

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE AMENITIES FOR THE RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE AMENITIES FOR THE RESIDENCES (the "Declaration") is made this 9<sup>th</sup> day of November, 1998, by ECOVENTURE WGV, LTD., a Florida limited partnership (the "Developer").

**WITNESSETH:**

A. WHEREAS, the Developer is the owner of the real property described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Properties").

B. WHEREAS, the Developer intends to develop certain recreational facilities including, without limitation, a clubhouse, swimming pool, tennis amenities, and community services facility on the Common Areas (as defined herein) which facilities will be available for use by the Owners (as defined herein).

C. WHEREAS, the Developer deems it desirable to create a not-for-profit association defined as the Amenities Association herein to manage the Common Areas, and it shall operate, maintain and administer all of the Common Areas and shall administer and enforce the covenants, conditions and restrictions, limitations and easements set forth herein. The Amenities Association shall also collect and disburse the assessments to pay for the foregoing services in a manner as set forth hereinafter.

D. WHEREAS, Developer may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Properties to the Amenities Association (as hereinafter defined), and the Amenities Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members (as defined herein).

E. WHEREAS, Developer hereby declares that all of the property described in Exhibit "A" and any additional properties subjected to this Declaration by the Supplemental Declaration (as defined in Article I) shall be held, sold and conveyed subject to the following

easements, restrictions, covenants, obligations and conditions which shall run with title to the real property subject to this Declaration.

NOW, THEREFORE, Developer, and the Amenities Association, declare that the Properties described in Exhibit "A", attached hereto and incorporated herein by reference together with any and all additions as may hereafter be made thereto, is and shall be owned, used and conveyed subject to the covenants, conditions, restrictions and all other provisions of this Declaration, which shall run with the Properties and be binding on and inure to the benefit of all parties having any right, title or interest in the Properties or any part thereof and their heirs, successors and assigns.

## ARTICLE I DEFINITIONS

Section 1.1 "Amenities Association" means The Amenities Association for The Residences, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.2 "Base Assessment" means the assessments levied on all Units subject to assessment under Section 7.1 to fund the Common Expenses for the general benefit of all Units, as more particularly described in Article VII.

Section 1.3 "Board of Directors or "Board"" means the body responsible for administration of the Amenities Association, selected as provided in this Declaration and the By-Laws.

Section 1.4 "Common Areas" means all real property located on Exhibit B attached hereto and incorporated herein, or which is declared in any Supplemental Declaration to be the "Common Areas" and all improvements and equipment located in or on the Common Areas, including, without limitation, (i) any private roadways, signage, entry gate, entry features, swales and berms, street lights, pedestrian paths and irrigation systems; and (ii) any pools, maintenance facilities, recreation facilities, clubhouse, community service facility, and parking facilities located on the Common Areas. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Amenities Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Amenities Association. The Developer hereby dedicates as Common Areas the property legally described on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Amenities Association.

Section 1.5 "Common Expenses" means all expenses incurred by the Amenities Association in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.6 "Developer" means Ecoventure WGV, Ltd., a Florida limited partnership, its affiliates and its successor(s), assign(s) or affiliates of any or all of its rights under this Declaration who own title to any portion of the Properties described in Exhibit "A" or Exhibit A-1 for the purpose of development and/or resale in the ordinary course of business and who is designated as a Developer in a recorded instrument executed by the immediately preceding Developer.

Section 1.7 "Member" means a Person entitled to membership in the Amenities Association as provided in Section 3.1.

Section 1.8 "Owner" means a record holder of fee simple title to any Unit located within the Properties, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

Section 1.9 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.10 "Supplemental Declaration" means an instrument executed by the Developer, for so long as it owns any portions of the Properties for the purpose of development or sale in the ordinary course of business or thereafter by the Amenities Association, and recorded in the Public Records of St. Johns County for the purpose of adding to the Properties, that certain real property legally described on Exhibit A-1 attached hereto, withdrawing any portions thereof from the effect of this Declaration, designating a portion of the Properties as a Common Area or for any other purpose contemplated in this Declaration.

