

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE V

OFFICIAL
RECORDS
BOOK 1364 PAGE 1957

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET, THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO A POINT ON SAID CURVE; THENCE NORTH 66°46'36" WEST, A DISTANCE OF 102.17 FEET; THENCE NORTH 30°50'28" WEST, A DISTANCE OF 53.72 FEET; THENCE NORTH 59°00'24" WEST, A DISTANCE OF 124.13 FEET; THENCE NORTH 76°39'57" EAST, A DISTANCE OF 375.24 FEET; THENCE SOUTH 83°24'07" EAST, A DISTANCE OF 179.02 FEET; THENCE DUE SOUTH, A DISTANCE OF 164.23 FEET; THENCE SOUTH 06°11'58" WEST, A DISTANCE OF 23.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.69 ACRES MORE OR LESS.



Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1950 Chesapeake Square, Suite 200
Jacksonville, Florida 32216
Phone (904) 711-2751 Fax (904) 723-0771
Certification Number LB 6759

EXHIBIT A-1
SHEET 4 OF 8

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VI

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1958

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT (IN SAID RIGHT-OF-WAY LINE); THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°27'08" EAST, A DISTANCE OF 45.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°58'21" EAST AND A CHORD DISTANCE OF 50.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°30'26" EAST, A DISTANCE OF 56.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°54'13" EAST AND A CHORD DISTANCE OF 63.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°41'59" EAST, A DISTANCE OF 56.11 FEET TO THE POINT OF BEGINNING AND THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°28'40" EAST AND A CHORD DISTANCE OF 48.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°15'22" EAST, A DISTANCE OF 70.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°33'38" EAST AND A CHORD DISTANCE OF 28.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°08'06" EAST, A DISTANCE OF 52.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°45'56" EAST AND A CHORD DISTANCE OF 29.18 FEET TO THE POINT OF A COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°44'49" EAST AND A CHORD DISTANCE OF 179.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°10'18" WEST, A DISTANCE OF 29.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°48'44" WEST AND A CHORD DISTANCE OF 30.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°27'10" WEST, A DISTANCE OF 7.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°45'58" EAST AND A CHORD DISTANCE OF 67.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°59'06" EAST, A DISTANCE OF 37.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°47'58" EAST AND A CHORD DISTANCE OF 93.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°23'10" WEST, A DISTANCE OF 40.46 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°42'54" WEST AND A CHORD DISTANCE OF 94.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48°57'22" WEST, A DISTANCE OF 60.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 49.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°22'19" WEST AND A CHORD DISTANCE OF 48.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 43°42'00" WEST, A DISTANCE OF 12.99 FEET; THENCE NORTH 75°15'21" WEST, A DISTANCE OF 277.08 FEET; THENCE NORTH 23°53'32" EAST, A DISTANCE OF 23.96 FEET; THENCE NORTH 19°20'24" EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH 14°54'50" WEST, A DISTANCE OF 40.97 FEET; THENCE NORTH 01°54'55" WEST, A DISTANCE OF 29.02 FEET; THENCE NORTH 49°10'10" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 16.06 FEET; THENCE NORTH 89°57'24" EAST, A DISTANCE OF 192.35 FEET; THENCE NORTH 00°02'36" WEST, A DISTANCE OF 246.39 FEET; THENCE NORTH 15°42'07" EAST, A DISTANCE OF 145.95 FEET; THENCE NORTH 05°20'38" EAST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.16 ACRES MORE OR LESS.



Besant, Harnack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-1991 Fax (904) 721-0171
Certification Number LB 6719

EXHIBIT A-1

SHEET 5 OF 8

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
PHASE VII

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1959

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°38'24" WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.90 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°34'36" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET; THENCE NORTH 06°19'32" EAST, A DISTANCE OF 124.28 FEET; THENCE SOUTH 87°18'54" EAST, A DISTANCE OF 175.60 FEET; THENCE NORTH 00°02'36" WEST, A DISTANCE OF 81.91 FEET; THENCE NORTH 45°16'46" EAST, A DISTANCE OF 64.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°58'21" EAST AND A CHORD DISTANCE OF 50.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°30'26" EAST, A DISTANCE OF 56.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°54'13" EAST AND A CHORD DISTANCE OF 63.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°41'59" EAST, A DISTANCE OF 56.11 FEET; THENCE SOUTH 15°42'07" WEST, A DISTANCE OF 145.95 FEET; THENCE SOUTH 00°02'36" EAST, A DISTANCE OF 246.39 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 192.35 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 75.77 FEET; THENCE NORTH 64°48'06" WEST, A DISTANCE OF 18.24 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.34 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°41'10" WEST AND A CHORD DISTANCE OF 50.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°14'46" WEST, A DISTANCE OF 107.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°31'11" WEST AND A CHORD DISTANCE OF 41.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 173.74 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°06'28" WEST AND A CHORD DISTANCE OF 74.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°04'13" WEST, A DISTANCE OF 20.10 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.42 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°02'16" WEST AND A CHORD DISTANCE OF 50.05 FEET TO A POINT ON SAID CURVE; THENCE NORTH 63°43'49" WEST, A DISTANCE OF 27.60 FEET TO A POINT ON THE AFOREMENTIONED RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°49'59" EAST AND A CHORD DISTANCE OF 79.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 201.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.99 ACRES MORE OR LESS.



Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1000 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2291 Fax (904) 725-0171
Certification Number LB 0719

EXHIBIT A-1
SHEET 6 OF 8

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
PHASE VIII

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1960

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING; THENCE SOUTH 02°27'08" EAST, A DISTANCE OF 45.29 FEET; THENCE SOUTH 45°16'46" WEST, A DISTANCE OF 64.59 FEET; THENCE SOUTH 00°02'36" EAST, A DISTANCE OF 81.91 FEET; THENCE NORTH 87°18'54" WEST, A DISTANCE OF 175.60 FEET; THENCE SOUTH 06°31'32" WEST, A DISTANCE OF 124.26 FEET; THENCE NORTH 68°34'56" WEST, A DISTANCE OF 85.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY AND A POINT ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 533.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°06'48" WEST AND A CHORD DISTANCE OF 519.02 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 36.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°07'23" EAST AND A CHORD DISTANCE OF 68.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°00'24" EAST, A DISTANCE OF 124.13 FEET; THENCE SOUTH 30°50'28" EAST, A DISTANCE OF 53.72 FEET; THENCE SOUTH 66°46'36" EAST, A DISTANCE OF 102.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.87 ACRES MORE OR LESS.

BHR

Bessent, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 731-1991 Fax (904) 725-0171
Certification Number LB 4739

EXHIBIT A-1
SHEET 7 OF 8

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IX

OFFICIAL
RECORDS
BOOK 1364 PAGE 1961

A PART OF SECTION 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'95" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°13'27" WEST AND A CHORD DISTANCE OF 131.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29°25'11" WEST LEAVING SAID RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 22.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°05'03" WEST AND A CHORD DISTANCE OF 85.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°14'56" WEST, A DISTANCE OF 56.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°28'57" WEST AND A CHORD DISTANCE OF 50.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1750.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°05'37" WEST AND A CHORD DISTANCE OF 342.92 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°20'32" WEST AND A CHORD DISTANCE OF 75.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°20'38" WEST AND A CHORD DISTANCE OF 125.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°37'11" WEST AND A CHORD DISTANCE OF 57.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°22'23" WEST AND A CHORD DISTANCE OF 62.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°41'00" EAST AND A CHORD DISTANCE OF 74.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°23'56" EAST, A DISTANCE OF 45.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°05'04" EAST AND A CHORD DISTANCE OF 71.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 120.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°34'32" EAST AND A CHORD DISTANCE OF 103.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°25'00" EAST, A DISTANCE OF 11.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°53'51" EAST AND A CHORD DISTANCE OF 69.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°37'18" WEST, A DISTANCE OF 50.83 FEET; THENCE NORTH 88°22'42" WEST, A DISTANCE OF 75.34 FEET; THENCE SOUTH 17°21'22" WEST, A DISTANCE OF 163.71 FEET; THENCE DUE WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45°23'19" WEST, A DISTANCE OF 99.33 FEET; THENCE SOUTH 77°50'20" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "B" AND "C" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY AND A POINT ON THE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 171.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°58'43" WEST AND A CHORD DISTANCE OF 171.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°10'56" EAST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°08'23" EAST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°18'05" EAST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID ROYAL PINES PARKWAY TO A POINT IN THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°45'08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°45'17" EAST AND A CHORD DISTANCE OF 126.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.88 ACRES MORE OR LESS.

BHR

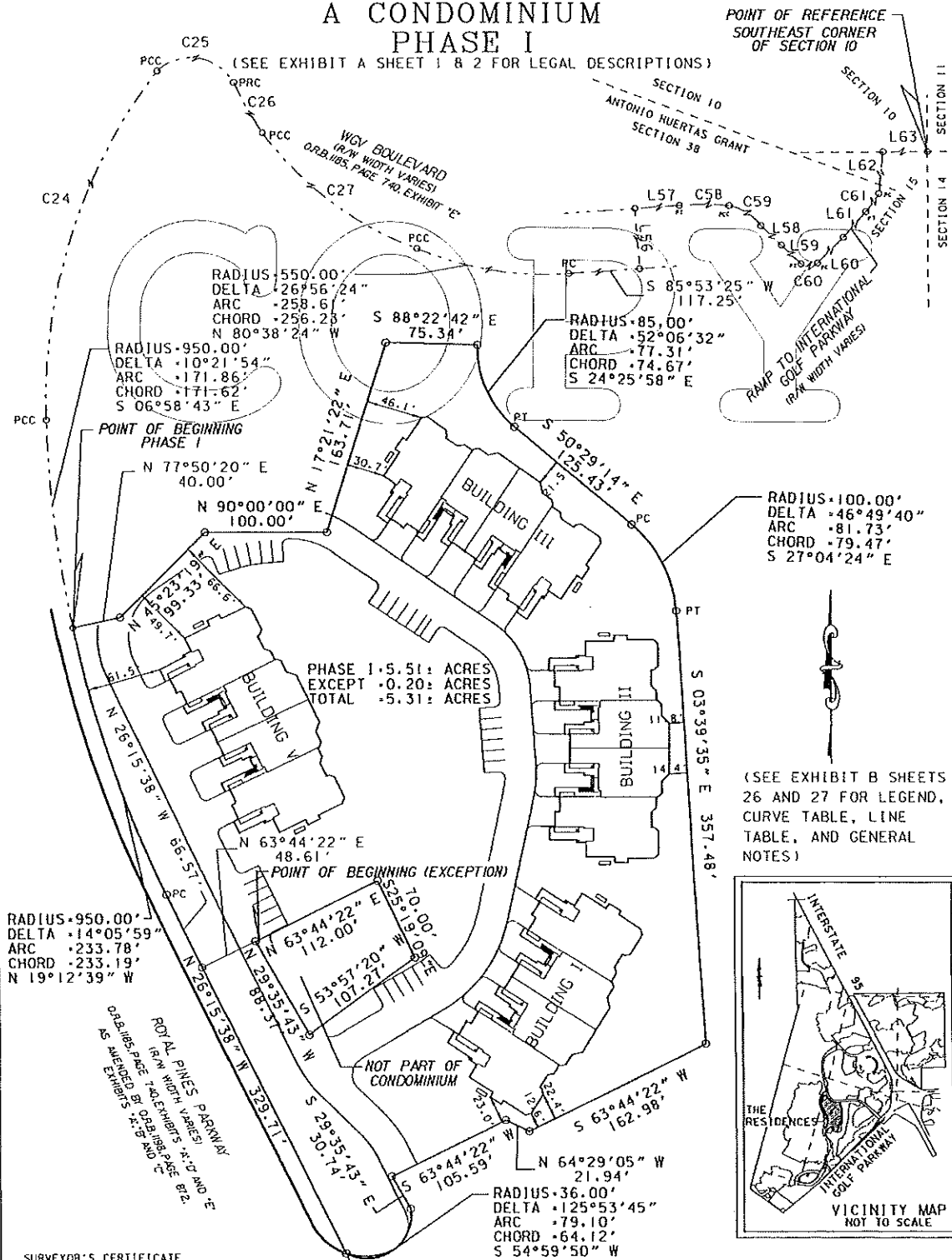
Bessent, Hammett & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1950 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-4111
Certificate Number 18 6731

EXHIBIT A-1

SHEET 8 OF 8

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE I

OFFICIAL
RECORDS
BOOK R. 1364 PAGE PG 1962



SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(1)(C), FLORIDA STATUTES, THE CONSTRUCTION OF IMPROVEMENTS OF THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, PHASES I THROUGH 5, DESCRIBED IN THIS SURVEY, PLAT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS ON EXHIBIT A SHEETS 1 AND 2, EXHIBIT A-1 SHEETS 1 THROUGH 8, AND EXHIBIT B SHEETS 1 THROUGH 27, IS SUBSTANTIALLY COMPLETE (FOR PHASE I, BUILDING III ONLY AT THIS TIME), SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF THE RESIDENCES AT WORLD GOLF VILLAGE (FOR PHASES I THROUGH 5, AS RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND SUPPLEMENTS HERETO, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE IDENTIFICATION, LOCATIONS, AND DIMENSIONS OF THE IMPROVEMENTS AND FURTHER THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

BHR

Bessent, Hammack & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 731-0791 Fax (904) 731-0111
Certification Number J.B. 6739

EXHIBIT B
SHEET 1 OF 27

BRANDA D. CATONE FLA. P.S.M. CERT. NO. 15 5447
DATED: OCTOBER 30, 1998 SCALE: 1" = 100'

