 feet to the Point of Beginning.

BOOK 306 ... 673

Condominium Property, Boundary (Turtle Dunes Condominium)

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South 19°33'10" East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North 89°59'50" East, 212.24 feet to the Easterly right-of-way line said State Road No. 105; thence South 19°33'10" East, along said Easterly right-of-way line, 436.0 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 306, Page 267, of the records of said County; run thence North 77°32'20" East, along the Northerly line of said lands described in Official Records Book 306, Page 267, 213.51 feet; thence North 84°24'24" East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North 83°29'50" East, continue along the Northerly line said lands described in Official Records Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South 10°13'11" East, along said design base line, a distance of 699.22 feet to a point, run thence South 79°47'14" West, continuing along last said line, 3.00 feet to a point, in that certain design base line; run thence South 10°19'04" East, along said design base line a distance of 757.49 feet to a point for the Point of Beginning.

From the Point of Beginning thus described run North 53°46'08" East a distance of 32.81 feet to a point run thence North 79°10'10" East a distance of 16.55 feet to a point; run thence South 35°42'47" East a distance of 170.00 feet to a point; run thence South 13°43'52" East a distance of 29.78 feet to a point; run thence South 8°46'08" West a distance of 180.38 feet to a point; run thence South 74°06'58" West a distance of 27.00 feet to a point; thence North 81°13'52" West a distance of 195.62 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right-of-way); run thence North 24°43'52" West along the Easterly right-of-way line of said access road a distance of 188.21 feet to a point; run thence North 53°46'08" East a distance of 218.84 feet to the Point of Beginning.

A portion of Section 6, Township 1 North Range 29 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the right-of-way line of State Road 105 (AlA, a 200 foot right-of-way as now established) with the North line of Section 1, Township 1 North, Range 28 East; thence South $19^{\circ} 33' 10''$ East, along the Westerly right-of-way line of said State Road 105, a distance of 323.72 feet to a point; run thence North $89^{\circ} 59' 50''$ East a distance of 212.24 feet to the Easterly right-of-way line of said State Road 105; run thence South $19^{\circ} 33' 10''$ East, along said Easterly right-of-way line, a distance of 436.00 feet to the Northwesterly corner of those lands described and recorded in official records Book 306, Page 267, of the public records of said county; run thence North $77^{\circ} 32' 20''$ East, along the Northerly line of said lands described in official records Book 306, Page 267, a distance of 213.51 feet; run thence North $84^{\circ} 24' 24''$ East, continuing along last said line, a distance of 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; run thence North $83^{\circ} 29' 50''$ East, continuing along the Northerly line described in official records Book 306, Page 267, a distance of 279.54 feet to a point, said point also lying in that certain design base line; run thence South $10^{\circ} 13' 11''$ East, along said design base line, a distance of 699.22 feet to a point; run thence South $79^{\circ} 47' 14''$ West a distance of 3.00 feet to a point; run thence South $10^{\circ} 19' 04''$ East a distance of 252.52 feet to a point; run thence South $82^{\circ} 13' 52''$ East a distance of 122.11 feet to a point; run thence North $79^{\circ} 46' 08''$ East a distance of 41.00 feet; run thence South $42^{\circ} 36' 19''$ East a distance of 33.01 feet to a point; run thence South $10^{\circ} 49' 50''$ East a distance of 155.00 feet to a point for a Point of Beginning.

From the Point of Beginning thus described run North $10^{\circ} 49' 50''$ West a distance of 155.00 feet to a point; run thence North $42^{\circ} 36' 19''$ West a distance of 33.01 feet to a point; run thence North $79^{\circ} 46' 08''$ East a distance of 10.38 feet to a point; run thence South $42^{\circ} 36' 19''$ East a distance of 32.88 feet to a point; run thence North $79^{\circ} 10' 10''$ East a distance of 270 feet, more or less, to the waters of the Atlantic Ocean; run thence Southerly, along said waters of the Atlantic Ocean, following the meanderings of same, a distance of 160 feet, more or less, to a point which bears North $79^{\circ} 10' 10''$ East from the Point of Beginning; run thence South $79^{\circ} 10' 10''$ West a distance of 245 feet, more or less, to the Point of Beginning.

CMN
5/9/83

Page 1 of 3

THE HASKELL COMPANY

TENNIS COURT AND ACCESS EASEMENT

BOOK 408 PAGE 675

A parcel of land lying in Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the point of intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North boundary line of said Section 1 and run thence South 19° 33' 10" East, along the Westerly right-of-way line of said State Road No. 105 a distance of 323.72 feet to a point; run thence North 89° 59' 50" East a distance of 212.24 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North 70° 26' 50" East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 43° 05' 20" East; run thence North 15° 43' 45" East, along said centerline, a distance of 270.00 feet to a point of curvature; run thence Northwesterly, along said centerline and along the arc of a curve, concaved Northwesterly, having a radius of 358.10 feet, a chord distance of 44.53 feet, to a point, the bearing of the aforementioned chord being North 12° 09' 56" East; run thence North 89° 13' 52" West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run Northeasterly along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly, having a radius of 333.10 feet, a chord distance of 15.00 feet to a point, the bearing of the aforementioned chord being North 07° 21' 35" East; run thence North 82° 13' 52" West a distance of 48.88 feet to a point; run thence North 04° 00' 00" East a distance of 7.11 feet to a point; run thence North 86° 00' 00" West a distance of 120.00 feet to a point; run thence South 04° 00' 00" West a distance of 120.00 feet to a point; run thence South 86° 00' 00" East a distance of 120.00 feet to a point; run thence North 04° 00' 00" East a distance of 82.83 feet to a point; run thence South 82° 13' 52" East a distance of 46.43 feet to a point in said Northwesterly right-of-way line; run thence Northeasterly, along said Northwesterly right-of-way line and along the arc of a curve concaved Northwesterly having a radius of 333.10 feet, a chord distance of 15.00 feet to the Point of Beginning, the bearing of the aforementioned chord being North 09° 57' 45" East.

CMN
5/9/83

run thence North 89° 59' 50" East a distance of 212.34 feet, to the Easterly right-of-way line of said State Road No. 105; run thence South 19° 33' 10" East, along said Easterly right-of-way line, a distance of 1777.98 feet to a point on the centerline of that certain roadway easement; run thence North 70° 26' 50" East, along said centerline, a distance of 145.65 feet to a point of curvature; run thence Northeasterly, along said centerline and along the arc of a curve concaved Northwesterly, having a radius of 170.00 feet, a chord distance of 156.32 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 43° 05' 20" East; run thence North 15° 43' 45" East, along said centerline, a distance of 68.46 feet to a point; run thence North 74° 16' 15" West a distance of 25.00 feet to the Point of Beginning, said Point of Beginning also lying in the Northwesterly right-of-way line of said access easement.

From the Point of Beginning thus described, run North 74° 16' 15" West a distance of 1.10 feet to a point; run thence North 86° 00' 00" West a distance of 120.00 feet to a point; run thence North 04° 00' 00" East a distance of 140.00 feet to a point; run thence South 86° 00' 00" East a distance of 120.00 feet to a point; run thence South 4° 00' 00" West a distance of 110.00 feet to a point; run thence South 74° 16' 15" East a distance of 7.20 feet to a point on the said Northwesterly right-of-way line; run thence South 15° 43' 45" West along said Northwesterly right-of-way line a distance of 29.37 feet to the Point of Beginning.

The above described land containing 0.389 acres, more or less.

TEW/kmb
1/27/84

EXHIBIT D

April-21, 1983

BEACH WALKER ACCESS ROAD

BOOK 463 PAGE 677

Parcel "A" (Beach Lagoon Road), Parcel "B" (Beach Walker Road), and Parcel "C" (Beach Walker Road), all as shown on the Plat of Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of Nassau County, Florida, together with a portion of Section 1, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as lying 30 feet on each side of the following described centerline: COMMENCE at the Southeast corner of Lot 15, Beach Walker Village as recorded in Plat Book 4, Pages 14 and 15, of the Public Records of said County, said point lying in the Westerly right-of-way line of Beach Walker Road, Parcel "B" (a 50 foot private road), said point lying in a curve, said curve being concave Southeasterly and having a radius of 375 feet; thence Southwesterly along and with the arc of said curve, an arc distance of 152.52 feet, said arc being subtended by a chord bearing of South 17°02'08" West, and a chord distance of 151.47 feet to the most Southerly boundary of said Beach Walker Village; thence South 84°36'05" East, along the most Southerly boundary of Beach Walker Village, a distance of 25.0 feet to the centerline of said Beach Walker Road and the POINT OF BEGINNING, said point lying in a curve concave to the Northeast and having a radius of 185.0 feet. From the POINT OF BEGINNING thence described thence run Southeasterly along and with the arc of a curve, an arc distance of 206.65 feet, said arc being subtended by a chord bearing of South 26°36'05" East and a chord distance of 190.67 feet to the point of tangency of said curve; thence on a tangent bearing of South 58°36'05" East, a distance of 163.66 feet to the point of curve of a curve to the right, said curve being concave Southwesterly and having a radius of 211.22 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 108.75 feet, said arc being subtended by a chord bearing of South 43°51'05" East, and a chord distance of 107.55 feet to a point of compound curvature of a curve to the right, said curve being concave Southwesterly and having a radius of 175.0 feet; thence Southeasterly along and with the arc of said curve, an arc distance of 113.01 feet, said arc being subtended by a chord bearing of South 10°36'05" East and a chord distance of 110.06 feet, to the point of tangency of said curve; thence on a tangent bearing of South 07°53'55" West, a distance of 23.60 feet to the Northerly line of those lands described and recorded in Official Records Volume 306, Page 267, of said Public Records, also being the POINT OF TERMINATION.

8508533

FILED AND RECORDED

1985 AUG -7 PM 2:58

NASSAU COUNTY, FLA.
CLERK OF COUNTY COURT

MAY 16 1988

BK0543PG0394 Draft 02/23/88

OFFICIAL RECORDS

SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

AMELIA ISLAND PLANTATION, NASSAU COUNTY, FLORIDA

(Sound Point)

This Supplementary Declaration, dated April 28, 1988, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("Sound Point");

W I T N E S S E T H :

WHEREAS, all of Sound Point is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Units of Sound Point (Lots 1 through 12 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official

Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Units of Sound Point (Lots 13 through 36 of Sound Point at Long Point according to the Plat thereof recorded in Plat Book 5, Pages 190 through 192, Public Records of Nassau County, Florida, ("Townhouse Property")) to the terms and conditions of the Class "B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of Sound Point (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the

INSTR # 200339049
DR BK 0183 PG 0723

BK0543PG0396

OFFICIAL RECORDS

Public Records of Nassau County, Florida, the property owners within Sound Point have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, Sound Point constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes Sound Point constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

1. The Company hereby declares that Sound Point and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to Sound Point, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

OFFICIAL RECORDS

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 450 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section I, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23-26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to Sound Point;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or Sound Point;

(E) Part III, paragraph 1, of the Class A Covenants shall be amended to read as follows and Part III, paragraph 2 of the Class B Covenants shall be amended to add the following language: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the Development Line as recorded in the public records of Nassau County on the Plat for Sound Point. That portion of any marsh-front within the open space corridor shall be preserved substantially in its present natural state except for moderate clearing

for view and breeze. ~~COASTAL RECORDS~~ improvements other than boardwalks and docks in accordance with these covenants and restrictions is hereby restricted; and

(F) A marsh edge buffer is added to the open space corridor landward of the Development Line to ensure continuity of and protection for valuable edge habitat. The marsh edge buffer shall be defined as shown on the Plat for Sound Point. Within the marsh edge buffer the following restrictions apply:

(1) 100 percent of the canopy of trees within the buffer shall be retained;

(2) Not more than 30 percent of the shrub layer shall be trimmed for view easements;

(3) No ground cover or shrub shall be removed except those needed for paths leading to viewing docks; and

(4) Those lots without vegetation in the buffer zone shall be planted with native vegetation in consultation with a professional biologist to be retained by the Association or the Company and to be paid for by the lot owner;

(G) The landward edge of the marsh edge buffer shall constitute the building set back line; and

(H) Amelia Island Plantation shall include Sound Point.

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered in the presence of:

Margaret Ann Wood
[Signature]

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY

By: [Signature]
James M. Rester, President

("Company")

[Corporate Seal]

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

BK0543PG0399

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 28th day of April, 1988, by James M. Rester, the President of Amelia Island Company, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, on behalf of the corporation.

Margaret Ann Wood
Notary Public, State of
Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1992
BONDED THRU GENERAL INS. UND.

228z 1-6

FILED AND RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FL.

8805946

88 MAY 16 PM 12:21

J. H. ...
CLERK OF COURTS
NASSAU COUNTY, FL.

Draft #1
TMJ/7-10-87

EX 054:00566

OFFICIAL RECORDS

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
DUNES ROW

JUN 1 1988

THIS INSTRUMENT RELATES TO:
THOMAS W. DEWIS, ESQ.
1901 INDEPENDENT SQUARE
JACKSONVILLE, FL 32202

THIS DECLARATION, dated February 4, 1988, is made by AMELIA ISLAND HOLDING COMPANY, a general partnership, the owner of fee simple title to all of the real property included within Dunes Row as described on the replat recorded in Plat Book 5, page 170, of the public records of Nassau County, Florida ("Dunes Row"). Amelia Island Holding Company hereby declares that all of Dunes Row is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Dunes Row or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within Dunes Row agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

Section 2.1 Association. Dunes Row Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. Amelia Island Holding Company, a general partnership, and its successors and assigns.

Section 2.4 Dunes Row, Property or Subdivision. Dunes Row, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 Owner. A person who is a record owner of a Lot.

Rec. 154.50

BK0544PG0567

OFFICIAL RECORDS

Section 2.7 DCCA. Dunes Club Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.8 AIPCA. Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.9 Class B Covenants. The Declaration of Rights, Restrictions, Conditions, Etc., constituting the Class "B" Covenants running with certain lands of the Amelia Island Holding Company recorded in Official Records Book _____, page _____, of the current public records of Nassau County, Florida.

Section 2.10 Plantation Community Covenants. The Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, recorded in Official Records Book 178, at page 249, as amended in Official Records Book 200, page 197, as amended in Official Records Book 223, page 669, as amended in Official Records Book 252, page 140, as amended in Official Records Book 293, page 596, and as supplemented in Official Records Book 463, page 663, all of the current public records of Nassau County, Florida.

Section 2.11 Dunes Club Community Covenants. The Declaration of Covenants for the Dunes Club and Provisions for the Dunes Club Community Association, Inc. recorded in Official Records Book 387, at page 21 of the current public records of Nassau County, Florida.

Section 2.12 Beach Walker Road Extension. That portion of the Property designated on the plat of the Subdivision as the Beach Walker Road Extension.

