

JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Charter, Easements, Covenants and Restrictions for Anastasia Dunes Homeowners Association, Inc., dated August 3, 2001, and recorded in Official Records Book 1635, page 23 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT #107

Daniel Griffin
Print Name: DANIEL GRIFFIN

Maurice S. Kophammer
Print Name: MAURICE S. KOPHAMMER

Robert L. Barnard
Print Name: ROBERT L. BARNARD

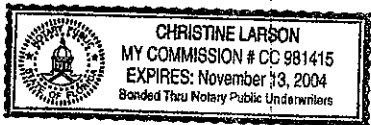
Lois S. Kophammer
Print Name: Lois S. Kophammer

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 1 day of October, 2003, by Maurice & Lois Kophammer, a national banking association on behalf of the corporation. They are personally known to me or have produced _____ for identification.

Notary Name: Christine Larson
My commission#: CC 981415
Commission expires: 11/3/2004
(NOTARY SEAL)



0R2136PG1587

JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Charter, Easements, Covenants and Restrictions for Anastasia Dunes Homeowners Association, Inc., dated August 3, 2001, and recorded in Official Records Book 1635, page 23 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT #85

Susan Barone
Print Name: Susan Barone

[Signature]
Print Name: Stuart Soroka

Louis Defeo
Print Name: Louis Defeo

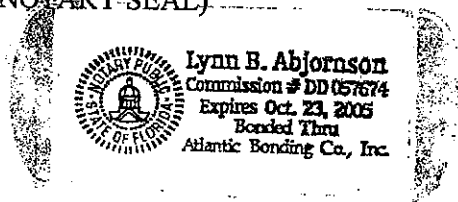
[Signature]
Print Name: Kim Soroka

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2nd day of October, 2003, by Stuart Soroka of _____, national banking association on behalf of the corporation. They are personally known to me X or have produced _____ for identification.

Notary Name: Lynn B. Abjornson
My commission #: DD057674
Commission expires: October 23, 2005
(NOTARY SEAL)



OR2136PG1588

JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Charter, Easements, Covenants and Restrictions for Anastasia Dunes Homeowners Association, Inc., dated August 3, 2001, and recorded in Official Records Book 1635, page 23 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT #82

Ann M Borrello
Print Name: ANN M BORRELLO

Matthew Fox
Print Name: Matthew Fox

George S Fox Jr
Print Name: George S Fox Jr

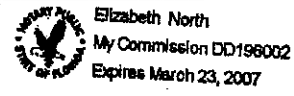
Print Name: _____

STATE OF FLORIDA

COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 30 day of September, 2003, by Matthew Fox of _____, a national banking association on behalf of the corporation. They are personally known to me or have produced _____ for identification.

Notary Name: Elizabeth North Elizabeth North
My commission#: _____
Commission expires: _____
(NOTARY SEAL)



Prepared by and Return to:

James N. McGarvey, Jr.
432 Osecola Avenue
Jacksonville Beach, FL 32250

Public Records of
St. Johns County, FL
Clerk# 04-071872
O.R. 2287 PG 601
09:59AM 09/24/2004
REC \$25.00 SUR \$27.50

⑥
9202

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3rd day of October, 2002, by JNM MAKARIOS DEVELOPMENT VENTURE, LTD., with an address of 432 Osecola Avenue, Jacksonville Beach, Florida 32250, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey and right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances, including but not limited to, those set forth on Exhibit "B" attached hereto and to the following:

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate,

*For Ket - BCC Secty
P. Degradle*

maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right to Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

JNM Makarios Development Venture, Ltd.; a
Florida limited partnership

By: JNM Makarios, Inc.
General Partner

Patricia H. Kelley
(Print) Patricia H. Kelley
Dinah K. Herring
(Print) Dinah K. Herring

By: *James N. McGarvey, Jr.*
James N. McGarvey, Jr.
President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of October 2002, by James N. McGarvey, Jr., as President of JNM Makarios, Inc., a Florida corporation, the general partner of JNM MAKARIOS DEVELOPMENT VENTURE, LTD, a Florida limited partnership, on behalf of the corporation and the partnership.

Patricia H. Kelley
(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Anastasia Dunes Unit Two, recorded in Map Book 42, pages 14 through 18, of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas".