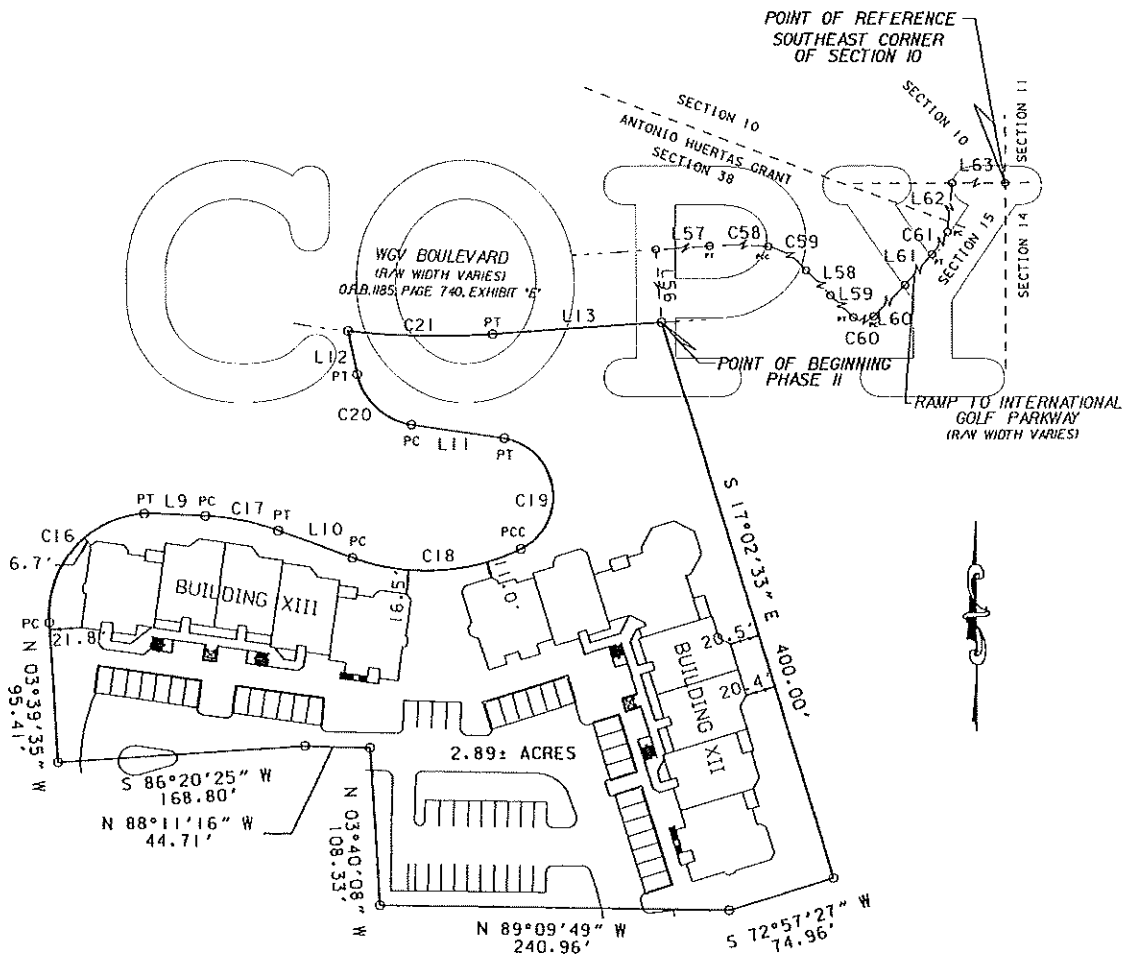
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE II

(SEE EXHIBIT A-1 SHEET 1 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK
O.R. 1364 PG 1963

PAGE



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE, AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND, CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 2 OF 27

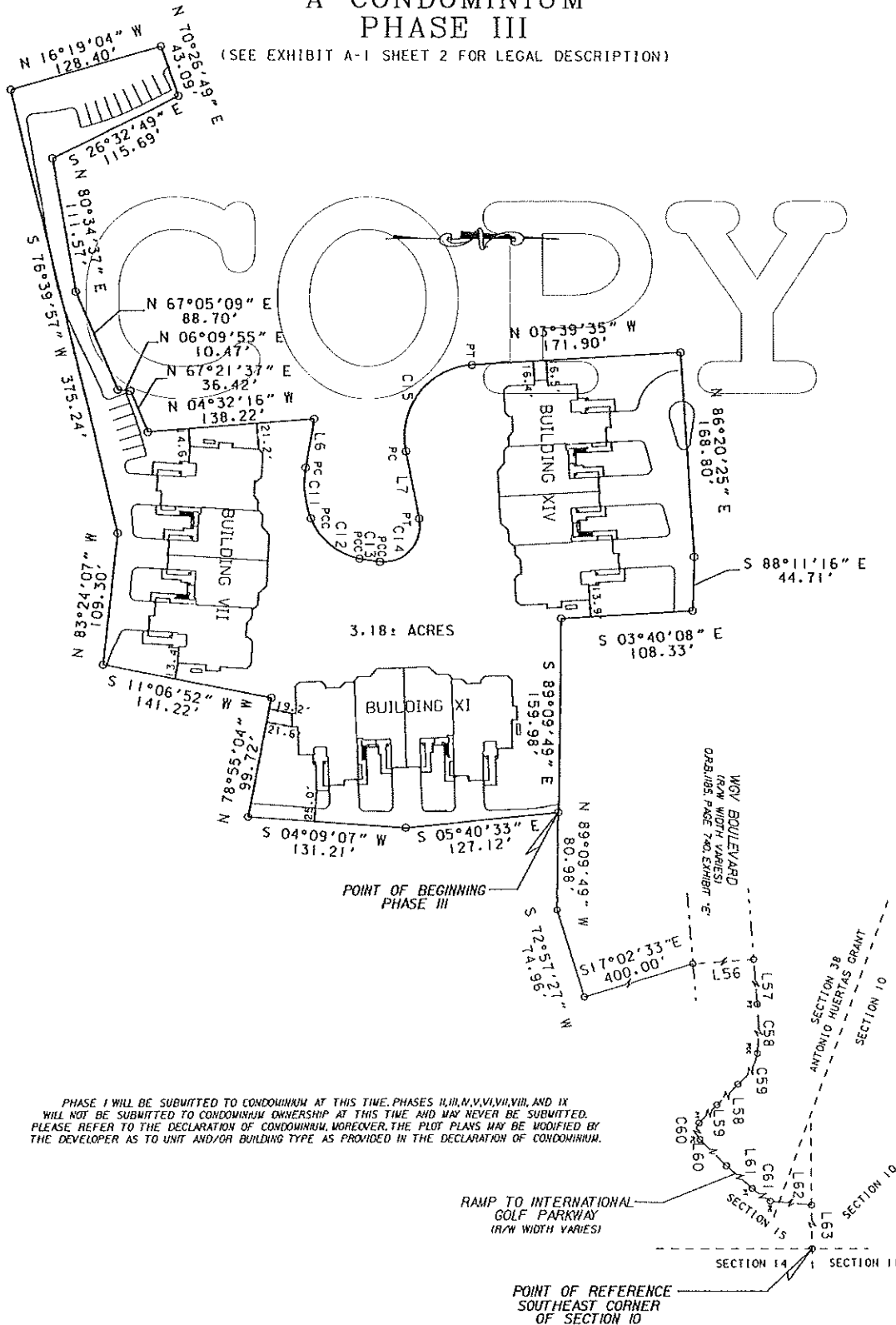


Bessey, Hummick & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-0111
Certification Number E.R. 0019
SCALE: 1" = 100'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE III

OFFICIAL
RECORDS
BOOK R. 1364 PAGE PG 1964

(SEE EXHIBIT A-1 SHEET 2 FOR LEGAL DESCRIPTION)



(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 3 OF 27

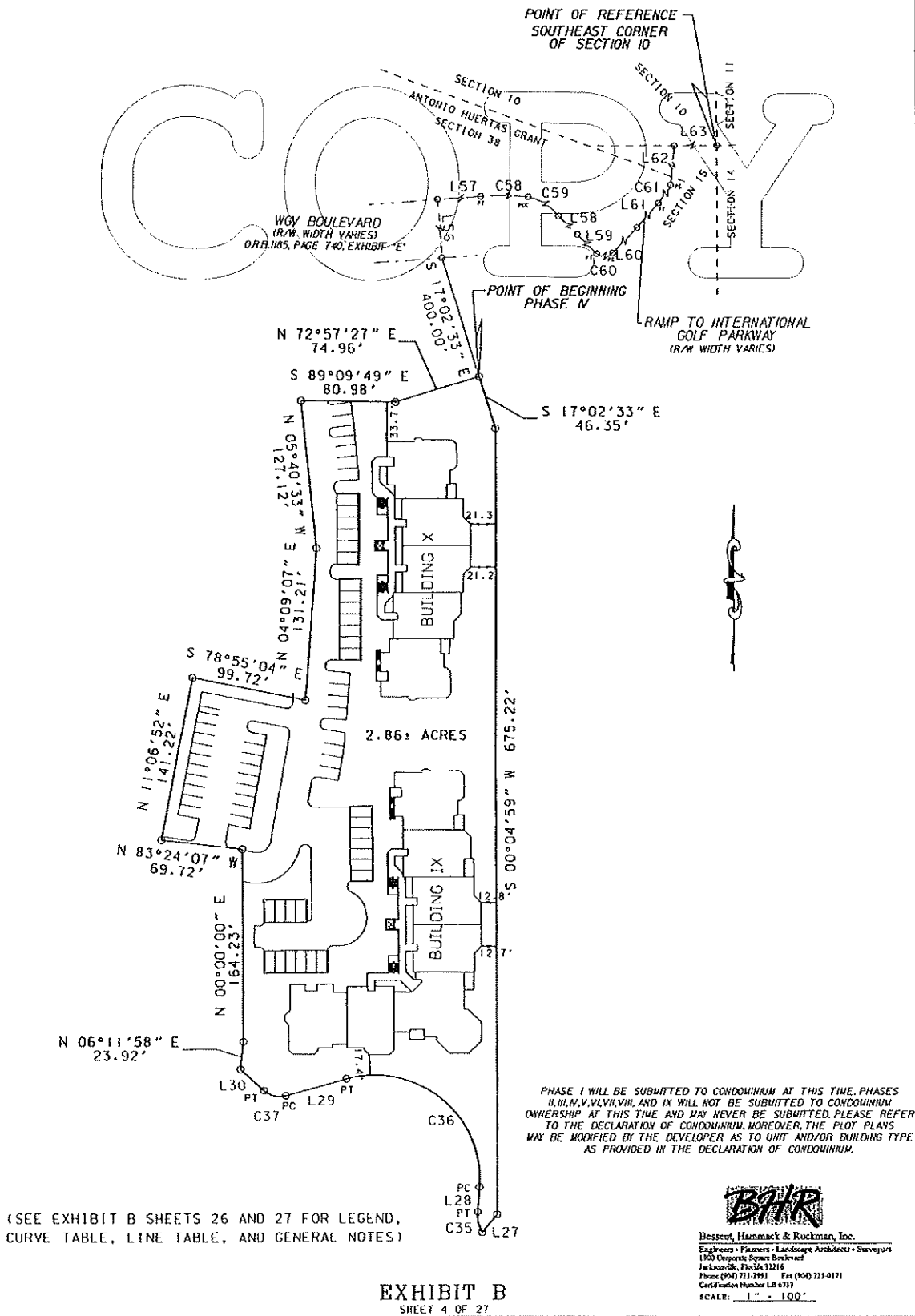


Bessey, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1901 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2191 Fax (904) 721-2111
Certification Number LB 6719
SCALE: 1" = 100'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IV

(SEE EXHIBIT A-1 SHEET 3 FOR LEGAL DESCRIPTION)

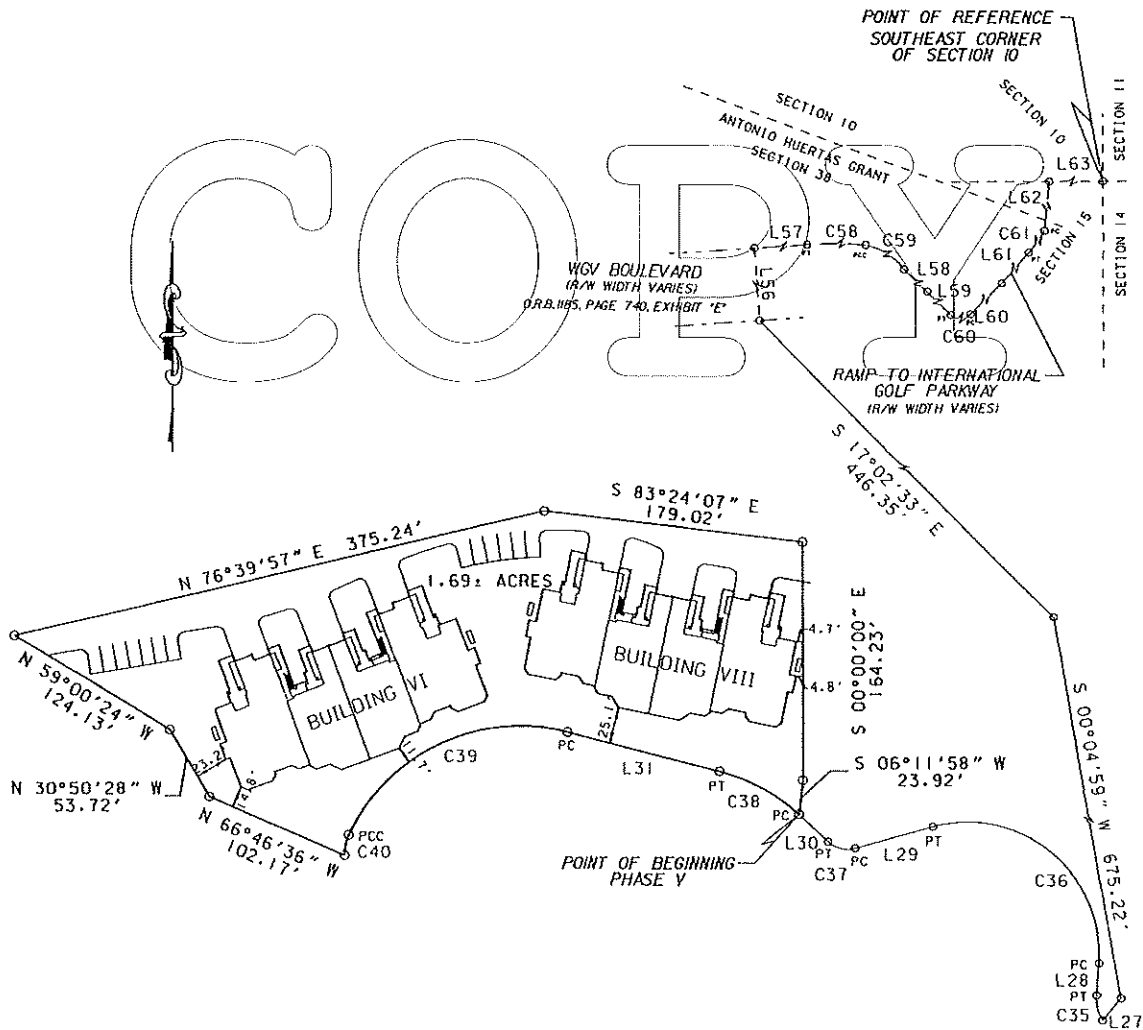
OFFICIAL
RECORDS
BOOK R. 1364 PAGE 1965



THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE V

(SEE EXHIBIT A-1 SHEET 4 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK
PAGE
O.R. 1364 PG 1965