Section 1.11 "Properties" means all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article IV hereof.

Section 1.12 "Unit" means (i) a condominium unit together with the undivided share of the common element which is appurtenant to the unit, (ii) an apartment or townhome, (iii) a residential home, or (iv) duplex; provided, however, Unit shall not include the Common Areas or any portion thereof. For purposes of this Declaration, a Unit shall come into existence when a Certificate of Occupancy is issued by the appropriate governmental entity or when the Amenities Association, in its reasonable discretion determines it to be substantially complete.

## ARTICLE II PROPERTY RIGHTS

Section 2.1 Common Areas. The Common Areas, are hereby dedicated to the joint and several non-exclusive use in common of the Members in the manner specified in this Declaration and all Members' respective permitted lessees, guests, families, and invitees, all as provided and regulated in this Declaration or otherwise by the Amenities Association. Every Member shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) This Declaration, the Bylaws of the Amenities Association and any other applicable covenants;
- (b) Any restriction or limitations contained in any deed conveying such property to the Amenities Association; and
- (c) The rights of the Amenities Association pursuant to Section 5.3 hereof and the rights of the Developer pursuant to Section 4.3 hereof;

Any Member may extend his or her right of use and enjoyment to the members of his or her family, lessees, and invitees, subject to reasonable Board regulation. A Member who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit, provided the Member has notified the Board of the lease.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

#### Section 3.1 Membership.

(a) Every Owner, including the Developer, shall be a Member of the Amenities Association. Membership is mandatory and automatic with ownership of a Unit and shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Amenities Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Amenities Association.

(b) Members' rights, powers, duties, and privileges shall be as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Amenities Association. A copy of the Articles of Incorporation of the Amenities Association is attached hereto as Exhibit "C" and incorporated herein by reference and a copy of the Bylaws is attached hereto as Exhibit "D" and incorporated herein by reference.

#### Section 3.2 Multiple Owners of a Unit.

(a) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit. If any Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Amenities Association, as the voting member for that Unit. Failure by all Owners of a Unit (except in the case of a husband and wife who are the sole owners of the Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Amenities Association. In the case a husband and wife are the sole owners of the Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Unit. The appearance at any meeting of any co-owner of a Unit shall constitute that Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and

voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Unit may be designated as a voting member for each Unit which he or it owns, and may cast one (1) vote for each such Unit.

(b) There shall be one (1) voting member for each Unit pursuant to this Declaration and amendments hereto.

**Section 3.3 Board of Directors.** All the affairs, policies, regulations and property of the Amenities Association shall be controlled and governed by the Board of Directors of the Amenities Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board. The election of the Directors is prescribed in the Articles attached hereto.

#### **ARTICLE IV DEVELOPER'S RIGHTS AND POWERS**

##### **Section 4.1 Additions to the Properties.**

(a) Developer shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add all or any part of the lands legally described in Exhibit A-1 attached hereto to the Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF UNITS, THE NUMBER OF POTENTIAL MEMBERS OF THE AMENITIES ASSOCIATION AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE AMENITIES ASSOCIATION. At the time any additional lands are made subject to this Declaration, Developer may also record an instrument which:

- (1) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
- (2) creates new provisions applicable only to such additional lands; or
- (3) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- (4) does any, all, or none of the above.

(b) The execution and recordation of this Declaration shall not be construed to require Developer to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

**Section 4.2 Withdrawal of Property and Allotment.** The Developer reserves the right to amend this Declaration so long as Developer owns land in the Properties for development or for sale in the ordinary course of business, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Developer, its affiliates, or the

Amenities Association from coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Developer's plan for the Properties. In order to remove property from the coverage of this Declaration, the Developer shall record in the Public Records of St. Johns County, Florida, a Supplemental Declaration describing the property to be removed from the coverage of this Declaration.

Section 4.3 Common Areas.