Section 2.13 Common Property. All real or personal property, easements and all other interests in real or personal property (including use rights) owned by the Association, DCCA, AIPCA or the Developer, or any real or personal property designated herein as Common Property, whether or not located within the boundaries of the Subdivision, and held primarily for the common use and enjoyment of the members of the Association. The Common Property specifically includes without limitation, any traffic control or entry signage, or entry feature and associated landscaping, serving primarily the Subdivision. The Common Property shall also include the real and personal property which may be conveyed to the Association pursuant to Section 3.2 hereof. Further, until such time as the Developer no longer owns any Lots within the Subdivision, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

Section 2.13 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved surface of the Beach Walker Road Extension, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Developer.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this

Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to recorded provisions restricting its use to single or multi-family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

Section 3.2 Conveyance of Beach Walker Road Extension.
Upon approval of the Owners and the owner or owners (the "Adjacent Owners") of the real property adjoining the Subdivision more particularly described on Exhibit "C" attached hereto (the "Adjacent Property") as hereafter provided, the Beach Walker Road Extension, and any improvements constructed thereon, shall be conveyed to the Association, and to a homeowners or condominium association representing the Adjacent Owners, if applicable. The procedure for obtaining such approval shall be initiated by written notice from the Developer delivered to each of the Owners and Adjacent Owners which shall specify a date certain for the Developer's receipt of written ballots from the Owners and Adjacent Owners indicating their approval or disapproval of such conveyance. Each Owner shall be entitled to collectively cast one (1) vote for each Lot owned and the Adjacent Owners shall be entitled to cast the ten (10) votes regardless of the number of parcels or dwelling units then owned by such Adjacent Owners and located upon the Adjacent Property. Upon the receipt by the Developer of written ballots indicating approval by eighty percent (80%) of the votes available to be cast by the Owners and Adjacent Owners, the Developer shall convey that portion of the Beach Walker Road Extension serving the Property and Adjacent Property to the Association, and, if applicable, to an association representing the Adjacent Owners. If prior to such conveyance the Adjacent Property has been subjected to this Declaration in accordance with Section 3.1 hereof, such conveyance shall be made to the Association and the portion of the Beach Walker Road Extension so conveyed shall then become Common Property. If prior to such conveyance the Adjacent Property has not been subjected to this Declaration but has been subjected to restrictions administered by another homeowners or condominium association serving the Adjoining Property, then that portion of the Beach Walker Road

Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision shall be conveyed to the Association and the remainder of the Beach Walker Road Extension adjoining the Adjacent Property shall be conveyed to the homeowners or condominium association serving the Adjacent Property. In such event, the Association and such condominium or homeowners association shall share the cost of maintenance, repair, and replacement of the portions of the Beach Walker Road Extension so conveyed. Such cost shall include, without limitation, road repair and repaving, landscape maintenance, and maintenance of the common irrigation system and shall be shared between the Owners and Adjacent Owners on a 50%-50% basis. In the event the Developer shall receive written ballots indicating approval by less than eighty percent (80%) of the votes available to be cast by the Owners and Adjacent Owners, but shall such ballots indicate approval by eighty percent (80%) of the votes of the Owners, then the Developer shall convey that portion of the Beach Walker Road Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision to the Association, and such portion shall then become Common Property. In the event the Developer shall not receive the requisite approval of either the Owners or Adjacent Owners, then the Developer, in its sole discretion, may convey the Beach Walker Road Extension to DCCA, AIPCA or such other entity willing to accept the maintenance thereof.

Section 3.3 Security. Following a conveyance of the Beach Walker Road Extension to the Association and to a condominium or homeowners association serving the Adjacent Property, the Association and such condominium or homeowners association shall have the right to construct an automatic card gate restricting access at the northerly boundary of and within the portion of the Beach Walker Road Extension so conveyed. The cost of construction, maintenance and repair of such card gate shall be shared equally between the Association and such condominium association or homeowners association. In the event only approval of 80% of the votes of the Owners shall be obtained and the portion of the Beach Walker Road Extension located to the South of the Westerly prolongation of the Northerly boundary of Lot 10 of the Subdivision is conveyed to the Association, an automatic card gate may be constructed by the Association within such portion of the Beach Walker Road Extension at the northerly boundary of Lot 10, and the cost of construction, maintenance, and repair the card gate shall be paid solely by the Association. No automatic card gate or similar structure shall be constructed within the Beach Walker Road Extension until the Developer shall have first approved in writing the plans and specifications for such improvements in accordance with the architectural review procedures set forth in the Class B covenants. In no event shall a manned security gate be allowed to be constructed within the Beach Walker Road Extension.

Section 3.4 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

ARTICLE IV PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. Except as otherwise provided in Section 3.2 hereof, when the Developer no longer owns any Lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations and easements of record and the Association shall

accept such conveyance. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The rights of the Association, the DCCA or the AIPCA to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer, the Association, DCCA or the AIPCA to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association, DCCA or AIPCA; easements and restrictions of record affecting any part of the Common Property.

4.1.5 Provisions of the Class B Covenants, the Dunes Club Community Covenants, and the Plantation Community Covenants.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 4.2.

Section 4.2 Use and Maintenance of Limited Common Areas. Notwithstanding any other provisions of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association, the DCCA, and the AIPCA to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Articles 8, 9, 10 and 11 of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. A Lot Owner shall not place or erect any structure within the Limited Common Area.

ARTICLE V THE ASSOCIATION

Section 5.1 Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership and voting rights as are set forth in the Articles of the Association.

Section 5.3 Duties and Obligations Re: Common Property. It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair for the

benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for 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 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 Property, including, but not limited to, vandalism and malicious mischief, and flood and water damage, if the improvements 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. 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.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of real property within the Subdivision hereby covenants and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association.

Section 6.3 Rate of Assessment. All annual and special assessments shall be at a uniform rate for each Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year and thereafter during such

BX0544 PG0572

year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, 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 construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures and capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.8 Developer's Assessments. During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance or not less frequently than a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to

-8-

inspection by any member during normal business hours. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after approval of the assessment by the Board. BK 0541220570
OFFICIAL RECORDS

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the Owner(s).

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charges and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Property.

(c) Any of the Property exempted from taxation by the laws of the State of Florida, to the extent agreed to by the Association.

BK 0544 PG 0574

OFFICIAL RECORDS

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien herein created.

ARTICLE VII
ASSESSMENTS OF OTHER ASSOCIATIONS

Section 7.1 DCCA and AIPCA. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Dunes Club Community Association, Inc. and the Amelia Island Plantation Community Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by the DCCA and AIPCA in accordance with instruments recorded in the current public records of Nassau County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Dunes Club Community Covenants and Plantation Community Covenants by recorded instruments. DCCA and AIPCA, acting through their respective Boards of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Dunes Club Community Covenants and Plantation Community Covenants and the respective articles of incorporation and bylaws of DCCA and AIPCA.

Section 7.2 Lien Rights. DCCA and AIPCA are entitled to a lien upon the each Lot for any unpaid assessments under the Dunes Club Community Covenants and Plantation Community Covenants.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, DCCA and AIPCA shall be and are hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by DCCA and AIPCA shall be reimbursed by the Association.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special

BK 0544 PG 0575

OFFICIAL RECORDS

assessments imposed upon the Property pursuant to Article VI of this Declaration or pursuant to the Dunes Club Community Covenants or Plantation Community Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

PART IX
PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall or fence built as a part of the original improvements within the Subdivision and placed on or within three (3) feet of the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions shall apply.

Section 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 fails or refuses 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 restoration be made within thirty (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 mail postage prepaid, and deposited in the United States Mail.

After expiration of the thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the party wall. 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 acquired until a claim of

lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an Owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged party wall is located may restore it; and, 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 larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement 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.

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

Section 9.6 Easement. In the event that there shall be located within any party walls, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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 RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 Easements for Ingress, Egress, Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; (ii) any portion of the Common Property; and (iii) a strip of land within each Lot ten feet in width at the front and rear of each Lot and along the unimproved side boundary of each Lot.

Section 10.2 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association, DCCA, or AIPCA may, but shall not be required to, cut drainways for surface water wherever and whenever such

BK0544PG0577

-12-

OFFICIAL RECORDS

action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 10.3 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 Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 10.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 10.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, DCCA and AIPCA, their agents, employees, successors or assigns, easements in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association, DCCA or AIPCA.

Section 10.6 Developer Rights Re: Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 10.7 Pedestrian Walkway. Developer reserves for itself and the Association, DCCA, AIPC, and their respective members, their members, guests, invitees, employees, licensees, successors and assignees, an easement in, over, and upon the easterly twenty-five (25) feet of Lots 3 through 10 of the Subdivision for construction and maintenance of, and ingress and egress upon, a pedestrian boardwalk, sidewalk, path, and/or bike path located thereon. Further, the Developer reserves the right to grant an extension of the easement reserved by this Section 10.7 over the easterly twenty-five (25) feet of Lot 2 of the Subdivision in the event Lots 1 and 2 shall at any time be owned by separate persons or entities. The extension of the easement over Lot 1 shall be evidenced by a separate instrument executed and acknowledged by the Developer and recorded in the public records of Nassau County, Florida.

Section 10.8 Reservation of Right to Release Restrictions. In each instance where a structure has been erected or the construction thereof is substantially advanced in such a

manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

ARTICLE XI
RIGHTS GRANTED BY DEVELOPER

Section 11.1 Roadways. All of the property designated as the Beach Walker Road Extension on the plat of the Subdivision and the real property more particularly described on Exhibit D attached hereto (the "Roadways") are and shall remain privately owned. The Developer hereby grants subject to the reservations contained in this Article XIII to the present and future owners of Lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or the Association, DCCA or AIPCA to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or the Association, DCCA or AIPCA have designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways; subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 11.1, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 10.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 10.1 thereafter shall be of no further force or effect.

Section 11.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of Nassau County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the plat),

which are owned by the Developer. In addition, the Developer shall have the right to redesignate, relocate or close any part of the Roadways as described in Section 10.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 11.3 Driveways and Parking Areas. Each Owner of adjacent Lots shall have a perpetual, non-exclusive, and reciprocal right and easement for ingress and egress over the common driveway serving the adjacent Lots and located along the common boundary of such adjacent Lots (the "Common Driveways"). Such easement shall run to the benefit of the adjoining Owners sharing the use of each Common Driveway, and their respective successors, heirs, assigns, guests, invitees and domestic help, and to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers and representatives of utilities authorized to serve the Subdivision by the Developer, the Association, AICPA or DCCA. The Common Driveways shall be maintained by the Association; however, the cost of such maintenance of each Common Driveway shall be reimbursed to the Association by the adjoining Owners entitled to use same, and such reimbursement shall be collected and be secured by a lien against each affected Lot in the same manner as exterior maintenance assessments are collected and enforced pursuant to Article VIII hereof. Any portion of a driveway or parking area located exclusively on an individual Lot shall not be considered part of the Common Driveways, and shall be maintained by the Owner of such Lot. Further, the landscape buffer area located between individual driveways and parking areas on the common boundary of Adjacent Lots, shall be maintained by the respective Owners of the adjacent Lots in accordance with the original landscaping plan, or approved modifications thereto, approved by the Developer in accordance with the provisions of the Class B Covenants relating to architectural review.

Section 11.4 Signage and Entry Features. The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within the Beachwalker Road Extension upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision off of the Beach Walker Road Extension; (ii) such signage, entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of the Developer or its assigns. In the event any of the above conditions are violated, which shall be the sole determination of the Developer, or its assigns, then the Developer shall have all rights available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Developer, or its assigns. In the event the Beach Walker Road Extension shall become part of the Common Property pursuant to Article III hereof, this Section 10.3 shall be of no further force and effect.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, DCCA, AIPCA or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this

Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 12.2 Notices. Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of Nassau County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 12.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.4 Amendment. This Declaration may be amended at any time as follows:

12.4.1 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

12.4.2 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of Nassau County, Florida.

12.4.3 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

12.4.4 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 12.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

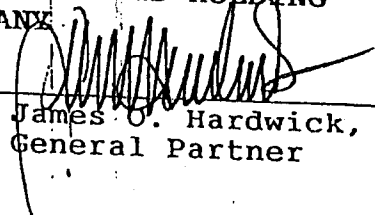
Section 12.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Nassau County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Deborah A. Bowers
Margaret Ann Wood

AMELIA ISLAND HOLDING COMPANY

BY: 
James O. Hardwick,
General Partner

MAY 6 1991

EXHIBIT F-579

INSTR # 200339049
OR BK 01183 PG 0744

REV. 04/24/91

BK0625PG0769

OFFICIAL RECORDS
SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR DUNES ROW

THIS SUPPLEMENTARY DECLARATION is made effective the 2nd day of May, 1991, by AMELIA ISLAND HOLDING COMPANY, a general partnership ("Developer").

RECITALS:

A. The Declaration of Covenants and Restrictions for Dunes Row is recorded in Official Records Book 544, at page 566 of the current public records of Nassau County, Florida (the "Declaration") and all terms and conditions thereof are hereby incorporated by reference herein; and

B. The Developer is the owner of all of the real property constituting Dunes Row Phase II as more particularly described by the plat thereof recorded in Plat Book 5, at page 315 of the current public records of Nassau County, Florida (the "Phase II Property"), and the Developer desires to subject the Phase II Property to all of the terms, conditions and provisions contained in the Declaration pursuant to the reserved rights of the Developer set forth in Article III of the Declaration; and

C. The Developer further desires to add certain restrictions which shall be applicable to the Phase II Property pursuant to the reserved rights of the Developer set forth in Article III of the Declaration, such additional restrictions being more particularly stated hereafter.

NOW THEREFORE, the Developer hereby supplements the Declaration and imposes additional restrictions with respect to the Phase II Property as follows:

1. The Developer hereby declares that all of the Phase II Property, and any portion thereof, shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters as set forth in the Declaration and this Supplementary Declaration.

2. With reference to Sections 3.2 and 3.3 of the Declaration, the Owners of each Lot within the Phase II Property shall be entitled to cast two (2) votes for each Lot owned within the Phase II Property, provided however, in no event shall the cumulative number of votes attributable to the Phase II Property exceed ten (10) votes.

3. With reference to Section 10.7 of the Declaration, the Developer hereby reserves for itself and the Association, DCCA, AIPC, and their respective members and their members' guests invitees, employees, licensees, successors and assignees, an easement in, over, and upon the easterly twenty-five (25) feet of Lots 11 through 15 of the Phase II Property for construction and maintenance of, and ingress and egress upon, a pedestrian boardwalk, sidewalk, path, and/or bike path located thereon.