EXHIBIT B

1. MASTER DECLARATION OF AGREEMENTS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAKARIOS ON THE ISLAND recorded February 16, 2000 in Official Records Book 1474, page 1317; FIRST AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 978 and SECOND AMENDMENT thereto recorded November 27, 2000 in Official Records Book 1545, page 983, of the public records of St. Johns County, Florida.
2. FINAL DEVELOPMENT ORDER recorded July 17, 2001 in Official Records Book 1627, page 1330, of the public records of St. Johns County, Florida.
3. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS FOR ANASTASIA DUNES recorded August 3, 2001 in Official Records Book 1635, page 23, of the public records of St. Johns County, Florida,
4. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT ONE, recorded in Map Book 40, pages 80 through 88, of the public records of St. Johns County, Florida.
5. ADOPTION AND DEDICATION, GENERAL NOTES, EASEMENTS and other matters as set forth on the plat of ANASTASIA DUNES UNIT TWO, recorded in Map Book 42, pages 14 through 18, of the public records of St. Johns County, Florida.

All of the Public Records of St. Johns County, Florida

CONSENT AND JOINDER

SouthTrust Bank, N.A., a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1474, page 1284, of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

SOUTHTRUST BANK, N.A.

[Signature]
(Print) Donna K. Herring
[Signature]
(Print) Patricia H. Kelley

By: [Signature]
(Print) Jamie Buckland
Its [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by Jamie Buckland, as Service President of SouthTrust Bank, N.A., on behalf of the Association.

[Signature]
(Print) Patricia H. Kelley
NOTARY PUBLIC
State of Florida at Large
Commission # DD 101492
My Commission Expires: 5-21-06
Personally known
or Produced I.D.



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FARM INSURANCE, INC.

3
③

STATE OF FLORIDA

BELLSOUTH

COUNTY OF St. Johns

Public Records of
St. Johns County, FL
Clerk# 02-004501
O.R. 1707 PG 1500
03:07PM 01/23/2002
REC \$9.00 SUR \$1.50
Doc Stamps \$0.70

Preparer's name:

JNM Makarios Development Venture, Ltd
2453 So. Third Street
Jacksonville Bch, FL 32250

*RECORD & RETURN TO:
LINDA JONES
TRUEVANCE COMMUNICATIONS
3633 ANDREW JACKSON DRIVE
PACE, FLORIDA 32571*

EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Map Book 42, page 14, St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 3, Township 8 So., Range 30 East, Meridian, St. Johns County, State of Florida, consisting of a (strip) (parcel) of land being the platted road rights-of-way of Ocean Forest Drive and Oceangate lane as shown on the plat of the Anastasia Dunes Unit Two recorded in Map Book 42, Pages 14 - 18, public records of St. Johns County, Florida

The following rights are also granted: the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission (or distribution); the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS

The following special stipulations shall control in the event of conflict with any of the foregoing easement.

This easement is not exclusive to BellSouth Telecommunications Inc

OR1707PG1501

In witness whereof, the undersigned has/have caused this instrument to be executed on the 4th day of Jan, 2002

JNM Makarios Development Venture, Ltd
JNM Makarios, Inc., General Partner

Signed, sealed, and delivered in the presence of:

Patricia H. Kelley
Witness

Witness

Patricia H. Kelley
Printed Name

Witness

Dinah K. Herring
Witness

Dinah K. Herring
Printed Name

JNM Makarios, Inc.
Name of Corporation
James N. McGarvey, Jr.
Printed Name

Title President

Attest: Jessie Luther

State of Florida
County of Duval

I HEREBY CERTIFY that JAMES N. McGarvey personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this 4th day of January, 2002 by JAMES N. MCGARVEY, JR. Pres (name and title of officer) of JNM Makarios, Inc. (name of corporation), a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 4th day of January, 2002

Patricia H. Kelley
Notary Public

Patricia H. Kelley
Print Name
CC722880
Commission Number



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED BY THE STATE OF FLORIDA, INC.