(a) So long as the Developer owns land in the Properties for development or for sale in the ordinary course of business:

- (i) Developer may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Amenities Association within or without the Properties for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Amenities Association must accept from Developer any such conveyance, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are dedicated, conveyed, leased, licensed or a use right is granted to the Amenities Association.
- (ii) The Amenities Association shall not accept from any person other than Developer a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written consent of the Developer or the Board of Directors after the Developer is no longer selling Units in the ordinary course of business of developing said Units.
- (iii) Developer shall have the right, and the power, to regulate and control the external design and appearance of the Common Areas in such a manner as Developer deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Properties as a place to live.
- (iv) Any type use of the Common Areas shall be subject to the prior written approval of Developer or the Board of Directors after the Developer is no longer selling Units in the ordinary course of business or developing said Units.
- (v) Developer shall have the right in its sole discretion to grant easements, licenses, or use rights for the Common Areas to persons that are not Members. The Board of Directors shall have the right

to grant easements, licenses and use rights for the Common Areas to persons that are not Members after the Developer is no longer selling Units in the ordinary course of business or developing said Units.

(b) The Developer reserves the right to have independent third parties operate within the Common Areas and provide additional services for Unit Owners and such services will be paid specifically by the Unit Owners on a use basis only. If a Unit Owner does not use the service, the Unit Owner will not be charged any fees.

(c) Any real property conveyed, leased or the use of which has been granted by Developer or any third party to the Amenities Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Developer owns any Unit located in the Properties for development or for sale in the ordinary course of business, the Developer shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Amenities Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Amenities Association or other entity, nor the recordation of any other instrument subjecting any land in the Properties to protective covenants, and restrictions shall obligate or require Developer or any other Person to grant any right, power, duty or privilege of any nature or kind to the Amenities Association or other entity; or obligate or require Developer to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Properties for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, and/or alteration of any improvements or facilities on the Common Areas or elsewhere in the Properties as the Developer and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Developer and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Developer and its affiliates within the Properties, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Amenities Association holds title to the applicable Common Areas as of any relevant time.

#### Section 4.4 Enforcement and Inaction.

(a) So long as the Developer owns land in the Properties for development or for sale in the ordinary course of business, Developer shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this

Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Amenities Association, or to an Owner, or to any other Person. In the event Developer expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Amenities Association shall immediately reimburse the Developer for such expenditure. Failure by Developer, or by the Amenities Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Developer no longer owns any land in the Properties for development or sale in the ordinary course of business, the Amenities Association shall have the right and power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Developer or the Amenities Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VII.

## ARTICLE V AMENITIES RIGHTS AND POWERS

Section 5.1 Function of the Amenities Association Generally. The Amenities Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Amenities Association shall also be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Common Areas as the Board may adopt. The Amenities Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law.

Section 5.2 Maintenance, Operation and Repair of Common Areas. The Amenities Association shall be responsible for maintenance, operation and repair of the following:

- (a) All signage located in the Common Areas;
- (b) Any Common Areas including any improvements on such Common Areas; and
- (c) The landscaping throughout the Common Areas.

Section 5.3 Management of Common Areas. The Amenities Association's authority to manage the Common Areas, shall include:

- (a) The right to establish rules and regulations governing the use of the Common Areas;



(b) The right to suspend a Member's right to use the Common Areas for any period during which any assessments against the Member's Unit or any obligation of the Member to the Amenities Association remains unpaid, and for a reasonable period during or after any infraction of the Amenities Association's rules and regulations;

(c) The right to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(d) The right to borrow money for the purpose of improving the Common Areas or property which is to be publicly dedicated but required to be upgraded or maintained by any local, state or federal government agency, and in aid thereof to mortgage the same;

(e) The right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(f) Subject to the limitations contained in this Declaration, the right to grant easements to all or any part of the Common Areas;

(g) The right and obligation to establish a budget for its fiscal operations and to establish the assessments needed for such fiscal year;

(h) The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Amenities Association, including the Articles of Incorporation and Bylaws of the Amenities Association, and any rules and regulations governing use and enjoyment of the Common Areas, adopted by the Amenities Association; and

(i) The right to enter into contracts for the maintenance of the landscaped areas and roadways which are part of the Common Areas; and

(j) The right to enter into a management agreement with a licensed community association manager, for purposes of retaining the manager to perform all management bookkeeping, and administrative services for the Amenities Association.