(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 5 OF 27

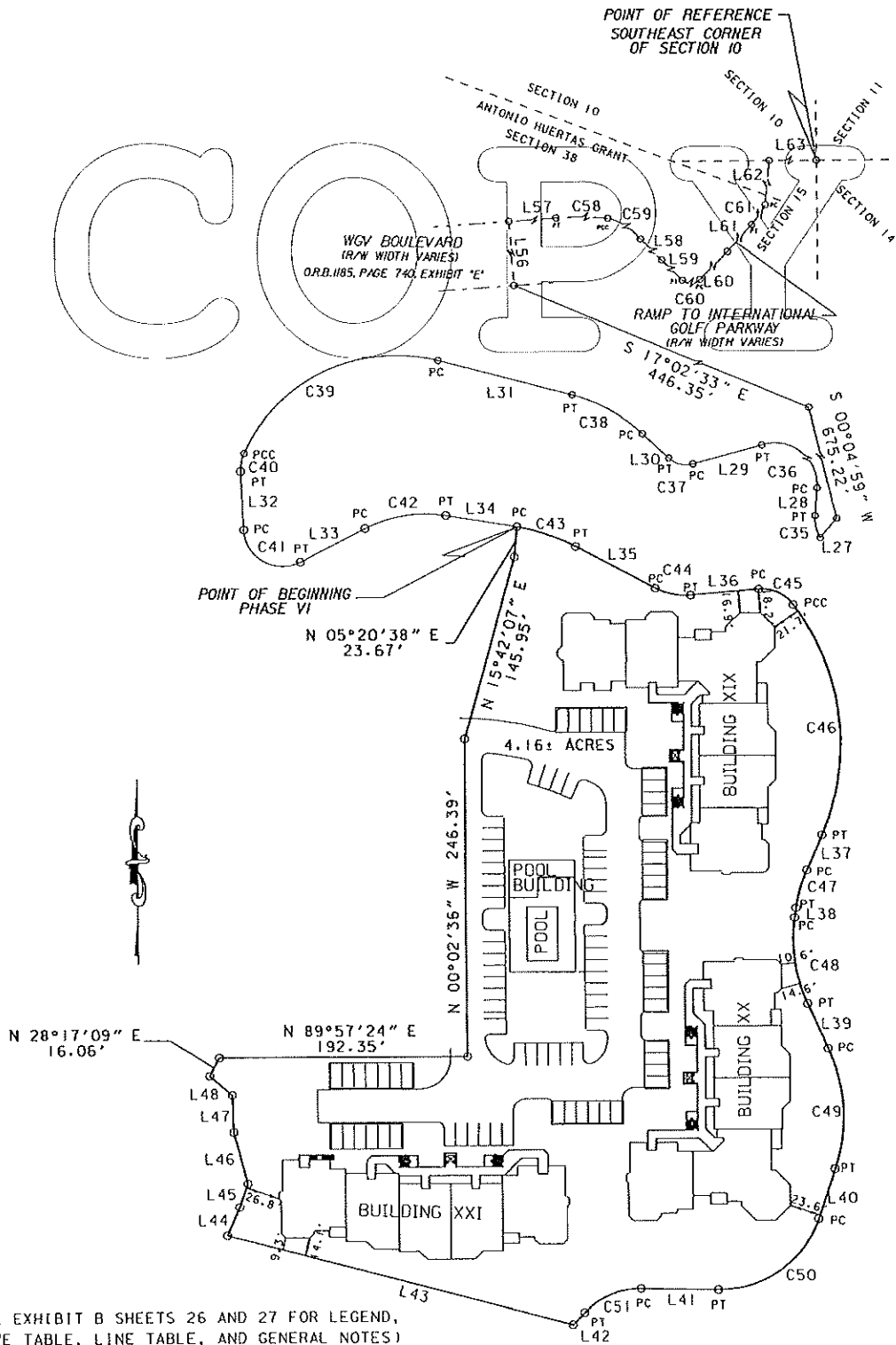


Bessent, Hammack & Rockman, Inc.
Bey Broom - Plowden - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-4991 Fax (904) 721-4111
Certificate Number LB 6759
SCALE: 1" = 100'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VI

(SEE EXHIBIT A-1 SHEET 5 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK R. 1364 PAGE 1967



(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE LOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 6 OF 27



Bessent, Hammett & Rickman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 731-1291 Fax (904) 731-0177
Certification Number L.B. 6755
SCALE: 1" = 100'

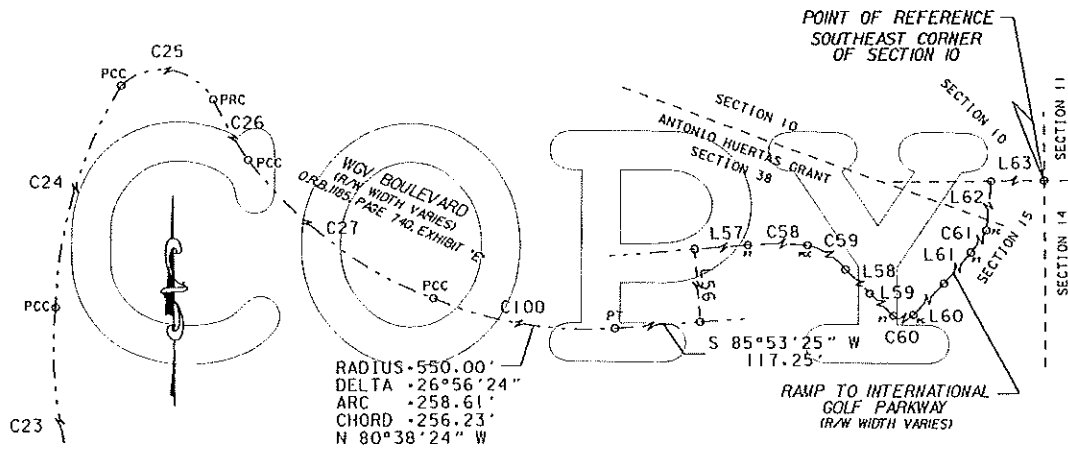
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VII

(SEE EXHIBIT A-1 SHEET 6 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK

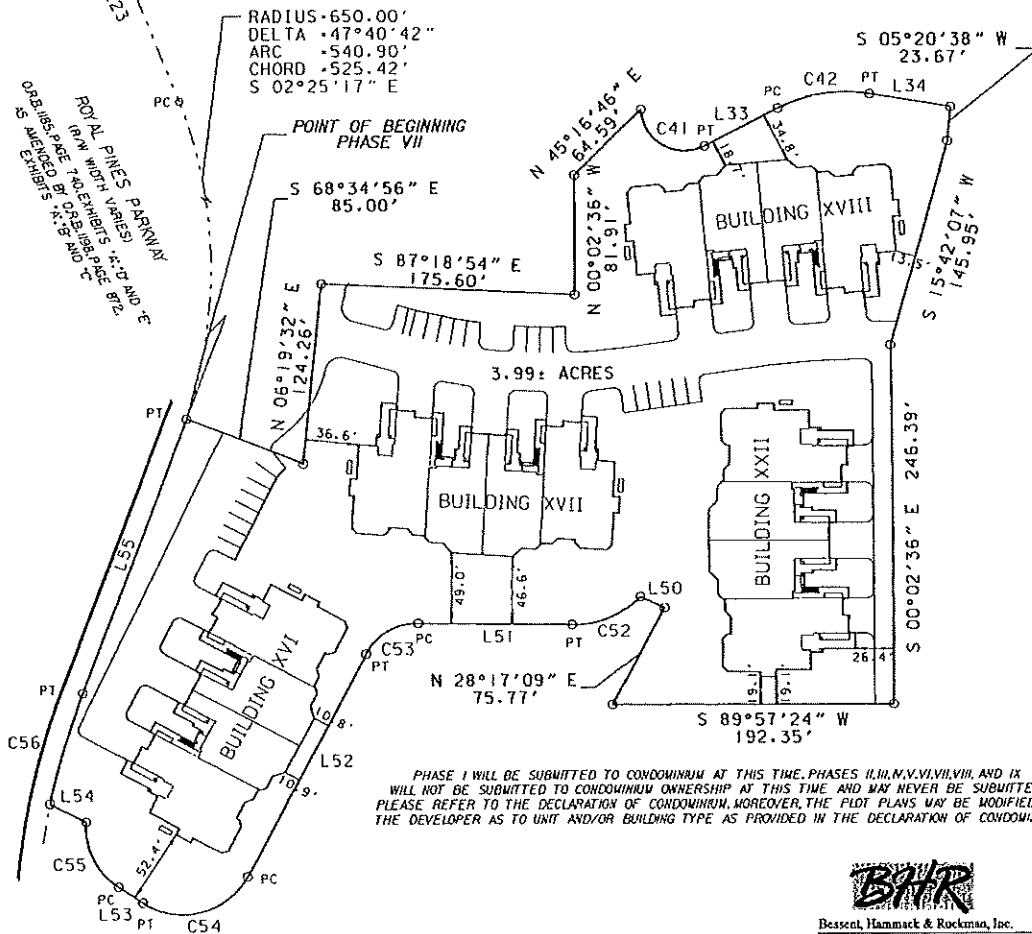
PAGE

O.R. 1364 PG 1968



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING
C100	550.00'	26°56'24"	258.61'	256.23'	N 80°38'24" W
C101	950.00'	10°21'54"	171.86'	171.62'	S 06°58'43" E

(SEE SHEET 4 FOR LINE TABLE AND CURVES 1-61)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME, AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE LOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND, CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 7 OF 27



Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-6171
Certification Number LB 6139
SCALE: 1" = 100'

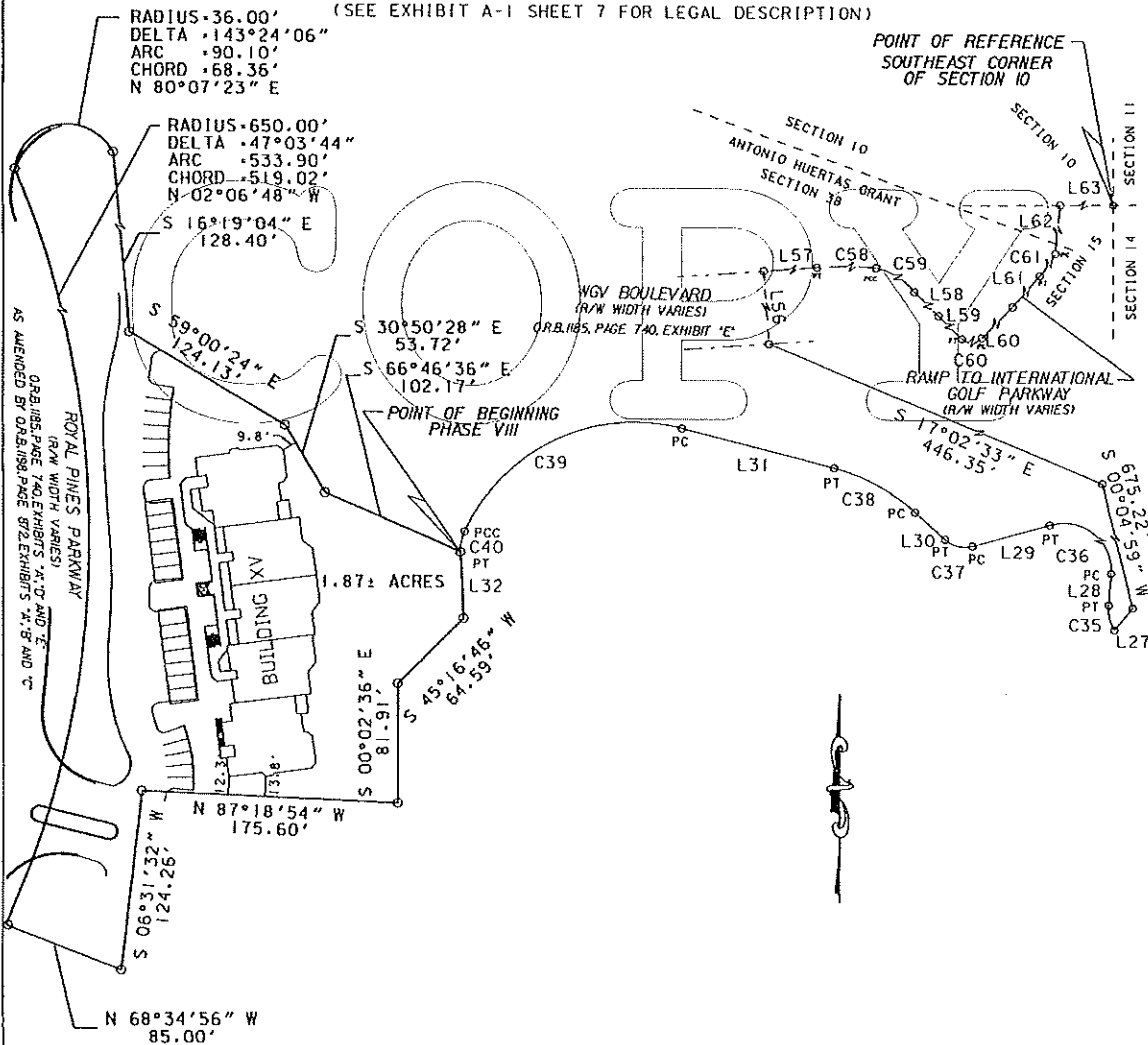
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VIII

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1969

(SEE EXHIBIT A-1 SHEET 7 FOR LEGAL DESCRIPTION)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, M, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND, CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 8 OF 27



Besscat, Hammack & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 711-7991 Fax (904) 711-6111
Certification Number LB 6759
SCALE: 1" = 100'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IX

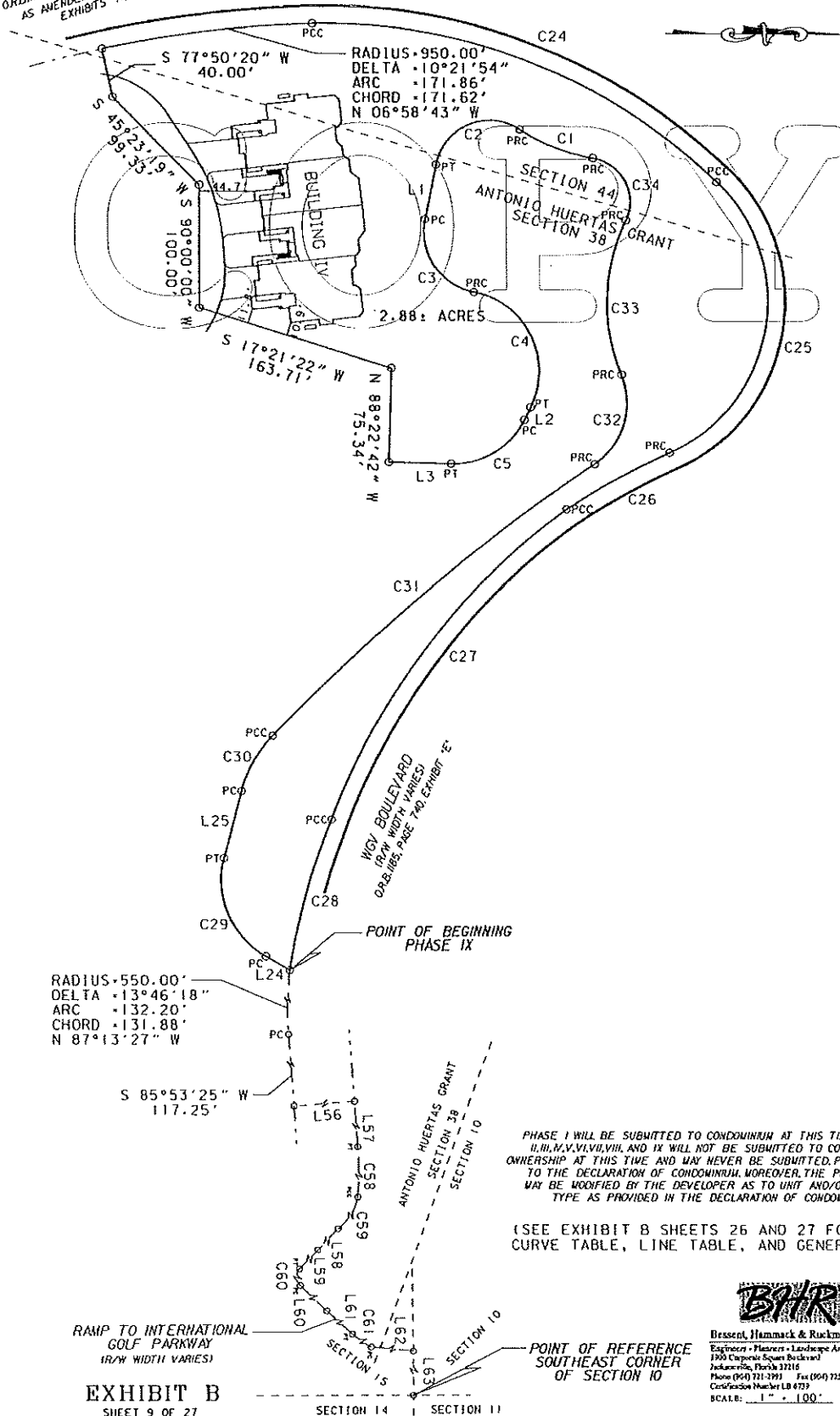
OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1970