4. The Declaration is hereby supplemented and corrected to add the acknowledgment which appears hereafter, which acknowledgement shall be applicable to both the Declaration and this Supplementary Declaration.

5. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

THIS INSTRUMENT PREPARED BY
THOMAS M. JENKS
PAPPAS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

Doc. 15-20

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the effective date stated above.

BK0625PG0770

WITNESSES:

Alec Bowers-Chaplin

Margaret Ann Wood

OFFICIAL RECORDS
AMELIA ISLAND HOLDING COMPANY
a general partnership

By: [Signature]
James O. Hardwick, Jr.
General Partner

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of May, 1991, and the Declaration was acknowledged before me the 4th day of February, 1988, by James O. Hardwick, Jr., the Vice President of AMELIA ISLAND HOLDING COMPANY, a general partnership, on behalf of the partnership.

Margaret Ann Wood
Margaret Ann Wood
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires 1-8-92

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 8, 1992
BONDED THRU GENERAL ILS. UND.

D105

REV. 04/24/91

BK0625PG0771

CONSENT AND JOINDER OF MORTGAGEE OFFICIAL RECORDS

STATE SAVINGS AND MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee hereby joins in the execution of the Supplementary Declaration of Covenants and Restrictions for Dunes Row simultaneously recorded herewith in the current public records of Nassau County, Florida ("Supplementary Declaration"), to evidence its consent and joinder to the provisions of the Supplementary Declaration and to confirm that, except as otherwise provided in the Supplementary Declaration and all instruments incorporated by reference therein, its security interest as evidenced by the Mortgage, shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY,
an Ohio corporation

By: Stephen J. Kambeitz
Stephen J. Kambeitz
Its: Treasurer

STATE OF OHIO)
)ss
COUNTY OF FRANKLIN)

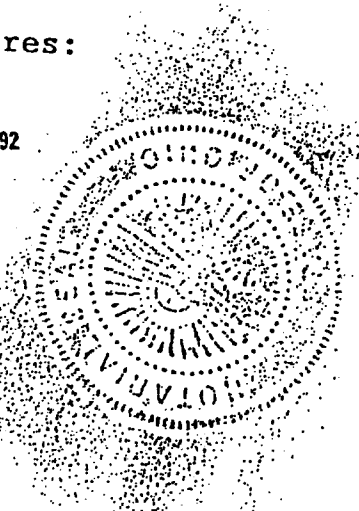
The foregoing instrument was acknowledged before me this 1st day of MAY, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992

D105(3)



FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA RECORD VOLUME 337

9106272

91 MAY -6 PM 12:34

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

REV. 04/24/91

6 1991

EXHIBIT F-582

BK0625PG0772

SUPPLEMENTARY DECLARATION
OF COVENANTS FOR THE DUNES CLUB

THIS SUPPLEMENTARY DECLARATION is made effective as of the 2nd day of May, 1991, by AMELIA ISLAND HOLDING COMPANY, a general partnership ("Developer").

WITNESSETH:

WHEREAS, the Declaration of Covenants for the Dunes Club and Provisions for the Dunes Club Community Association, Inc. Assessments is recorded in Official Records Book 387, page 21, of the public records of Nassau County, Florida (the "Dunes Club Community Covenants") and all terms and conditions thereof are hereby incorporated by reference herein; and

WHEREAS, the Developer is the owner of the real property constituting Dunes Row Phase II as shown on the plat thereof recorded in Plat Book 5, page 315, of the public records of Nassau County, Florida ("Dunes Row Phase II"), and the Developer desires to subject Dunes Row Phase II to all of the terms, conditions and provisions as contained in the Dunes Club Community Covenants as provided for under the terms of Article II of the Dunes Club Community Covenants.

NOW, THEREFORE, the Developer hereby declares that all property constituting Dunes Row Phase II and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters as set forth in the Dunes Club Community Covenants.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants for the Dunes Club to be duly executed as of the effective date stated above.

WITNESSES:

AMELIA ISLAND HOLDING COMPANY,
a general partnership

By: [Signature]
James O. Hardwick, Jr.
General Partner

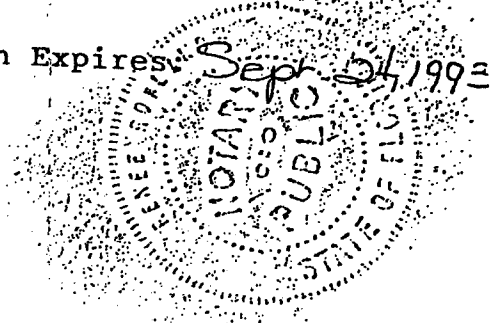
[Signature]
[Signature]

STATE OF FLORIDA)
)ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 2nd day of May, 1991, by James O. Hardwick, Jr., the Vice President of AMELIA ISLAND HOLDING COMPANY, a general partnership, on behalf of the partnership.

[Signature]
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires Sept. 24, 1993



THIS INSTRUMENT PREPARED BY:
THOMAS M. JENKS
PAPPAS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

REC-16120

REV. 04/24/91

BK 0625 PG 0773
OFFICIAL RECORDS
CONSENT AND JOINDER OF MORTGAGEE

STATE SAVINGS AND MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee hereby joins in the execution of the Supplementary Declaration of Covenants and Restrictions for Dunes Club simultaneously recorded herewith in the current public records of Nassau County, Florida ("Supplementary Declaration"), to evidence its consent and joinder to the provisions of the Supplementary Declaration and to confirm that, except as otherwise provided in the Supplementary Declaration and all instruments incorporated by reference therein, its security interest as evidenced by the Mortgage, shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation

By: Stephen J. Kambeitz
Stephen J. Kambeitz
Its: Treasurer

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992

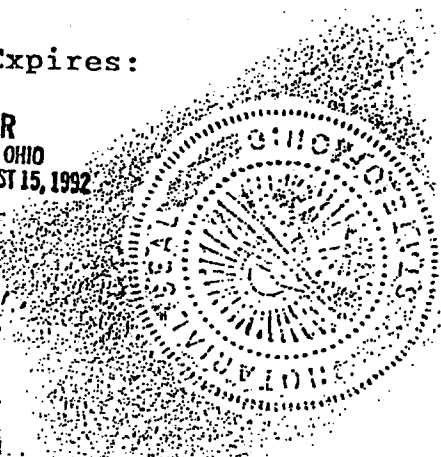
D105(4)

9106273

FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA RECORD VERIFIED

91 MAY -6 PM 12:34

SK
[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF NASSAU

EXHIBIT F-584

DECLARATION OF RIGHTS, RESTRICTIONS
CONDITIONS, ETC., constituting the
Class "B" Covenants running with certain
lands of Amelia Island Holding Company

FOR TOWNHOUSES AND MULTI-FAMILY BUILDINGS

WHEREAS, Amelia Island Holding Company, a general partnership, (the "Company")
is the owner of certain lands located within The Dunes Club on Amelia Island in
Nassau County, Florida, and

WHEREAS, The Company wishes to record Covenants, Restrictions and
Conditions applicable to the Class "B"
Residence Areas described on
Exhibit A and file this Declaration and thereafter to convey certain tracts of land
to be developed with residential buildings subject to those
conditions and restrictions herein set forth.

NOW, THEREFORE, The Company does hereby declare that the covenants
herein contained are rights, restrictions, conditions, etc., all constituting
covenants running with those lands described on Exhibit A attached hereto and made
a part hereof. (hereinafter "Class B Residence Areas" or "Residence Areas").

BK
01183
PG
0749

PART I

DEFINITIONS

SMITH & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, in the Residence areas intended for residential use and which has been subjected to the provision of these restrictions and covenants by reference in deeds to property issued by the Company.
2. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, townhouse, or other residence unit or group of such units is to be situated or is situated, or the owner of a condominium dwelling within a structure located on such lot.
3. The term "The Dunes Club" when used herein shall refer to the lands on Amelia Island in Nassau County, Florida which are shown as a part of "The Dunes Club" on the Company's Master Development Plan as revised from time to time.
4. The Covenants and Restrictions below will be referred to as the Class "B" Covenants of The Dunes Club and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.
5. The term "Association" when used herein shall refer to The Dunes Club Community Association, Inc., its successors and assigns, and any other community or owners association within The Dunes Club organized by the Company or by others with the consent of the Company.

052580075
OFFICIAL RECORDS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such residence areas until the proposed building plans, specifications, exterior color and construction schedule shall have been approved in writing by The Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished to the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval the provisions of this paragraph shall be thereby waived. All such plans and specifications shall be reviewed by The Company for conformity with the Architectural Review Criteria attached hereto as Exhibit B.

The Architectural Review Criteria may be amended by The Company at any time in its sole discretion. However, any such amendment shall be reasonably consistent with the provisions of this Declaration and the common scheme of development of the subdivision to which this Declaration applies, as such common scheme may be evidenced from time to time by existing improvements constructed within the subdivision. Upon amendment, a verbatim copy of the amended Architectural Review Criteria shall be delivered to each owner of property subject to this declaration, and such copy shall be recorded in the public records of Nassau County, Florida. The delivery of a copy of the amended Architectural Review Criteria, and the recording thereof, shall not constitute a condition precedent to the effectiveness or validity of such amendment.

2. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot are specified by the attached Architectural Review Criteria.

3. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy, view, preservation of important trees, etc., only minimum set-back lines are established by these covenants, so that the maximum amount of view and breeze will be available to each house; that structures will be staggered, with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself its successors and assigns, the right to control absolutely and to decide the precise site and location of any villa, townhouses, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. PROVIDED HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

4. The exterior of all villas, townhouses and other structures must be completed within two years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residence Areas shall be used for attached or detached single family residences. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

INSTR # 200339049
DR BK 01163 PG 0750

EXHIBIT F-586

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or **BOOK 626 PG 0775** normal activities or existence **is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner.** **OFFICIAL RECORDS**
8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of The Dunes Club. Such entrance for the purpose of mowing, cutting, clearing or pruning, shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.
9. In the event the owner desires to sell a residential site within The Dunes Club together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase the property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.
10. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings. It being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.
11. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.
12. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.
13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assign, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.
14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose

lot, parcel or tract as may be designated as the site for a building EX Company, or (b) such portion of the which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks with residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; It being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, tree house or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 18 herein, or buried underground.

18. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

19. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensees, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner.

This paragraph 19 shall not be applicable to shallow wells used solely for landscaping irrigation or in conjunction with a heating and air conditioning system.

20. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

21. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to re-plot any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

22. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lagoons in The Dunes Club; provided that such walkway, bridge or fixed span if it be over water intended for boat passage as designated on plats recorded in the public records, shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterway passable. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span.

23. That portion of any golf course lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course, fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company, before the implementation. In the context of this paragraph a golf course lot or block is defined as any residential lot of land or block of land intended for residential use.

BR 0625 PG 0778

24. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in The Dunes Club. The easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

25. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only; not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers may be placed on the said lot at the expense of the Company.

26. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

27. The term "Dwelling Unit" when used in Paragraph 28 of these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Dwelling Unit Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder, and developer of any Dwelling Unit as well as any subsequent owner of a Dwelling Unit.

28. No Dwelling Unit, or any portion thereof, shall be leased or rented for a term of less than thirty (30) days.

PART III

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to The Dunes Club Community Association, Inc.) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities. preserve historical sites and implement generally The Dunes Club Master Plan for development.

2. To insure that lands designated as Open Space Area remain as undeveloped and natural woodland, shoreline or the marshlands, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the plat referenced in the deed of conveyance shall show and designate an Open Space Area as abutting the said property. The Open Space Easement granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, and not to areas on such plat not clearly designated as Open Space Areas.
3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.
4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Community Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.
5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.
6. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.
7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.
8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.
9. The Company expressly reserves to itself, its successors, and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.
10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

DECLARATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

INSTR # 200339049 OR BK 01183 PG 0755

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any of Amelia Island Holding Company for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular way they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or parcels substantially affected by such change in covenant has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).
2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or Association shall have the right, whenever there shall have been built on any lot in the subdivision a structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not in any way affect its enforcement. The invalidation by any court of any other restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.
3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in The Dunes Club, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision with any limitations to this Declaration of Covenants to be applicable only as to subdivision in which parcels have been previously conveyed subject to this prior Declaration of Covenants.
4. The Company reserves the right to assign to the Association its right reserved in these covenants to approve (or disapprove) improvements proposed in The Dunes Club and nearby areas, including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules.
5. The Dunes Club Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in The Dunes Club. Said covenants have been recorded in the Realty Records in the Office of the Clerk of Circuit Court for Nassau County, Florida, in addition to these Class "B" Covenants The Dunes Club which become subject to the Class "B" Covenants shall also be subject to the provision of the said covenants established by The Dunes Club Company.

Dated this 2nd day of May, 1991.

WITNESSES:

Alec Bowers - Chaplin
[Signature]

AMELIA ISLAND HOLDING COMPANY
By: [Signature]
James O. Hardwick, General Partner

STATE OF FLORIDA)
COUNTY OF NASSAU) ss

The foregoing instrument was acknowledged before me this 2nd day of May, 1991, by James O. Hardwick, General Partner of Amelia Island Holding Company, a General Partnership, on behalf of the partnership.

[Signature]
Notary Public, State of FLORIDA
at Large.

My Commission Expires:



REV. 04/25/91

CONSENT AND JOINDER OF MORTGAGEE

BR 062576070
OFFICIAL RECORDS

STATE SAVINGS AND MORTGAGE COMPANY, ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200. Mortgagee joins in the foregoing Declaration of Rights, Restrictions, Conditions, etc. constituting the Class "B" Covenants running with certain lands of Amelia Island Holding Company simultaneously recorded herewith in the current public records of Nassau County, Florida ("Declaration"), to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered in the presence of:

Ronald Basler
Nona A. Conroy

STATE SAVINGS MORTGAGE COMPANY,
an Ohio corporation

By: Stephen J. Kambeitz
Stephen J. Kambeitz
Its: Treasurer

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by Stephen J. Kambeitz, the Treasurer of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

Ronald Basler
NOTARY PUBLIC, State of Ohio
at Large.

My Commission Expires:

D105(5)

RONALD BASLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 1992



EXHIBIT F-592

Exhibit A

BK0625PG0782

OFFICIAL RECORDS

All of Dunes Row Phase II as more particularly described on the plat thereof recorded in Plat Book 5, page 315 of the current public records of Nassau County, Florida.