Section 5.4 Insurance. The Amenities Association shall use reasonable efforts to maintain insurance on the Common Areas, in such amounts and with such companies as the Board deems appropriate. All liability and hazard insurance policies shall name the Developer as an additional insured so long as it owns property in the Property for the sale in the ordinary events of business.

Section 5.5 Conveyances to Amenities Association. Developer may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Properties to the Amenities Association, and the Amenities Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members.

Section 5.6 Unit Owner Functions. If Unit Owners reserve a portion of the Common Areas upon the consent of the Board, the Unit Owner(s) shall be solely responsible for the costs of preparation, clean-up and restoration. The Board has the right to require a security deposit for any reservation of a portion of the Common Areas.

## ARTICLE VI MEMBERS' RIGHTS

Section 6.1 Members' Rights and Easements. Subject to the terms and conditions of this Declaration, every Member shall have a right of enjoyment and use in and an easement to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Unit.

### Section 6.2 Delegation of Right.

(a) A Member may delegate his right of use and easement to Common Areas to the members of his family, to residential tenants who reside on the Member's Unit, and to the Member's guests and invitees, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in this Declaration, the Bylaws and in accordance with the Amenities Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Amenities Association's rules and regulations by such Person shall be deemed to be an infraction by such Member.

## ARTICLE VII ASSESSMENTS

### Section 7.1 Assessments and Personal Obligation.

(a) The Amenities Association, through its Board of Directors, shall have the power to make and collect assessments as are provided for by any applicable law, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Amenities Association for operation, maintenance and management of the Common Areas and any reserves for the improvements of the Common Areas by the Amenities Association.

(c) All notices of assessments from the Amenities Association to the Unit Owners shall designate when they are due and payable.

## Section 7.2 Developer's Duties and Obligations With Respect to Assessments.

(a) The Developer shall not be liable for the payment of assessments on the Units that it owns during the period that the Developer has guaranteed the budget since the Developer guarantees to each Unit Owner that assessment of Common Expenses imposed upon each Unit Owner (other than the Developer) will not exceed Fifty-nine and 79/100 Dollars (\$59.79) per month for the period beginning upon recording this Declaration through the remainder of first fiscal year, Sixty-five and 76/100 Dollars (\$65.76) per month for the period for the second fiscal year, and Seventy-two and 33/100 Dollars (\$72.33) per month for the period from the first day of the third fiscal year through the end of the guarantee period. The guarantee period commences with the recording of this Declaration and continues until the expiration of twenty four (24) months from the date of recording this Declaration or turnover of control of the Association, whichever occurs earlier ("Initial Termination Date"). The Amenities Association's fiscal year shall be from January 1 through December 31, unless the Board determines otherwise. During such period, the Developer will pay to the Amenities Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board, provided the guarantee amount shall remain the same as the last period set forth above.

## Section 7.3 Lien.

(a) The Amenities Association has a lien on each Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest which are incident to the collection of the assessment with respect to said Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of St. Johns County, Florida, and provide for the description of the Unit, the name of the record owner, the name and address of the Amenities Association, the amount due and the due dates.

## Section 7.4 Priority and Extinguishment of the Lien.

(a) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(i) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Amenities Association; or

(ii) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Amenities Association as a defendant in the foreclosure action. Joinder of the Amenities Association is not required if, on the date the complaint is filed, the Amenities Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the Mortgagee.

The person acquiring title shall pay the amount owed to the Amenities Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Amenities Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(b) In addition to the lien rights set forth above, the Amenities Association shall be entitled to collect interest at a rate determined by the Amenities Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Amenities Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Amenities Association shall be applied first to any interest accrued by the Amenities Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(c) The Amenities Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

#### Section 7.5 Computation of Base Assessment.

(a) The Amenities Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne equally by all Unit Owners. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

Section 7.6 Exempt Property. The following property shall be exempt from payment of all Assessments:

(a) All Common Areas;

- (b) Any property dedicated to and accepted by any governmental authority or public authorities; and
- (c) Any property designated as a conservation easement.

