

ORDINANCE NUMBER 82-47

INTRODUCED BY: COMMISSIONER CURTAN

AN ORDINANCE OF THE COUNTY OF ST. JOHNS,
STATE OF FLORIDA, REZONING LANDS AS DESCRIBED
HEREINAFTER FROM PRESENT ZONING CLASSIFICATION
OF OPEN RURAL TO PLANNED UNIT DEVELOPMENT

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA:

SECTION 1. As requested by Talmadge Stuckey in his application for zoning change #R-82-30 (hereinafter, the Matanzas Shore PUD Application), the zoning classification of the lands described in Exhibit C is hereby changed from Open Rural to Planned Unit Development, (hereinafter, the "Matanzas Shore PUD").

SECTION 2. Development within the Matanzas Shore PUD shall proceed in accordance with the Matanzas Shore PUD Application as modified and supplemented by the provisions of this ordinance and as indicated by the Amended Application hereto as Exhibit A and the site plan attached hereto as Exhibit B and the legal description attached hereto as Exhibit C. All development shall be consistent with the aforesaid Exhibits unless contrary to this ordinance in which case, the ordinance provisions shall apply.

SECTION 3. The location of various uses and densities within the Matanzas Shore PUD shall be in accordance with the Development Plan (Exhibits A, B, C and D) submitted by Talmadge Stuckey and incorporated in the Matanzas Shore PUD Application except that the developer shall have the right to change the boundaries of the various parcels designated on the development Plan provided that no such change or combination changes shall defeat the spirit and intent of the PUD Ordinance as manifested in the site plan (Exhibit B).

SECTION 4. In connection with the Matanzas Shore PUD Application, Talmadge Stuckey has submitted a preliminary site plan as required by Section 8-2-2 of the St. Johns County Zoning Ordinance which shows a preliminary vehicular and pedestrian circulation system. It is understood that this site plan is for information purposes only and that the developer shall not be bound by the detail shown on the site plan. It is further understood however, that the site plan is illustrative of the approach which Talmadge Stuckey shall be required to take to solve the problem of vehicular and pedestrian circulation and that any Final Development Plan submitted within the Matanzas Shore PUD shall be approved only if it comports with the spirit and intent of the PUD ordinance as manifested in the preliminary site plan.

SECTION 5. The legal description of the development is attached hereto as Exhibit C. This description excludes the "Island" land referred to in condition #1 of the planning recommendation.

SECTION 6. The sale of the units shall be by dwelling unit and lot as a package sale.

SECTION 7. Finish of the recreation areas must be provided at the completion of phase II or earlier.

SECTION 8. There will be a 50 ft. set back from A1A, in which no structure may be placed.

SECTION 9. Patio Homes shall have a minimum 10 ft. set back on North/South with placement of structure, and further the North/South setback for townhouses from adjacent property shall be 20 ft.

SECTION 10. Possible alignment with Ocean Galley entrance shall be considered, and if possible, shall be done consistent with Exhibit D attached hereto.

SECTION 11. Sewage treatment and drainage standards meeting or exceeding State and County requirements shall be incorporated.

SECTION 12. Acceleration and deceleration lanes, as shown by Exhibit B, or as per the realignment with Ocean Galley as provided in #10 above, shall be incorporated for the alleviation of traffic problems on ALA.

SECTION 13. There shall be paved pedestrian walkways.

SECTION 14. The Zoning Inspector is authorized to issue construction permits allowed by zoning classification as rezoned hereby, upon approval of Final Development Plans.

SECTION 15. This ordinance shall take effect immediately upon receipt of official acknowledgment of the Office of The Secretary of State to the Clerk of the Board of County Commissioners of St. Johns County, that the same has been filed.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA:

BY Francis M. Brubaker
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: Marie Hudson
Deputy Clerk

(Seal)

Adopted regular meeting 07/27/82

Effective 8-2-82

81-47

The St. Augustine Record
PUBLISHED EVERY AFTERNOON EXCEPT SUNDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, }
COUNTY OF ST. JOHNS }

Before the undersigned authority personally appeared _____
Arthur V. Brown who on oath says that he is
Display Advertising Manager of the St. Augustine Record, a
daily newspaper published at St. Augustine in St. Johns County, Florida;
that the attached copy of advertisement, being a _____
Notice of Board of County Commissioners Meeting
_____ in the matter of _____
Rezoning OR to PUD
_____ in the _____ Court,
was published in said newspaper in the issues of _____
June 11, 1982.

Affiant further says that the St. Augustine Record is a newspaper
published at St. Augustine, in said St. Johns County, Florida, and that the
said newspaper has heretofore been continuously published in said St.
Johns County, Florida, each day, except Sundays, and has been entered
as second class mail matter at the post office in the City of St. Augustine,
in said St. Johns County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me
this 14th day of June Arthur V. Brown

82
Luz M. Walker

(SEAL) Notary Public

Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonded thru Froy Park - Insurance, etc.

CONT. TO. 7-27-82

COPY OF ADVERTISEMENT

NOTICE IS HEREBY GIVEN THAT
THE BOARD OF COUNTY COM-
MISSIONERS OF ST. JOHNS
COUNTY, FLORIDA, AT ITS
REGULAR MEETING ON THE 13
DAY OF JULY 1982, AT 1:30
O'CLOCK, P.M. IN THE COUNTY
COMMISSIONERS MEETING
ROOM, ST. JOHNS COUNTY
COURTHOUSE, ST.
AUGUSTINE, FLORIDA, WILL
CONSIDER PASSAGE OF THE
FOLLOWING ORDINANCE:

AN ORDINANCE OF THE
COUNTY OF ST. JOHNS, STATE
OF FLORIDA, REZONING LANDS
AS DESCRIBED HEREINAFTER
FROM THE PRESENT ZONING
CLASSIFICATION OF OR TO
PUD.

