

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MARINA SAN PABLO

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

**G. Todd Cottrill, Esquire
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202**

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MARINA SAN PABLO

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**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MARINA SAN PABLO**

THIS DECLARATION is made this 24th day of October, 2006 by **VCP-SAN PABLO, LTD.**, a Florida limited partnership (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 **Annual General Master Assessments**. Assessments levied against all Owners for the purposes set forth in Section 5.2(a) of this Declaration.

Section 2.2 **Annual Marina Assessments**. Assessments levied against all Slip Owners for the purposes set forth in Section 5.2(b) of this Declaration.

Section 2.3 **Association**. The Marina San Pablo Master 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 2.4 **Board**. The Board of Directors of the Association.

Section 2.5 **Common Area**. All real property (including easements, licenses and rights to use real property), fixtures 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.

Section 2.6 **Developer**. VCP-San Pablo, Ltd., a Florida limited partnership, 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 portions of such rights in connection with conveyances of 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 VCP-San Pablo, Ltd. as the Developer of the Property is not intended and shall not be construed, to impose upon VCP-San Pablo, Ltd. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from VCP-San Pablo, Ltd., and develop and resell the same.

Section 2.7 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear or side Lot line and the nearest shore line of the Marina or Intracoastal Waterway adjacent to the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. All parking spaces and Marina Slips owned by the Association within the Property shall be considered Limited Common Area subject to the exclusive use of the assigned Permitted Owner, unless the right to use such parking space or Marina Slip is assigned to the Association in which case it shall become Common Area. Any question concerning the boundary of a Limited Common Area shall be determined by the Board, which shall be entitled to make special rules and regulations concerning the use and maintenance of any Limited Common Area.

Section 2.8 **Lot**. Each platted single family lot located within the Property. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association.

Section 2.9 **Marina**. Those certain boat mooring facilities that are or will be located within the Property and which are more particularly described in Article X hereof.

Section 2.10. **Marina Slip**. Any boat slip located within the Marina and depicted on the attached **Exhibit C**.

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

Section 2.12 **Property**. 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 Article III of this Declaration.

Section 2.13 **PUD**. Planned Unit Development Ordinance Number 2001-818-E, as enacted by The City of Jacksonville, as the same may be amended from time to time.

Section 2.14 **Subassociation**. Any association formed as a Florida non-profit corporation whose members are comprised of Owners.

Section 2.15 **Slip Owner** Those persons who have purchased an exclusive right to use a Marina Slip from the Developer pursuant to Article X of this Declaration.

Section 2.16 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

Section 2.17 **Unit**. Any residential dwelling unit located within the Property that is declared to the condominium form of ownership by a declaration of condominium recorded in the public records of Duval or St. Johns County, Florida.

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 Unit, 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 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 Duval 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. The use of such Additional Lands shall be limited to residential or commercial uses and industrial use shall only be permitted if such use directly serves 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 Duval 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 one hundred twenty (120) days after the Developer shall no longer own any Lot or Unit or any portion of the Property, 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) The rights of the Developer to lease or grant exclusive licenses to Owners and non-Owners for the use of boat slips and related mooring facilities that are located within the Marina. Only those parties who are granted such exclusive licenses (the "Slip Owners@) shall have a right of access to or use of the boat slips and related mooring facilities located within the Marina; and
- (g) 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 (including rights to use Marina Slips) and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or 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 contiguous). For so long as the Developer shall own any Lot or Unit, 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 Unit, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Unit, 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 Duval 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 above, or subsequently designated as such by the Developer

pursuant to Section 4.1 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 Duval County, Florida, and in accordance with the PUD. Notwithstanding any provision of this Declaration to the contrary, the Association shall be responsible for the maintenance, operation and repair 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. The Association shall also be responsible for maintenance of the Marina, including, but not limited to, maintenance of all docks within the Marina, water quality and water level of the Marina, and bulkheads surrounding the Marina. 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.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association 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 Marina and Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association in accordance with the requirements of this Declaration or as provided by law. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Maintenance System for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a

perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District. The easement reserved hereby shall not be exercised by any party in a manner that 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 Marina Slip Owner and Owner of a Lot or Unit within the Property hereby covenants, and by acceptance of an assignment to use a Marina Slip or 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 master and/or marina 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 Unit 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) **Annual Master Assessments.** The annual assessments levied by the Association against all Owners shall be used for the purposes of operational and maintenance 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. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance and repair of all or any portion of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District Permit No. 4-031-83836, as amended from time to time, including, but not limited to, work within retention areas, drainage structures and drainage easement and all other 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. The maintenance responsibilities of the Association related to maintenance of the Marina when and if it should be added to the Declarations as a Common Area shall include the requirement to maintain the Marina's bulkhead, water level, water quality, security features, harbormaster, and any other costs related to the Marina other than maintenance related exclusively to the Marina docks and Marina Slips.

(b) **Annual Marina Assessments**. The annual assessments levied by the Association against all Slip Owners to be used exclusively for the operation and maintenance expenses, management and accounting fees, taxes, insurance, utility charges and other expenses related to the Marina Slips and docks and to provide common services to the Slip Owners 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 Marina Slips and docks.

(c) **Special Master Assessments**. 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 in the same manner as provided in Section 5.3(a) hereof.

(d) **Special Marina Assessments**. The Board of Directors may levy special marina assessments for any purpose related to the Marina Slips and docks pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which this Association shall become a party. Special Marina Assessments shall be allocated among all Slip Owners pursuant to Section 5.2(b) of this Declaration.

Section 5.3 **Calculation and Collection of Assessments**. Annual Master and Marina 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 and Slip Owners shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners and Slip Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Lot, Unit or Marina Slip (exclusive of Area Assessments, as such terms are defined in Section 5.4 hereof) is hereby established to be, and shall not exceed, One Hundred Thirty-Two and 86/100 Dollars (\$132.86) per Lot or Unit and One Hundred Eighty-Eight and 09/100 Dollars (\$188.09) per Marina Slip. From and after December 31, 2006, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Lot or Unit, such annual increases to be cumulative and self-operative. Further, by a vote of not less than two-thirds of the members of the Board of Directors, the foregoing assessment amount per Lot or Unit may be increased above the ten percent (10%) limitation set forth in this Section 5.3(a). For purposes of determining the amount of any increase in annual

assessments, the amount of any special assessment, Area Assessments shall not be taken into account.

(b) All Master and/or Marina annual and special assessments shall be established at a uniform rate per Lot, Unit or Marina Slip. All Area Assessments shall be allocated on an equal basis among the particular Lots, Units and Marina Slips that are subject to such assessments.

(c) The assessment obligations of each Owner or Slip Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. 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 Units 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.

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 Units 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. Notwithstanding this Section 5.4. Slip Owners shall not be subject to Area Assessments.

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 Duval County, Florida, a claim of lien stating the description of the Marina Slip, Lot or Unit encumbered thereby, the name of the Owner or Slip 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 or Slip 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 or Slip Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner or Slip Owner demanding that such proceedings be commenced, such Owner or Slip Owner shall be authorized to institute such proceedings on behalf of the Association. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner or Slip Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner or Slip Owner, the Association shall provide such Owner or Slip Owner with a written statement of all assessments and other charges due or to become due from such Owner or Slip 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 Marina Slip, Lot or Unit 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 Marina Slip, Lot or Unit shall be added to the Association's total budget and shall be paid by all Owners or Slip Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Marina Slip, Lot or Unit 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 Marina Slips, Lots, Units, and other portions of the Property owned by the Developer shall not be subject to any Master and/or Marina 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 Unit 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 Marina Slips, Lots and Units 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 Marina Slips, Lots or Units within the Property.

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. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot or Unit without the prior written consent of the Association.

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.