ROYAL PINES PARKWAY
(R/W WIDTH VARIES)
OR.B.1185, PAGE 740, EXHIBITS "A", "D" AND "E"
AS AMENDED BY OR.B.1199, PAGE 872,
EXHIBITS "A", "B" AND "C"

(SEE EXHIBIT A-1 SHEET 8 FOR LEGAL DESCRIPTION)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND, CURVE TABLE, LINE TABLE, AND GENERAL NOTES)



Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1500 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-3391 Fax (904) 723-6171
Certification Number LB 4773
SCALE: 1" = 100'

EXHIBIT B
SHEET 9 OF 27

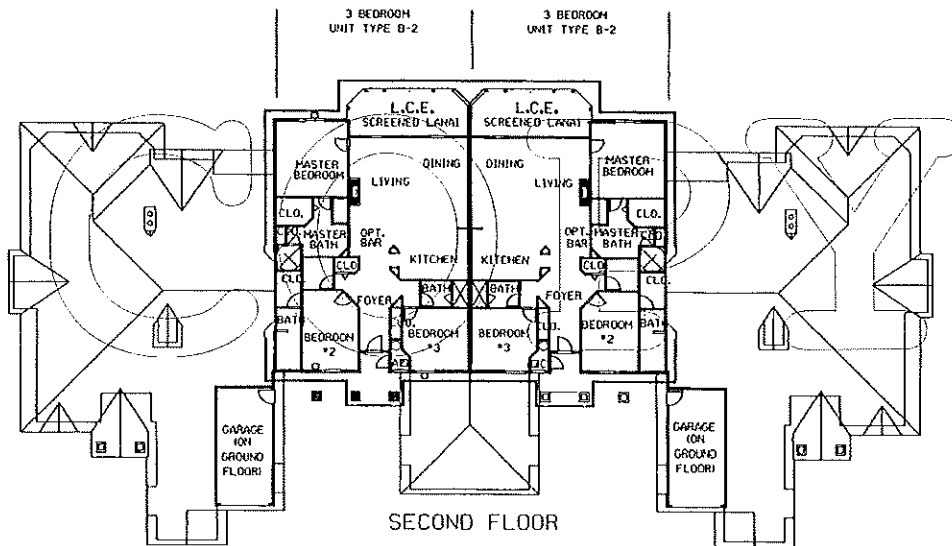
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM FLOOR PLAN

OFFICIAL
RECORDS
BOOK

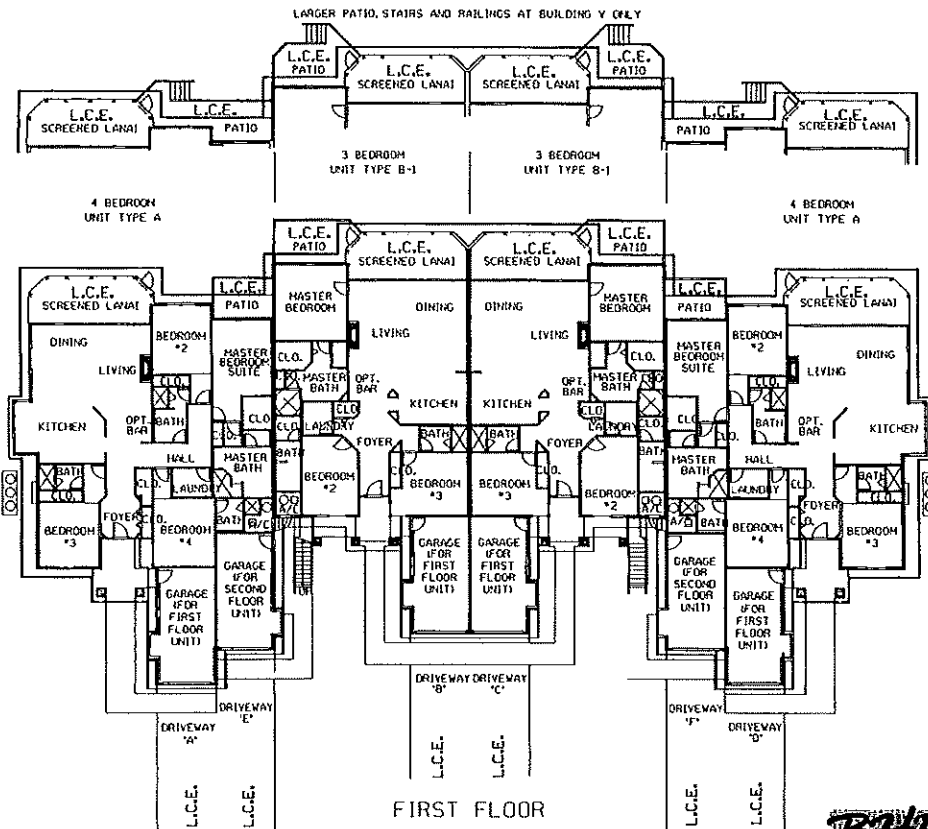
PAGE

O.R. 1364 PG 1971

BUILDINGS NO. I, II, III, IV, V, VI, VII,
VIII, XI, XIV, XVI, XVII, XVIII, AND XXII



DRIVEWAY "A" FOR UNIT NO. 111, 211, 311, 411, 511, 611, 711, 811, 1111, 1411, 1611, 1711, 1811, 2211
 DRIVEWAY "B" FOR UNIT NO. 112, 212, 312, 412, 512, 612, 712, 812, 1112, 1412, 1612, 1712, 1812, 2212
 DRIVEWAY "C" FOR UNIT NO. 113, 213, 313, 413, 513, 613, 713, 813, 1113, 1413, 1613, 1713, 1813, 2213
 DRIVEWAY "D" FOR UNIT NO. 114, 214, 314, 414, 514, 614, 714, 814, 1114, 1414, 1614, 1714, 1814, 2214
 DRIVEWAY "E" FOR UNIT NO. 122, 222, 322, 422, 522, 622, 722, 822, 1122, 1422, 1622, 1722, 1822, 2222
 DRIVEWAY "F" FOR UNIT NO. 123, 223, 323, 423, 523, 623, 723, 823, 1123, 1423, 1623, 1723, 1823, 2223



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES II, III, IV, V, VI, VII, VIII, AND IX
 WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
 PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE LOT PLANS MAY BE MODIFIED BY
 THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 10 OF 27

BHR

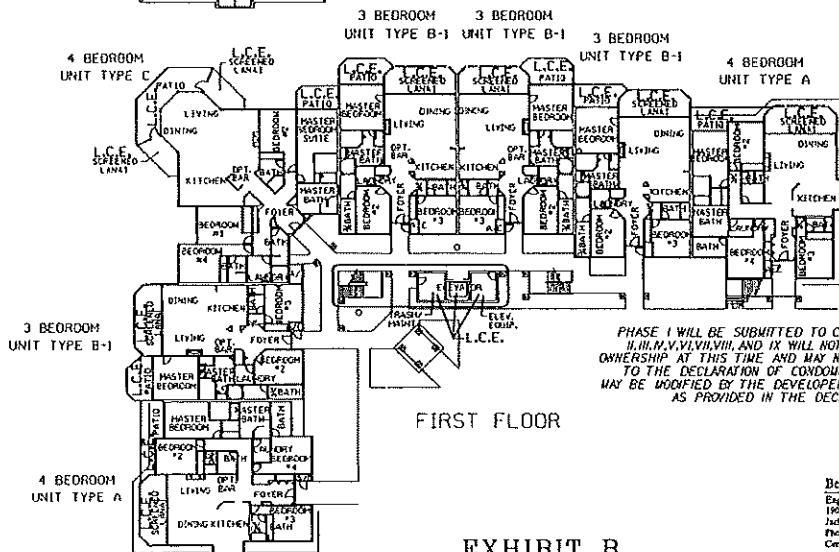
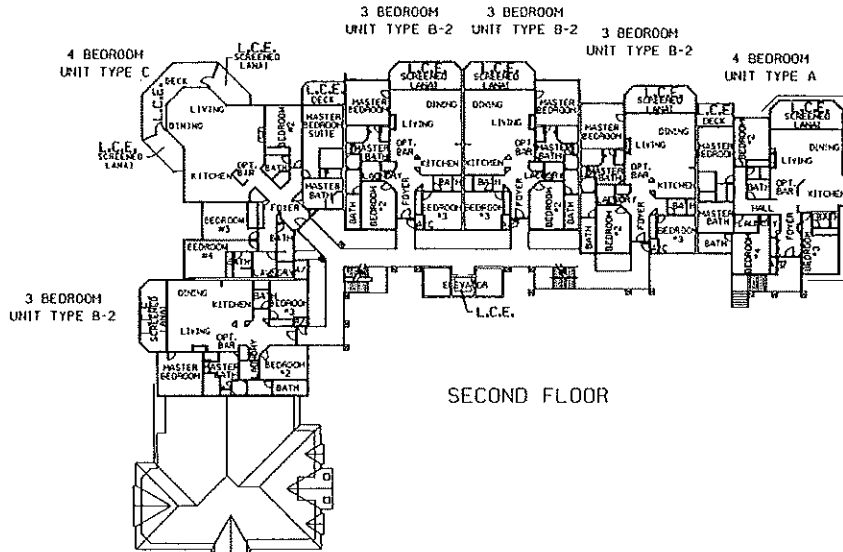
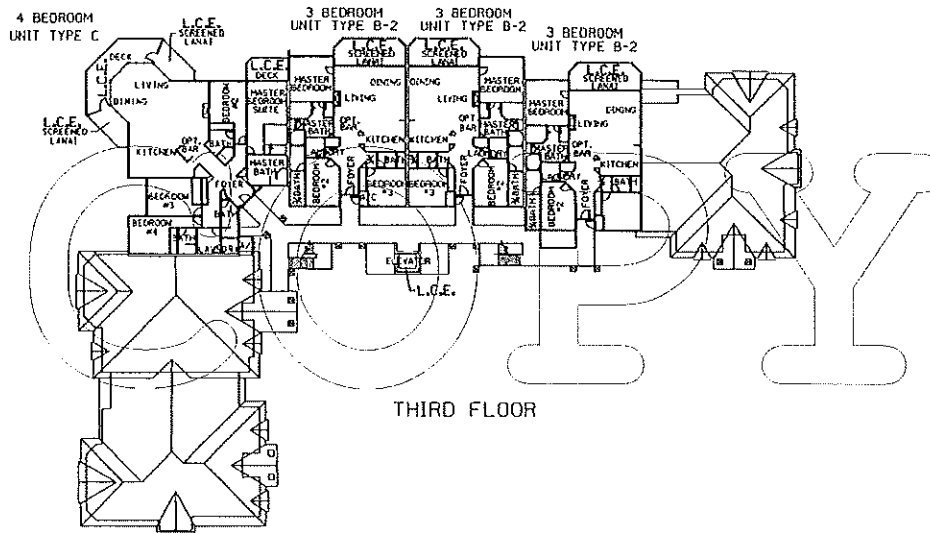
Bessent, Hammon & Rockman, Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 1805 Corporate Square Boulevard
 Jacksonville, Florida 32216
 Phone (904) 721-2991 Fax (904) 722-8111
 C-65 Sales Number 12 039
 SCALE: 1" = 30'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM FLOOR PLAN BUILDINGS NO. IX AND XII

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1972



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE FLOOR PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.



Besport, Hamann & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 733-0291 Fax (904) 733-0171
Certification Number L.B. 6733
SCALE: 1" = 50'

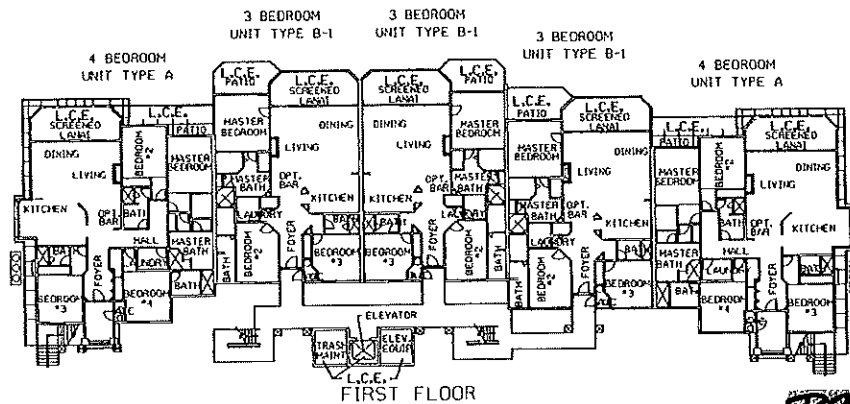
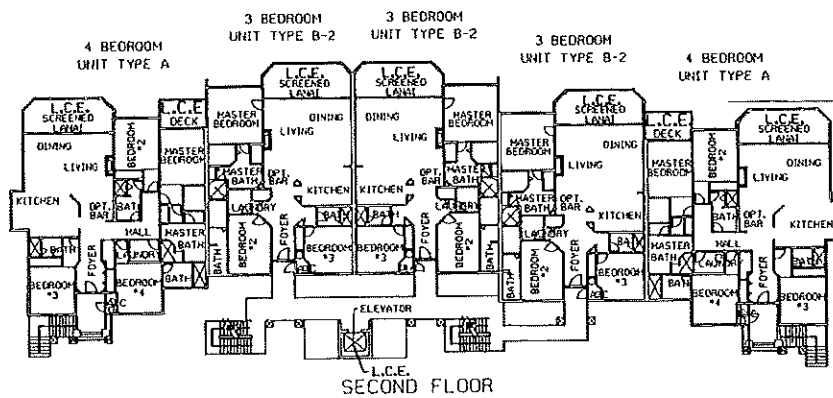
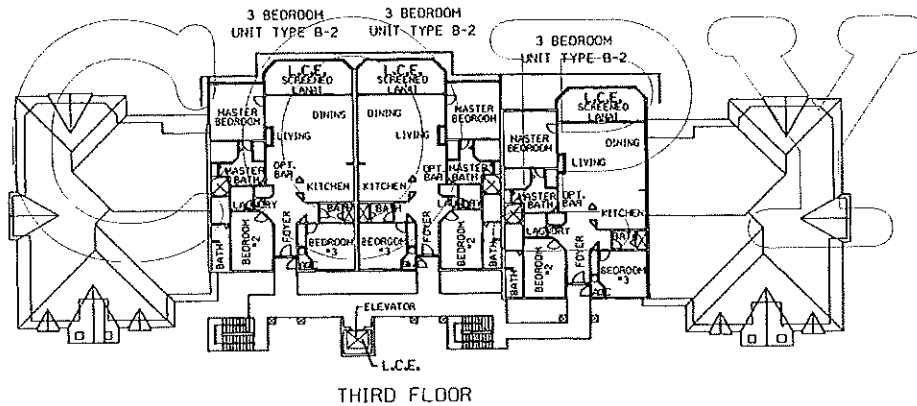
EXHIBIT B
SHEET 11 OF 27