REV. 04/24/91

BK 0625 PG 0783
ARCHITECTURAL REVIEW CRITERIA
FOR DUNES ROW PHASE I RECORDS

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one attached or detached single-family residence having a private and enclosed garage. No building shall be constructed which exceeds fifty-five (55) feet in height as measured from the lowest finished floor level, or the driveway at the building line, whichever is the lower elevation. Unless approved by the Company as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.
2. Building Layout. No principal residence structure shall be located seaward of the building restriction line shown on the Plat of the Property; it being the intent of this provision that ocean views from each of the lots shall be maximized to the greatest extent possible. To facilitate the implementation of this requirement, the Company shall maintain a site plan of the Residence Areas in its offices depicting the location of such line, which site plan shall be made available to lot owners upon request. In addition to the foregoing, the Company shall establish a maximum building footprint for each of the lots, (the "Building Footprint"), which information shall also be made available to lot owners at the Company's offices upon request. Except as otherwise specifically provided herein, no improvements shall be constructed upon a lot which are outside the Building Footprint. With the approval of the Company, service areas, driveways, walks, entry enclaves, and roof and cantilevered balcony overhangs may be constructed outside of the Building Footprint.
3. Side Yard Requirements. Each lot shall have a minimum side yard of ten (10) feet in width, which shall be measured from the side lot boundary to the vertical exterior wall of the principal residence structure. No structural or non-structural building element shall project or protrude into the side yard without the specific written approval of the Company.
4. Decks and Building Projections. Decks, patios and terraces shall be allowed up to fifteen (15) feet seaward of the Building Footprint. Such structures shall not be constructed more than three (3) feet above existing topographic conditions. Except for roof overhangs no building projection or similar structure shall be constructed seaward of the Building Footprint. In any event, the top of any improvement constructed upon a Lot other than the principal residence structure shall not exceed twenty-seven (27) feet above mean sea level.
5. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be consistent with other fences or walls located within the Subdivision. Further, the Company reserves the right to deny approval for any fence or wall which the Company shall determine, in its sole discretion, would have a material and adverse effect on ocean or golf course views from any lot or adjacent property owned by the Company, or which would have a detrimental effect on the fair market value of any lot or adjacent property owned by the Company.
6. Exterior Color Plan. The Company shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto, the Company shall consider the extent to which the color plan conforms to the natural color scheme originally established by the Developer for the Subdivision and Dunes Club Community, and, if applicable, existing colors for improvements previously constructed within the Subdivision.

7. Roofs. All original roofs constructed of rust color mission vaulted tile, or such other comparable material as may be approved by the Company. All roof materials used to repair, replace or change the original material must be approved by the Company prior to installation. No protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the Company.

8. Garages. In addition to the requirements stated in Paragraph 1 above, all garages shall have an overhead door of a type and design approved by the Company. Detached garages and carports must be specifically approved in writing by the Company as to design, location, and relationship to adjacent properties.

9. Dwelling Quality. The Company shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained.

10. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be permitted only upon the specific written approval of the Company as to location, design, composition and relationship to adjacent properties.

11. Landscaping. No landscaping shall be installed, changed, or altered without the prior approval of the Company. Any landscaping plan, changes or alterations submitted shall provide for and include the following items:

- a) A landscape plan
- b) A list of all plant stock included in the plan
- c) The size of such stock at the time of planting, which shall be of Florida Number One grade or better.

A landscape plan shall not be approved to the extent that proposed plants, trees, or shrubs shall adversely affect the ocean view from neighboring lots.

The entire lot and area between the street pavement and the lot boundary shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn.

12. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the Company if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

13. Procedure. The Company's approval or disapproval as required in the foregoing Architectural Review Criteria shall be delivered in writing to the lot owner submitting same, together with a copy of the approved plans and specifications originally submitted. In the event the Company fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

14. Developer Improvements. Improvements and landscaping installed or constructed by the Company, if any, shall be deemed approved.

15. Waiver of Architectural Review Criteria. The Architectural Review Criteria set forth herein are intended as guidelines to which adherence shall be required by each lot owner in the subdivision; provided, however, the Company shall

have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Dunes Club Community and the subdivision.

BK0625RG0785

16. Amendment to Architectural Review Criteria. All amendments to this Architectural Review Criteria shall be made pursuant to the requirements of the Declaration.

D108

9106274

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FL.
RECORD VERIFIED

91 MAY -6 PM 12:35

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

3
RECORDS SECTION
JACKSONVILLE, FLORIDA 32202

REV. 2/18/92

JUN 0 1 1992

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
LITTLE DUNES**

RECORDING FEE
DEVELOPER'S PLAT
INDEMNITY TAX

THIS DECLARATION, effective April 3, 1992, is made by DUNES CLUB COMPANY, II, a Florida general partnership, the owner of fee simple title to all of the real property included within Little Dunes as described on the plat recorded in Plat Book 5, at page 340, of the public records of Nassau County, Florida ("Little Dunes"). DUNES CLUB COMPANY, II, hereby declares that all of Little Dunes is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Little Dunes or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitude upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within Little Dunes agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

Section 2.1 Association. Little Dunes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. DUNES CLUB COMPANY, II, a Florida general partnership, and its successors and assigns.

Section 2.4 Little Dunes, Property or Subdivision. Little Dunes, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 Owner. A person who is a record owner of a Lot.

Section 2.7 DCCA. Dunes Club Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.8 AIPCA. Amelia Island Plantation Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.9 Class B Covenants. The Declaration of Rights, Restrictions, Conditions, Etc., constituting the Class "B" Covenants running with certain lands of DUNES CLUB COMPANY, II, which are recorded against the Subdivision simultaneously with the recording of this Declaration.

Section 2.10 Plantation Community Covenants. The Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, recorded in Official Records Book 178, at page 249, as amended in Official Records Book 200, page 197, as amended in Official Records Book 223, page 669, as amended in Official Records Book 252, page 140, as amended in Official Records Book 293, page 596, and as supplemented in Official Records Book 463, page 663, all of the current public records of Nassau County, Florida.

Section 2.11 Dunes Club Community Covenants. The Declaration of Covenants for the Dunes Club and Provisions for the Dunes Club Community Association, Inc. recorded in Official Records Book 387, at page 21 of the current public records of Nassau County, Florida.

Section 2.12 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import.

Section 2.13 Common Property. All real property (including easements, licenses and rights to use real property) and personal property within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 2.13, or by recorded a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Property initially designated by the Developer shall consist of the Common Irrigation System defined by Section 5.4 hereof and Little Dunes Circle and Parcel A, both as more particularly described on the plat of the Subdivision, together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.14 Common Services. Any and all maintenance, operational, administrative or other functions performed by or on behalf of the Association which are primarily for the common benefit of the Owners or any of them.

Section 2.15 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved surface of an adjoining roadway, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Developer.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot or Building site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or

unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as **OFFICIAL RECORDS** subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.2 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to recorded provisions restricting its use to single or multi-family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses., and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

Section 3.3 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

ARTICLE IV
COMMON PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any Lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations and easements of record and the Association shall accept such conveyance. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The rights of the Association, the DCCA or the AIPCA to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer, the Association, DCCA or the

OFFICIAL RECORDS

AIPCA to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Declaration, the Dunes Club Community Covenants, the Plantation Community Covenants, the Class B Covenants, any plat of all or any parts of the Property, and governmental restrictions, including without limitation, the provisions of any Planned Unit Development Ordinance ("PUD").

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association, DCCA or AIPCA; easements and restrictions of record affecting any part of the Common Property.

4.1.5 The exclusive use rights of individual Lot owners as provided in Section 4.2.

4.1.6 The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area.

4.1.7 Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or referenced in this Declaration.

Section 4.2 Use and Maintenance of Limited Common Areas.
Notwithstanding any other provisions of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association, the DCCA, and the AIPCA to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Articles VIII, XI, XII, XIII and XIV of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. A Lot Owner shall not place or erect any structure within the Limited Common Area, except in accordance with the Class B Covenants.

Section 4.3 Right of the Developer to Designate Property as Common Property or to Withdraw Property from the Common Property.
Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, within its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be within the Property. Without limiting the generality of the foregoing, at such time as ten (10) dwelling units have been completed and occupied within the Property, the Developer shall have the right to add a swimming pool with associated restroom facilities, a dune walk over and additional real property to the Common Property. For so long as the Developer shall offer any Lot owned by it for sale in the ordinary course of business, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Property in the Developer's sole discretion. Addition of land to and withdrawal of land from the Common Property shall be evidenced by recording a Supplementary Declaration in the public records of Nassau County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Property unless such land is expressly referenced as such under Section 2.13 hereof, or subsequently designated as such by the Developer pursuant to this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners.

ARTICLE V
THE ASSOCIATION

Section 5.1 Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership and voting rights as are set forth in the Articles of the Association.

Section 5.3 Maintenance of Common Property and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and the paving, street lighting fixtures and appurtenances, landscaping, improvement and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Property, if any. The Association shall be responsible to maintain all lakes, drainage areas, drainage easements, and control structures comprising the stormwater discharge and surface water management systems and to preserve and protect all designated conversation areas and littoral zones within, adjacent, or in near proximity to the Property, in accordance with all permit requirements, and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, and Nassau County, Florida and all statutes, rules regulations, and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.4 Common Landscaping and Common Irrigation. All Lots and Common Property shall at all times be maintained by the Association in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management.

OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0766

All such activities of the Association shall constitute Common Services, to be funded with assessments collected from the Owners pursuant to this Declaration. The Association shall further be solely responsible for the maintenance, operation and repair of all portions of the common irrigation systems originally constructed with the approval of the Developer pursuant to the Class B Covenants and serving all or any portion of the Subdivision (the "Common Irrigation System"). Such activity shall also constitute Common Services to be funded with assessments collected from the Owners pursuant to this Declaration. By acceptance of a deed to a Lot, each Owner shall automatically grant to the Association, its successors and assigns, an easement for the location and operation of the Common Irrigation system and all appurtenances thereto, together with an easement for ingress and egress at all reasonable times for purposes of allowing the Association to perform all activities necessary for the Association to fulfill its obligations as set forth in this Section 5.4.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Subdivision hereby covenants and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual, supplemental and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the providing of Common Services and improvement and maintenance of the Common Property and any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of the Common Areas. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the surface water management system permitted by the St. Johns River Water Management District under Permit No. 42-089-0276N, the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. No assessments collected by the Association to fund reasonable reserves for deferred maintenance of the Common Area shall be commingled with other funds of the Association, it being the requirement of this Declaration that such funds shall be used exclusively for such deferred maintenance.

Section 6.3 Rate of Assessment. All annual, supplemental and special assessments shall be at a uniform rate for each Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual or supplemental assessments, 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 construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, invitees or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.8 Developer's Assessments. During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from owners other than the Developer. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance or not less frequently than a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and

assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the Owner(s).

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings bank or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charges and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Property.

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE VII
ASSESSMENTS OF OTHER ASSOCIATIONS

Section 7.1 DCCA and AIPCA. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Dunes Club Community Association, Inc. and the Amelia Island Plantation Community Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by the DCCA and AIPCA in accordance with instruments recorded in the current public records of Nassau County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Dunes Club Community Covenants and Plantation Community Covenants by recorded instruments. DCCA and AIPCA, acting through their respective Boards of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Dunes Club Community Covenants and Plantation Community Covenants and the respective articles of incorporation and bylaws of DCCA and AIPCA.

Section 7.2 Lien Rights. DCCA and AIPCA are entitled to a lien upon each Lot for any unpaid assessments under the Dunes Club Community Covenants and Plantation Community Covenants.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, DCCA and AIPCA shall be and are hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by DCCA and AIPCA shall be reimbursed by the Association.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. In addition to performing the Common Services, the Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of maintenance, in addition to Common Services, undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual, supplemental or special assessments imposed upon the Property pursuant to Article VI of this Declaration or pursuant to the Dunes Club Community Covenants or Plantation Community Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE IX
PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall or fence built as a part of the original improvements within the Subdivision and placed on or within three (3) feet of the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article IX, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions shall apply.

Section 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 fails or refuses 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 restoration be made within thirty (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 thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the party wall. 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 acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not

INSTR # 200339049
OR BK 01183 PG 0770

repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged party wall is located may restore it; and, 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 larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement 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.

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

Section 9.6 Easement. In the event that there shall be located within any party walls, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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
COMMON ROOF

Section 10.1 Common Roof. Each roof built in conjunction with each duplex located on adjoining Lots within the Subdivision, shall be considered a common roof for purposes of this Declaration.

Section 10.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a common roof 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 fails or refuses to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining common roof 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 restoration be made within thirty (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 thirty (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 such maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore the common roof. 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 acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as

practicable to that provided by the Florida Mechanic's Lien Law. Thereafter, the rights, duties and remedies of the respective Owners shall be those as provided to an owner and lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in the 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 to the recordation of a claim of lien in accordance with this provision.

Section 10.3 Destruction by Fire or Other Casualty. If a common roof is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the Lot upon which the damaged common roof is located may restore it; and, the other Owner thereafter shall contribute to the cost of restoration in proportion to such Owner's use of the portion of the roof so restored, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 10.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any improvement or common roof 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.

Section 10.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this provision is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 10.6 Easement. In the event that there shall be located within any common roofs, pipes, vents, outlets, or other structures serving one or more Lots or improvements located thereon, 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 XI **RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

Section 11.1 Easements for Ingress, Egress, Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; (ii) any portion of the Common Property; and (iii) a strip of land within each Lot ten feet in width at the front and rear of each Lot and along the unimproved side boundary of each Lot.

Section 11.2 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association, DCCA, or AIPCA may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and

OFFICIAL RECORDS

to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 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 Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 11.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 11.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, DCCA and AIPCA, their agents, employees, successors or assigns, easements in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association, DCCA or AIPCA.

Section 11.6 Developer Rights Re: Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 11.7 Reservation of Right to Release Restrictions. In each instance where a structure has been erected or the construction thereof is substantially advanced in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

Section 11.8 Reservation of Rights Re: Association. The Developer shall have the number of votes in the Association equal to the number of votes allocated to the Owners other than the Developer pursuant to the Articles, plus one (1) vote, and shall have the right to appoint a majority of the Board of Directors of the Association, for so long as it shall own in fee simple any Lot or Building Site, or until it shall voluntarily relinquish such reserved rights, whichever shall first occur. When the Developer no longer has the right to appoint a majority of the Directors of the Association, all of the rights reserved to the Developer

INSTR # 200339049
OR BK 01183 PG 0773

elsewhere in this Declaration shall be vested in the Association and Developer shall have no further rights with respect thereto.

ARTICLE XII
RIGHTS GRANTED BY DEVELOPER

Section 12.1 Roadways. All of the property designated as Little Dunes Circle on the plat of the Subdivision and the real property more particularly described on Exhibit C attached hereto (the "Roadways") are and shall remain privately owned. The Developer hereby grants subject to the reservations contained in this Article XII to the present and future owners of Lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or the Association, DCCA or AIPCA to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer, the Association, DCCA or AIPCA have designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways; subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 12.1, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 11.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 11.1 thereafter shall be of no further force or effect.

