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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
AMELIA NATIONAL

THIS DOCUMENT PREPARED BY:

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FOR
AMELIA NATIONAL

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
AMELIA NATIONAL

THIS DECLARATION is made this 23rd day of December, 2004, by AMELIA NATIONAL ENTERPRISE, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, 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 be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property 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 parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property 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

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Amelia National Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for multi-family or other residential use.

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Section 2.4 **CDD.** The Amelia National Community Development District as authorized by the Board of County Commissioners of Nassau County, Florida.

Section 2.5 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located 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 of the Owners by reference thereto in this Section 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. The Common Area shall not include any real property owned or maintained by the CDD.

Section 2.6 **Developer.** Amelia National Enterprise, LLC, a Florida limited liability company and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Amelia National Enterprise, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Amelia National Enterprise, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Amelia National Enterprise, LLC and develop and resell the same.

Section 2.7 **Golf Course.** That certain property located within, adjacent to or near Amelia National which is operated as a golf course, together with all improvements located thereon, and all related and supporting facilities operated in connection with such Golf Course.

Section 2.8 **Golf Course Owner.** Amelia National Golf Club, LLC, a Florida limited liability company, and its successors and assigns.

Section 2.9 **Lot.** Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use.

Section 2.10 **Multi-family Improvements.** Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.11 **Owner.** The record owner or owners of any Lot or Building Site.

Section 2.12 **Property or Amelia National**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.13 **PUD**. Planned Unit Development Ordinance Number 2003-49, as enacted by the County Commission of Nassau County, Florida, as the same may be amended from time to time.

Section 2.14 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings.

Section 2.15 **Subassociation**. Any residential property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners.

Section 2.16 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within or adjacent to 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. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

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 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time

to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **COMMON AREA RIGHTS**

Section 4.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is no later than ninety (90) days after the Developer shall no longer have the right to elect or appoint a majority of the Association's Board of Directors, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available

for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the PUD;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in 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 located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area 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 but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the

Developer pursuant to Section 2.5 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.**

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or Nassau County, Florida, and in accordance with the PUD. Notwithstanding any provision of this Declaration to the contrary, the CDD or the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. 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 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the CDD shall for any reason fail to maintain any portion of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors,

successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Building Site within the Property other than the Developer hereby covenants, and by acceptance of a deed therefore, 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 and special assessments established and levied pursuant to the terms of this Declaration. 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 and continuing lien upon each Lot and Building Site 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 Areas or by abandonment.

Section 5.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. To the extent that such maintenance shall not be provided by the CDD, 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 or any portion of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District Permit No. 4-089-65409, as amended from time to time, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said permit. Assessments collected by the Association

to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization.

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 4 hereof.

Section 5.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Two Hundred and No/100 Dollars (\$200.00) per Assessment Equivalent. From and after December 31, 2004, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 5. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.4 hereof) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the special assessment allocable to each Lot or Building Site.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owners' Building Sites.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Nassau County, Florida; provided however, that such obligations shall not commence (i) as to any Lots, until such lots shall be platted of record; and (ii) as to any Residential Dwelling Units, other than homes constructed upon the Lots, when certificates of occupancy (or any other similar approval) has been issued by the applicable governmental authority. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners of Lots or Building Sites who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

(e) At the time of closing of the sale of any Lot, or Building Site from the Developer to any third party, such third party shall pay to the Association a capital contribution equal to Fifty and No/100 Dollars (\$50.00) for each Assessment Equivalent attributable to such Lot or Building Site.

Section 5.4 **Area Assessments.** The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

Section 5.5 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and 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 or Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs,

attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment, the costs of collection incurred by the Association, which shall specifically include without limitation, reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 5.6 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.7 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot or Building Site in the Property 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 and Buildings Sites owned by it within the Property 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 or Building Sites within the Property.

Section 5.8 **Golf Course**. Notwithstanding any provisions of this Declaration to the contrary, the Golf Course Owner and the Golf Course shall not be required to pay or be subject to assessments payable to the Association.

ARTICLE VI **UTILITY PROVISIONS**

Section 6.1 **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 within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners.