Section 6.3 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, cable and other utility services other than water and sewer service for service to the portions of the Property owned by such Owner. Water and sewer service may be directly provided to the Association who will then submeter such service to each Lot or Unit. The Owner of such Unit or Lot shall be responsible for paying the Association or the Association's designee for their proportionate use of the water and sewer service.

ARTICLE VII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 7.1 **Common 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. As long as the Developer owns any Lot, Unit, Marina Slip, or any portion of the Property, Developer may seek to amend the PUD to allow inclusion within the PUD of any additional lands that the Developer has subjected to this Declaration in accordance with Section 3.2 above. The Owners agree to not contest such PUD amendment and shall execute any consents required by Developer in connection with the PUD amendment.

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 so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

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 relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Unit 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, resolve, declare 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, electronic mail 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.

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 Unit, 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 visual and acoustical privacy and 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 or the Developer's designee 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 or the Developer's designee 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.

Section 8.2 **Review Procedures**. The Developer or the Developer's designee 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 the Property. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Such criteria may be included as a deed restriction in the deed of conveyance to any Lot or Unit. Such deed restriction may be enforced by Developer, Developer's designee, or the Master Association. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. 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 AConstruction 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.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by 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 Unit 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 its reserved rights under this Article VIII to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII. Upon such assignment, 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.

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.

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-200203118 (IP-JJS) ISSUED BY THE ACOE AND PERMIT NUMBER 4-031-83836, 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 ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. 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 UNIT 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 UNIT, 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 UNIT 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 OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER 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
MARINA

Section 10.1 **Construction, Use and Maintenance**. The Developer intends to expand the Marina located within the Property to include up to ninety (90) individual Marina Slips and associated mooring facilities. Upon acquisition of all necessary permits and completion of construction of the Marina, the Developer may, but is not obligated to convey the Marina to the Association as Limited Common Area, subject to the Developer's exclusive right to use all Marina Slips. The Association shall accept such conveyance and assume all obligations of the Developer in the applicable permits. Neither ownership of a Lot or Unit, nor membership in the Association shall grant any Owners the right to use a Marina Slip. Developer, in its sole discretion, may assign such exclusive right to use a Marina Slip(s) to any Owner or non-Owner who has individually, or through membership in an incorporated property owners' association, entered into a cross-access or cost sharing agreement with the Association related to the use of the Marina and the Marina Slips ("Permitted Owner") pursuant to the procedure set forth in Section 10.2 below. Any such use of the Marina Slips is subject to any covenants granted or reserved by this Declaration, to the Developer, the Association, or any other specific beneficiary provided in this Declaration. So long as the Developer is the owner of any Lot or Unit, or retains the right to use any Marina Slip, the Developer reserves the right to modify the Marina and any permits or approvals associated therewith in its sole discretion without the consent of any other party. The Association and Slip Owners shall maintain the Marina in accordance with the provisions of Article V of this Declaration. So long as the Developer is the owner of any Lot or Unit, the right to use any Marina Slip, the Developer shall enact rules and regulations related to use of the Marina Slips. Upon the Developer's sale of the right to use all Marina Slips, the Board may modify and enforce such rules and regulations applicable to the use of the Marina Slips. Developer may at its sole discretion, assign the right to use any Marina Slip to the Association.

Section 10.2. **Marina Slip Assignment**. The Developer, in its sole discretion, reserves the right to assign any and all Marina Slips to any Permitted Owner for whatever consideration Developer deems appropriate. All assignments of Marina Slips shall be made in writing, but shall not be recorded in the Duval County Public Records ("Marina Slip Assignment"). The Association shall maintain a record ("Assignment Book") to memorialize the current assignment of each Marina Slip. A Permitted Owner who has acquired a Marina Slip from the Developer or any other Permitted Owner shall have the right, at any time after the Developer has assigned all available Marina Slips, to a Permitted Owner or the Association to transfer or assign any of its Marina Slips to any other Permitted Owner. Upon assignment of such Marina Slip, the marina slip assignee shall promptly

provide a copy of the Marina Slip Assignment to the Association for recording in the Assignment Book.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 **Ground Leased Land.** Where all or any part of a Lot or Unit 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 Unit 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.