Section 12.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of Nassau County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the plat), which are owned by the Developer. In addition, the Developer shall have the right to redesignate, relocate or close any part of the Roadways as described in Section 12.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 12.3 Signage and Entry Features. The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within the Roadways upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision; (ii) such signage,

entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of the Developer or its assigns. In the event any of the above conditions are violated, which shall be the sole determination of the Developer, or its assigns, then the Developer shall have all rights available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Developer, or its assigns.

ARTICLE XIII
UTILITY PROVISIONS

Section 13.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot or Building Site. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot or Building Site and which serve same. Water lines located within the Property which serve more than one (1) Lot or Building Site shall be the maintenance and repair responsibility of the Association or utility service provider. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 13.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot or Building Site. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot or Building Site and which serve same, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. Sewer lines, or portions thereof, located within the Property which serve more than one (1) Lot or Building Site shall be the maintenance and repair responsibility of the Association or utility service provider. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed with the Property.

Section 13.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots or Building Sites only by parties or companies approved by the Developer, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 13.4 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the buildings located on each Lot or Building Site shall be concealed and located underground. It shall be the responsibility of the Owner or occupant of each Lot or Building Site to make direct arrangements with the supplier of electricity, water, sewer, and any other utility services for service to such Lot or Building Site. Where electric transformers, terminals, or other utility facilities are required by sound utility practice to be above ground, any and all of same shall be located behind a screening facility.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be

enforceable by the Developer, the Association, DCCA, AIPCA or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 14.2 Notices. Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of Nassau County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 14.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4 Amendment. This Declaration may be amended at any time as follows:

14.4.1 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

14.4.2 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of Nassau County, Florida.

14.4.3 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

14.4.4 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 14.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.6 Effective Date. This Declaration shall become effective upon its recordation in the public records of Nassau

County, Florida.

OFFICIAL RECORDS

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Dee Bowers-Chaplin
(print name Dee Bowers-Chaplin)
Margaret Ann Wood
(print name Margaret Ann Wood)

DUNES CLUB COMPANY II,
a Florida general partnership
BY: [Signature]
James O. Hardwick,
General Partner

STATE OF FLORIDA)
) ss
COUNTY OF NASSAU)

The foregoing Declaration of Covenants and Restrictions for Little Dunes was acknowledged before me this 3RD day of April, 1992, by James O. Hardwick, the General Partner of Dunes Club Company II, a Florida general partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification and who did not take an oath.

Margaret Ann Wood
(print name Margaret Ann Wood)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 466923

My Commission Expires: 1-8-96

- Exhibit A - Articles of Incorporation
- Exhibit B - Bylaws
- Exhibit C - Roadways

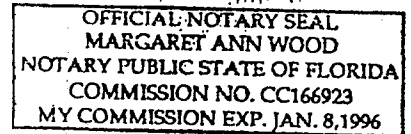


EXHIBIT F-613

THIS INSTRUMENT PREPARED BY
THOMAS M. JENKS
PAPPS & MEIGALF
2301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

JUN 0 1 1992

BK0660PG0145
OFFICIAL RECORDS

REV. 2/13/92

**SUPPLEMENTARY DECLARATION
OF COVENANTS FOR LITTLE DUNES**

THIS SUPPLEMENTARY DECLARATION is made effective as of the
31st day of April, 1992, by DUNES CLUB COMPANY II, a
Florida general partnership ("Developer").

WITNESSETH:

WHEREAS, the Declaration of Covenants for the Dunes Club and
Provisions for the Dunes Club Community Association, Inc.
Assessments is recorded in Official Records Book 387, page 21, of
the public records of Nassau County, Florida (the "Dunes Club
Community Covenants") and all terms and conditions thereof are
hereby incorporated by reference herein; and

WHEREAS, the Developer is the owner of the real property
constituting Little Dunes as shown on the plat thereof recorded in
Plat Book 5, at page 340, of the public records of Nassau County,
Florida ("Little Dunes"), and the Developer desires to subject
Little Dunes to all of the terms, conditions and provisions as
contained in the Dunes Club Community Covenants as provided for
under the terms of Article II of the Dunes Club Community
Covenants.

NOW THEREFORE, the Developer hereby declares that all property
constituting Little Dunes and any portion thereof shall be held,
transferred, sold, conveyed and occupied subject to all covenants,
restrictions, easements, charges and liens, and all other matters
as set forth in the Dunes Club Community Covenants.

IN WITNESS WHEREOF, the Developer has caused this
Supplementary Declaration of Covenants for the Dunes Club to be
duly executed as of the effective date stated above.

WITNESSES:

DUNES CLUB COMPANY II

Dee. Bowers-Chaplin
Margaret Ann Wood

By: [Signature]
James O. Hardwick
General Partner

DUNES CLUB COMPANY II
STANDARD TAX

BK0660PG0146
OFFICIAL RECORDS

STATE OF FLORIDA)
) ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 3rd
day of April, 1992, by James O. Hardwick, the General
Partner of Dunes Club Company II, a Florida general partnership, on
behalf of the partnership. He/she is personally known to me or has
produced _____ as identification and who did
(did not) take an oath.

Margaret Ann Wood
(Print Name Margaret Ann Wood)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 14693
My Commission Expires: 1-5-94

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC14693
MY COM. EXPIRES JAN. 5, 1994

BK0660PG0147
OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGEE

STATE SAVINGS MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200 as subsequently amended and modified. Mortgagee joins in the foregoing Supplementary Declaration for Little Dunes to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage be subordinated thereto. Mortgagee hereby agrees that except as otherwise provided in the Declaration, such security interests are subordinate and inferior to the Declaration.

Signed, sealed and delivered in the presence of:

STATE SAVINGS MORTGAGE COMPANY

Stephen M. Carifa
STEPHEN M. CARIFA
DeLana E. Madden
DELANA E. MADDEN

By: *Mark K. Hilligan*
MARK K. HILLIGAN
Its: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF FRANKLIN) ss

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by MARK K. HILLIGAN the VICE PRESIDENT of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation. He is personally known to me as has produced as identification and who did ~~(did not)~~ take an oath.

DeLana E. Madden
(Print Name)
NOTARY PUBLIC, State of ~~Ohio~~
at Large.
Commission No. _____

My Commission Expires:

FILED & RECORDED IN OFFICE OF
RECORDS OF NASSAU COUNTY, FLORIDA
RECORD # 1183-119

DELANA E. MADDEN
NOTARY PUBLIC, State of Ohio
My Commission Expires Sept. 28, 1993

9208531

92 JUN -1 AM 10:19

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

JUN 01 1992 EXHIBIT F-616

REV. 2/18/92

BK0660PG0148

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC.,
Constituting the Class "B" Covenants Running with
Certain Lands of Dunes Club Company, II

FOR TOWNHOMES AND MULTI-FAMILY BUILDINGS

WHEREAS, DUNES CLUB COMPANY, II, a Florida general partnership (the "Company") is the owner of certain lands located within The Dunes Club on Amelia Island in Nassau County, Florida, and

WHEREAS, the Company wishes to record Covenants, Restrictions and Conditions applicable to the Class "B" Multi-Family Residence Areas described on Exhibit A and file this Declaration and thereafter to convey certain tracts of land and to develop such land in multi-family residential buildings subject to those conditions and restrictions herein set forth.

NOW THEREFORE, the Company does hereby declare that the covenants herein contained are rights, restrictions, conditions, etc., all constituting covenants running with those lands described on Exhibit A attached hereto and made a part hereof (hereinafter "Class B Multi-Family Residence Areas" or "Residence Areas").

PART I
DEFINITIONS

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof in the Residence Areas intended for multi-family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.

2. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, townhouse, or other residence unit or group of such units is to be situated or is situated, or the owner of a condominium dwelling within a structure located on such lot.

3. The term "Dunes Club" when used herein shall refer to the lands on Amelia Island, Nassau County, Florida, which are shown as part of "The Dunes Club" on the Company's Master Development Plan

as revised from time to time.

4. The Covenants and Restrictions below will be referred to as the Class "B" Covenants of The Dunes Club and will be recorded in the Office of the Clerk of Circuit Court for Nassau County, Florida, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Circuit Court for Nassau County, Florida.

5. The term "Association" when used herein shall refer to The Dunes Club Community Association, Inc., its successors and assigns, and any other community or owners association within The Dunes Club organized by the Company or by others with the consent of the Company.

PART II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "B" MULTI-FAMILY RESIDENCE AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residence Areas until the proposed building plans, specifications, exterior color of finish, plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, the provisions of this paragraph shall be thereby waived. Such plans and specifications shall be reviewed by the Company for conformity with Architectural Review Criteria attached hereto as Exhibit B.

The Architectural Review Criteria may be amended by the Company at any time in its sole discretion. However, any such amendment shall be reasonably consistent with the provisions of this Declaration and the common scheme of development of the subdivision to which this Declaration applies, as such common scheme may be evidenced from time to time by existing improvements constructed within the subdivision. Upon amendment, a verbatim copy of the amended Architectural Review Criteria shall be delivered to each owner of property subject to this Declaration, and such copy shall be recorded in the public records of Nassau County, Florida. The delivery of a copy of the amended

Architectural Review Criteria, and the recording thereof, shall not constitute a condition precedent to the effectiveness or validity of such amendment.

2. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot are specified by the attached Architectural Review Criteria.

3. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings, both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy, view, preservation of important trees, etc, only minimum set-back lines are established by these covenants. In order to assure, however, that location of villas, townhouses or other structures will be staggered so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and to decide the precise site and location of any villa, townhouses, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and provided further that in the event an agreed location is stipulated in writing in the contract and purchase, the Company shall approve automatically such location for a residence or group of residential units.

4. The exterior of all villas, townhouses and other structures must be completed within two years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residence Areas shall be used for single family residences. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots, except as provided for in these covenants.

6. It shall be the responsibility of each lot owner to

prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. there shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property owners thereof.

8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and the Association and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company, detracts from the overall beauty, setting and safety of The Dunes Club. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

9. In the event the owner desires to sell a residential site within The Dunes Club together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase the property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained at a price not lower than that at which it was offered to the Company.

10. No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the

Company will not grant permission for said signs unless their erection is reasonable necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

11. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

12. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assign, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharge into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by

said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, tree house or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 18 herein, or buried underground.

18. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

19. No private water wells may be drilled or maintained on any residential lot so long as the Company, its licensees, agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner. This paragraph 19 shall not be applicable to shallow wells used solely for landscaping irrigation or in conjunction with a heating and air conditioning system.

20. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the

written approval of the Company, unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

21. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks recreational facilities and other amenities to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

22. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways or fixed spans across any or all natural or manmade canals, creeks or lagoons in The Dunes Club; provided that such walkway, bridge or fixed span if it be over water intended for boat passage as designated on plats recorded in the public records shall provide a minimum clearance of five feet above the average water level in such watercourse. The designation of waterways as boat passages shall not be construed as placing an affirmative obligation on the Company to dredge, maintain or keep such waterway passable. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span.

23. That portion of any golf course lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company before the implementation. In the context of this paragraph a golf course lot or block is defined as any residential lot of land or block of land intended for residential use.

24. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in The Dunes Club. This reserved easement shall permit the Company, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass,

watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

25. Until such time as a residence is constructed on a lot, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter onto a lot to recover a ball or play a ball, subject to the official rules of the course, without entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers may be placed on the said lot at the expense of the Company.

26. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference of play.

27. The term "Dwelling Unit" when used in paragraph 28 of these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Dwelling Unit Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder and developer of any Dwelling Unit as well as any subsequent owner of a Dwelling Unit.

28. No Dwelling Unit, or any portion thereof, shall be leased or rented for a term of less than thirty (30) days.

PART III
SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

OFFICIAL RECORDS

INSTR # 200339049
DR BK 01183 PG 0789

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" on plats hereafter filed for record in the Office of the Clerk of Circuit Court for Nassau County, Florida, by the Company. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and primary ocean dunes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands; primary beach sand dunes, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally The Dunes Club Master Plan for development.

2. To ensure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshlands, an Open Space Easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided that the plat referenced in the deed of conveyance shall show and designate an Open Space Area abutting the said property. The Open Space Easement so granted to the adjacent land owner shall not extend to any area, however, not shown on the referenced plat, and not to areas on such plats not clearly designated as Open Space Areas.

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Community Association to erect wildlife feeding stations, to plat small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and Community use and enjoyment thereof.

5. The Company and the Community Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company and to the Community Association to take necessary steps to provide and ensure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

6. The Company reserves unto itself, its successors and assigns, the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

9. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

10. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Community Association.

PART IV
DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWARD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any, of the Company for a period of twenty five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or parcels substantially affected by such change in covenant has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any lot in the subdivision structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any other restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in The Dunes Club, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with

any limitations to this Declaration of Covenants to be applicable only as to subdivision in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association its right reserved in these covenants to approve or disapprove improvements proposed in The Dunes Club and nearby areas, including, but not limited to the right to approve or disapprove plans, specifications, color, finish, plat plan and construction schedules.

5. The Dunes Club Community Association, Inc. has established and published certain covenants and land use restrictions affecting properties in the Dunes Club. Said covenants have been recorded in the Public Records in the Office of the Clerk of Circuit Court for Nassau County, Florida in addition to these Class B Covenants. The portion of The Dunes Club which becomes subject to the Class B Covenants shall also be subject to the provisions of the said covenants established by The Dunes Club Company.

Dated this 3rd, day of April, 1992.

WITNESSES:

Lee Bowers-Chaplin
Margaret Ann Wood

DUNES CLUB COMPANY, II,
a Florida general partnership

By: [Signature]
James O. Hardwick
General Partner

STATE OF FLORIDA)
COUNTY OF NASSAU) SS

The foregoing instrument was acknowledged before me this 3rd day of April, by James O. Hardwick, the general partner of DUNES CLUB COMPANY, II, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Exhibit A - Residential Areas
Exhibit B - Architectural Review Criteria

Margaret Ann Wood
(Print Name Margaret Ann Wood)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC166923
My Commission Expires: 1-8-96

OFFICIAL NOTARY SEAL
MARGARET ANN WOOD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC166923
MY COMMISSION EXP. JAN. 8, 1996

INSTR # 200339049
DR BK 0183 PG 0792

EXHIBIT A

All of Little Dunes according to the plat thereof recorded in Plat Book 5, at page 340 of the current public records of Nassau County, Florida.