Section 6.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, 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. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property without the Developer's prior written consent which may be given or withheld in the Developer's sole discretion.

Section 6.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Nassau County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 6.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 6.5 **Irrigation Systems**. An underground irrigation system shall be installed on all Lots and Building Sites in accordance with applicable residential criteria promulgated by the Developer. Such irrigation systems shall be installed in accordance with the reclaimed water policies of the Nassau County Utility Authority, or any similar public utility providing services to the Property as applicable. All such irrigation systems shall be operated and maintained in accordance with the rules and regulations of such utility provider, as well as any other governmental agencies having jurisdiction over such systems or the use of reclaimed water

within the Property. The Association shall comply with all rules and regulations promulgated by the Florida Department of Environmental Protection pertaining to the use of reclaimed water, including without limitation, those rules and regulations requiring the posting of signs and regulating the use of reclaimed water in public areas and on roadways.

ARTICLE VII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 7.1 **PUD**. No Owner or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 7.2 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 7.3 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 7.4 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person.

Section 7.5 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, 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 portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 7.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards within the Property and surrounding properties. These reserved rights include the right to cut trees, bushes or shrubbery, to grade or regrade any portion of the Property or to take any other action reasonably necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 7.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 7.7 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of 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 Area 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 Area.

Section 7.8 **Additional Easements.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 7.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 7.9 **Rules and Regulations.** The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

Section 7.10 **Golf Course.**

(a) **Ownership and Operation of Golf Course.** All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the

Developer or any other party with regard to the continuing existence, ownership or operation of the Golf Course, and no purported representation or warranty in such regard, either written or oral, shall ever become effective without an amendment to this Declaration authorized pursuant to Section 11.7 hereof and consented to and joined in by the Golf Course Owner. Further, the ownership and/or operation of the Golf Course may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees or independent contractors of the Developer. No consent of the Association, any Subassociation, or any Owner shall be required to effectuate any such transfer or conversion.

(b) Right to Use. Neither membership in the Association nor ownership or occupancy of a Lot or Residential dwelling Unit shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Golf Course. The owner of the Golf Course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions or use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

(c) View Impairment. Neither the Developer, the Association or the Golf Course Owner, nor any of their respective successors and assigns, guaranty or represent that any view over and across the Golf Course from adjacent Lots or Residential Dwelling Units will be preserved without impairment. The Golf Course Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, The Golf Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and Residential Dwelling Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(d) Limitations on Amendments. In recognition of the fact that the provisions of this Section 7.10 and Section 7.11 are for the benefit of the Golf Course Owner, no amendment to this Section 7.10 or Section 7.11 and no amendment in material derogation of any rights reserved or granted to the owner of the Golf Course by other provisions of this Declaration, may be made without the written approval of the Golf Course Owner.

(e) Jurisdiction and Cooperation. It is Developer's intention that the Association and the Golf Course Owner, and their respective successors and assigns, shall cooperate to the maximum extent possible in the operation of the Amelia National Golf Course. Each shall reasonably assist the other in upholding the provisions of this Declaration and any other covenants, restrictions, rules or regulations enforceable by the Association. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course without the consent of the Golf Course Owner, which consent shall not be unreasonably withheld.

(f) Restriction. The Golf Course may not be used for any purpose except in accordance with the Membership Program operated by the Golf Course Owner. Any non-golf activities such as picnicking, biking, kite flying, soccer, football, recreational walking, jogging, walking of pets, skateboarding, roller-skating, and similar activities are not permitted on the cart paths or on the Golf Course. Fishing in lakes on the Golf Course is not permitted unless prior approval is obtained from the Golf Course Owner and is in compliance with all rules established by the Golf Course Owner.

(g) Indemnification. Each Owner agrees to indemnify, defend and hold harmless the Golf Course Owner, Developer, and their respective partners, shareholders, directors, officers, managers, members, employees, agents successors and assigns for and from any claims, demands, losses, costs, fees, and expenses related to, or in any way pertaining to, such Owner's use of the Golf Course.