Section 11.3.2 Fines. 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) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

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

(h) 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 does not materially and adversely affect the value of any Lot or Unit located within the Property. 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, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 11.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the ACOE Permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for compliance with the ACOE Permit. 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 Duval County, Florida.

Section 11.12 **Maintenance of Lots and Limited Common Areas.** After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 11.13 **Intracoastal Waterway Limited Common Area.** The Lots adjacent to the boundary for the Intracoastal Waterway shall have the land from the back Lot line to the mean high water line of the Intracoastal Waterway, and bounded by the extension of the side Lot lines ("Shore Parcels") as Limited Common Area for the exclusive benefit of such Lot. Each Shore Parcel shall be owned by the Association, but be Limited Common Area of the adjacent Lot. The Shore Parcels are subject to the terms and conditions of that certain Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way No. DACW17-9-04-0071, as amended from time to time ("Shore Parcel Permit"). The Owners of the relevant Lots shall comply with all terms and conditions of the Shore Parcel Permit with respect to the Shore Parcel adjacent to such Lot and the Association may pursue any remedy provided under this Declaration against any Owner violating said Shore Parcel Permit. Although the Association may bulkhead the Shore Parcels, construction of any other improvements (other than a sprinkler system) or landscaping other than grass shall be prohibited.

Section 11.14 **Parking Spaces.** Developer intends to construct parking spaces within the portions of the Property not within the boundary of any condominium property or Lot. The Developer shall assign the land upon which the Parking Spaces are located to the Association as

Limited Common Areas, but shall retain the exclusive right to use such Parking Spaces. Developer, at its sole discretion, reserves the right to assign any and all Parking Spaces to any Permitted Owner for whatever consideration Developer deems appropriate. All assignment of Parking Spaces shall be made in writing, but shall not be recorded in the Duval County Public Records ("Parking Space Assignment"). The Association shall record the current assignment of each parking space in the Assignment Book. A Permitted Owner who has acquired a Parking Space from the Developer or any other Permitted Owner, shall have the right, at any time after Developer has assigned all available parking spaces, to transfer or assign any of its parking spaces to a Permitted Owner or the Association, to transfer or assign any of its parking spaces to any other Permitted Owner. Upon assignment of such parking space, the Parking Space Assignee shall promptly provide a copy of the Parking Space Assignment to the association for recording in the Assignment Book.

Section 11.15 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, 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 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 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 BANKS, SLOPES, OR WATER BODIES LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 9th day of October, 2006.

Signed, sealed and delivered in the presence of:

VCP-SAN PABLO, LTD., a Florida limited partnership

By: VCP-SAN PABLO, LLC, a Florida limited liability company, its general partner

By: VESTCOR, INC., a Florida corporation, Its Manager

[Signature]
Print Name: Severina T. Menor

By: [Signature]
Print: Mark T. Farrell
Its: President

[Signature]
Print Name: Cheryl A Hill

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 9th day of October, 2006, by Mark T. Farrell, the President of Vestcor, Inc., a Florida corporation, the Manager of VCP-San Pablo, LLC, a Florida limited liability company, on behalf of the company.



[Signature]
(Print Name Cheryl A Hill)
NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION (OF RECORD PLAT PARCEL)