EXHIBIT BARCHITECTURAL REVIEW CRITERIA
FOR LITTLE DUNES

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one attached single-family residence having a private and enclosed garage or carport. No building shall be constructed which exceeds two stories (thirty-five (35) feet) in height as measured from the lowest finished floor level. Unless approved by the Company as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.
2. Building Layout. The Company shall establish a maximum building footprint for each of the lots, (the "Building Footprint") , which information shall also be made available to lot owners at the Company's offices upon request. Except as otherwise specifically provided herein, no improvements shall be constructed upon a lot which are outside the Building Footprint. With the approval of the Company, service areas, driveways, walks, entry enclaves, carports, garages and storage areas, and roof and cantilevered balcony overhangs may be constructed outside of the Building Footprint.
3. Side Yard Requirements. Each lot shall have a minimum side yard of eight (8) feet in width, which shall be measured from the side lot boundary to the vertical exterior wall of the principal residence structure.
4. Decks and Building Projections. Decks, patios and terraces shall be allowed up to fifteen (15) feet beyond the Building Footprint. Such structures and all appurtenances thereto (including hand rails, shade structures, and the like), shall not be constructed more than three (3) feet above existing topographic conditions. Except for roof overhangs and balconies, no building projection or similar structure shall be constructed more than five (5) feet above finished grade.
5. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be consistent with other fences or walls located within the Subdivision. Further, the Company reserves the right to deny

approval for any fence or wall which the Company shall determine, in its sole discretion, would have a material and adverse effect on golf course or primary views from any lot or adjacent property owned by the Company, or which would have a detrimental effect on the fair market value of any lot or adjacent property owned by the Company.

6. Exterior Color Plan. The Company shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto, the Company shall consider the extent to which the color plan conforms to the color scheme originally established by the Developer for the Subdivision and Dunes Club Community, and if applicable, existing colors for improvements previously constructed within the Subdivision.

7. Roofs. All original roofs shall be constructed of architectural asphalt shingles, or such other comparable material as may be approved by the Company. All roof materials used to repair, replace or change the original material must be approved by the Company prior to installation. No protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the Company.

8. Garages/Carports. In addition to the requirements stated in Paragraph 1 above, all garages shall have an overhead door of a type and design approved by the Company. Carports will be permitted as specifically approved by the Company.

9. Dwelling Quality. The Company shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained.

10. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be prohibited within individual lot boundaries.

11. Landscaping. No landscaping shall be installed, changed, or altered without the prior approval of the Company. Any landscaping plan, changes or alterations submitted shall provide for and include the following items:

- a) A landscape plan
- b) A list of all plant stock included in the plan
- c) The size of such stock at the time of planting, which shall be of Florida Number One grade or better.

A landscape plan shall not be approved to the extent that proposed plants, trees, or shrubs shall adversely affect the golf course or primary view from neighboring lots.

The entire lot and area between the street pavement and the lot boundary shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn.

12. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the Company if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

13. Procedure. The Company's approval or disapproval as required in the foregoing Architectural Review Criteria shall be delivered in writing to the lot owner submitting same, together with a copy of the approved plans and specifications originally submitted. In the event the Company fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

14. Developer Improvements. Improvements and landscaping installed or constructed by the Company, or at the Company's direction, shall be deemed approved.

15. Waiver of Architectural Review Criteria. The Architectural Review Criteria set forth herein are intended as guidelines to which adherence shall be required by each lot owner in the subdivision; provided, however, the Company shall have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Dunes Club Community and the subdivision.

16. Amendment to Architectural Review Criteria. All amendments to this Architectural Review Criteria shall be made pursuant to the requirements of the Declaration.

CONSENT AND JOINDER OF MORTGAGEE BK 0660PG0164

OFFICIAL RECORDS

STATE SAVINGS MORTGAGE COMPANY ("Mortgagee") is the Mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida, in Official Records Book 337, page 200 as subsequently amended and modified. Mortgagee joins in the foregoing Declaration of Rights, Restrictions, Conditions, Etc. constituting the Class "B" Covenants running with certain lands of Dunes Club Company, II, to which this Consent is attached, to evidence its consent and joinder to the provisions of the Declaration and its intent that, except as otherwise provided in the Declaration, its security interest evidenced by the Mortgage be subordinated thereto. Mortgagee hereby agrees that except as otherwise provided in the Declaration, such security interests are subordinate and inferior to the Declaration.

Signed, sealed and delivered in the presence of:

[Signature]
Robert V. Wirth

STATE SAVINGS MORTGAGE COMPANY

By: [Signature]
Its: Vice President

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 21st day of May, 1992, by Mark M. Milligan the Vice President of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation. He/She is personally known to me ~~or has produced~~ as ~~identification~~ and who did (did not) take an oath.

[Signature]
(Print Name Robert W. Wirth)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:
ROBERT W. WIRTH
ATTORNEY AT LAW

NOTARY PUBLIC, STATE OF OHIO
FILED & RECORDED IN MY COMMISSION HAS NO EXPIRATION DATE
RECORDS OF NASSAU COUNTY, FLORIDA
RECORD VERIFIED SECTION 147.03 R.C.

[Signature]

MAY 9 1999

EXHIBIT F-633

INSTR # 200339049
OR BK 01183 PG 0798

Prepared by and Return to:
Emerson M. Lotzia, Esq.
Juliana Rowland, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
073661/0240

BK0882PG1316
OFFICIAL RECORDS

**SUPPLEMENTARY RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
AMELIA ISLAND PLANTATION,
NASSAU COUNTY, FLORIDA**

(The Pointe at Sound Point)

This Supplementary Declaration, dated April 29, 1999, is made by AMELIA ISLAND COMPANY, a Delaware corporation a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation (the "Company," which term shall also include the Company's affiliate, Amelia Island Plantation Company, Inc.), with respect to the real property described on Exhibit A attached hereto and made a part hereof by reference ("The Pointe");

W I T N E S S E T H

WHEREAS, all of The Pointe is subject to the terms and conditions of the Amendment by Restatement of the Declaration of Covenants and Restrictions for Amelia Island Plantation, Nassau County, Florida, and Provisions for the Amelia Island Plantation Community Association, recorded in Official Records Book 178, page 249; as amended in Official Records Book 200, page 197, in Official Records Book 223, page 699, as amended in Official Records Book 252, page 140, in Official Records Book 293, page 596; and as further amended in the Reaffirmation Agreement recorded in Official Records Book 391, page 37, all of the current Public Records of Nassau County, Florida (the "AIPCA Covenants");

WHEREAS, the Company desires to subject all Single-Family Residential Lots of The Pointe (as either designated on the plat for The Pointe to be recorded in the public records of Nassau County, Florida, as Single-Family Residential Lots or as designated by the Company as Single-Family Residential Lots in any recorded document amending this Supplementary Declaration ("Residential Property")) to the terms and conditions of the Class "A" Residential Covenants recorded in Official Records Book 122, page 338; as amended in Official Records Book 149, page 89, in Official Records Book 153, page 204, and in Official Records Book 174, page 108, all of the current Public Records of Nassau County, Florida ("Class A Covenants");

WHEREAS, the Company desires to subject all Townhouse Lots of The Pointe (as either designated on the plat of The Pointe to be recorded the public records of Nassau County, Florida as Townhouse Lots or as designated by the Company in any amendment to this Supplementary Declaration, ("Townhouse Property")) to the terms and conditions of the Class

BK 0882 PG 1317
OFFICIAL RECORDS

"B" Townhouse Residential Covenants recorded in Official Records Book 124, page 230; as amended in Official Records Book 149, pages 87-88 and Official Records Book 174, page 107, all of the current Public Records of Nassau County, Florida ("Class B Covenants");

WHEREAS, the Company, and its successors and assigns have the right to add additional properties to the operation and effect of the Class A Covenants pursuant to Part VI, paragraph 3 thereof, and the Class B Covenants pursuant to Part IV, paragraph 3 thereof;

WHEREAS, the Company, and its successors and assigns pursuant to Part VI, paragraph 3 of the Class A Covenants and Part IV, paragraph 3 of the Class B Covenants, can add to or modify the covenants and restrictions as may be necessary or convenient, in the judgment of the Company to reflect the different character of the added property and such changes are not inconsistent with the plan of the Class A Covenants or the Class B Covenants; however, such modifications shall have no effect on the properties previously subjected to the Class A Covenants and the Class B Covenants;

WHEREAS, the Company, and its successors and assigns are required by Ordinances 85-31 and 85-36 as amended by Ordinance No. 85-40, adopted by the Board of County Commissioners of Nassau County, Florida, as amended from time to time ("Development Order"), to enforce certain standards and conditions through deed restrictions and covenants on the development of The Pointe (referred to as PLM West in the Development Order) and such standards are not applicable to the remainder of Amelia Island Plantation;

WHEREAS, pursuant to the previous Supplementary Declaration of Long Point, recorded in Official Records Book 473, Page 407 of the Public Records of Nassau County, Florida, the property owners within The Pointe have automatically become Members of the Amelia Island Plantation Community Association, Inc. ("AIPCA"), as such Members are defined in the AIPCA Covenants and are entitled to all rights and privileges appertaining to such membership including but not limited to the rights of ingress and egress to the Common Properties as provided in Article IV of the AIPCA Covenants. Further, The Pointe constitutes part of the "Properties," as such term is defined in Section 1 of Article I of the AIPCA Covenants, so that for all intents and purposes The Pointe constitutes part of the Amelia Island Plantation Community and is entitled to all the benefits and subject to the obligations set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, where applicable, on the same basis as any other Properties, as such term is defined in the AIPCA Covenants, on an equal and non-discriminatory basis so that the communities operate as a single unified community.

NOW, THEREFORE, in consideration of the agreements and obligations of the Company and the rights and privileges benefiting the Amelia Island Plantation Community Association, Inc. contained herein, the Company agrees as follows:

BK 0882 PG 1318

OFFICIAL RECORDS

1. The Company hereby declares that The Pointe and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, elements, charges and liens, and all other matters as set forth in the AIPCA Covenants, the Class A Covenants for Residential Property and the Class B Covenants for Townhouse Property, except as modified herein.

2. Pursuant to Section VI, paragraph 3 of the Class A Covenants and Section VI, paragraph 3 of the Class B Covenants, the complementary additions and modifications to the Class A and Class B Covenants respectively, as they apply to The Pointe, are as follows and shall apply notwithstanding any other provision within the Class A and Class B Covenants:

(A) All plans submitted to the Company shall be developed by a registered Architect with a license from the State of Florida except as otherwise approved by the Company;

(B) Section I, paragraph 6, of the Class A Covenants shall be amended to allow one detached single family dwelling not to exceed three (3) stories in height ^{above a garage level} with an average floor to floor height of 10 feet per floor on any lot. The third floor shall have a maximum gross floor area of 900 square feet including outside decks, screen porches and balconies but not including stairs or elevators. A level used exclusively for parking when open to light and air shall not be considered a story for the purpose of determining the maximum height. The provisions of this restriction, Section 1, paragraph 6 of the Class A Covenants, not inconsistent herewith, shall remain unchanged;

(C) The Golf Course referenced in Section II of the Class A Covenants and Section II, paragraphs 23—26 of the Class B Covenants shall include but not be limited to the new Golf Course located on the Property and adjacent to The Pointe;

(D) Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides shall be used on any of the Property or The Pointe;

(E) Part III, paragraph 1, of the Class A and Class B Covenants shall be amended to read as follows: In order to preserve the natural appearance and scenic beauty of marsh front areas and to protect the ecotone and to preserve valuable edge habitat, which is used by wildlife for refuge, cover, travel lanes, nesting sites and productive food sources, there is hereby established an open space corridor on all lots fronting along the marsh. The open space corridor shall be defined as all wetlands and uplands lying waterward of the buffer line to be recorded in the public records of Nassau County on the Plat for The Pointe or as designated in any amendment to this Supplementary Declaration ("Buffer Line"), less and except wetlands filled pursuant to an appropriate permit. That portion of any marshfront within the open space corridor shall be preserved substantially in its present natural state except pursuant to the written approval of St. Johns River Water Management District and other

BK 0882 PG 1319
OFFICIAL RECORDS

INSTR # 200339049
OR BK 01183 PG 0801

regulatory agencies which have jurisdiction over such wetlands. It is the responsibility of the lot owner, his agent and the entity performing any activity within the open space corridor to acquire the necessary written approvals prior to the beginning of any work. This open space corridor may be superseded and redefined from time to time by the appropriate governmental agencies; and

(F) Amelia Island Plantation shall include The Pointe.

(G) The Company, at its sole election, shall have the right to approve any plat for The Pointe and to designate Single-Family Residential Lots and Townhouse Lots and the Buffer Line if the plat does not refer to such designations.

(H) The Pointe homes on Single Family Residential Lots shall have a total minimum enclosed dwelling area of twenty-two hundred (2,200) square feet. ^{seven} ~~2,200~~ ^{2,100 conditioned} The Pointe homes on Townhouse Lots shall have a total minimum enclosed dwelling area of twenty-five hundred (2,500) square feet. ^{conditions of} ~~2,500~~ ^{NY}

IN WITNESS WHEREOF, the parties have caused this Supplementary Declaration to be properly executed by their respective duly authorized representative and recorded in the Public Records of Nassau County, Florida.

Signed, sealed and delivered
In the presence of:

AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, a Florida corporation

Joyce A. Middleton
Printed Name: Joyce A. Middleton
Marshall E. Wood
Printed Name: MARSHALL E. WOOD

By: S. Norman Bray
Printed Name: S. Norman Bray
Its: Exec. V.P.

[Corporate Seal]

BK0882PG1320
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

INSTR # 200339049
OR BK 01183 PG 0802

The foregoing instrument was acknowledged before me this 29TH day of APRIL, 1999, by S. Norman Bray, the Sec. Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- is personally know to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood
Signature of Notary

MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):



Attachments: Exhibit A - Legal Description

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 82°-42'-10" EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH 15°-01'-01" EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH 84°-57'-25" WEST, 24.91 FEET; (2) SOUTH 79°-22'-33" WEST, 44.37 FEET; (3) SOUTH 83°-11'-45" WEST, 31.79 FEET; (4) NORTH 89°-19'-39" WEST, 57.10 FEET; (5) SOUTH 82°-48'-27" WEST, 34.41 FEET; (6) SOUTH 35°-16'-53" WEST, 39.26 FEET; (7) SOUTH 27°-11'-11" WEST, 33.64 FEET; (8) SOUTH 49°-30'-37" EAST, 28.56 FEET; (9) SOUTH 76°-56'-02" EAST, 51.02 FEET; (10) SOUTH 44°-39'-25" EAST, 40.02 FEET; (11) SOUTH 69°-43'-33" WEST, 20.71 FEET; (12) NORTH 82°-32'-44" WEST, 73.13 FEET; (13) NORTH 89°-21'-37" WEST, 70.24 FEET; (14) SOUTH 79°-41'-52" WEST, 67.74 FEET; (15) SOUTH 89°-34'-59" WEST, 45.10 FEET; (16) SOUTH 88°-38'-18" WEST, 40.44 FEET; (17) NORTH 88°-58'-58" WEST, 57.76 FEET; (18) SOUTH 85°-58'-30" WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 187.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°-24'-12" WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH 07°-24'-12" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED) PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

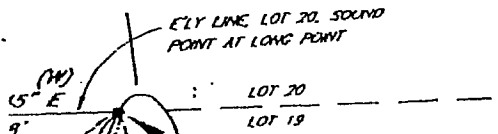
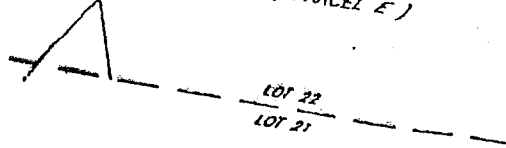
PREPARED BY:
JIM PEACOCK, P.S.M. NO. 3718

COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.