My Commission Expires:

5-21-02

Grantor's Address
2453 So. Third Street
Jacksonville Beach, FL 32250

Grantor's Address
BellSouth Telecommunications, Inc.
350 Cumberland Industrial Court
St. Augustine, Florida 32095

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

Date	PRC	Wire Center/DOX	Authority
Drawing	Area Number	Plan Number	R/W/L
Approved			Title

1581

1
5

RETURN TO:
Name: Ponte Vedra Title, LLC
Address: 115 Professional Drive, Ste 101
Ponte Vedra Beach, Florida 32082

THIS INSTRUMENT PREPARED BY:
Name: Ponte Vedra Title, LLC
Address: 115 Professional Drive, Ste 101
Ponte Vedra Beach, Florida 32082

Property Appraisers Parcel Identification (Folio) Number(s):
172491-0830

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FOR RECORDER'S OFFICE

Public Records of
St. Johns County, FL
Clerk# 04-013562
O.R. 2147 PG 475
12:29PM 03/02/2004
REC \$21.00 SUR \$3.00
Doc Stamps \$825.30

**SPECIAL CORPORATE
WARRANTY DEED**

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

**This Special Corporate Warranty Deed, made this 16th day of February, 2004 BETWEEN
JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership**

whose post office address is: **432 Osceola Drive, Jacksonville Beach,**
in the County of **DUVAL,** State of **Florida, 32250** hereinafter called GRANTOR,

and **William Regan and Tara Regan husband and wife**

whose post office address is: **229 Golden Oak Lane, St. Augustine**
in the County of **St. Johns,** State of **Florida,** hereinafter called GRANTEE.

WITNESSETH: That said grantor, for and in consideration of the sum of **Ten and no/100** Dollars,
and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, by these presents has hereby granted, bargained, sold, remised, released, conveyed and confirmed
unto said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying
and being in **St. Johns** County, Florida, to wit:

**LOT 83, ANASTASIA DUNES UNIT TWO, according to plat thereof recorded in Map Book 42, pages
14 through 18, of the public records of St. Johns County, Florida.**

***SUBJECT TO THOSE DEED RESTRICTIONS AS DESCRIBED ON ATTACHED EXHIBIT "A" AND
MADE APART HEREOF.***

SUBJECT TO covenants, conditions, restrictions, easements of record and taxes for the current year.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise
appertaining, to have and to hold the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that, except as otherwise set forth herein, the Grantor
is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful
claims of all persons whomsoever; and that said land is free of all encumbrance except as specified herein.

FOR RECORDER'S OFFICE

OR2147PG 476

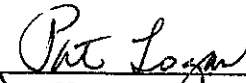
IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal these presents the day and year first above written.

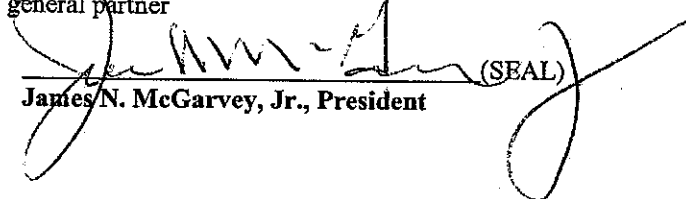
Signed, sealed and delivered in our presence:

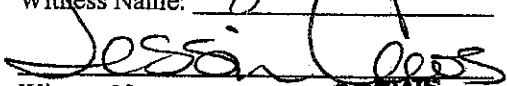
"GRANTOR"

JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership

BY: JNM Makarios, Inc., a Florida corporation, its general partner


Witness Name: PAT LOGAN

 (SEAL)
James N. McGarvey, Jr., President

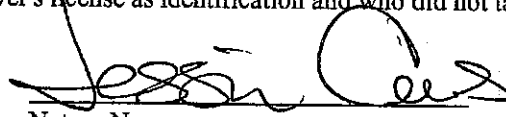

Witness Name: JESSICA CREWS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of February, 2004 by James N. McGarvey, Jr., President of JNM Makarios, Inc., a Florida corporation, general partner of JNM Makarios Development Venture, Ltd., a Florida limited partnership, on behalf of the corporation, who is personally known to me or has produced a valid driver's license as identification and who did not take an oath.



Jessica Crews
MY COMMISSION # DD143954 EXPIRES
October 29, 2006
BONDED THRU TROY FAIN INSURANCE, INC



Notary Name: _____
My commission # JESSICA CREWS
Commission expires: _____



Jessica Crews
MY COMMISSION # DD143954 EXPIRES
October 29, 2006
BONDED THRU TROY FAIN INSURANCE, INC

(Notary Seal)

EXHIBIT "A" TO DEED

THE CONVEYANCE OF THE LAND DESCRIBED IN THE FOREGOING DEED (ALL OF WHICH IS REFERRED TO HEREIN AS THE "LOT", WHICH TERM SHALL INCLUDE ALL LOTS IF MORE THAN ONE BEING CONVEYED BY THE FOREGOING DEED (THE "DEED")) IS SUBJECT TO EACH OF THE FOLLOWING DEED RESTRICTIONS:

1) Grantor Option To Repurchase If Grantee Fails To Timely Construct Single Family Residence.