A PORTION OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE DUVAL COUNTY AND ST. JOHNS COUNTY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAN PABLO ROAD (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID EASTERLY RIGHT-OF-WAY LINE BEING 80-FOOT EAST OF THE LINE DIVIDING RANGE 28 EAST AND SAID RANGE 29 EAST, SAID RANGE LINE ALSO BEING THE ORIGINAL CENTERLINE OF SAID SAN PABLO ROAD; THENCE NORTH 00°44'56" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1347.00 FEET; THENCE NORTH 89°23'37" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5448, PAGE 1053, 45.70 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF J. TURNER BUTLER BOULEVARD (STATE ROAD NO. 202), AS ESTABLISHED BY THE JACKSONVILLE TRANSPORTATION AUTHORITY PROJECT NUMBER 72292-3504 AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 44°05'07" EAST, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 215.13 FEET; THENCE NORTH 68°46'29" EAST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT-OF-WAY, 427.20 FEET; THENCE NORTH 89°19'51" EAST, ALONG THE SOUTHERLY LINE OF LAST SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 254.07 FEET; THENCE SOUTH 00°40'09" EAST, 37.62 FEET; THENCE SOUTH 35°25'57" WEST, 40.86 FEET; THENCE SOUTH 00°40'09" EAST, 232.87 FEET; THENCE SOUTH 27°00'44" EAST, 55.22 FEET; THENCE NORTH 89°18'28" EAST, 666.72 FEET; THENCE NORTH 75°00'00" EAST, 86.94 FEET; THENCE NORTH 00°00'00" WEST, 27.95 FEET; THENCE NORTH 75°00'00" EAST, 84.33 FEET; THENCE NORTH 89°18'28" EAST, 165.63 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 90.05 FEET, A CHORD BEARING AND DISTANCE OF NORTH 64°38'58" EAST, 150.03 FEET; THENCE NORTH 90°00'00" EAST, 5.93 FEET; THENCE NORTH 00°00'00" WEST, 55.36 FEET; THENCE NORTH 44°39'14" EAST, 35.68 FEET; THENCE NORTH 89°18'28" EAST, 123.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN PLAT BOOK 14, PAGE 74 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 11°16'01" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.57 FEET; THENCE SOUTH 89°18'28" WEST, 1,334.41 FEET; THENCE NORTH 00°48'12" WEST, 100.00 FEET; THENCE SOUTH 89°18'28" WEST, 3.00 FEET; THENCE NORTH 00°40'09" WEST, 210.47 FEET; THENCE NORTH 45°32'31" WEST, 27.64 FEET; THENCE SOUTH 89°31'55" WEST, 81.00 FEET; THENCE SOUTH 68°46'29" WEST, 185.09 FEET; THENCE SOUTH 83°32'09" WEST, 104.00 FEET; THENCE SOUTH 68°46'29" WEST, 150.61 FEET; THENCE SOUTH 44°05'07" WEST, 142.64 FEET; THENCE SOUTH 89°23'37" WEST, 84.40 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (OF CONDO PARCEL)

A PORTION OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE DUVAL COUNTY AND ST. JOHNS COUNTY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAN PABLO ROAD (A 200-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID EASTERLY RIGHT-OF-WAY LINE BEING 80-FOOT EAST OF THE LINE DIVIDING RANGE 28 EAST AND SAID RANGE 29 EAST, SAID RANGE LINE ALSO BEING THE ORIGINAL CENTERLINE OF SAID SAN PABLO ROAD; THENCE NORTH 00°44'56" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1347.00 FEET; THENCE NORTH 89°23'37" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 5448, PAGE 1053, 45.70 FEET TO THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF J. TURNER BUTLER BOULEVARD (STATE ROAD NO. 202), AS ESTABLISHED BY THE JACKSONVILLE TRANSPORTATION AUTHORITY PROJECT NUMBER 72292-3504; THENCE NORTH 44°05'07" EAST, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 215.13 FEET; THENCE NORTH 68°46'29" EAST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT-OF-WAY, 427.20 FEET; THENCE NORTH 89°19'51" EAST, ALONG THE SOUTHERLY LINE OF LAST SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 254.07 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 89°19'51" EAST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 845.93 FEET; THENCE NORTH 00°40'09" WEST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 50.00 FEET; THENCE NORTH 89°19'51" EAST, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, 513.28 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN PLAT BOOK 14, PAGE 74 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 19°55'01" WEST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 183.67 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 11°16'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 17.70'; THENCE SOUTH 89°18'28" WEST 123.66 FEET; THENCE SOUTH 44°39'14" WEST, 35.68 FEET; THENCE SOUTH 00°00'00" EAST, 55.36 FEET; THENCE SOUTH 90°00'00" WEST, 5.93 FEET TO A POINT OF CURVE OF A NON TANGENT CURVE, THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 90.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°38'58" WEST, 150.03 FEET; THENCE SOUTH 89°18'28" WEST, 165.63 FEET; THENCE SOUTH 75°00'00" WEST, 84.33 FEET; THENCE SOUTH 00°00'00" EAST, 27.95 FEET; THENCE SOUTH 75°00'00" WEST, 86.94 FEET; THENCE SOUTH 89°18'28" WEST, 666.72 FEET; THENCE NORTH 27°00'44" WEST, 55.22 FEET; THENCE NORTH 00°40'09" WEST, 232.87 FEET; THENCE NORTH 35°25'57" EAST, 40.86 FEET; THENCE NORTH 00°40'09" WEST, 37.62 FEET TO THE POINT OF BEGINNING.