POINT OF BEGINNING (PARCEL E)



POINT OF BEGINNING
(PARCEL D)

POINT OF REFERENCE
(PARCELS D AND E)
SE CORNER OF LOT 1.1, SOUND
POINT AT LONG POINT

POINT OF BEGI
(PARCEL 1.12)

PARCEL 1.12
(LONG POINT C)

5.58 ACRES ±

9917942

99 MAY 12 PM 2:02

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

S 15°05'01" E

REFERENCE POINT 21"

FD. 1/2" I.P.
(LB 3624)

497.29' ±

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. C.M.
(LB 3624)

FD. C.M.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

146.88'

FD. 1/2" I.P.
(LB 3624)

FD. 5/8" S.P.P.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

493.51'

693.51'

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

FD. 1/2" I.P.
(LB 3624)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE POINTE AT SOUND POINT

This Declaration is made on this 29th day of April,
1999, by AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to
Long Point Development Company, (the "COMPANY").

WITNESSETH:

WHEREAS, Company is the Owner of the property generally known as THE
POINTE AT SOUND POINT and as described on Exhibit "A" attached hereto ("The Point").
It is anticipated that The Pointe will be developed into Single Family Residential Lots ("Single
Family Residential Lot") and Townhouse Residential Lots ("Townhouse Lot") (as either
designated on the plat to be recorded or as designated by the Company in any amendment to
the Supplementary Restated Declaration of Covenants and Restrictions for Amelia Island
Plantation (The Pointe at Sound Point) dated of even date herewith and recorded prior to this
Declaration; and

WHEREAS, Company, in order to maintain the integrity of The Pointe, desires
to subject said lands to the covenants, conditions, restrictions, easements, charges and liens
hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and
every Owner of any and all parts thereof;

NOW, THEREFORE, Company, as Owner, for itself, its successors and
assigns, hereby imposes the covenants, conditions, restrictions and easements hereinafter
described, which easements shall be perpetual in duration unless otherwise provided, and
which shall run with the title to said lands and shall be binding upon all parties having any
right, title or interest in said lands or any part thereof, their heirs, personal representatives and
assigns, shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

For the purposes of this Declaration the following terms shall have the following
meanings:

"Board" means the Board of Directors of the Association, which has been duly
elected and qualified in accordance with the Articles of Incorporation and Bylaws of the
Association;

"Association" shall mean and refer to THE POINTE AT SOUND POINT
OWNERS ASSOCIATION, INC., its successors and assigns;

INSTR # 200339049
OR BK 01183 PG 0805

BK 0882 PG 1327

"Common Property" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded, leased or dedicated to the Association and designated in said deed, lease or plat dedication as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property."

"Company" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements;

"Developer" shall mean and refer to AMELIA ISLAND COMPANY, a Delaware corporation, a successor by merger to LONG POINT DEVELOPMENT COMPANY, its successors and assigns;

"Easements for Drainage and Utilities" shall mean and refer to the Easements for Drainage and Utilities as shown on the Plat, required herein, or as required for the construction and operation of any Townhouse;

"Lands" shall mean and refer to the Land as described on Exhibit A;

"Lot" shall mean and refer to any Single Family Residential Lot or Townhouse Lot as shown on the Site Plan;

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Townhouse, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

"Plat" shall mean the plat to be recorded for The Pointe;

"Residential Dwelling" shall mean and refer to any building constructed or to be constructed on a Lot for use and occupancy as a single family residence.

"Single Family Lots" shall mean as defined on page 1 of this Declaration.

"Townhouse" shall mean and refer to any building constructed or to be constructed on a Lot as part of and adjacent to another Townhouse and intended for use and occupancy as a single family residence.

"Townhouse Lot" shall mean as defined on page 1 of this Declaration.

"Townhouse Wall" shall mean and refer to the inner supporting structural walls of a Townhouse which is adjacent and contiguous to the inner structural wall of the townhouse on the adjacent Lot.

BK0882PG1328

OFFICIAL RECORDS

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; and the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Lands and the improvements constructed or to be constructed thereon by providing a plan for the development, use and enjoyment thereof. The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

**ARTICLE II
GENERAL PROVISIONS**

Section 2.1 Membership Rights in Association.

Every Owner of a Lot shall be a member of the Association as provided below. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2 Membership Classes and Voting Rights in Association.

The Association shall have two classes of membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Company;

(b) Class B. The Class B member(s) shall be the Company, its successors or assigns. The Class B membership shall terminate upon the earliest of (i) when the Company and its successor developer have conveyed all Lots to third parties (provided, however, that a transfer of any property shown on Exhibit "A" together with a full or partial assignment of the Amelia Island Company's developer or Company rights shall not be treated as a transfer under this subsection (i)), (ii) the Company terminates the Class B membership, or (iii) on December 31, 2004.

(c) Voting Rights in Association. Until the Class B membership terminates, Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, each Class A member shall have one vote on all matters to come before the Association. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote or less than one vote be cast with respect to any Lot.

Section 2.3 Creation of the Lien and Personal Obligation of Assessments.

The Company, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such lien shall not attach until a notice of lien is recorded in the public record of Nassau County and a copy thereof is furnished to the Owner of the liened Lot or Townhouse. The lien shall be enforced as a lien under Chapter 713 of the Florida Statutes.

Section 2.4 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of all landscaped areas, all driveways as shown on the Plat, Drainage and Utility Easements and upon the default of the Owners subject to Article II and Article III herein, to provide Townhouse maintenance and enforcement of this Declaration.

Section 2.5 Uniform Rate of Assessment.

Both annual and special assessments must be determined by the formula set forth below:

$$\frac{\text{Each individual Lot}}{\text{Total of all Lots}} = \text{per Lot responsibility for Association Expenses}$$

Both annual and special assessments shall be collected on a monthly basis, except as provided herein.

Section 2.6 Monthly Assessments; Due Dates.

The Board shall fix the amount of the monthly regular assessments against each Lot at least thirty (30) days in advance of each calendar or fiscal year of the Association. Written notice of the regular assessments shall be sent to every Owner subject thereto. Monthly assessments are due on the first day of each calendar month.

Section 2.7 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an

BK0882PG1330

action at law against the Owner personally obligated to pay ~~the same~~ ^{OFFICIAL RECORDS} or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Townhouse, Residential Dwelling or Lot.

Section 2.8 Assessments

(a) Assessment of Company. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or Bylaws, to the contrary, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, there shall be no monthly or special monthly assessments against any Townhouse, Residential Dwelling or Lot in which Company owns any interest, as long as there is Class B membership in the Association. Upon termination of the Class B membership in the Association, as hereinabove provided, so long as Developer pays any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association, the monthly assessment against any Townhouse, Residential Dwelling or Lot in which Company owns any interest shall be ten percent (10%) of the amount hereinabove established against Townhouses, Residential Dwelling or Lots owned by Class A members of the Association, other than Company. Upon transfer of title of a Company-owned Townhouse, Residential Dwelling or Lot, such Townhouses, Residential Dwelling or Lots shall be assessed in the amount established against Townhouses, Residential Dwelling or Lots owned by the Class A members of the Association, prorated as of, and commencing with, the day following the date of transfer of title.

(b) Assessments of Owners of Undeveloped Lots Not Owned by the Company. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration to the contrary, the Owners of undeveloped Lots other than the Company shall pay only 37.5% of the Lot Assessment referenced in Section 2.5.

Section 2.9 Maintenance of Residential Dwelling, Landscape Areas and Townhouses.

Each Owner of a Residential Dwelling or Townhouse shall be responsible for the maintenance of his or her Residential Dwelling, Townhouse and landscaped areas on their Lot, including: paint, repair, gutters, downspouts, exterior building surfaces, windows, doors, lawns and plant beds and all other exterior improvements, and shall maintain his or her Residential Dwelling, Townhouse and landscaped areas on their Lot in a good state of condition and repair.

Section 2.10 Non-Compliance with Exterior Maintenance Provision.

In the event an Owner of any Residential Dwelling or Townhouse shall fail to maintain the improvements situated thereon in a manner satisfactory to the Company or the

BK0882PG1331

OFFICIAL RECORDS

Board of Directors, or fail to comply with the provisions of Article III, if applicable, the Association shall, through its agents and employees, enter upon said parcel and to repair, maintain, and restore the exterior of the buildings and any other improvements erected thereon and take any action necessary for compliance with Article III. The cost of such maintenance shall be assessed to and become part of the assessment to which such Townhouse or Residential Dwelling is subject.

ARTICLE III ARCHITECTURAL PLANNING CRITERIA FOR TOWNHOUSES

The provisions of Article III shall apply only to Townhouse Lots.

Section 3.1 Building Type.

All Townhouses shall have a minimum footage of enclosed dwelling space of twenty-five hundred square feet. The term "enclosed dwelling space" shall mean the total enclosed heated and air conditioned area within the dwelling. The term does not include garages, terraces, decks, open porches and like areas.

Section 3.2 Building Height.

The maximum building height of a Townhouse shall not exceed 55 feet or three stories above a parking level whichever is less. The highest floor, whenever possible, shall be incorporated into the form of the floor below through the use of dormers and roof terraces so as to reduce the visual impact of the roof. Chimneys and approved roof ornamentation are accepted from this criteria. Third floor areas may include widows walks, roof terraces, lookout towers, etc., with no limits on the area of the spaces; however, they must be screened from direct viewing onto adjacent terraces of the attached unit.

Ⓢ The highest floor ~~shall~~ ^{may} have a ~~minimum~~ ^{maximum} gross floor area of 900 square feet.

Section 3.3 General Setback Restrictions in Building Zones.

Slight variations may be permitted to the setbacks noted below by the Company. In order to assure that location of Townhouses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each townhouse and to assure that the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration location of large trees and similar considerations, the Company will control the precise site and location of any Townhouse or other structure upon all lots. Such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. In the event an agreed location is stipulated in writing in the contract of purchase for the Developer, the Company shall approve automatically such location for a Townhouse.

Section 3.4 Specific Setback Restrictions.

The following setback restrictions are established with respect to the construction of the livable, enclosed, heated floor area of any Townhouse within The Pointe:

BK 0882 PG 1332

(a) Front Setbacks. The front yard setbacks shall be a minimum 30 feet from the right-of-way. Building heights, while defined in another section, shall in part relate to the front yard setbacks; and

(b) Side Setbacks. Each Lot shall have one side yard setback which shall be an inflexible 12 feet to provide for view, breeze, light and visual separation of units. No structure of the house shall be permitted in this zone with the exception of roof overhangs which shall not exceed 3 feet or interfere with adjacent unit views. Courtyard walls and privacy screens can be erected in the building setback area with approval by the Company. Balconies and other improvements shall be constructed within the building area as limited by the applicable setbacks. Exceptions shall include only roof overhangs, courtyard walls and privacy screens with the approval of the Company, walks, drives, and items which are of a landscape nature.

Section 3.5 Foundations and Floor Level Elevations.

Timber or concrete are unacceptable as a solution to site buildings on the ground. Vertical wall surfaces must extend to the ground with openings allowed that do not exceed 50% of the surface area.

Section 3.6 Foundation Walls.

In the event a wood floor or crawl space is provided for a Townhouse, the ventilation openings are to be covered with grating, wood louvers, or lattice painted to conform with the trim or color scheme of the townhouses. Standard aluminum vent grill are not permitted. Any concrete block foundation walls are to be clad or stuccoed. Exposed floor joists must be covered with suitable material so as not to leave framing members visible.

Section 3.7 Exterior Wall Finishes.

The main exterior wall material of each Townhouse shall be stucco or an improved external wall coating system with finishes to include, coquina or oyster shell (dependent on color approval), Spanish lace, sand finish, etc. Other materials which may be utilized include wood, wood shingles, coquina or coral block and brick; however, they shall not exceed 20% of the exterior area and shall be utilized mainly for accents or detailing.

Section 3.8 Exterior Veneer Materials.

Veneer materials such as coquina used on a Townhouse must not stop on exterior corners and should have a minimum end or butt dimension of 4 inches in thickness. While brick is allowed in minimum amounts, it shall be Savannah gray (unless painted a solid color, in which case it will be compatible with the stucco color).

BK 0882 PG 1333

OFFICIAL RECORDS

Section 3.9 Windows and Doors.

Window and door frames on Townhouses are to have anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes are not allowed. No sliding glass doors are to be visible from the main street or side street. While tinted glass is acceptable, no foil or reflective material shall be used on any windows for sunscreens. Where more than one window treatment is viewed from a single or adjacent elevations, drapery liners will be used to provide consistent appearance.

Section 3.10 Roof and Chimneys:

(a) Homogenous Character. The roofs of all Townhouses within The Pointe shall have a similarity of form to provide for a homogenous character. All primary roofs shall be gable and hip design with a minimum roof slope or pitch of 6/12. The more contemporary shed construction is not appropriate for the primary roof but may be utilized for the secondary roof areas limited to 15% or less of the total roofed area. Clay or concrete tile or a metal roof, all in natural earth tone colors, shall be used for the primary roofing material unless another material is approved by the Company. Attached residential units shall utilize the same roofing material including color;

(b) Flat Roofs. Flat roofing on Townhouses is acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in use as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., garage to main structure or free standing garage, pool enclosures, etc., shall have a roof with materials similar to that of the main structure;

(c) Roof Overhangs. While roof overhangs on Townhouses can incorporate balconies, decks and screened porches, the minimum depth for primary roof overhangs shall be 2 feet 8 inches with gable ends of 1 foot 4 inches. Secondary roof overhangs may be less as approved by the Company;

(d) Roof Attachments. Roof attachments on Townhouses, whether ornamental or functional such as lightning rods, ornamental ridge caps, weather vanes, oversized fireplace flues, observation towers, etc. are permissible as approved by the Company. All roof accessories, such as vent stacks and roof vents, shall either be painted to match the roof color or accentuated to form a statement. Flashing shall be copper except in the case of metal roofs where it shall be of the same material or where good construction practice demands other materials. No raw aluminum or galvanized flashing is allowed where it is visible;

Section 3.11 Solar Roof Devices.