(a) Grantee acknowledges (i) that he is purchasing the Lot with the intent to build a single family residence, (ii) that successful neighborhoods are formed when single family residences are built and occupied, (iii) that Grantee has agreed to commence the construction of a single family residence on the Lot within the time limits specified below and to diligently pursue the completion of said construction, (iv) that Grantor's conveyance of the Lot to Grantee is based in part upon Grantee's willingness to timely construct a single family residence and (v) that this Deed Restriction is an integral part of Grantee's consideration paid to Grantor for the Lot.

(b) Grantee hereby acknowledges and agrees (i) that he will commence to construct a single family residence (designed and constructed in accordance with Association (as defined in the Declaration) approved plans) on the Lot within ten (10) years of the date (the "Plat Filing Date") on which the plat (or, as the case may be, the re-plat) defining the Lot was filed in the St. Johns County, Florida Map Book and (ii) that he will diligently pursue the construction of his single family residence to completion once it has been commenced.

(c) Grantee acknowledges that construction of an outbuilding without the simultaneous construction of a primary single family residence fails to satisfy the requirement of this Deed Restriction Number 1. Grantee further acknowledges that he must submit plans and begin the architectural review process with the Association in sufficient time to begin construction of his single family residence prior to the end of the above specified ten (10) year period. Grantee further acknowledges that the Anastasia Dunes Association, Inc.'s (the "Association") architectural review process consists of several steps (from initial review to final approved plans) and that Grantee should allow at least a six (6) month period to complete the Association's architectural review and approval process.

(d) If Grantee does not timely improve the Lot, then Grantor, at its election, may repurchase the Lot. The repurchase price shall be equal to the original price of the Lot or the current market value of the Lot, whichever is less, plus the costs or fair market value, whichever is less, of any "approved" improvements made to the Lot. "Approved" improvements means only those improvements made in accordance with plans and specifications approved by the Association. Such repurchase shall be pursuant to similar closing documents and the parties shall pay the same closing cost as have applied to the conveyance of the Lot from Grantor to Grantee pursuant to this Deed.

(e) Grantor shall notify Grantee within six (6) months after that date which is prior to the Required Commencement Date whether Grantor, at its election, will exercise its repurchase option. If so, the closing of the repurchase shall occur within thirty (30) days of Grantor's notification on the date and at the time and location within St. Johns or Duval County, Florida designated by Grantor.

(f) If Grantor fails to timely notify Grantee that it is affirmatively exercising its repurchase option, then it shall be deemed that Grantor has elected not to exercise its repurchase option.

(g) This Deed Restriction Number 1 shall terminate on that date which is five (5) years after the Required Commencement Date; provided that such termination shall not prejudice or effect any actions (such as Grantor's notice of repurchase) taken prior to the termination.

2) Right of First Refusal on Resale of Unimproved Lot.

(a) Until a single family residence designed and constructed in accordance with Association approved plans is constructed on the Lot, Grantor shall have a continuing right of first refusal to repurchase the Lot.

(b) If Grantee intends to sell the Lot prior to the completion of such a residence, then before Grantee becomes contractually obligated, he must give written notice of his intent to sell to Grantor, attaching a copy of the proposed purchase contract Grantee intends to accept. Grantee hereby grants Grantor a right of first refusal to repurchase the Lot for the same price and terms Grantee intends to accept.

(c) Grantor shall have five (5) business days from receipt of Grantee's written notice (which notice shall include a copy of the proposed purchase contract) to notify Grantee whether it will exercise its right to repurchase. If so, the conveyance of the Lot from Grantee to Grantor shall be for the same price and terms as Grantee intends to sell the Lot, as such price and terms are specified in the proposed purchase contract. If not, then Grantee may sell the Lot to another purchaser, but only for the same price and terms offered to Grantor as specified in the proposed purchase contract. If Grantee does not consummate that sale, Grantor's right of first refusal applies to all subsequent offers.

(d) This option shall not be construed to impair the rights of foreclosure of any mortgagee on the Lot or the rights of any mortgagee to accept a deed in lieu of foreclosure.