7.11 Easements for Golf Course.

(a) Every Lot, Residential Dwelling Unit and the Common Area are burdened with an easement permitting golf balls unintentionally to come up on such portions of the Property and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, Lots, or the exterior portions of a Residential Dwelling Unit to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owners' permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: The Developer, the Golf Course Owner, the Association or its Members (in their capacity as such); any successor Developer; any builder or contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner.

(b) The Golf Course Owner and its agents and independent contractors shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonable necessary to the operation, maintenance, repair and replacement of the Golf Course and the right and non-exclusive easement for machinery and equipment noise resulting from the operation and maintenance of the Golf Course.

(c) The portions of the Property immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course Owner and Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the Golf Course Owner be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) The Developer hereby declares and establishes in favor of the Golf Course Owner, and its agents, invitees, and guests, certain perpetual, nonexclusive easements appurtenant to the Golf Course for the use and benefit of the Golf Course Owner, and its agents, invitees, guests, and all other users of the Golf Course, across, over, upon and through all roads, paths, sidewalks, golf cart paths and bridges located within Amelia National for the purpose of providing ingress, egress and access to and from the separate tracts of the Golf Course for pedestrian and golf cart vehicular traffic necessary or appropriate to play golf on the Golf Course, together with all rights and rights-of-way necessary to the full use and enjoyment of such easements.

(e) The Developer hereby declares and establishes in favor of the Golf Course Owner, and its agents, invitees, guests, a perpetual, non-exclusive easement appurtenant to the Golf Course, across, over, upon and through all Common Areas, for the purpose of the flight of golf balls.

(f) The Golf Course Owner and its agents and independent contractors shall have a perpetual, exclusive easement of access for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from the Golf Course.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 8.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved

unless a written approval is granted by the Developer to the Owner submitting same. The Developer reserves the right to approve standardized plans and specifications submitted by builders selected by the Developer to be featured builders within Amelia National, which may thereafter be constructed without further review by the Developer on a lot-by-lot basis.

Section 8.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Amelia National. Any architectural criteria or amendment thereto shall be consistent with the provisions of this Declaration. The architectural criteria and any amendment thereto shall be made available for review by any member of the Association upon request. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article VIII. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VIII.

Section 8.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and

restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 8.4 **Assignment**. The Developer reserves the right to assign, in whole or in part and in its sole discretion, any of the rights reserved under this Article VIII to the Association or any other party, who upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII with respect to the rights so assigned. Upon any such assignment to the Association, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article VIII as shall be assigned by the Developer to the Association.

Section 8.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

Section 8.6 **Golf Course**. The provisions of this Article VIII shall have no applicability to the Golf Course.

ARTICLE IX **NOTICE OF PERMIT REQUIREMENTS**

Section 9.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2000-2121 (IP-RLW), ISSUED BY THE ACOE AND PERMIT NUMBER 4-089-65409, ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE X
PROVISIONS PERTAINING TO THE PLAY OF GOLF

Section 10.1 **Easements for Golf Course.**

(a) The Developer reserves for itself, the present and future owners (together, the "Golf Course Owner") of all of the golf courses located within the Property (together, the "Golf Course"), and their respective guests and invitees, a perpetual easement over and across each Lot, Building Site and the Common Area, for the purpose of permitting golf balls to unintentionally come upon such portions of the Property and for golfers at reasonable times and in a reasonable manner to come upon such portions of the Property to retrieve errant golf balls; provided however, if any Lot or Building Site is fenced or walled, the golfer shall seek the applicable Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Developer, the Golf Course Owner, the Association, or their respective officers, directors, successors or assigns be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

(b) The Developer reserves for itself and the Golf Course Owner, and their respective agents, successors and assigns a perpetual, nonexclusive easement of access and use over portions of the Common Area reasonably necessary for the operation, maintenance, repair and replacement of Golf Course, which shall include without limitation the right to make use of machinery and equipment in connection with such activities.