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
FLOOR PLAN
BUILDINGS NO. X, XIII, XV, AND XXI

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1973



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE LOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 12 OF 27



Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2791 Fax (904) 723-4111
Certification Number LB 6739

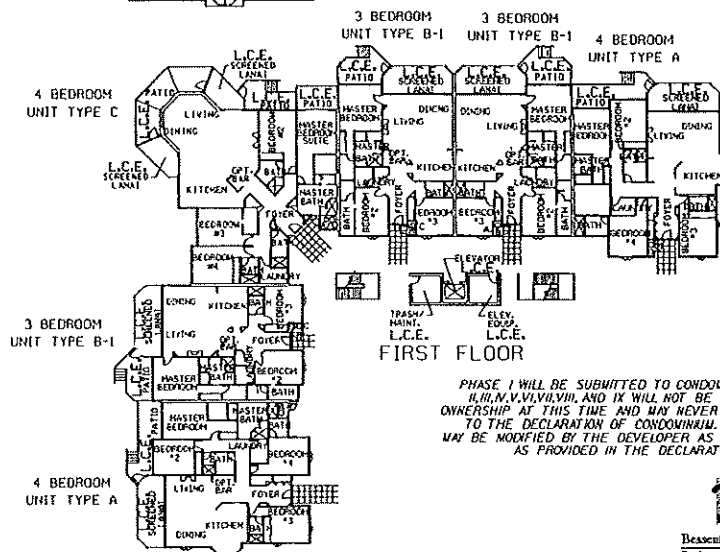
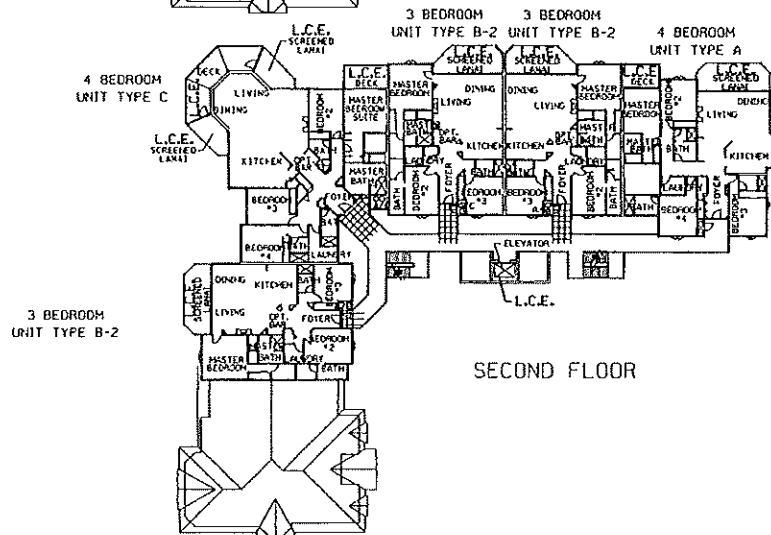
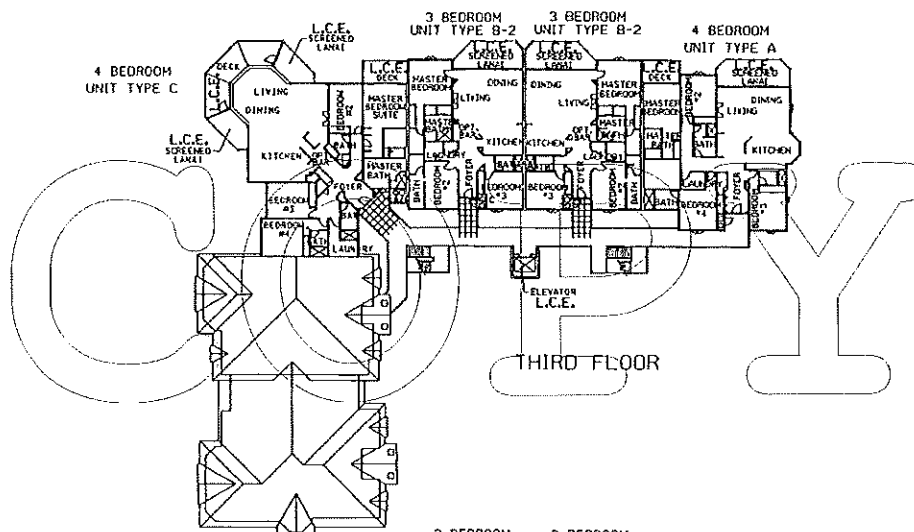
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
FLOOR PLAN
BUILDING NO. XIX

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1974



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.



Bessent, Hammack & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1906 Carolina Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2911 Fax (904) 721-0111
Condominium Number LB 6719
SCALE: 1" = 50'

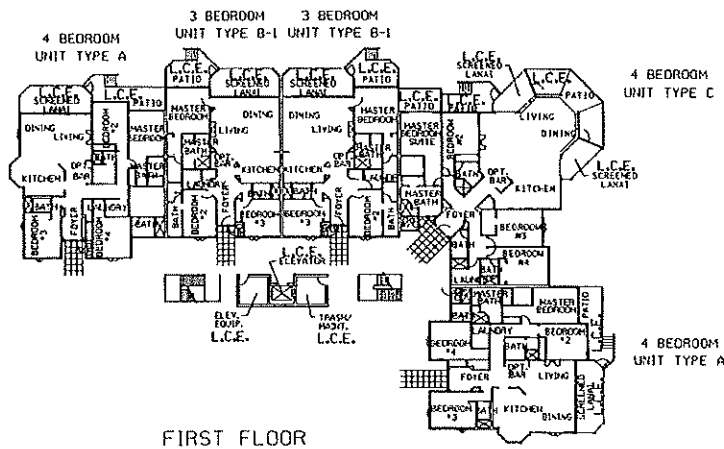
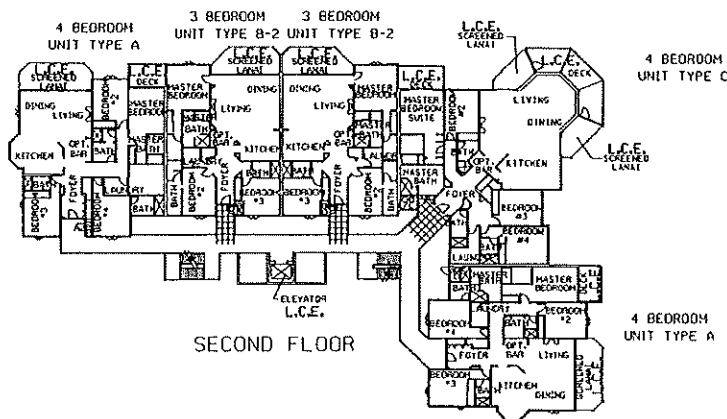
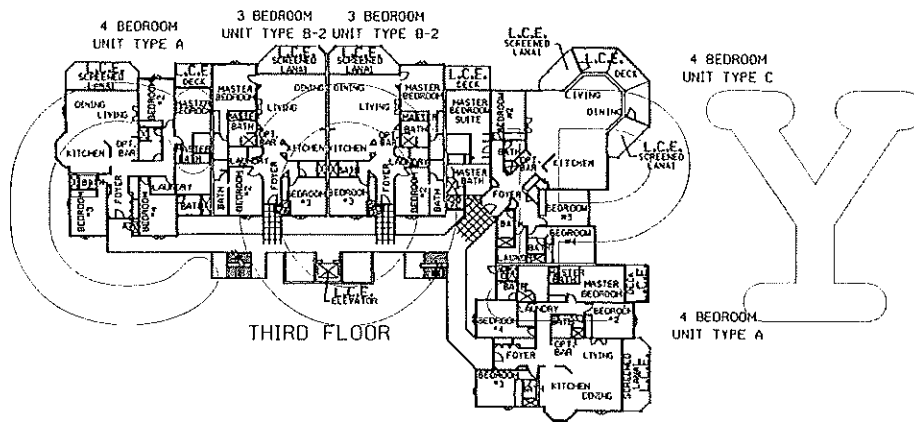
EXHIBIT B
SHEET 13 OF 27

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM FLOOR PLAN BUILDING NO. XX

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1975



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 14 OF 27



Besset, Hammett & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2941 Fax (904) 721-0151
Certification Number 12,6339
SCALE: 1" = 50'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

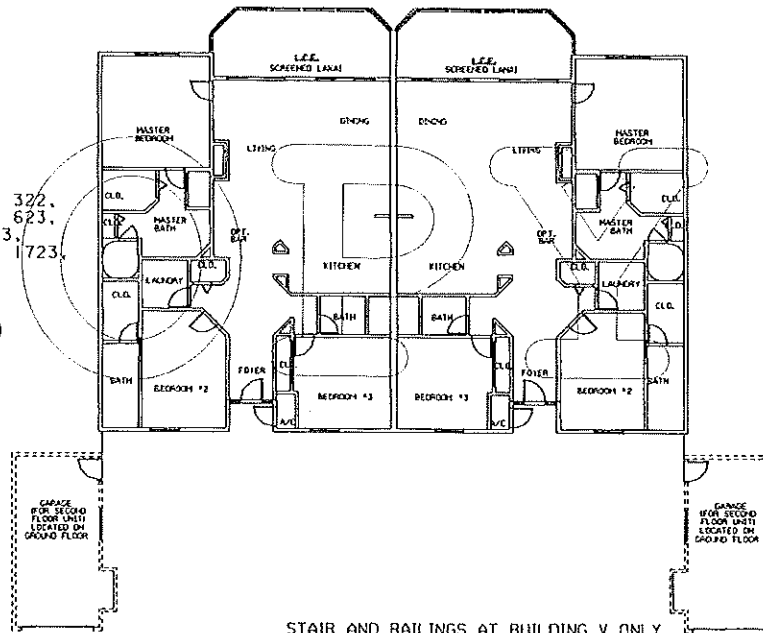
O.R. 1364 PG 1976

3 BEDROOM LEFT

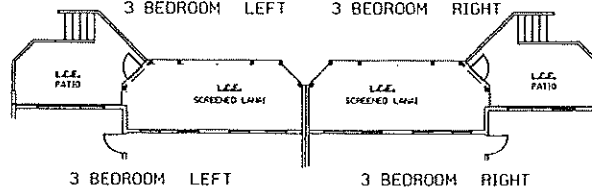
3 BEDROOM RIGHT

3 BEDROOM UNIT
WITH GARAGE
(UPPER FLOOR)
(TYPE B-2)

UNITS NO. 122, 123, 222, 223, 322,
323, 422, 423, 522, 523, 622, 623,
722, 723, 822, 823, 1122, 1123,
1422, 1423, 1622, 1623, 1722, 1723,
1822, 1823, 2222, 2223.

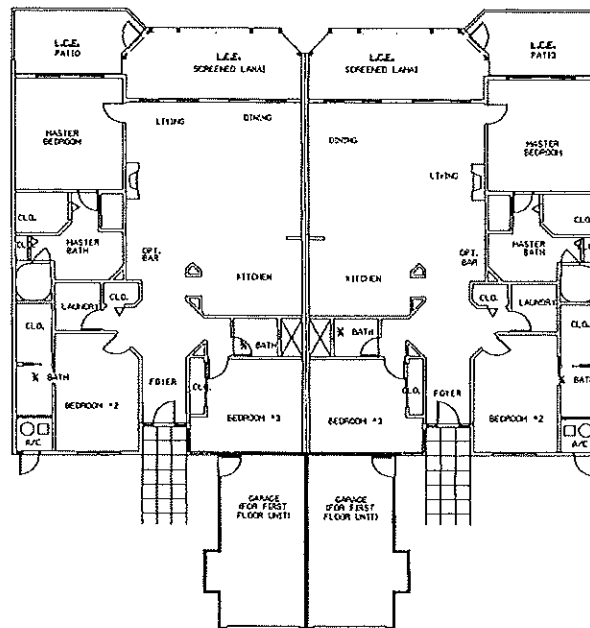


STAIR AND RAILINGS AT BUILDING V ONLY
3 BEDROOM LEFT 3 BEDROOM RIGHT



3 BEDROOM UNIT
WITH GARAGE
(GROUND FLOOR)
(TYPE B-1)

UNITS NO. 112, 113, 212, 213, 312, 313,
412, 413, 512, 513, 612, 613, 712, 713,
812, 813, 1112, 1113, 1412, 1413, 1612,
1613, 1712, 1713, 1812, 1813, 2212, 2213.



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 15 OF 27

BH&R

Bessent, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2911 Fax (904) 721-6131
Certification Number LB 6139
SCALE: 1" = 20'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

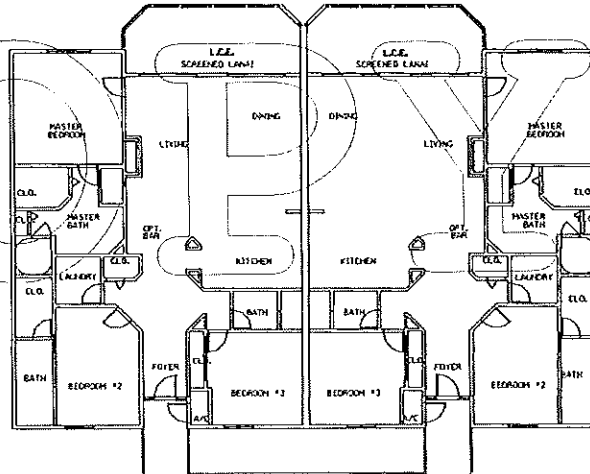
O.R. 1364 PG 1977

3 BEDROOM LEFT

3 BEDROOM RIGHT

3 BEDROOM UNIT
NO GARAGE
(UPPER FLOOR)
(TYPE B-2)

UNITS NO. 922, 923, 924, 926, 932,
933, 934, 1022, 1023, 1024, 1032,
1033, 1034, 1222, 1224, 1225, 1226,
1234, 1235, 1236, 1322, 1323, 1324,
1332, 1333, 1334, 1522, 1523, 1524,
1532, 1533, 1534, 1922, 1924, 1925,
1934, 1935, 2022, 2023, 2032, 2033,
2122, 2123, 2124, 2132, 2133, 2134.