(e) This Deed Restriction Number 2 shall terminate upon the earlier of (i) Grantor's recordation of a termination agreement in the St. Johns County, Florida public records; (ii) Grantor's sale of all of the lots in the "Anastasia Dunes" residential subdivision (meaning all lots in all plats and replats of said Subdivision) (Anastasia Dunes shall be referred to herein as the "Subdivision"); or (iii) that date which is ten (10) years after the date of this Deed.

3) Wetlands.

(a) By his acceptance of this Deed, Grantee acknowledges that wetland areas (as so designated by the St. Johns River Water Management District (the "District") and/or the Army Corp of Engineers (the "Corps")) are located on or adjacent to certain lots in the Subdivision. If wetlands are located on or adjacent to Grantee's Lot, Grantee agrees to exercise due care during his construction so as not to disturb said wetlands including screening

the wetlands and/or refraining from filling and/or impacting the wetlands without first obtaining all proper permits.

(b) If either or both of the Subdivision District Permit(s) or Corps Permit(s) impose any obligations or requirements on the Lot, or on lands adjacent to the Lot, then Grantee, by his acceptance of this deed, expressly agrees to assume and perform all of such obligations and responsibilities.

(c) By his acceptance of this Deed, Grantor, jointly and severally if more than one, agrees to indemnify Grantor and hold it harmless from any and all costs (including attorney's fees and costs, whether incurred during settlement, at trial, upon appeal or during agency, administrative or bankruptcy proceedings) incurred as a result of Grantee's failure to properly assume, fulfill or perform any duty, obligation or requirement of either or both of the Subdivision District or Corps Permits.

(d) This Deed Restriction Number 3 shall not terminate and, instead, shall apply in perpetuity.

THE FOREGOING THREE (3) DEED RESTRICTIONS SHALL BE GOVERNED BY THE FOLLOWING TERMS AND PROVISIONS:

- 1) Each of the foregoing Deed Restrictions shall exist continuously until terminated. Deed Restrictions Numbers 1 and 2 shall terminate on its respective individual termination date as specified above. Deed Restriction Number 3 shall not terminate and, instead, shall endure in perpetuity.
- 2) Whenever in this Exhibit "A" the singular is used, the same shall include the plural where appropriate; and words of gender shall include the masculine, feminine and/or neuter, as appropriate.
- 3) Each of these Deed Restrictions shall run with title and shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.
- 4) If this Deed applies to more than one Lot, then each of the Deed Restrictions in this Exhibit "A" shall apply to all of said Lots, individually and collectively.
- 5) These Deed Restrictions are in addition to all other covenants, conditions, restrictions and easements of record, including, without limitation, those contained in the Anastasia Dunes Declaration of Charter, Easements, Covenants and Restrictions (the "Declaration") recorded in Official Records Book 1635, page 23, of the current Public Records of St. Johns County, Florida.

7280

PONTE VEDRA TITLE

5

RETURN TO:
Name: Joseph E. Logan, Jr. and Wanda G. Logan
Address: P.O. Box 69
East. Palatka, FL 32131

FOR RECORDER'S OFFICE Public Records of
St. Johns County, FL
Clerk# 04-007589
O.R. 2133 PG 26
11:58AM 02/04/2004
REC \$21.00 SUR \$3.00
Doc Stamps \$888.30

THIS INSTRUMENT PREPARED BY:
Name: Ponte Vedra Title, LLC
Address: 115 Professional Drive, Ste 101
Ponte Vedra Beach, Florida 32082

Property Appraisers Parcel Identification (Folio) Number(s):
172491-1030

Space above this line for processing data

SPECIAL CORPORATE
WARRANTY DEED

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

This Special Corporate Warranty Deed, made this 28th day of January, 2004 BETWEEN
JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership

whose post office address is: 432 Osceola Drive, Jacksonville Beach,
in the County of DUVAL, State of Florida, 32250 hereinafter called GRANTOR,

and Joseph E. Logan, Jr. and Wanda G. Logan husband and wife

whose post office address is: P.O. Box 69, E. Palatka
in the County of State of Florida, 32131 hereinafter called GRANTEE.

WITNESSETH: That said grantor, for and in consideration of the sum of Ten and no/100 Dollars,
and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, by these presents has hereby granted, bargained, sold, remised, released, conveyed and confirmed
unto said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying
and being in St. Johns County, Florida, to wit:

LOT 103, ANASTASIA DUNES UNIT TWO, according to plat thereof recorded in Map Book 42,
pages 14 through 18, of the public records of St. Johns County, Florida.