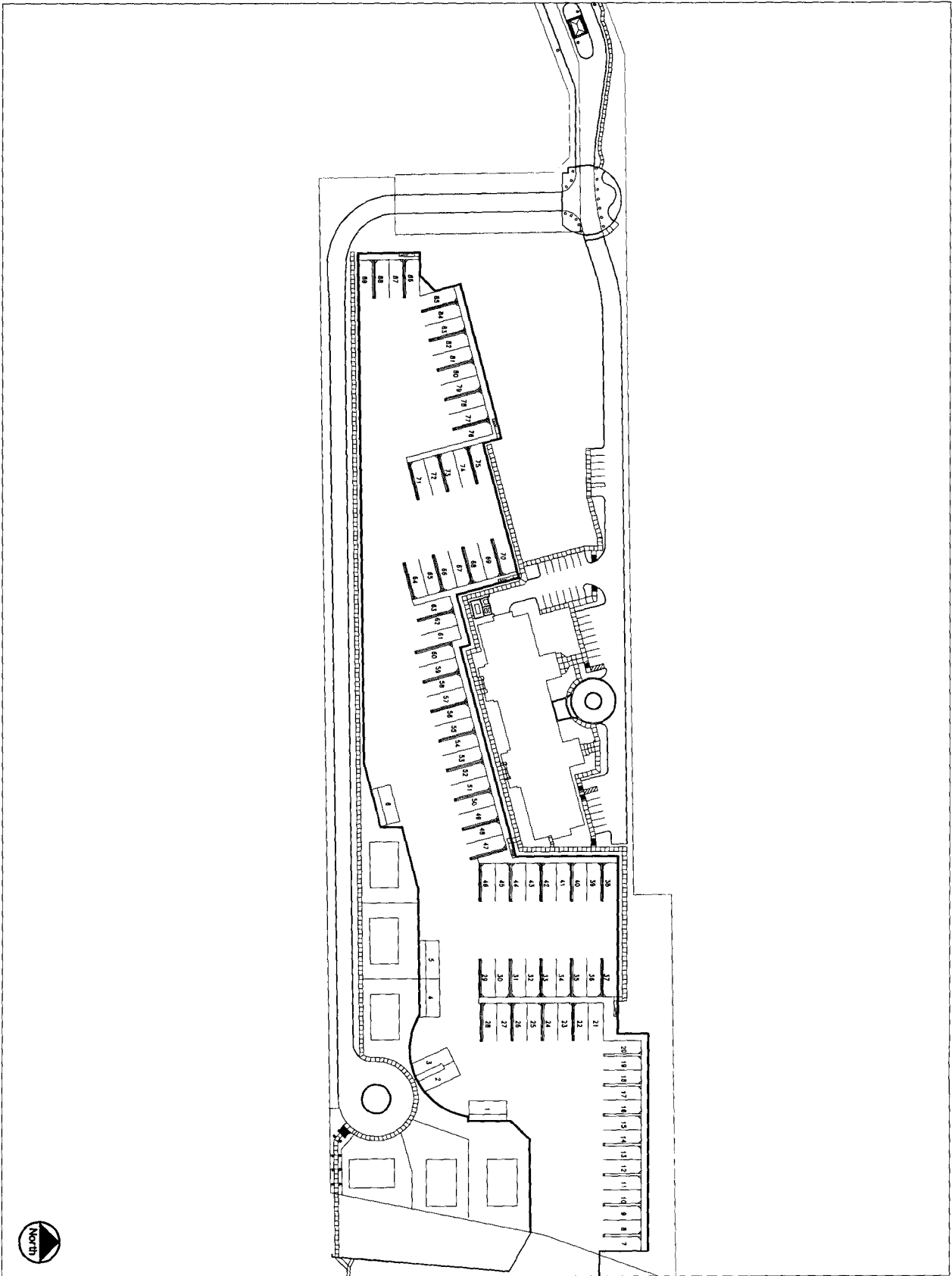
EXHIBIT B

LEGAL DESCRIPTION OF PHASE I, MARINA SAN PABLO CONDOMINIUM ENTRANCE PARCEL:

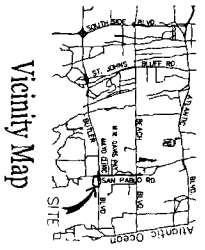
A PORTION OF THE JOSEPH PEAVETT GRANT, SECTION 38, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION POINT OF THE DUVAL COUNTY AND ST. JOHNS COUNTY LINE WITH THE EASTERLY RIGHT OF WAY LINE OF SAN PABLO ROAD (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID EASTERLY RIGHT OF WAY LINE BEING 80 FEET EAST OF THE LINE DIVIDING RANGE 28 AND 29 EAST, SAID RANGE LINE ALSO BEING THE ORIGINAL CENTERLINE OF SAID SAN PABLO ROAD; THENCE NORTH 00°44'56" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1347.00 FEET; THENCE NORTH 89°23'37" EAST, ALONG THE NORTHERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5448, PAGE 1053 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 45.70 FEET TO A POINT SITUATE ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (STATE ROAD NO. 202), AS ESTABLISHED BY THE JACKSONVILLE TRANSPORTATION AUTHORITY PROJECT NUMBER 72292-3504 FOR A POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 44°05'07" EAST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 215.13 FEET; THENCE NORTH 68°46'29" EAST AND CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 427.20 FEET; THENCE NORTH 89°19'51" EAST, ALONG THE SOUTHERLY LINE OF SAID LIMITED ACCESS RIGHT OF WAY LINE (SAID J. TURNER BUTLER BOULEVARD BEING A UNIFORM 400 FEET IN WIDTH ALONG THIS LINE), 1034.85 FEET; THENCE SOUTH 00°40'09" EAST, 27.70 FEET; THENCE