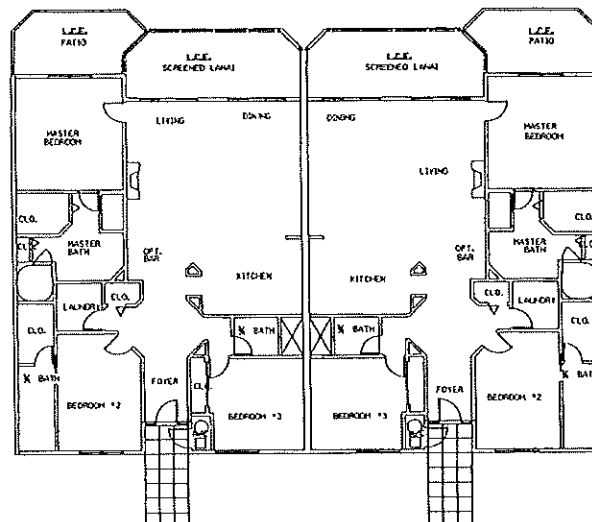


3 BEDROOM LEFT

3 BEDROOM RIGHT

3 BEDROOM UNIT
NO GARAGE
(GROUND FLOOR)
(TYPE B-1)

UNITS NO. 912, 913, 914, 916, 1012, 1013,
1014, 1212, 1214, 1215, 1216, 1312, 1313,
1314, 1512, 1513, 1514, 1912, 1914, 1915,
2012, 2013, 2112, 2113, 2114.



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE FLOOR PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 16 OF 27

BHR

Bessert, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-1991 Fax (904) 721-0111
Certification Number LB 6719
SCALE: 1" = 20'

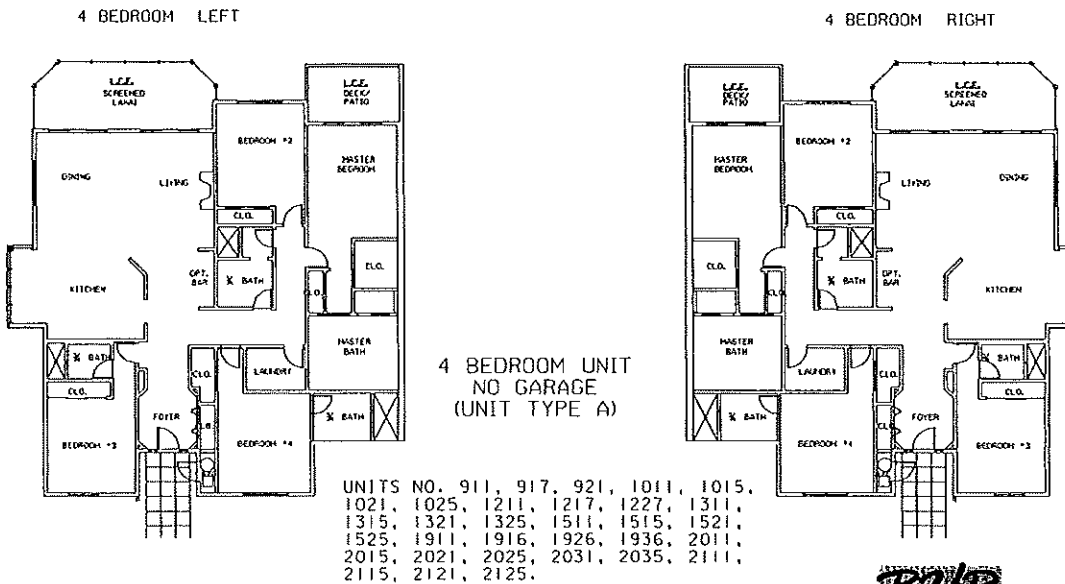
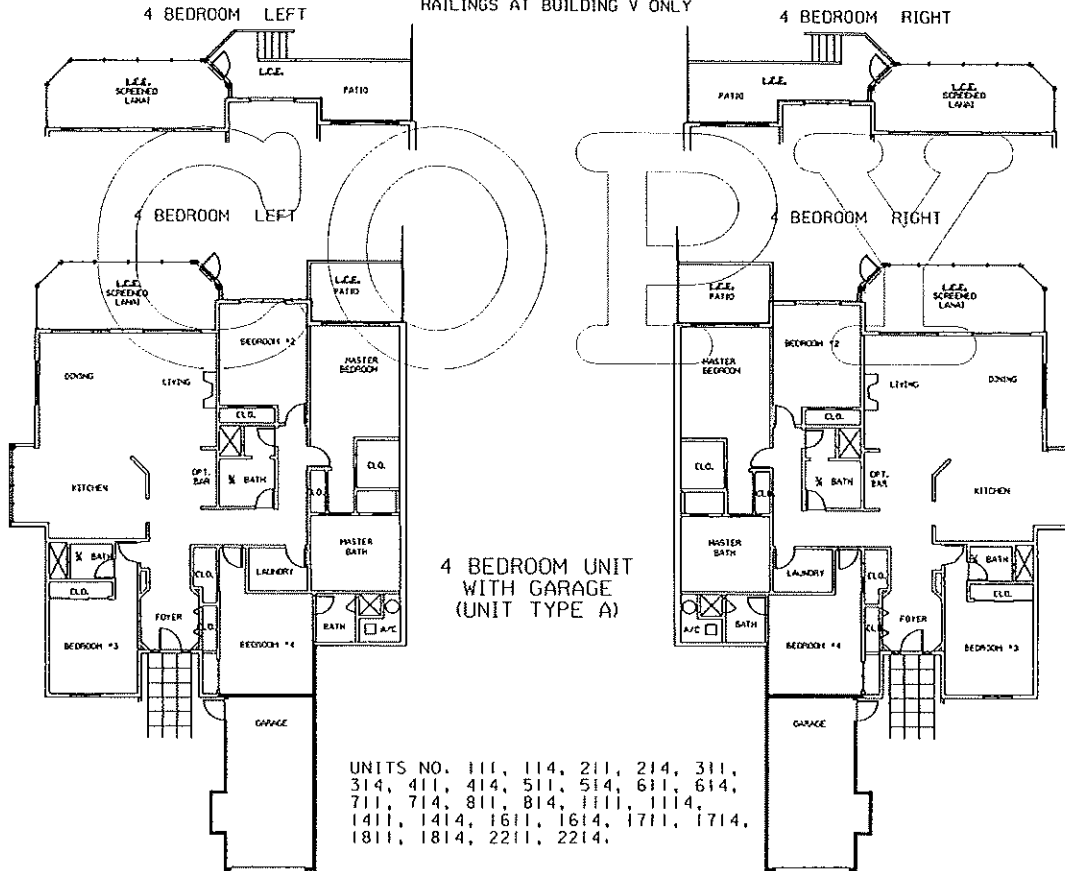
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1978

LARGER PATIO, STAIR AND
RAILINGS AT BUILDING V ONLY



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM, HOWEVER, THE LOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 17 OF 27

BHR

Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1950 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-3951 Fax (904) 721-0171
Certification Number LB 6739
SCALE: 1" = 20'

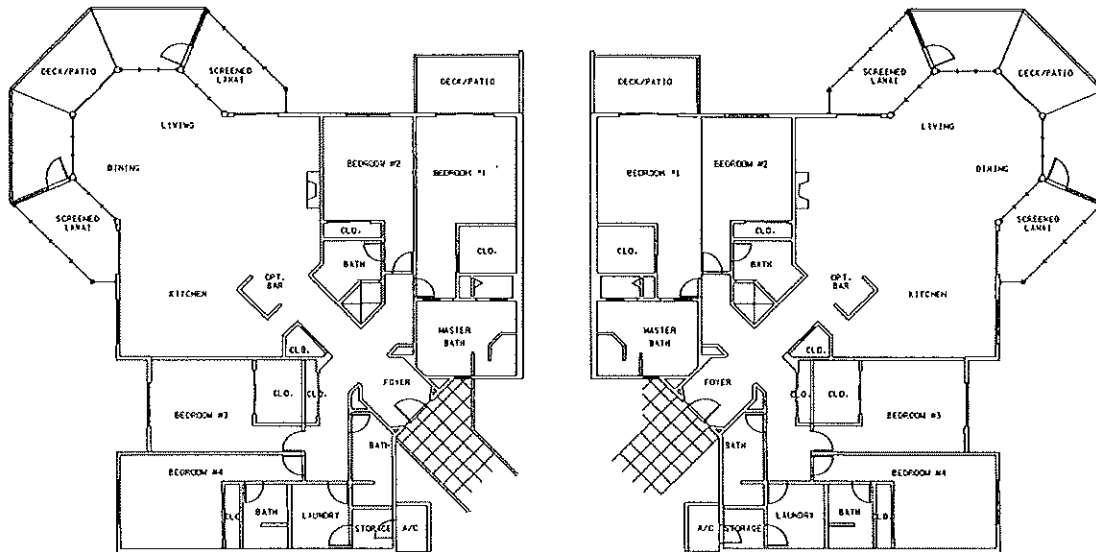
THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1979

COPY



4 BEDROOM UNIT
(UNIT TYPE C)

UNITS NO. 915, 925, 935, 1213, 1223,
1233, 1913, 1923, 1933, 2014, 2024, 2034.

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE FLOOR PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 18 OF 27



Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1850 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 731-2571 Fax (904) 731-0171
Certified Public Accountant LB 6759
SCALE: 1" = 20'

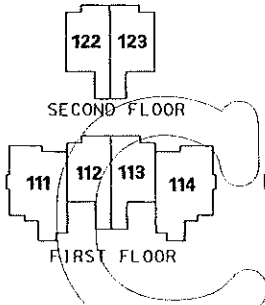
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT NUMBERS

OFFICIAL
RECORDS
BOOK

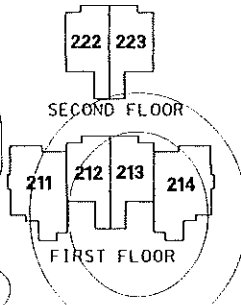
PAGE

O.R. 1364 PG 1980

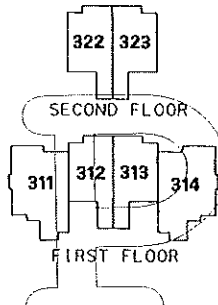
BUILDING NO. I



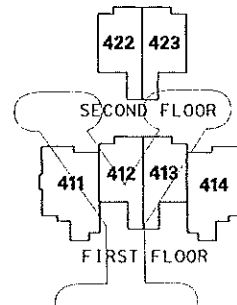
BUILDING NO. II



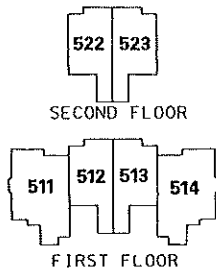
BUILDING NO. III



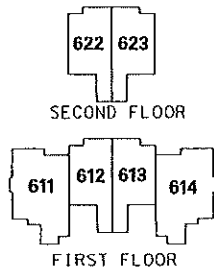
BUILDING NO. IV



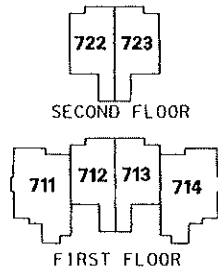
BUILDING NO. V



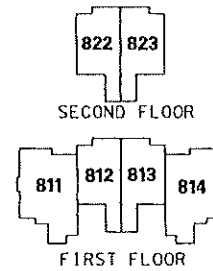
BUILDING NO. VI



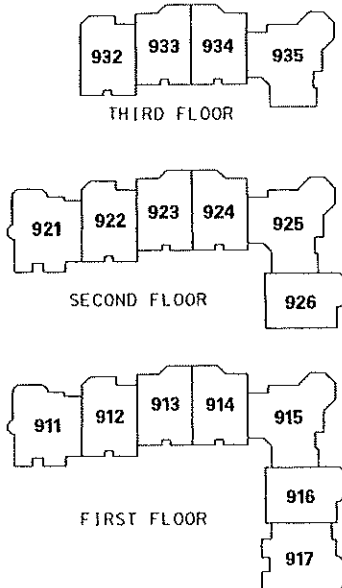
BUILDING NO. VII



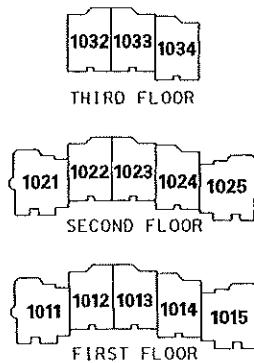
BUILDING NO. VIII



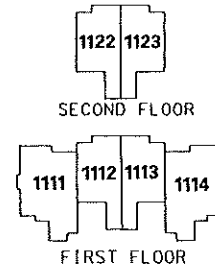
BUILDING NO. IX



BUILDING NO. X



BUILDING NO. XI



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 19 OF 27



Beasant, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32211
Phone (904) 721-0991 Fax (904) 725-0171
Certification Number LB 6739
SCALE: NOT TO SCALE

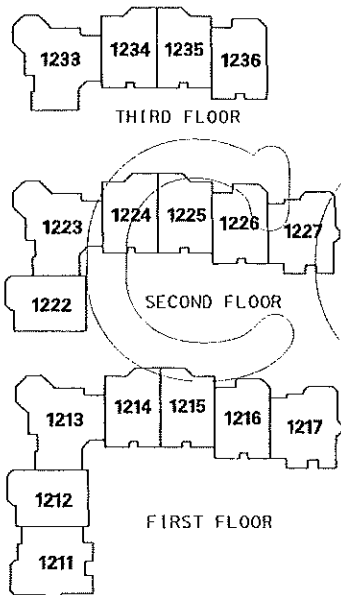
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT NUMBERS