(c) The Developer reserves for itself and the Golf Course Owner and their respective agents, successors, assigns, a perpetual, nonexclusive easement over the Lots, Building Sites and the Common Areas that adjoin the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Developer, the Golf Course Owner, the Association, or their respective officers, directors, successors or assigns be liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) Developer hereby reserves for itself and the Golf Course Owner and their respective agents, invitees, guests, successors, and assigns, a perpetual and nonexclusive easement across, over, upon, and through all golf cart paths and bridges located within the Property for the purpose of providing ingress, egress and access to and from the Golf Course, or any portion thereof, for pedestrian and golf cart vehicular traffic necessary or appropriate for the play of golf on the Golf Course.

Section 10.2 Golf Course.

(a) Ownership and Operation of Golf Course. All persons, including all Owners, are hereby advised that no representations or warranties have been made or are made by the Developer or any other person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Developer. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to any entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees or independent contractors of the Developer. No consent of the Association, any such association, or any Owner shall be required to effectuate such transfer or conversion.

(b) Right to Use. Neither membership in the Association nor ownership or occupancy of a Lot or Building Site shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Golf Course. The Golf Course Owner shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of the use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and the Golf Course Owner shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

(c) View Impairment. Neither the Developer, the Association nor the Golf Course Owner guarantees or represents that any view over and across the Golf Course from adjacent Lots or Building Sites will be preserved without impairment. The Golf Course Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Golf Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots or Building Sites and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(d) Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Golf Course Owner, no amendment to this Article X and no amendment in derogation of any rights specifically reserved or granted to the Golf Course Owner by other provisions of this Declaration, may be made without the written approval of the Golf Course Owner.

(e) Cooperation. It is Developer's intention that the Association, the Owners and the Golf Course Owner shall cooperate to the maximum extent possible in the efficient and harmonious operation of the Amelia National and the Golf Course.

(f) Boundary Adjustment. The boundaries of the Golf Course and Common Area may from time to time be modified by the Golf Course Owner, as deemed necessary or appropriate by the Golf Course Owner in its sole discretion. Upon request, the Association shall execute any instrument deemed necessary to accomplish any such boundary modification.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Ground Leased Land. Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

Section 11.2 Developer's Reserved Rights Re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such

boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.2, shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 11.3 **Remedies for Violations.**

11.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

11.3.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts:** The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) **Payment of Fines:** Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

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

(g) **Non-exclusive Remedy:** The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 11.4 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.5 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 11.6 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 11.7 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless

terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which is not materially inconsistent with the common scheme for the development of the Property evidenced by this Declaration. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, as applicable, and shall be recorded in the current public records of Nassau County, Florida.

Section 11.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer has or may incur certain obligations in connection with the ACOE Permit. The Developer may assign any or all of said obligations to the Association, and upon such assignment, the Association shall be solely responsible for all of the Developer's obligations and responsibilities for compliance with the ACOE Permit that are so assigned. The Association shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the ACOE Permit occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 11.9 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.10 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.11 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Nassau County, Florida.

Section 11.12 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE

GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 23rd day of December, 2004.

Signed, sealed and delivered in the presence of:

AMELIA NATIONAL ENTERPRISE, LLC, a Florida limited liability company

[Signature]
Kai Wu
(Name Printed)

By: Amelia National-Nassau Limited Partnership,
A Florida Limited Partnership,
Its Managing Member

[Signature]
Sia Richardson
(Name Printed)

By: FL MS III G. P., L. L. C., a Florida limited liability company,
Its General Partner,



By: Hearthstone, Inc., a California corporation
Its ~~Managing Member~~ Manager

By: [Signature]
Tracy Carver,
Senior Vice President

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

The foregoing instrument was acknowledged before me this 23rd day of December, 2007, by Tracy Carver, the Senior Vice President of Hearthstone, Inc., a California corporation, as ~~Managing Member~~ ^{MANAGER} of FL MS III G. P., L. L. C., a Florida limited liability company, the General Partner of Amelia National-Nassau Limited Partnership, a Florida limited partnership, as the Managing Member of **AMELIA NATIONAL ENTERPRISE, LLC**, a Florida limited liability company, on behalf of the company.