SOUTH 86°12'55" WEST, 19.35 FEET; THENCE SOUTH 74°46'35" WEST, 75.04 FEET; THENCE NORTH 15°28'24" WEST, 17.63 FEET; THENCE SOUTH 87°37'55" WEST, 65.43 FEET; THENCE SOUTH 00°52'07" EAST, 21.06 FEET; THENCE SOUTH 21°57'54" WEST, 23.05 FEET; THENCE SOUTH 13°43'05" EAST, 24.67 FEET; THENCE SOUTH 74°51'04" WEST, 23.02 FEET; THENCE NORTH 15°08'56" WEST, 24.12 FEET; THENCE NORTH 52°52'35" WEST, 26.44 FEET; THENCE NORTH 12°07'14" WEST, 31.99 FEET; THENCE SOUTH 74°55'47" WEST, 87.20 FEET; THENCE SOUTH 83°39'54" WEST, 39.80 FEET; THENCE SOUTH 15°55'10" EAST, 68.58 FEET; THENCE NORTH 74°04'50" EAST, 17.65 FEET; THENCE SOUTH 15°08'56" EAST, 34.97 FEET; THENCE SOUTH 74°29'54" WEST, 8.00 FEET; THENCE SOUTH 15°08'56" EAST, 20.37 FEET; THENCE SOUTH 74°43'13" WEST, 28.91 FEET; THENCE NORTH 15°55'10" WEST, 68.92 FEET; THENCE SOUTH 74°04'50" WEST, 21.83 FEET; THENCE NORTH 15°14'32" WEST, 64.74 FEET; THENCE NORTH 74°04'50" EAST, 21.06 FEET; THENCE NORTH 37°53'41" WEST, 28.97 FEET; THENCE SOUTH 88°33'36" WEST, 285.14 FEET; THENCE SOUTH 75°38'19" WEST, 161.21 FEET; THENCE SOUTH 89°31'55" WEST, 157.75 FEET; THENCE SOUTH 68°46'29" WEST, 185.09 FEET; THENCE SOUTH 83°32'09" WEST, 104.00 FEET; THENCE SOUTH 68°46'29" WEST, 150.61 FEET; THENCE SOUTH 44°05'07" WEST, 142.64 FEET TO THE NORTHEASTERLY CORNER OF AN EXISTING PUBLIC STREET AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6780, PAGE 1804; THENCE SOUTH 89°23'37" WEST, ALONG THE NORTHERLY LINE OF SAID EXISTING STREET, 84.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