**Section 7.7** Fines. The Amenities Association, in its sole discretion, may impose a fine or fines upon any Owner for failure to comply with the rules and regulations adopted by the Board or the Amenities Association, in accordance with the following procedures and those set forth in Article VI, Section 2 of the Bylaws:

- (a) Notice. The Amenities Association shall notify the Owner of the non-compliance and advise the Owner that it shall have three (3) days to cure said non-compliance, unless said non-compliance cannot be cured within three (3) days, in which case the Owner shall diligently pursue curing the non-compliance and shall have a reasonable period of time to effectuate said cure.
- (b) Fines. The Amenities Association may impose fines up to \$50.00 for each violation.
- (c) Payment of Fines. Fines should be paid no later than thirty (30) days after notice of the imposition.
- (d) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

## ARTICLE VIII EASEMENTS

The respective rights and obligations of the Members, the Amenities Association, the Developer, and others concerning easements affecting The Amenities for The Residences shall include the following:

**Section 8.1** Easement For Utilities, Etc. Developer hereby reserves for the benefit of itself, its successors and assigns and the Amenities Association, perpetual blanket easements upon, across, above and under all the Properties, which easements shall be for access, ingress, egress, installation, construction, repair, maintenance and replacement of utility services for the Common Areas or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways and security systems. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling on a Unit. The exercise of this easement shall not unreasonably interfere with the use of any Unit. This reserved easement may be assigned by Developer by written instrument to the Amenities Association, and the Amenities Association shall accept the assignment upon such terms and conditions as are acceptable to Developer. If this reserved easement is assigned to the Amenities Association, the Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service.

Section 8.2 Easement For Maintenance of Common Areas. The Developer and Amenities Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Properties, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair of the Common Areas. The exercise of this easement shall not unreasonably interfere with the use of any Unit. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

Section 8.3 Easement for Irrigation, Collection for Stormwater Runoff and Flood Water. The Developer reserves for itself, its successors and assigns, and the Amenities Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of the Properties to (a) install, keep, maintain, operate and replace pumps and transmission lines in order to provide water for the irrigation of any of the Common Areas; (b) construct, maintain and repair any structure designed to transmit, divert, collect or retain water; and (c) remove trash and other debris. The exercise of this easement shall not unreasonably interfere with the use of any Unit. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Properties.

Section 8.4 Restriction on Owner Easements. No Owner, except for the Developer so long as it owns any Unit in the Properties for development or for sale in the ordinary course of business, shall grant any easement upon any portion of the Properties to any Person or entity, without the prior written consent of the Developer. Once Developer no longer owns any Unit in the Properties for development or for sale in the ordinary course of business, the prior written consent of the Amenities Association shall be required in order for an Owner to grant an easement upon any portions of the Properties.

Section 8.5 Sign, Entryway and Gate Easement. The Developer hereby reserves for itself, its successors and assigns, the Amenities Association, and any condominium association, the non-exclusive right and easement, upon any part of the Properties to install, keep, maintain, operate and replace all signs, entryway and gate features identifying any Condominiums located on the Properties. The exercise of this easement shall not unreasonably interfere with the use of any Unit nor entitle the holders to construct nor install any sign, entryway or gate feature over, under or through any existing residential dwelling on a Unit.

Section 8.6 Cross Easements. Developer, for itself and for the owners of residences constructed on the lands described as Tract I on Exhibit "A-1" attached, and the association(s) operating such lands described on Exhibit "A-1" attached, reserves a perpetual non-exclusive easement for utilities, drainage and ingress and egress, together with the right to maintain and repair same, over, under and across those portions of the Common Areas not occupied by a building.