OFFICIAL
RECORDS
BOOK

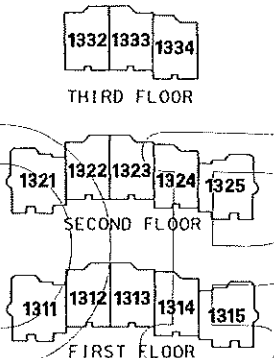
PAGE

O.R. 1364 PG 1981

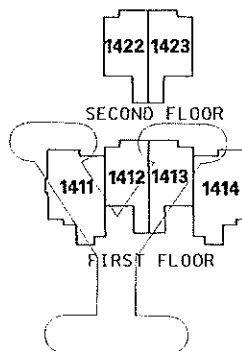
BUILDING NO. XII



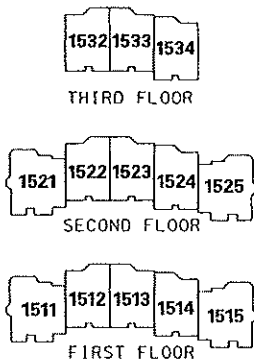
BUILDING NO. XIII



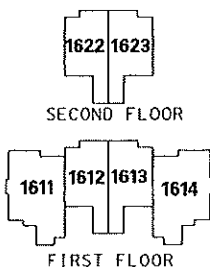
BUILDING NO. XIV



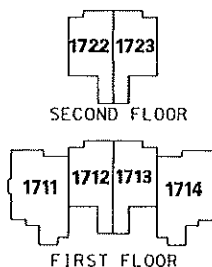
BUILDING NO. XV



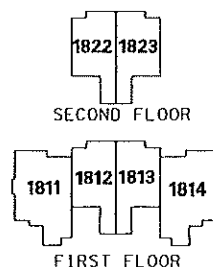
BUILDING NO. XVI



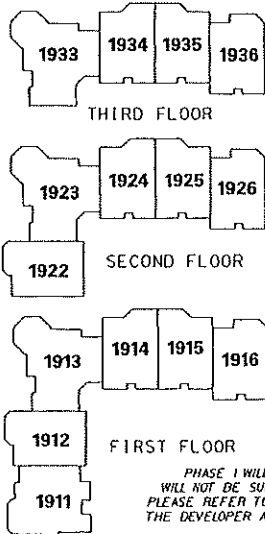
BUILDING NO. XVII



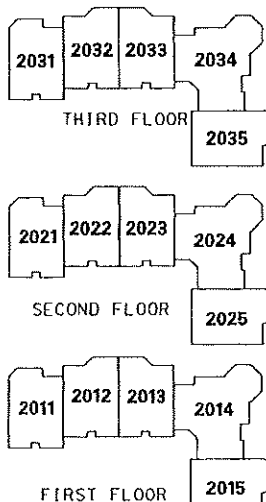
BUILDING NO. XVIII



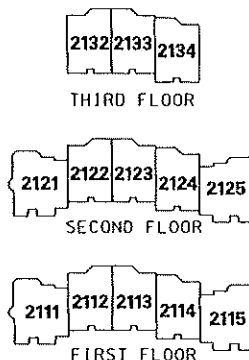
BUILDING NO. XIX



BUILDING NO. XX



BUILDING NO. XXI



BUILDING NO. XXII

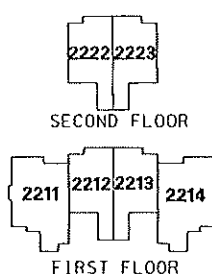


EXHIBIT B

PHASE I WILL BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM. SCALE: NOT TO SCALE



Besant, Hammack & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 711-3971 Fax (904) 711-6171
Certification Number LB 6113

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM BUILDING ELEVATIONS

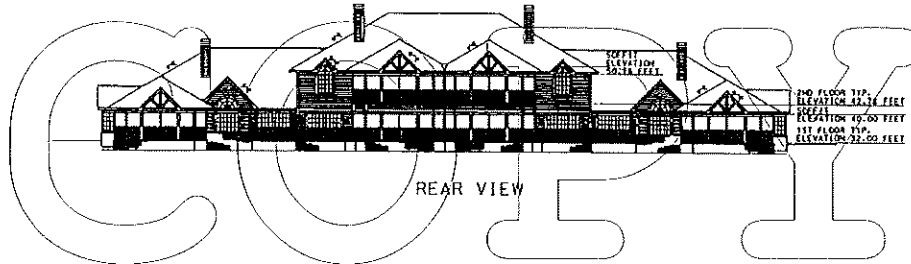
OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1982

BUILDINGS NO. I, II, III, IV, V, VI, VII,
VIII, XI, XIV, XVI, XVII, XVIII, AND XXII

* REAR PATIOS SHOWN HEREON ON BUILDING V ONLY.



REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 21 OF 27



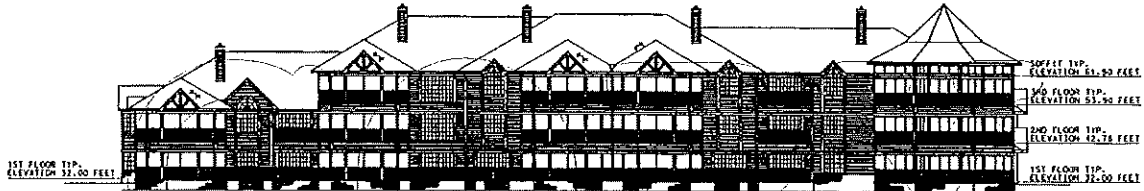
Bessert, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-0171
Certification Number LB 6733
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDINGS NO. IX AND XII

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1983



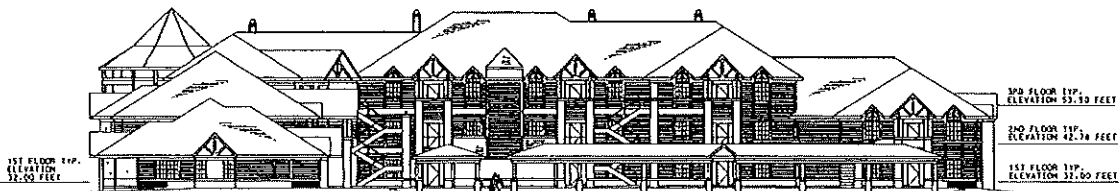
REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES I, II, III, IV, V, VI, VII, VIII, AND IX, WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 22 OF 27



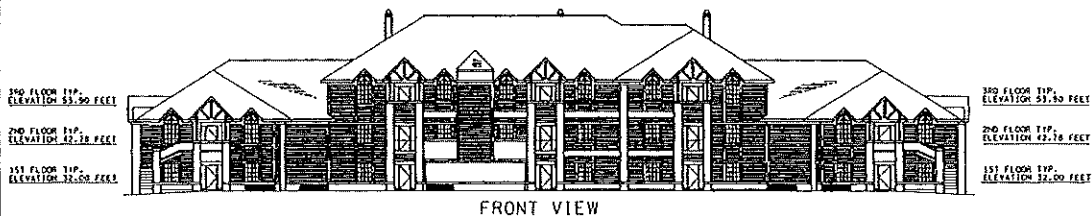
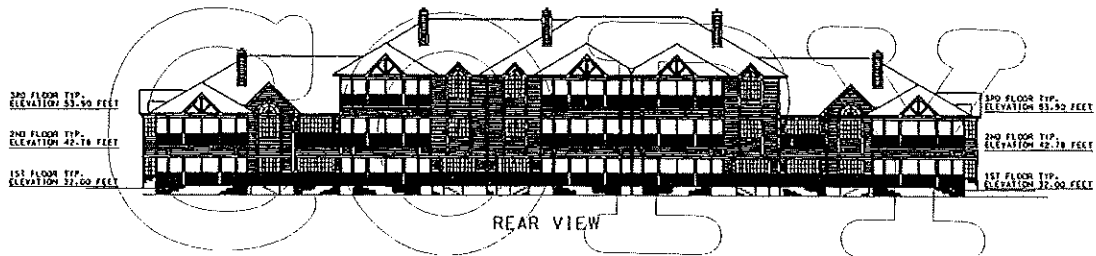
Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1908 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-1911 Fax (904) 725-4171
Certificate Number LB 6739
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDINGS NO. X, XIII, XV, AND XXI

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1984



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 23 OF 27



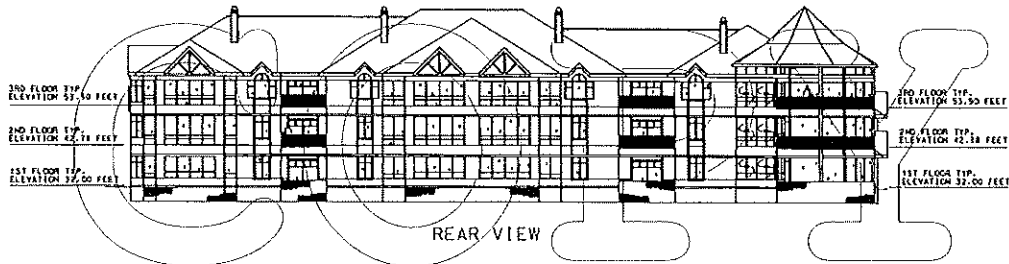
Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 713-2391 Fax (904) 713-0111
Certificate Number LB 8759
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDING NO. XIX

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1985



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 24 OF 27



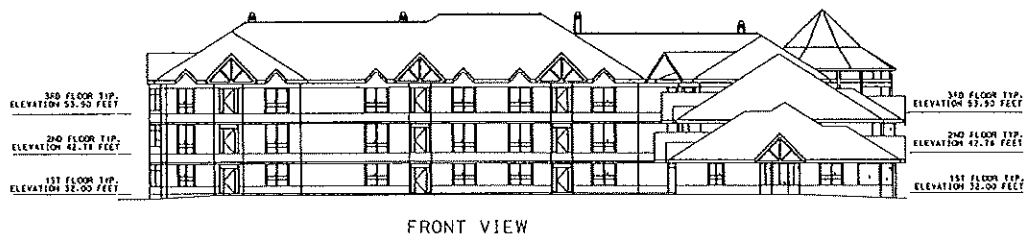
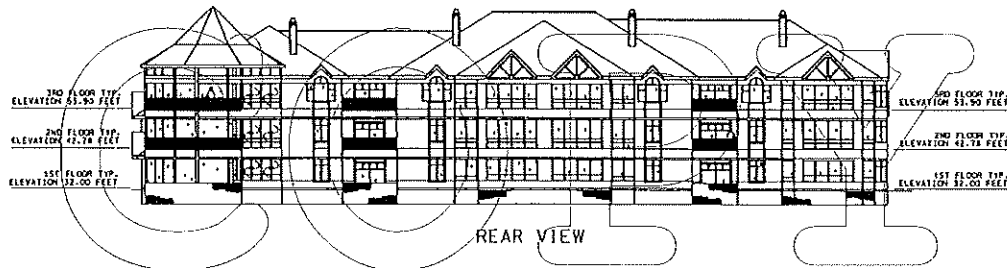
Bessent, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2911 Fax (904) 721-0171
Certification Number LB 6139
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDING NO. XX

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1986



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 25 OF 27



Bessest, Hammack & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 713-1391 Fax (904) 713-0111
Certification Number LB 6733
SCALE: 1" = 40'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1987

CURVE TABLE

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING
C1	155.00	23° 19' 08" RT	63.08	62.65	S 21° 22' 23" W
C2	45.00	111° 25' 52" LT	87.52	74.36	S 22° 41' 00" E
C3	50.00	91° 02' 01" LT	79.44	71.35	N 56° 05' 04" E
C4	65.00	106° 00' 57" RT	120.27	103.83	N 63° 34' 32" E
C5	65.00	65° 02' 17" RT	73.78	69.89	S 30° 53' 51" E
C6	85.00	52° 06' 32" LT	77.30	74.67	S 24° 25' 58" E
C7	100.00	46° 49' 40" RT	81.73	79.47	S 27° 04' 24" E
C8	40.00	60° 09' 24" RT	42.00	40.09	S 26° 25' 07" W
C9	50.66	175° 16' 36" LT	154.99	101.24	S 31° 08' 28" E
C10	120.00	39° 10' 39" RT	82.05	80.46	N 80° 48' 33" E
C11	74.14	32° 46' 19" LT	42.41	41.83	N 84° 15' 48" E
C12	55.00	56° 52' 30" LT	54.60	52.38	N 39° 26' 23" E
C13	206.81	4° 42' 50" LT	17.01	17.01	N 8° 38' 43" E
C14	30.00	107° 30' 38" LT	56.29	48.39	N 47° 28' 01" W
C15	60.00	97° 33' 46" RT	102.17	90.26	N 52° 26' 27" W
C16	70.00	96° 27' 02" RT	117.84	104.41	N 44° 33' 56" E
C17	170.00	17° 08' 58" RT	40.88	50.69	S 78° 38' 04" E
C18	150.00	45° 43' 17" LT	119.70	116.55	N 87° 04' 46" E
C19	40.00	145° 46' 28" LT	101.77	76.46	N 8° 40' 06" W
C20	45.00	69° 27' 53" RT	54.56	51.28	N 46° 49' 23" W
C21	550.00	10° 23' 50" LT	99.81	99.67	S 88° 54' 40" E
C22	650.00	2° 40' 01" LT	30.26	30.25	N 24° 55' 37" W
C23	950.00	24° 27' 53" RT	405.64	402.56	N 14° 01' 42" W
C24	450.00	45° 57' 23" RT	360.94	351.34	N 21° 10' 56" E
C25	135.00	111° 23' 59" RT	262.48	223.05	S 80° 08' 23" E
C26	562.00	9° 43' 22" LT	95.37	95.26	S 29° 18' 05" E
C27	556.50	32° 59' 58" LT	320.51	316.10	S 52° 45' 08" E
C28	550.00	13° 10' 11" LT	126.41	126.13	S 73° 45' 17" E
C29	70.00	75° 20' 03" RT	92.04	85.55	S 67° 05' 03" W
C30	100.00	29° 31' 57" RT	51.54	50.97	N 60° 28' 57" W
C31	1,750.00	11° 14' 44" RT	343.47	342.92	N 40° 05' 37" W
C32	60.00	77° 44' 34" LT	81.41	75.31	N 73° 20' 32" W
C33	155.00	47° 44' 24" RT	129.15	125.45	N 88° 20' 38" W
C34	35.90	105° 48' 45" LT	66.29	57.27	S 62° 37' 11" W
C35	30.00	34° 15' 50" RT	17.94	17.67	N 12° 38' 11" W
C36	90.00	109° 58' 38" LT	172.75	147.43	N 50° 29' 35" W
C37	20.00	57° 48' 22" RT	20.18	19.33	N 76° 34' 43" W
C38	130.00	27° 52' 53" LT	63.26	62.64	N 61° 36' 59" W
C39	130.00	79° 27' 59" LT	180.30	166.20	S 64° 42' 35" W
C40	30.00	27° 25' 44" LT	14.36	14.23	S 11° 15' 44" W
C41	30.00	115° 02' 26" LT	60.24	50.61	S 59° 58' 21" E
C42	100.00	36° 47' 36" RT	64.22	63.12	N 80° 54' 13" E
C43	150.00	18° 26' 36" RT	48.28	48.08	S 71° 28' 40" E
C44	50.00	32° 36' 32" LT	28.46	28.07	S 78° 33' 38" E
C45	30.00	58° 11' 57" RT	30.47	29.18	S 65° 45' 56" E
C46	180.00	59° 50' 16" RT	187.99	179.56	S 6° 44' 49" E
C47	120.00	14° 43' 09" LT	30.83	30.74	S 15° 48' 44" W
C48	120.00	32° 26' 16" LT	67.94	67.03	S 7° 45' 58" E
C49	130.00	42° 22' 16" RT	96.14	93.96	S 2° 47' 58" E
C50	80.00	72° 39' 28" RT	101.45	94.79	S 54° 42' 54" W
C51	60.00	47° 20' 37" LT	49.58	48.18	S 67° 22' 19" W
C52	65.00	46° 08' 07" RT	52.34	50.94	S 67° 41' 10" W
C53	40.00	62° 28' 05" LT	43.61	41.48	S 59° 31' 11" W
C54	50.00	95° 38' 38" RT	83.46	74.11	S 76° 06' 28" W
C55	50.00	60° 03' 55" RT	52.42	50.05	N 26° 02' 16" W
C56	500.00	9° 10' 10" RT	80.02	79.93	N 16° 49' 59" E
C57	650.00	45° 00' 41" LT	510.64	497.61	N 1° 05' 16" W
C58	650.00	39° 30' 30" LT	586.12	574.58	N 74° 21' 20" W
C59	1022.00	7° 47' 26" LT	410.90	410.59	N 50° 42' 21" W
C60	25.00	90° 00' 01" RT	39.27	35.36	S 89° 29' 55" W
C61	336.00	35° 44' 59" RT	209.65	206.26	S 23° 28' 17" W
C62	36.00	125° 53' 45" LT	79.10	64.12	N 54° 59' 50" E
C63	36.00	143° 24' 06" LT	90.10	68.36	S 80° 07' 23" W
C64	650.00	00° 36' 59" LT	6.99	6.99	N 25° 57' 09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 78° 23' 56" E	45.33
L2	S 63° 25' 00" E	11.20
L3	S 01° 37' 18" W	50.83
L4	S 50° 29' 14" E	125.43
L5	S 03° 39' 35" E	357.48
L6	S 79° 36' 07" E	39.97
L7	S 78° 46' 40" W	55.80
L8	N 03° 39' 35" W	267.31
L9	S 87° 12' 33" E	33.94
L10	S 70° 03' 39" E	53.97
L11	N 81° 33' 20" W	64.41
L12	N 12° 05' 27" W	30.69
L13	N 85° 53' 25" E	117.25
L14	S 17° 02' 33" E	446.35
L15	S 00° 04' 59" W	257.44
L16	N 90° 00' 00" W	109.67
L17	N 59° 33' 07" W	208.26
L18	N 88° 47' 45" W	79.43
L19	S 46° 43' 24" W	56.47
L20	S 85° 43' 38" W	183.41
L21	S 40° 31' 48" W	76.53
L22	S 70° 20' 01" W	226.12
L23	N 26° 15' 38" W	405.77
L24	S 29° 25' 11" W	22.24
L25	N 75° 14' 56" W	56.66
L26	S 00° 04' 59" W	417.78
L27	S 39° 52' 09" W	19.77
L28	N 04° 29' 44" E	21.70
L29	S 74° 31' 06" W	54.76
L30	N 47° 40' 33" W	27.61
L31	N 75° 33' 26" W	107.78
L32	S 02° 27' 08" E	45.29
L33	N 62° 30' 26" E	56.68
L34	S 80° 41' 59" E	56.11
L35	S 62° 15' 22" E	70.41
L36	N 85° 08' 06" E	52.41
L37	S 23° 10' 18" W	29.72
L38	S 08° 27' 10" W	7.83
L39	S 23° 59' 06" E	37.77
L40	S 18° 23' 10" W	40.46
L41	N 88° 57' 22" W	60.16
L42	S 43° 42' 00" W	12.99
L43	N 75° 15' 21" W	277.08
L44	N 23° 53' 32" E	23.96
L45	N 19° 20' 24" E	19.12
L46	N 14° 54' 50" W	40.97
L47	N 01° 54' 55" W	29.02
L48	N 49° 10' 10" W	23.04
L49	N 28° 17' 09" E	91.83
L50	N 64° 48' 06" W	18.24
L51	N 89° 14' 46" W	107.60
L52	S 28° 17' 09" W	173.74
L53	N 56° 04' 13" W	20.10
L54	N 63° 43' 49" W	27.60
L55	N 21° 25' 04" E	201.54
L56	S 04° 06' 35" E	100.00
L57	S 85° 53' 25" W	754.02
L58	N 49° 24' 42" W	378.16
L59	N 45° 30' 05" W	475.00
L60	S 44° 29' 54" W	362.78
L61	S 41° 20' 46" W	224.57
L62	S 05° 35' 47" W	798.06
L63	S 89° 32' 10" W	300.10
L64	S 26° 15' 38" E	66.57
L65	S 26° 15' 38" E	263.14
L66	S 26° 15' 38" E	76.06
L67	N 63° 44' 22" E	48.61
L68	N 63° 44' 22" E	112.00
L69	S 25° 19' 09" E	70.00
L70	S 53° 57' 20" W	107.27
L71	N 29° 35' 43" W	88.37
L72	N 29° 35' 43" W	30.74
L73	N 63° 44' 22" E	105.59
L74	S 64° 29' 05" E	21.94
L75	N 63° 44' 22" E	162.98
L76	S 04° 32' 16" E	138.22
L77	S 67° 21' 37" W	36.42
L78	S 06° 09' 55" W	10.47
L79	S 67° 05' 09" W	88.70
L80	S 80° 34' 37" W	111.57
L81	N 26° 32' 49" W	115.69
L82	S 70° 26' 49" W	43.09