The use of solar energy producing devices on Townhouses (active and/or passive) are subject to Company approval; and

BK 0882 PG 1334

OFFICIAL RECORDS

Section 3.12 Chimneys.

Chimney dimensions for Townhouses shall be compatible in scale to the structure; however, the minimum size shall be 2 feet 6 inches by 4 feet 6 inches. All exposed surfaces of chimneys should be of masonry or stucco with a preference for covered flue endings. Prefab metal fireplaces are acceptable within a Townhouse; however, the exposed metal flue must be totally covered with approved materials. No prefabricated metal spark arrestors or flue tops may be exposed to view.

Section 3.13 Outbuildings and Garages.

Any outbuilding permitted on a Townhouse Lot, such as pool houses or detached garages, must be compatible with the form of the main Townhouse in style as well as materials and color. Garages under the main form of the Townhouse are encouraged; however, free standing garages are acceptable so long as they are connected to the main body of the Townhouse by covered passageways or trellises. In the case of free standing garages, they will have side entrances.

Section 3.14 Parking.

A minimum of two off-street parking spaces which are screened from the street view must be provided for each Townhouse.

Section 3.15 Driveways.

Driveways must be paved with a hard surface such as asphalt, concrete, concrete or brick pavers, brick, or exposed aggregate, etc. In the event concrete is utilized, it must be colored to an approved scheme. One driveway may serve two Townhouses.

Section 3.16 Color.

A given Townhouse and its associated outbuildings, walls, etc., shall not use more than three colors excluding the roof color. The attached structure shall be required to utilize at least one of these colors with the addition of a new color being allowed. The first Townhouse of any attached pair will have a greater selection range for colors as well as materials with the following unit being required to stay in the same palette range.

Section 3.17 Landscaping, Lighting and Service Courts:

(a) Plant Material. The feeling of a natural environment in the use of plant material is encouraged as opposed to a heavily manicured theme. Property lines between units should not be definable by the use of plant material. A complete plant list will accompany the landscape plan and will specify the size of each plant proposed;

(b) Ostentatious Site Features. The construction of ostentatious site features such as topiary, sculpture, free standing fountains in the foreground of townhouses or lighting systems which may be offensive to adjacent neighbors is unacceptable;

BK 0882 PG 1335

OFFICIAL RECORDS

(c) Service Yard. Every Townhouse must have a service yard for trash receptacles, utility meters, HVAC equipment, clotheslines, lawn care equipment, fuel tanks, and any other vehicles, materials, supplies and equipment to be stored outside. The service yards are to be screened from view from roads and adjacent properties by a visual barrier at least 6 feet high, which may be fencing material as approved by the Company which are extensions of the house;

(d) Walls or Hedges. No walls or hedges of plant material will be installed along a lot line; however, the Company may consider such placement where lot configuration and placement warrant such consideration. All hedges and walls must relate to and be an extension of the architectural form of the Townhouse and the outdoor space or activity being defined by any such walls or hedges; and

(e) Mailbox. Mailbox design and location will be provided by the developer.

**ARTICLE IV
SPECIAL REQUIREMENTS AND EASEMENTS**

The provisions of this Article IV shall apply only to Townhouse Lots.

Section 4.1 Easements for Encroachments.

Company hereby subjects each Townhouse Lot to an easement for the construction of roof overhangs approved by the Company, the Townhouse Wall and encroachments created by construction and/or settling of the Townhouses and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Townhouse is partially or totally destroyed, and then rebuilt, the Owner of the Townhouse so affected covenants and agrees that minor encroachments on parts of the adjacent Townhouse due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 4.2 Foundation for Townhouse Walls.

The Owner who constructs the first Townhouse on a Townhouse Lot which will have the Townhouse Walls shall construct at its sole expense a foundation which will support the Townhouse Wall on the adjacent Lot.

Section 4.3 Plat Easements.

Each Townhouse Lot is subject to a five (5) feet wide easement, for the benefit of the Company and the Association, for drainage, utilities and sewer along the front, side (except in area of Townhouse Wall) and rear property lines thereof. The Company reserves the exclusive right to partially release any plat easements, if any, in the area of a Townhouse Wall. The partial release shall be accomplished with a separate recordable document delivered to the Owner.

BK0882PG1336

OFFICIAL RECORDS

Section 4.4 Simultaneous Construction of Contiguous Townhouses.

No Townhouse may be constructed unless the adjacent Townhouse, sharing the common Townhouse Wall, is being constructed at the same time. The Company reserves the exclusive right to release or partially release this restriction or covenant. The release or partial release shall be accomplished with a separate recordable document delivered to the owner.

Section 4.5 Docks and Observation Platforms.

Subject to the last sentence of this Section 4.5, no dock or observation platform shall be built on any Townhouse Lot. A single dock or observation platform, ~~with a maximum dock or platform area of five hundred (500) square feet,~~ to be located on Common Property ("Association Dock") may be constructed by the Developer or the Association for the common use of all Owners of Lots. If the Developer or the Association cannot obtain, after using a good faith effort, the permits to construct the Association Dock, Owners may apply for permits for the construction of a dock and/or platform on their Lot and the prohibitions in this Section 4.5 on docks and platforms on Townhouse Lots shall be null and void.

ARTICLE V
ADDITIONS, DELETIONS, PLATTING

Section 5.1 Additions, Deletions.

Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to the property the subject to this Declaration (for purposes of this Section 5.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Area or shall be platted as Single Family Residential Lots or Townhouse Lots when the property is made subject to this Declaration and (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses. Developer may also, but shall not be obligated to, withdraw land from the scheme of the development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that all lands remaining subject to this Declaration after such withdrawal are contiguous. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the subdivision.

Section 5.2 Improvements to the Common Property.

The Developer or the Association may, but shall not be obligated to, provide recreational or other facilities on the Common Property at any time, and the Association and

BK 0882 PG 1337

the Owners shall pay the additional common expenses required to maintain these additional facilities.

ARTICLE VI PROPERTY RIGHTS

Section 6.1 Ownership, Maintenance, and Use of Common Property.

The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

- (a) Protection of Common Property. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;
- (b) Additional and Reserved Easement. The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the property subject to the plat of The Pointe, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all of the Common Property. Developer reserves a perpetual nonexclusive easement for ingress, egress, golf cart, pedestrian and vehicular access, utilities and maintenance over all the Common Property;
- (c) Governing Documents. All provisions of this Declaration, the plat of The Pointe and the Articles, and Bylaws of the Association; and
- (d) Rules and Regulations. Rules and regulations governing use and enjoyment of the Common Property adopted by the Association and easements and restrictions of record affecting any part of the Common Property.

ARTICLE VII MUTUALITY OF BENEFIT AND OBLIGATION

Section 7.1 Mutuality.

The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, Residential Dwelling and/or Townhouse, and are intended to create mutual equitable servitudes upon each Lot, Residential Dwelling and/or Townhouse in favor of the other Lots, Residential Dwellings and/or Townhouses, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, Residential Dwellings and/or Townhouses, their heirs, successors, and assigns.

BK 0882 PG 1338

OFFICIAL RECORDS

Section 7.2 Benefits and Burdens.

Every person who is an Owner does by reason of taking title to property within The Pointe agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

Section 7.3 Violation.

In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the other Owners, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The reasonable costs for correcting such violation plus a reasonable attorney's fee and interest at the highest rate allowed by law shall be a charge on the land and a continuing lien on the Residential Dwelling or Townhouse. The failure to enforce any rights, reservations, restrictions or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1 Amendment.

As long as the Company is a Class B member of the Association, it shall have the right to amend these Covenants, Conditions, Restrictions and Easements without the approval of the members or the board of directors or officers of the Association. Thereafter, the covenants, restrictions and easements may be amended from time to time by the Association, upon vote of a majority of the Board of Directors of the Association in the first three (3) years of its existence, and thereafter upon the vote of a majority of the members of the Association, provided, however, that no such amendment shall change the use of the Lots, Residential Dwellings or Townhouses or the adjacent areas to anything other than for residential purposes or to eliminate the lien rights of the Association.

BK 0882 PG 1339

OFFICIAL RECORDS

Section 8.2 Duration.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Amelia Island Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of Townhouses has been recorded, agreeing to change said covenants in whole or in part. All easements shall be perpetual.

Section 8.3 Assignment of Developer.

The Developer shall have the sole and exclusive right at any time to transfer and assign, on an exclusive or non-exclusive basis, any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to the Association or such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto. The assignee of any developer right whether such assignee is the Association or other third-party assignee, shall indemnify and hold the Developer harmless for and against any loss or claim resulting from such assignee's failure to perform such obligations.

IN WITNESS WHEREOF, the Company has executed this Declaration this 29TH day of April, 1999.

Signed, sealed and delivered
in the presence of:

AMELIA ISLAND COMPANY, a Delaware
corporation, a successor by merger to Long Point
Development Company

By: *Norman Bray*
NORMAN BRAY, Its Exec Vice President

Joyce A. Middleton
Marshall E. Wood
MARSHALL E. WOOD

BK 0882 PG 1340
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th day of APRIL, 1999, by S. NORMAN BRAY, the EXEC. VICE President of Amelia Island Company, a Delaware corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Marshall E. Wood

Signature of Notary MARSHALL E. WOOD

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

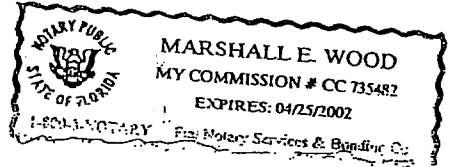


EXHIBIT A

BK 0882 PG 1341

OFFICIAL RECORDS

A PORTION OF TOWNSHIP 1 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING COMPRISED IN PART BY A PORTION OF SECTION 43 OF SAID TOWNSHIP 1 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 12, SOUND POINT AT LONG POINT, AS SHOWN ON PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 190 THROUGH 192, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $82^{\circ}-42'-10''$ EAST, A DISTANCE OF 492.23 FEET TO A POINT; THENCE SOUTH $15^{\circ}-01'-01''$ EAST, A DISTANCE OF 342.14 FEET, MORE OR LESS, TO THE APPROXIMATE EDGE OF THE MARSH OF THE AMELIA RIVER; THENCE ALONG THE EDGE OF SAID MARSH THE FOLLOWING 18 COURSES (1) SOUTH $84^{\circ}-57'-25''$ WEST, 24.91 FEET; (2) SOUTH $79^{\circ}-22'-33''$ WEST, 44.37 FEET; (3) SOUTH $83^{\circ}-11'-45''$ WEST, 31.79 FEET; (4) NORTH $89^{\circ}-19'-39''$ WEST, 57.10 FEET; (5) SOUTH $82^{\circ}-48'-27''$ WEST, 34.41 FEET; (6) SOUTH $35^{\circ}-16'-53''$ WEST, 39.26 FEET; (7) SOUTH $27^{\circ}-11'-11''$ WEST, 33.64 FEET; (8) SOUTH $49^{\circ}-30'-37''$ EAST, 28.56 FEET; (9) SOUTH $76^{\circ}-56'-02''$ EAST, 51.02 FEET; (10) SOUTH $44^{\circ}-39'-25''$ EAST, 40.02 FEET; (11) SOUTH $69^{\circ}-43'-33''$ WEST, 20.71 FEET; (12) NORTH $82^{\circ}-32'-44''$ WEST, 73.13 FEET; (13) NORTH $89^{\circ}-21'-37''$ WEST, 70.24 FEET; (14) SOUTH $79^{\circ}-41'-52''$ WEST, 67.74 FEET; (15) SOUTH $89^{\circ}-34'-59''$ WEST, 45.10 FEET; (16) SOUTH $88^{\circ}-38'-18''$ WEST, 40.44 FEET; (17) NORTH $88^{\circ}-58'-58''$ WEST, 57.76 FEET; (18) SOUTH $85^{\circ}-58'-30''$ WEST, 20.94 FEET TO THE EASTERLY LINE OF LOT 13, SAID SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE SAID EASTERLY LINE, A DISTANCE OF 187.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE AROUND AND ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 126.61 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $07^{\circ}-24'-12''$ WEST, 95.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12, SOUND POINT AT LONG POINT; THENCE NORTH $07^{\circ}-24'-12''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 12, A DISTANCE OF 157.30 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS DESCRIBED AS TRACT K IN THE ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS DATED JANUARY 15, 1997 RECORDED JANUARY 17, 1997 IN OFFICIAL RECORDS BOOK 781, PAGE 1061 AS AMENDED AND MODIFIED) PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED BY:
JIM PZACOCK, P.S.M. NO. 3718

COASTAL LAND SURVEYORS
34 North 14th Street
Fernandina Beach, FL 32034

BK 0882 PG 1342

OFFICIAL RECORDS

FOR INFORMATION ONLY
THIS MAP IS NOT A PART
OF THE LEGAL DESCRIPTION.

IT OF BEGINNING (PARCEL E)

LOT 22
LOT 21

E'LY LINE, LOT 20, SOUND
POINT AT LONG POINT

15° E
8'
2949
LOT 20
LOT 19

POINT OF BEGINNING
(PARCEL D)

S 72°17'15" W
346.70'

POINT OF REFERENCE
(PARCELS D AND E)
SE CORNER OF LOT 13, SOUND
POINT AT LONG POINT

N 07°24'12" W 190.19'
146.88'
FD. C.M. (L.B. 3624)
FD. 1/2" I.P. (L.B. 3624)

N 07°24'12" W 157.30'
FD. 1/2" I.P. (L.B. 3624)

POINT OF BEGI
(PARCEL 1.12)

FD. 5/2" I.P. (L.B. 3624)

SECTION 43

S 87°11'12" W
730' ±
562.19'

9917943

PARCEL 1.12
(LONG POINT C)
5.58 ACRES ±

FILE & RECORD IN THE
RECORDING NASSAU COUNTY
RECORD YEAR 03

99 MAY 12 PM 2:03

[Signature]
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

(LC)

REFERENCE POINT 71"

FD. 1/2" I.P. (L.B. 3624)

S 15°05'01" E

497.29' ±

FD. 1/2" I.P. (L.B. 3624)

S 77°51'46" E

FD. C.M. (L.B. 3624)

FD. 1/2" I.P. (L.B. 3624)

FD. 1/2" I.P. (L.B. 3624)

FD. 1/2" I.P. (L.B. 3624)