Section 8.7 Community Service Facility Building. The Developer, for itself, the Amenities Association, and any association operating any residences constructed on the lands described as Tract I on Exhibit "A-1" attached hereto, reserves a perpetual nonexclusive easement for ingress, egress, and use of that certain Community Service Facility located on the Common Areas. The Developer, the Amenities Association and/or any other association operating the lands described on Tract I of Exhibit "A-1" attached hereto may delegate and/or

assign said right to any entity providing maintenance and/or cleaning services to any of the residences located on the lands described on Tract I of Exhibit "A-1".

**Section 8.8 Cross Easement.** Unless limited by the Declaration for a particular neighborhood development, all unit owners, lessees and guests in all residences developed as separate developments on any of the lands described in Exhibit "A-1" to this Declaration, shall have and are hereby granted a perpetual, non-exclusive license (subject to termination as provided herein) for the use of any recreational or common facilities constructed on the Common Areas, subject to the following conditions of use:

1. All such users must abide by all non-discriminatory rules and regulations promulgated by the Board of Directors of the Association; and

2. The unit owner must pay an annual use fee to the Association, established by the Board of Directors of the Association. The use fee shall be reasonably based on a pro rata sharing by all unit owners in the properties and land described on Exhibit "A-1" attached hereto of the expenses of insuring, maintaining, operating, and repairing the recreational and other common facilities on the Common Areas. The fee will be established on an annual basis and shall be due and payable in such manner as the Board of Directors of the Association determines.

If a unit owner fails to abide by the rules and regulations promulgated by the Board of Directors of the Association or to pay its annual use fee to the Association, the Unit Owner's license to use said recreational or common facilities shall terminate and the unit owner shall be prohibited from using such recreational or common facilities.

## ARTICLE IX SECURITY

**Section 9.1 Security.** The Amenities Association, may, but shall not be obligated to maintain or support certain activities within the Properties designed to make the Properties safer than otherwise might be. NEITHER THE AMENITIES ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OF DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTIES IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEM OR SECURITY MEASURES UNDERTAKEN WILL, IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE AMENITIES ASSOCIATION, ITS BOARD OF DIRECTORS AND ASSOCIATIONS, DEVELOPER AND ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE

TO PERSONS, UNITS AND TO THE CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES. EACH OWNER FURTHER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO HOLD DEVELOPER, AND ANY SUCCESSOR DEVELOPER(S), HARMLESS FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO PERSON(S), UNIT(S) AND TO OTHER CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES AND FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

## ARTICLE X

### SAINT JOHNS-NORTHWEST MASTER AND SAINT JOHNS-NORTHWEST RESIDENTIAL

Section 10.1 Construction. The Properties are subject to Declaration Restrictions for Saint Johns-Northwest Master, as amended (the "Master Declaration"), and the Declaration of Covenants and Restrictions for Saint Johns-Northwest Residential, as amended (the "Residential Declaration"). In the case of any inconsistencies between the terms of this Declaration, the Residential Declaration and/or the Master Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Residential Declaration and/or the Master Declaration, and, in that event, the terms of said declaration shall control. The Amenities Association shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration and the Residential Association pursuant to the Residential Declaration. Moreover, the Amenities Association shall take no action in derogation of the rights of, or contrary to, the interests of the Residential Association and the Master Association.

## ARTICLE XI

### GENERAL PROVISIONS

Section 11.1 Declaration of General Protective Covenants Run With the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Developer or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then Owners of sixty percent (60%) of the Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 11.2 Nonliability of Developer. The Developer shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.



Section 11.3 Amendment. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, until Developer transfers control of the Amenities Association as set forth in the Articles of Incorporation, Developer may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration; provided, however, such amendment shall not materially adversely alter the common scheme and development of the Property. The prior consent of any mortgagee who has only a mortgage on any Unit(s) sold to a third party is not required in order to amend or modify this Declaration. In addition to any other rights of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the of the Members at a meeting duly called for such purpose pursuant to the Bylaws of the Amenities Association; provided, however, that no amendment shall be made which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any one or more of the Units, or any other record owners of liens thereon; except if such amendment is for the purpose to correct any error or omission in this Declaration or in other documentation required by law. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the written consent of such Developer to any such amendment.