Bessard, Hamrick & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1800 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-0111
Certificate Number 13 6119

EXHIBIT B
SHEET 26 OF 27

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1988

NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST AS BEING S 89°32'10" W AS SHOWN ON FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 78080-2405.
2. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT WATER AND WASTEWATER UTILITY SERVICE AGREEMENT, BETWEEN NORTHWEST UTILITIES 1, INC., SJH PARTNERSHIP, LTD. AND ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 1094, PAGE 332 OF THE ST. JOHNS COUNTY PUBLIC RECORDS.
3. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST MASTER AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 595, AND THAT DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, AS AMENDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, AND OFFICIAL RECORDS BOOK 1198, PAGE 890 ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO SECTIONS 5 AND 6 OF THAT DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1023 OF THE ST. JOHNS COUNTY PUBLIC RECORDS.
5. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO EXCLUSIVE DEVELOPMENT RIGHTS AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1409, AND OFFICIAL RECORDS BOOK 1185, PAGE 1519, ST. JOHNS COUNTY PUBLIC RECORDS, AND TERMS AND PROVISIONS OF SECTION 9.7 OF THE AGREEMENT FOR SALE AND PURCHASE BY AND BETWEEN SJH PARTNERSHIP, LTD. AND BROUDY BROTHERS, INC. DATED MAY 24, 1996.
6. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THE SAINT JOHNS DRI DEVELOPMENT ORDER APPROVED UNDER ST. JOHNS COUNTY, FLORIDA RESOLUTION NO. 91-130, AS MODIFIED BY MODIFICATION OF SAINT JOHNS DRI DEVELOPMENT ORDER UNDER RESOLUTION NO. 91-183, AS NOTICED UNDER NOTIFICATION OF DRI DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 922, PAGE 219, AS FURTHER MODIFIED BY MODIFICATION OF SAINT JOHNS DRI DEVELOPMENT ORDER UNDER RESOLUTION 94-211 AND RESOLUTION 95-061 AS NOTICED UNDER NOTIFICATION OF DRI DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 1119, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
7. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN SJH PARTNERSHIP, LTD. AND JOHN O. HAMMONS HOTELS TWO, L.P., AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 2058 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
8. THE ABOVE DESCRIBED LANDS MAY BE SUBJECT TO OTHER EASEMENTS OF RECORD, RECORDED AFTER OCTOBER 25, 1996.
9. ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM IN EACH PHASE (I-9) EXCLUSIVE OF THE UNITS, AND LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
10. AS OF THE DATE OF THIS SURVEY BUILDING NO. III HAS BEEN CONSTRUCTED. BUILDINGS I, II, AND IV - XXII HAVE NOT MET THE REQUIREMENT OF BEING SUBSTANTIALLY COMPLETE AND ARE TAKEN FROM PLANS DRAWN BY SMAA INC.
11. PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.
12. BUILDINGS INCLUDED IN EACH PHASE ARE AS FOLLOWS:
 - PHASE I ENCOMPASSES BUILDINGS NO. I, II, III, AND V.
 - PHASE II ENCOMPASSES BUILDINGS NO. XII AND XIII.
 - PHASE III ENCOMPASSES BUILDINGS NO. VII, XI, AND XIV.
 - PHASE IV ENCOMPASSES BUILDINGS NO. IX AND X.
 - PHASE V ENCOMPASSES BUILDINGS NO. VI AND VIII.
 - PHASE VI ENCOMPASSES BUILDINGS NO. XIX, XX, AND XXI.
 - PHASE VII ENCOMPASSES BUILDINGS NO. XVI, XVII, XVIII, AND XXII.
 - PHASE VIII ENCOMPASSES BUILDING NO. XV.
 - PHASE IX ENCOMPASSES BUILDING NO. IV.

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
PC POINT OF CURVE
PCC POINT OF COMPOUND CURVATURE
PRC POINT OF REVERSE CURVATURE
PT POINT OF TANGENCY
R/W RIGHT OF WAY
L.C.E. LIMITED COMMON ELEMENTS



Bessey, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-0991 Fax (904) 721-9111
Certification Number LB 6139

EXHIBIT B
SHEET 27 OF 27



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

October 14, 1998

CORPORATE & CRIMINAL RESEARCH SERVICES
103 N. MERIDIAN ST.
TALLAHASSEE, FL 32301

The Articles of Incorporation for THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. were filed on October 13, 1998 and assigned document number N98000005849. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Tracy Smith, Document Specialist
New Filing Section

Letter Number: 298A00050851

EXHIBIT C

State of Florida



Department of State

I certify from the records of this office that THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 1998.

The document number of this corporation is N98000005849.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

EXHIBIT C

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of October, 1998



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT C

**ARTICLES OF INCORPORATION OF
THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM
ASSOCIATION, INC.
(A Corporation not for Profit)**

FILED
98 OCT 13 PM 4:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. Its principal place of business shall be at 601 Bayshore Boulevard, Suite 960, Tampa, Florida 33606. Its registered office shall be Suite 2100, One Tampa City Center Building, 201 N. Franklin Street Tampa, Florida 33601. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM (the "Condominium"), located in St. Johns County, Florida. In addition, the general nature of business to be conducted by the Association shall also include and be the operation and management of the affairs and property of any additional condominium(s) which may be developed as part of The Residences at World Golf Village development project, and the Declaration(s) of Condominium of which names the Association as an entity to operate and manage the affairs of such condominium(s) and to perform all acts provided in the Declaration(s) of Condominium of such additional condominium(s).

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of

repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Condominium property.

(d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the Condominium property further and, after casualty, to reconstruct improvements.

(f) To enforce by legal means the provisions of the Condominium, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

(g) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association permitted by law.

(h) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(i) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(j) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(k) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(l) To select depositories for the Association funds.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular unit owners).

(q) To operate and maintain the Common Elements, including the surface water management system as permitted by the Saint Johns River Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(r) To collect from the Unit Owners the assessments required by The Amenities Association for the Residences, Inc., the Saint Johns Northwest Master Association, Inc. and the Saint Johns Northwest Residential Association, Inc., and remit same to the respective association.

(s) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of

Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

(a) In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

- (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
- (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(b) During any emergency defined in section (e) below:

- (1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
- (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
- (3) The director or directors in attendance at a meeting shall constitute a quorum.

(c) Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:

- (1) Binds the Association; and
- (2) May not be used to impose liability on a director, officer, employee or agent of the Association.

(d) An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

(e) An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium of The Residences at World Golf Village, a Condominium, naming this Association as the association thereunder. Upon the recording of the Declaration of Condominium, Ecoventure WGV, Ltd., a Florida limited partnership (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member. In addition, all persons owning a vested present interest in the fee title to any of the condominium units of any additional condominium(s) to be operated and managed by the Association, as evidenced by a duly recorded proper instrument in the public records of St. Johns County, Florida shall be members of the Association and their respective memberships shall automatically terminate as their vested interest in the fee title terminates.

Section 2. Ownership of a unit shall be a prerequisite to exercising any rights as a member. A unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

EXHIBIT C

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Fred S. Ridley	Post Office Box 3433 Tampa, Florida 33601

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Bryan Weber	President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
David Teal	Vice President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
Lynne Blow	Secretary/ Treasurer	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

EXHIBIT C

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Bryan Weber	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
David Teal	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
Lynne Blow	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided hereunto the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

(a) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

- i) If the recall is approved by a majority of all voting interests at a meeting, the recall will be

effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

- ii) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.
- iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

iv) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, not withstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.

v) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules

adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in this Section 7 or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

(a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) seven (7) years after the recordation of the Declaration of Condominiums,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the

members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida

Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

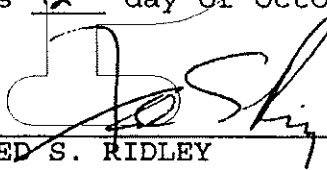
ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

**ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF
PROCESS**

Pursuant to Section 48.091, Florida Statutes, FRED S. RIDLEY, address is Suite 2100, One Tampa City Center Building, 201 N. Franklin Street, Tampa Florida 33601, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 12th day of October, 1998.


FRED S. RIDLEY

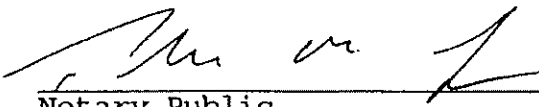
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 12th day of October, 1998, by FRED S. RIDLEY, who is personally known to me and who did not take an oath.



THOMAS M. LITTLE
My Commission CC548834
Expires Apr. 09, 2000


Notary Public

Print Name: _____

Serial Number: _____

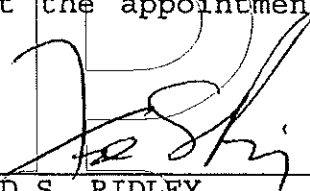
My Commission Expires: _____

3099-167-0442675.04

EXHIBIT C

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.


FRED S. RIDLEY,
Registered Agent

3099-167-0442675.04

FILED
98 OCT 13 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT C

BYLAWS
OF
THE RESIDENCES AT WORLD GOLF VILLAGE
CONDOMINIUM ASSOCIATION, INC.
(A Corporation not for Profit)

ARTICLE I - GENERAL

Section 1. The address and term of existence of THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in St. Johns County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of The Residences at World Golf Village, a Condominium (the "Condominium"), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed to each member at the address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium

EXHIBIT D

of The Residences at World Golf Village, a Condominium (the "Declaration of Condominium"), may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, then upon written application of ten (10) percent of the voting interest to the Board of Directors, the President shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days written notice to each member. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association

which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

Section 6. The percentage of voting interest required to constitute a quorum at a meeting of the members shall be a majority of the voting interest, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2, of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items.

However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE III - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2 above not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote

by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7. The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by Chapter 718, Florida Statutes, the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be

fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

ARTICLE IV - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each member along with the notice of the annual meeting required in Article II, Section 2, hereof.

**ARTICLE V - MANNER OF COLLECTING FROM THE
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

Section 2. Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement

of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and

remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending member a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) or each day of a continuing violation, provided that no such fine shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and the Association's attorney's fees. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration of Condominium these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

ARTICLE VII - ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the

Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), Florida Statutes.

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, among other things, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

Section 4. If the Association operates and manages more than one condominium, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the common elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, *Florida Statutes*. Further, with regard to the separate budget adopted for each separate condominium, the provision set forth in Article II, Section 4, hereof for calling a special meeting and enacting a budget if an adopted budget requires assessments in excess of 115% of the assessments for the proceeding year, shall apply to each separate budget for each separate condominium, where applicable; and only unit owners of the condominium(s) whose budget is/are being considered at the special meeting called to consider and enact same shall be allowed to vote on the separate budget for their particular condominium.

ARTICLE VIII - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX - AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The

resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the voting interest of the members shall be necessary to amend the Bylaws.

ARTICLE X - ARBITRATION

Any matter of controversy or dispute arising from the operation of the condominium between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida, including, without limitation, the procedures set forth in § 718.1255.

3099-167-0442676.02

EXHIBIT D