Angie Wong
(Print Name ANGIE WONG)
NOTARY PUBLIC, State of California
Commission # 1532078
My Commission Expires: 12/4/2008
Personally Known
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

Exhibit "A"

LEGAL DESCRIPTION
AMELIA NATIONAL UNIT ONE BOUNDARY

A PARCEL OF LAND, BEING A PORTION OF SECTIONS 26, 27, 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, OF SAID SECTION 27, AND RUN THENCE SOUTH 00°06'24" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, OF SAID SECTION 27, A DISTANCE OF 1,320.39 FEET, TO A POINT, BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 29; RUN THENCE SOUTH 00°05'34" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1, AND THEN ALONG THE WESTERLY LINE OF GOVERNMENT LOT 2, ALL IN SECTION 29, A DISTANCE OF 1,799.48 FEET, TO A POINT; RUN THENCE NORTH 86°00'00" WEST, A DISTANCE OF 795.27 FEET, TO A POINT; RUN THENCE NORTH 81°00'00" WEST, A DISTANCE OF 1,800.00 FEET, TO A POINT; RUN THENCE NORTH 84°00'00" WEST, A DISTANCE OF 1,250.70 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1,992.43 FEET, TO A POINT ON THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF A PROPOSED 150 FOOT RIGHT OF WAY, AS SHOWN ON A SKETCH BY PRIVETT AND ASSOCIATES, DATED DECEMBER 17, 1999, DRAWING No. B-3-309(B)-12-96; RUN THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PROPOSED 150 FOOT RIGHT OF WAY, THE FOLLOWING SEVEN(7) COURSES AND DISTANCES:

- COURSE No. 1: NORTH 80°00'00" WEST, A DISTANCE OF 2,532.28 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;
- COURSE No. 2: THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,909.86 FEET, THROUGH A CENTRAL ANGLE OF 26°00'00" TO THE RIGHT, AND ARC DISTANCE OF 866.67 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°00'00" WEST, 859.25 FEET;
- COURSE No. 3: NORTH 54°00'00" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 550.61 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;
- COURSE No. 4: THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 954.93 FEET, THROUGH A CENTRAL ANGLE OF 52°00'00" TO THE RIGHT, AN ARC DISTANCE OF 866.67 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°00'00" WEST, 837.23 FEET;
- COURSE No. 5: NORTH 02°00'00" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,381.51 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;
- COURSE No. 6: THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 5,729.58 FEET, THROUGH A CENTRAL ANGLE OF 01°27'00" TO THE LEFT, AN ARC DISTANCE OF 145.00 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°43'30" WEST, 145.00 FEET;
- COURSE No. 7: NORTH 03°27'00" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 406.32 FEET, TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN 25 FOOT WIDE UTILITY EASEMENT DESCRIBED IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 164, PAGE 580 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTHERLY LINE OF SAID 25 FOOT WIDE UTILITY EASEMENT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
 - COURSE No. 1: NORTH 87°43'05" EAST, A DISTANCE OF 1,428.54 FEET, TO A POINT;
 - COURSE No. 2: NORTH 88°40'45" EAST, A DISTANCE OF 820.40 FEET, TO A POINT;
 - COURSE No. 3: NORTH 38°10'15" EAST, A DISTANCE OF 1,419.45 FEET, TO A POINT;
 - COURSE No. 4: NORTH 38°55'25" EAST, A DISTANCE OF 359.25 FEET, TO A POINT;THENCE NORTH 53°00'00" EAST, DEPARTING FROM AFORESAID NORTHERLY EASEMENT LINE, A DISTANCE OF 313.17 FEET, TO A POINT; RUN THENCE NORTH 37°00'00" EAST, A