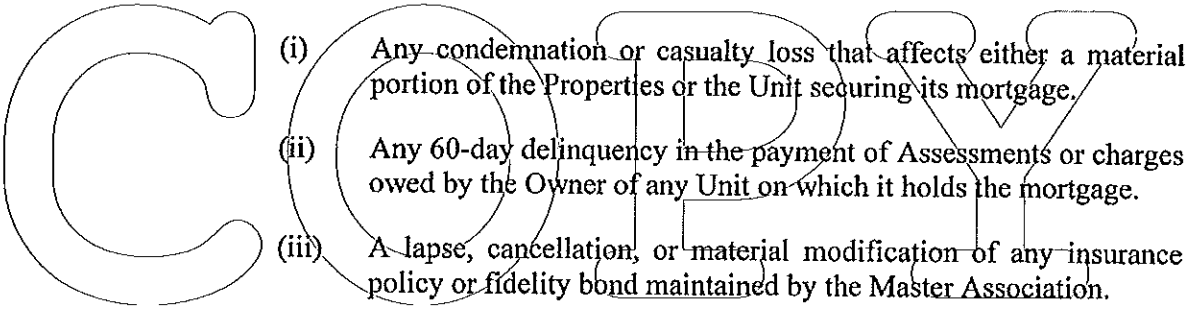
Section 11.4 Consent by Institutional Mortgagees. The approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Units in the Properties shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Amenities Association which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) subordination of assessment liens;
- (c) insurance or fidelity bonds;
- (d) boundaries of any Unit which is security for a mortgage of record; and
- (e) any provisions which are for the express benefit of the mortgagees or insurers or guarantors of recorded first mortgages on individual condominium units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Amenities Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Amenities Association within thirty (30) days shall be deemed to have approved such addition or amendment.

Section 11.5 Notice to Institutional Mortgagees.

(a) Upon written request to the Amenities Association, Institutional Mortgagees will be entitled to timely written notice:

- 
- (i) Any condemnation or casualty loss that affects either a material portion of the Properties or the Unit securing its mortgage.
  - (ii) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
  - (iii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.
  - (iv) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(b) In the event that any Owner or Institutional Mortgagee furnishes a written request to the Amenities Association specifying the name and address of the Institutional Mortgagee and of the Unit in which it holds an interest, the Amenities Association shall give written notice to the Institutional Mortgagee of any default of the Owner of such Unit in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Institutional Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Developer nor the Amenities Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of a defaulting owner, unless the default remains in remedy for a period of thirty (30) days after the Institutional Mortgagee's receipt of the written notice.

Section 11.6 Additional Rights of Institutional Mortgagees. Institutional Mortgagees shall have the following rights:

(a) Upon written request by an Institutional Mortgagee to the Amenities Association. The Institutional Mortgagee is entitled to a copy of the financial statements of the Amenities Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Amenities Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Amenities Association, current copies of the Declaration, Bylaws, other rules concerning the Properties, and the books, records and financial statement of the Amenities Association.

Section 11.7 Other Documents. Developer, the Amenities Association, any Condominium Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no

such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 11.8 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 11.9 Dissolution. In the event of dissolution of the Amenities Association, in accordance with the terms of its Articles of Incorporation, each Unit shall continue to be subject to the Base Assessment specified in Article VII and each Owner shall continue to be personally obligated to Developer or the successor or assigns of the Amenities Association as the case may be, for Assessments to the extent that such assessments are required to enable Developer or any such successor or assign acquiring any real property previously owned by the Amenities Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used, as otherwise provided for in Article V for the common use, enjoyment and benefit of the Owners.

Section 11.10 Gender. Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 11.11 Notices.

1. To Developer. Notice to Developer as may be required herein shall be in writing and delivered or mailed to Developer at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Developer.

2. To Amenities Association. Notice to the Amenities Association as may be required herein or the Bylaws of the Amenities Association shall be in writing and delivered or mailed to the Amenities Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Amenities Association.

