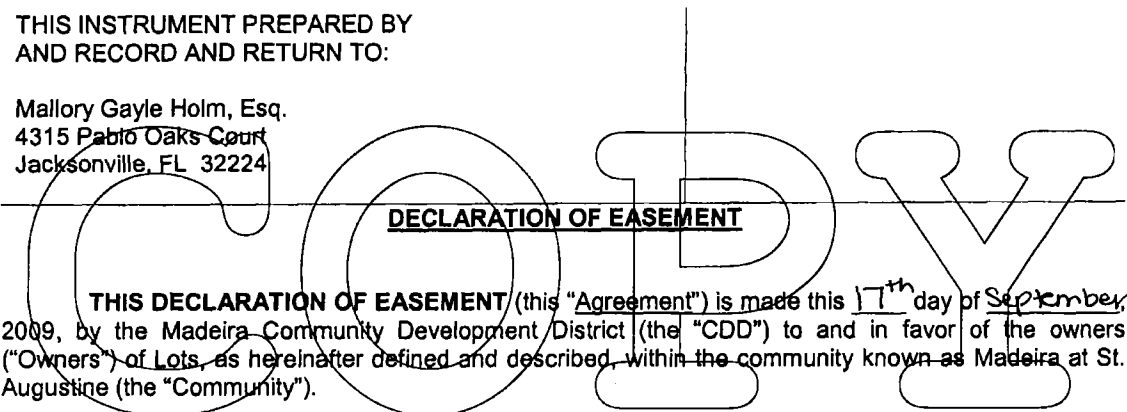


THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Mallory Gayle Holm, Esq.
4315 Pablo Oaks Court
Jacksonville, FL 32224



DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Agreement") is made this 17th day of September 2009, by the Madeira Community Development District (the "CDD") to and in favor of the owners ("Owners") of Lots, as hereinafter defined and described, within the community known as Madeira at St. Augustine (the "Community").

RECITALS:

- A. The CDD is the owner of the streets and rights of way more particularly described on the Plat of the Community recorded at Map Book 63, pages 24 to 31, Map Book 64, pages 15 to 24, and Map Book 64, pages 63 to 65 of the public records of St. Johns County, Florida (as amended, modified, or replatted in the future, the "Plat").
- B. The Plat depicts and divides the Community into various tracts, including, without limitation, residential lots (each, a "Lot" and collectively, the "Lots").
- C. The Plat also depicts the streets that have been paved and will be used by the Owners for ingress and egress to the Lots.
- D. The rights of way owned by the CDD, as shown on the Plat, are wider and broader than the paved streets, creating a gap between the boundaries of the Lots parallel to the streets and the edge of the streets (the "ROW Gap").
- E. The Lots are subject to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Madeira at St. Augustine, recorded at OR Book 3095, page 900 of the public records of St. Johns County, Florida (the "Declaration").
- F. The ROW Gap may be subject to the rights of other parties to install, operate, and maintain electric, gas, cable tv, telephone and other utilities ("Other Easement").
- G. The CDD desires to grant and declare a nonexclusive easement for the benefit of the Owners, and their successors and assigns, for access, ingress, and egress, and landscape and driveway installation and maintenance over and across the ROW Gap (the "ROW Easement") and the Owners have agreed to accept such easement on the terms and conditions hereinafter set forth.

NOW, THEREFORE,

- 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. **Easements.** Subject to the terms and conditions of this Agreement, the CDD hereby grants and declares the ROW Easement for each Owner, to wit: A non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress over and across the ROW Gap pertaining to and contiguous to each Owner's individual Lot, for the benefit of such Owner, its successors and assigns as subsequent Lot owners, and each Owner's invitees. Such ROW Easement includes, subject to the remaining terms hereof, the right to install landscaping and a driveway and driveway apron to abut the adjacent street.

3. Compliance by Owner. Each Owner's use and enjoyment of the easement(s) granted herein shall be subject to compliance by such Owner with the following: (i) all applicable governmental laws, rules, and regulations; (ii) the terms and conditions of the Declaration, and (iii) the rights of the holders of, and the terms and conditions set forth in, the Other Easements. The ROW Easement granted to each Owner shall constitute, for purposes of the Declaration and the maintenance requirements set forth therein, a portion of such Owner's Lot. Therefore, each Owner shall, among other things, be obligated to maintain the ROW Easement to the same standards and in the same manner, as required by the Declaration for such Owner's Lots. By way of example and not limitation, the Declaration requires in Section 5.3 that each Owner keep his or her Lot in good condition and repair, including, without limitation, mowing and weeding. Each Owner shall, to the extent not covered by a driveway or driveway apron as permitted hereunder and under the Declaration or by sidewalks, install and maintain grass or other appropriate landscape material over the ROW Easement.

4. Successors and Assigns. The easements conveyed, granted and declared herein shall be deemed to run with title to the Lots in perpetuity. The ROW Easement and the terms and conditions hereof shall be binding upon the Owners and upon their respective heirs, personal representatives, successors in title, successors and assigns, and all other persons, parties or legal entities claiming by, through or under such parties ("Permitees").

5. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a dedication of the ROW Easement, or any portion or portions thereof, to any governmental body or agency or to the general public, or construed to create any rights in or for the benefit of any persons other than the Owners and their Permitees.

IN WITNESS WHEREOF, the CDD has executed this Agreement for the purposes stated herein as of the date first above written.

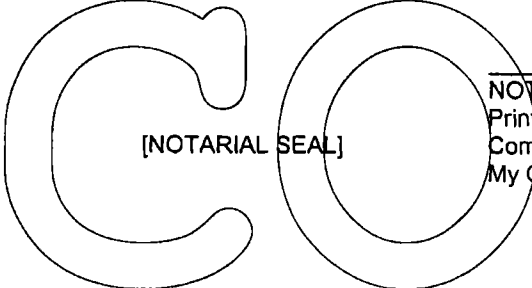
Madeira Community Development District

By: [Signature]
Name: Chris Vanzant
Title: Chairman

STATE OF FLORIDA
COUNTY OF DUVAL

I, the undersigned, a Notary Public, do hereby certify that Chris Vanzant, the Chairman of the Madeira Community Development District, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the District. He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this 17th day of September, 2009.



[Signature]
NOTARY PUBLIC, State of _____
Printed name: _____
Commission No.: _____
My Commission expires: _____



Acknowledged, Agreed, and Accepted by the Owners as of the date hereof:

Ponce Associates, LLC

By: [Signature]
Name: SALLY LARKIN HALL
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

I, the undersigned, a Notary Public, do hereby certify that Sally Larkin Hall, the Vice President of Ponce Associates, LLC, a Florida limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this 17th day of September, 2009.

[NOTARIAL SEAL]

Madeira Partners, LLC

By: [Signature]
Name: John C. Kunkel
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

I, the undersigned, a Notary Public, do hereby certify that John C. Kunkel, the Vice President of Madeira Partners, LLC, a Florida limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this 17th day of September, 2009.

[NOTARIAL SEAL]