DISTANCE OF 354.32 FEET, TO A POINT; RUN THENCE NORTH 00°00'00" WEST, A DISTANCE OF 277.67 FEET, TO A POINT; RUN THENCE SOUTH 87°00'00" EAST, A DISTANCE OF 335.30 FEET, TO A POINT ON THE WESTERLY LINE OF NASSAU LAKES SUBDIVISION PHASE 1-B, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID NASSAU LAKES SUBDIVISION PHASE 1-B, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
COURSE No. 1: SOUTH 18°07'47" EAST, A DISTANCE OF 498.06 FEET, TO A POINT;
COURSE No. 2: SOUTH 68°12'42" EAST, A DISTANCE OF 655.25 FEET, TO A POINT;
COURSE No. 3: NORTH 77°22'52" EAST, A DISTANCE OF 2,340.00 FEET, TO THE SOUTHWESTERLY CORNER OF TRACT "D", OF AFORESAID NASSAU LAKES SUBDIVISION PHASE 1-B; RUN THENCE NORTH 89°29'45" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "D", AND THEN ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 89, A DISTANCE OF 649.80 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LANDS, AND TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD No. 107, (A 66 FOOT PUBLIC ROAD RIGHT OF WAY, AS CURRENTLY ESTABLISHED); RUN THENCE SOUTH 04°32'33" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 107, A DISTANCE OF 577.44 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 27, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 796, PAGE 1442; RUN THENCE SOUTH 89°39'09" WEST, ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 27, A DISTANCE OF 935.49 FEET, TO THE NORTHWEST CORNER THEREOF, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 28,782,497 SQUARE FEET, OR 660.75 ACRES, MORE OR LESS, IN AREA.

LEGAL DESCRIPTION PREPARED BY:
A & J LAND SURVEYORS, INC.
DATED: February 28, 2002

LEGAL DESCRIPTION
AMELIA NATIONAL UNIT TWO BOUNDARY

A PARCEL OF LAND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND RUN NORTH $89^{\circ}35'23''$ EAST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2,643.15 FEET, TO THE WESTERLY LINE OF GOVERNMENT LOT 4, OF SAID SECTION 29; RUN THENCE NORTH $00^{\circ}05'34''$ WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 947.75 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH $00^{\circ}05'34''$ WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, AND THEN ALONG THE WESTERLY LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2,609.08 FEET, TO A POINT; RUN THENCE NORTH $86^{\circ}00'00''$ WEST, A DISTANCE OF 795.27 FEET, TO A POINT; RUN THENCE NORTH $81^{\circ}00'00''$ WEST, A DISTANCE OF 1,800.00 FEET, TO A POINT; RUN THENCE NORTH $84^{\circ}00'00''$ WEST, A DISTANCE OF 1,250.70 FEET, TO A POINT; RUN THENCE SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 1992.43 FEET, TO A POINT ON THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF A PROPOSED 150 FOOT RIGHT OF WAY, AS SHOWN ON SKETCH BY PRIVETT AND ASSOCIATES, DATED DECEMBER 17, 1999, DRAWING No. B-3-309(B)-12-96; RUN THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PROPOSED 150 FOOT RIGHT OF WAY, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

COURSE No. 1: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,273.34 FEET, THROUGH A CENTRAL ANGLE OF $20^{\circ}17'00''$ TO THE RIGHT, AN ARC DISTANCE OF 450.78 FEET, TO THE POINT OF TANGENCY, OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ}51'30''$ EAST, 448.43 FEET;

COURSE No. 2: THENCE SOUTH $59^{\circ}43'00''$ EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,260.24 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 1,050.00 FEET, THROUGH A CENTRAL ANGLE OF $31^{\circ}34'37''$ TO THE LEFT, AN ARC DISTANCE OF 578.68 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $75^{\circ}30'18''$ EAST, 571.38 FEET;

COURSE No. 4: THENCE NORTH $88^{\circ}42'23''$ EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,015.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 5: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,200.00 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ}00'26''$ TO THE RIGHT, AN ARC DISTANCE OF 398.09 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $81^{\circ}47'24''$ EAST, 396.26 FEET;

COURSE No. 6: THENCE SOUTH $72^{\circ}17'11''$ EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 366.85 FEET, TO A POINT ON THE AFORESAID WESTERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 29, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 9,373,307 SQUARE FEET, OR 215.18 ACRES, MORE OR LESS, IN AREA.

LEGAL DESCRIPTION PREPARED BY:
A & J LAND SURVEYORS, INC.
DATED: February 28, 2002