3. To Owner. Notice to any Owner of a violation of any of these restrictions, notice of Assessments or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of St. Johns County, Florida, or, if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of St. Johns County, Florida. In the event the Unit is owned in a condominium form of ownership, notice shall be mailed to the principal place of business of the Condominium Association.

Section 11.12 Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein, including the Preamble.

Section 11.13 Arbitration of Claims. In the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer, which claim is in excess of One Thousand Dollars (\$1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of the Condominium Property, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

1. The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.
2. Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then-current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.
3. Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.
4. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Condominium Property and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day

time period referenced in this Section 11.13.4. shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

5. The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 11.13.4. above.

6. As to those matter the Developer elects to correct, upon completion of all corrective work the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

7. For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.

8. The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

9. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

10. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing

of The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

IN WITNESS WHEREOF, Developer hereby executes this Declaration of Master Covenants, Conditions and Restrictions in its name by the undersigned authorized officer of its managing general partner as of the day and year first above written.

Witnesses:

ECOVENTURE WGV, LTD.,  
a Florida limited partnership

By: ECOVENTURE WGV, INC.,  
a Florida corporation,  
general partner

Lynne Blow  
Print Name: Lynne Blow

Elizabeth F. Scott  
Print Name: Elizabeth F. Scott

By: Bryan L. Weber  
Print Name: Bryan L. Weber  
Its: Vice President

Address: 500 Royal Pines Parkway  
St. Augustine, Florida 32092

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 9th day of November, 1998, by Bryan L. Weber, as S.R.V.P. of Ecoventure WGV, Inc., a Florida corporation and general partner, on behalf of the limited partnership. He/She is personally known to me or provided \_\_\_\_\_ as identification.

Elizabeth F. Scott  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_




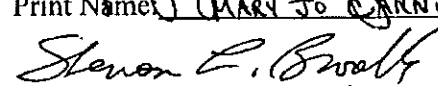
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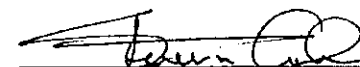
# CONSENT BY MORTGAGEE

The undersigned, holder of that certain Mortgage recorded in O.R. Book 1230, beginning on Page 0866, of the Public Records of St. Johns County, Florida, as amended by that certain Modification of Mortgage recorded in O.R. Book 1276, beginning on Page 368 of the Public Records of St. John's County, Florida and re-recorded in O.R. Book 1299, beginning on Page 154 of the Public Records of St. John's County, Florida, as amended and restated by that certain Amended and Restated Mortgage and Security Agreement, which is attached as Attachment "A" to that certain Mortgage Modification and Spreader Agreement dated March 27, 1998, and recorded in O.R. Book 1308, beginning on Page 1216 of the Public Records of St. Johns County, Florida, as further amended by that certain Third Mortgage Modification and Future Advance Agreement recorded in O.R. Book 1341, beginning on Page 1572 of the Public Records of St. Johns County, Florida (collectively, the "Mortgage"), hereby consents to this **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE AMENITIES FOR THE RESIDENCES** (the "Amenities Declaration"), and acknowledges that its consent precludes it from exercising any rights under the Mortgage that would permit it to foreclose and/or terminate the Amenities Declaration, and the terms and conditions contained therein.

WITNESSES:

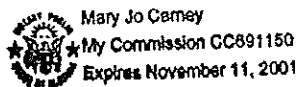
NATIONSBANK, N.A.,  
a national banking association,  
as successor by merger to Barnett Bank, N.A.

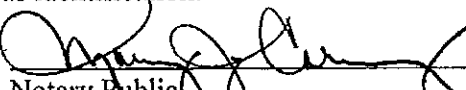
  
Print Name: MARY JO CARNEY  
  
Print Name: Sherron L. Brooks

By:   
Print Name: STEVEN H. COHN  
Print Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Consent of Mortgagee was acknowledged before me this 10<sup>th</sup> day of November, 1998, by Steven H. Cohn, as Sr. Vice President of NATIONSBANK, N.A. a national banking association, on behalf of the bank, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public  
Print Name: MARY JO CARNEY  
Commission No. \_\_\_\_\_  
My Commission Expires: 11/11/01