**SUBJECT TO THOSE DEED RESTRICTIONS AS DESCRIBED ON ATTACHED EXHIBIT "A" AND
MADE APART HEREOF.**

SUBJECT TO covenants, conditions, restrictions, easements of record and taxes for the current year.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise
appertaining, to have and to hold the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that, except as otherwise set forth herein, the Grantor
is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful
claims of all persons whomsoever; and that said land is free of all encumbrance except as specified herein.

FOR RECORDER'S OFFICE

OR2133PG 27

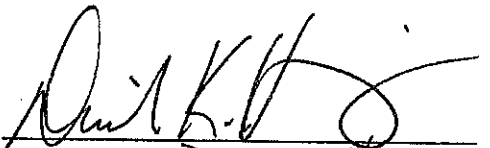
IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal these presents the day and year first above written.

Signed, sealed and delivered in our presence:

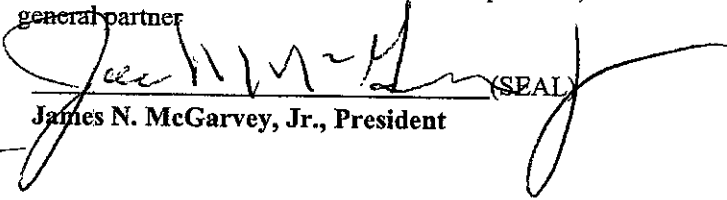
"GRANTOR"

JNM MAKARIOS DEVELOPMENT VENTURE, LTD., a Florida limited partnership

BY: JNM Makarios, Inc., a Florida corporation, its general partner



Witness Name: Dina K. Herring

 (SEAL)

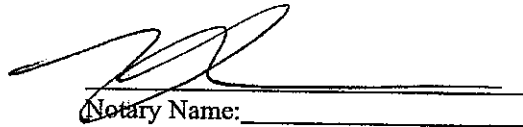
James N. McGarvey, Jr., President



Witness Name: Heather M. Reynolds

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 28th day of January, 2004 by James N. McGarvey, Jr., President of JNM Makarios, Inc., a Florida corporation, general partner of JNM Makarios Development Venture, Ltd., a Florida limited partnership, on behalf of the corporation, who is personally known to me or has produced a valid driver's license as identification and who did not take an oath.



Notary Name: _____

My commission # _____

Commission expires: _____



Heather M. Reynolds
Commission # DD125321
Expires June 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal)

EXHIBIT "A" TO DEED

THE CONVEYANCE OF THE LAND DESCRIBED IN THE FOREGOING DEED (ALL OF WHICH IS REFERRED TO HEREIN AS THE "LOT", WHICH TERM SHALL INCLUDE ALL LOTS IF MORE THAN ONE BEING CONVEYED BY THE FOREGOING DEED (THE "DEED")) IS SUBJECT TO EACH OF THE FOLLOWING DEED RESTRICTIONS:

1) **Grantor Option To Repurchase If Grantee Fails To Timely Construct Single Family Residence.**

(a) Grantee acknowledges (i) that he is purchasing the Lot with the intent to build a single family residence, (ii) that successful neighborhoods are formed when single family residences are built and occupied, (iii) that Grantee has agreed to commence the construction of a single family residence on the Lot within the time limits specified below and to diligently pursue the completion of said construction, (iv) that Grantor's conveyance of the Lot to Grantee is based in part upon Grantee's willingness to timely construct a single family residence and (v) that this Deed Restriction is an integral part of Grantee's consideration paid to Grantor for the Lot.

(b) Grantee hereby acknowledges and agrees (i) that he will commence to construct a single family residence (designed and constructed in accordance with Association (as defined in the Declaration) approved plans) on the Lot within ten (10) years of the date (the "Plat Filing Date") on which the plat (or, as the case may be, the re-plat) defining the Lot was filed in the St. Johns County, Florida Map Book and (ii) that he will diligently pursue the construction of his single family residence to completion once it has been commenced.

(c) Grantee acknowledges that construction of an outbuilding without the simultaneous construction of a primary single family residence fails to satisfy the requirement of this Deed Restriction Number 1. Grantee further acknowledges that he must submit plans and begin the architectural review process with the Association in sufficient time to begin construction of his single family residence prior to the end of the above specified ten (10) year period. Grantee further acknowledges that the Anastasia Dunes Association, Inc.'s (the "Association") architectural review process consists of several steps (from initial review to final approved plans) and that Grantee should allow at least a six (6) month period to complete the Association's architectural review and approval process.