MARINA SLIPS



SHEET TITLE
**MARINA
 SITE
 PLAN**
EX-1
 SHEET
 NOT RELEASED FOR CONSTRUCTION BY: _____ DATE: _____



Prosser Hallock
PLANNERS & ENGINEERS
 13901 Seawi Park Drive South, Suite 200
 Jacksonville, Florida 32224-0279
 1-904-793-8822 1-904-793-3110 www.prosserhallock.com
 Fla. Certificate of Authorization No.: 0004650

CONSENT AND JOINDER OF MORTGAGEE

AMSOUTH BANK, N.A. ("Mortgagee") is the holder of that certain Mortgage and Security Agreement ("Mortgage") executed by VCP-SAN PABLO, LTD., a Florida limited partnership, recorded at Official Records Book 10623, Page 1206, as modified by Mortgage Modification Agreement Evidencing Future Advance recorded at Official Records Book 10960, Page 1255, Mortgage Modification Agreement Evidencing Future Advance recorded at Official Records Book 11702, Page 1537, Mortgage Modification Agreement Evidencing Renewal Note Including Future Advance, Future Advance Note and Spreader Agreement recorded at Official Records Book 12089, Page 1196, and that certain UCC-1 Financing Statement recorded at Official Records Book 10623, Page 1227, all of the Duval County public records, and other related loan documents evidencing and securing obligations from Mortgagor to Mortgagee (together, the "Loan Documents") all in the current public records of Duval County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Marina San Pablo to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered
in the presence of:

Cheryl D. Edenfield
Print Name: Cheryl D. Edenfield

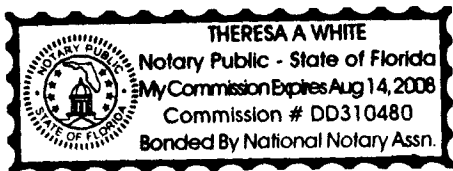
Theresa A. White
Print Name: Theresa A. White

"MORTGAGEE"

Ken A. Filip
AMSOUTH BANK
Print Name: Ken A. Filip

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 11th day of October, 2006, by Ken A. Filip, the Vice President of AmSouth Bank, N.A., on behalf of the Bank.



Theresa A. White
(Print Name Theresa A. White)
NOTARY PUBLIC, State of Florida
Commission # DD 310480
My Commission Expires: Aug. 14, 2008
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____