(d) If Grantee does not timely improve the Lot, then Grantor, at its election, may repurchase the Lot. The repurchase price shall be equal to the original price of the Lot or the current market value of the Lot, whichever is less, plus the costs or fair market value, whichever is less, of any "approved" improvements made to the Lot. "Approved" improvements means only those improvements made in accordance with plans and specifications approved by the Association. Such repurchase shall be pursuant to similar closing documents and the parties shall pay the same closing cost as have applied to the conveyance of the Lot from Grantor to Grantee pursuant to this Deed.

(e) Grantor shall notify Grantee within six (6) months after that date which is prior to the Required Commencement Date whether Grantor, at its election, will exercise its repurchase option. If so, the closing of the repurchase shall occur within thirty (30) days of Grantor's notification on the date and at the time and location within St. Johns or Duval County, Florida designated by Grantor.

(f) If Grantor fails to timely notify Grantee that it is affirmatively exercising its repurchase option, then it shall be deemed that Grantor has elected not to exercise its repurchase option.

(g) This Deed Restriction Number 1 shall terminate on that date which is five (5) years after the Required Commencement Date; provided that such termination shall not prejudice or effect any actions (such as Grantor's notice of repurchase) taken prior to the termination.

2) **Right of First Refusal on Resale of Unimproved Lot.**

(a) Until a single family residence designed and constructed in accordance with Association approved plans is constructed on the Lot, Grantor shall have a continuing right of first refusal to repurchase the Lot.

(b) If Grantee intends to sell the Lot prior to the completion of such a residence, then before Grantee becomes contractually obligated, he must give written notice of his intent to sell to Grantor, attaching a copy of the proposed purchase contract Grantee intends to accept. Grantee hereby grants Grantor a right of first refusal to repurchase the Lot for the same price and terms Grantee intends to accept.

(c) Grantor shall have five (5) business days from receipt of Grantee's written notice (which notice shall include a copy of the proposed purchase contract) to notify Grantee whether it will exercise its right to repurchase. If so, the conveyance of the Lot from Grantee to Grantor shall be for the same price and terms as Grantee intends to sell the Lot, as such price and terms are specified in the proposed purchase contract. If not, then Grantee may sell the Lot to another purchaser, but only for the same price and terms offered to Grantor as specified in the proposed purchase contract. If Grantee does not consummate that sale, Grantor's right of first refusal applies to all subsequent offers.

(d) This option shall not be construed to impair the rights of foreclosure of any mortgagee on the Lot or the rights of any mortgagee to accept a deed in lieu of foreclosure.

(e) This Deed Restriction Number 2 shall terminate upon the earlier of (i) Grantor's recordation of a termination agreement in the St. Johns County, Florida public records; (ii) Grantor's sale of all of the lots in the "Anastasia Dunes" residential subdivision (meaning all lots in all plats and replats of said Subdivision) (Anastasia Dunes shall be referred to herein as the "Subdivision"); or (iii) that date which is ten (10) years after the date of this Deed.

3) **Wetlands.**

(a) By his acceptance of this Deed, Grantee acknowledges that wetland areas (as so designated by the St. Johns River Water Management District (the "District") and/or the Army Corp of Engineers (the "Corps")) are located on or adjacent to certain lots in the Subdivision. If wetlands are located on or adjacent to Grantee's Lot, Grantee agrees to exercise due care during his construction so as not to disturb said wetlands including screening the wetlands and/or refraining from filling and/or impacting the wetlands without first obtaining all proper permits.

(b) If either or both of the Subdivision District Permit(s) or Corps Permit(s) impose any obligations

N:\CLOSINGS\ANASTASIADUNES\DEED-RESTRICTIONS.WPD

or requirements on the Lot, or on lands adjacent to the Lot, then Grantee, by his acceptance of this deed, expressly agrees to assume and perform all of such obligations and responsibilities.

(c) By his acceptance of this Deed, Grantor, jointly and severally if more than one, agrees to indemnify Grantor and hold it harmless from any and all costs (including attorney's fees and costs, whether incurred during settlement, at trial, upon appeal or during agency, administrative or bankruptcy proceedings) incurred as a result of Grantee's failure to properly assume, fulfill or perform any duty, obligation or requirement of either or both of the Subdivision District or Corps Permits.

(d) This Deed Restriction Number 3 shall not terminate and, instead, shall apply in perpetuity.

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