BE IT ORDAINED BY THE
BOARD OF COUNTY COMMISS-
IONERS OF ST. JOHNS COUN-
TY, FLORIDA.

SECTION 1. Pursuant to the ap-
plication of Talmadge Stuckey
a/k/a Matanzas Shores Dev.
OWNER/S OF the following
described land, zoning classifica-
tion of OR on the following
described lands:

Government Lots 1 and 2 of
Section 15, Township 8 South,
Range 30 East, lying West of
State Road A1A, excepting the
North 1120 feet thereof; also,
Government Lots 3 and 4 of
Section 15, Township 8 South,
Range 30 East, lying West of State Road
A1A, excepting the South 1000
feet thereof; being shown on an
unrecorded plat prepared by J.W.
Summerville as Lots 23, 24, 25, 26
and 27.

The North 300 feet of the South
1000 feet of Government Lots 3
and 4 of Section 15, Township 8
South, Range 30 East, lying West
of State Road A1A; being shown
on an unrecorded plat prepared
by J.W. Summerville as Lots 28,
29 and 30.

Together with all right, title and
interest of the grantors in and to
the lands lying westerly of and
adjacent to the above described
lands and between the north and
south lines thereof extended
westerly to the waters of the
Matanzas River,
is hereby changed to BUD (Planned
Unit Development).

SECTION 2. Nothing herein con-
tained shall be deemed to impose
conditions, limitations or re-
quirements not applicable to all
other land in zoning district
wherein said lands are located.

SECTION 3. The Zoning Inspector
is authorized to issue con-
struction permits allowed by zon-
ing classification as rezoned
hereby.

SECTION 4. This Ordinance shall
take effect immediately upon
receipt of official acknowle-
gment of the office of the
Secretary of State to the Clerk of
the Board of County Commis-
sioners, that same has been filed.

BOARD OF COUNTY
COMMISSIONERS OF
ST. JOHNS COUNTY,
FLORIDA
By: Carl "Bud" Markel
CLERK

If a person desires to appeal any
decision made by the Board of
County Commissioners with
respect to any matter considered
at the meeting or hearing he will
need a record of the proceedings,
and for such purpose he may
need to ensure that a verbatim
record of the proceedings is
made, which record includes the
testimony and evidence upon
which the appeal is to be based.

L880 June 11, 1982

APPLICATION FOR REZONING
TO
PLANNED UNIT DEVELOPMENT

MATANZAS SHORES

APPLICANT:

TALMADGE STUCKEY

FINAL MATANZAS SHORE
PUD

EXHIBIT "A"

INDEX

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3. CERTIFICATE OF PROPERTY OWNERS
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5. STATEMENT OF INTENDED PLAN OF DEVELOPMENT
6. BREAKDOWN OF ACREAGE AND DWELLING UNITS
7. STATEMENT OF SCHEDULE OF DEVELOPMENT
8. STATEMENT REGARDING OWNERSHIP OF COMMON FACILITIES
9. STATEMENT REGARDING MAINTENANCE OF THE PLANNED UNIT DEVELOPMENT
10. PROPOSED COVENANTS AND RESTRICTIONS OF THE MATANZAS SHORES DEVELOPMENT
11. EXHIBITS:
 - a) Survey of Property Sought to be Rezoned.
 - b) Large scale of topographic map.
 - c) Large scale of rendering of the Planned Unit Development.

INTRODUCTION

Enclosed herein you will please find an application for rezoning for a Planned Unit Development with accompanying documents as required by the St. Johns County Zoning Ordinance. The applicant is Talmadge Stuckey, a builder and developer and owner of Matanzas Shores Development.

The real property sought to be rezoned consists of 36.4 acres of land, situated on the West side of State Road 1A South; immediately South of St. Augustine Beach and across from the old Kon-Tiki Campground. A metes and bounds description of said real property is attached hereto as Exhibit A. Said real property to be rezoned is owned by the applicant, Talmadge Stuckey, and said property owner agrees to proceed with the proposed development in accordance with the PUD ordinances adopted by the St. Johns County Board of County Commissioners. Further, said owner agrees to comply with all conditions and safeguards established by the St. Johns County Zoning Board or Board of County Commissioners regarding said PUD.

Additional exhibits and documents attached hereto in support of this application are as follows:

- Statement of intended plan of development;
- Breakdown of acreage and dwelling units;
- Statement regarding ownership of common facilities;
- Statement regarding maintenance of the Planned Unit Development;
- Proposed covenants and restrictions of Matanzas Shores Development.

A large scale survey map, topographic map and rendering of the PUD have been furnished to the St. Johns County Zoning Department in order to facilitate review of the project.

ZONING APPLICATION

ST. JOHNS COUNTY ZONING BOARD

APPLICATION FOR ZONING CHANGE, VARIANCE OR EXCEPTION - DATE _____

FILE NUMBER : _____ ZONING DISTRICT _____

I, undersigned Hereby applies for zoning change , variance or exception on the following described Land, Located in St. Johns County

LEGAL DESCRIPTION : see attached exhibit A _____

PROPERTY ADDRESS: (give street address when available, or give detailed directions to property: South of St. Augustine Beach on Highway 1A, across the highway from the property formerly known as Kon Tiki Campground.

NAME AND ADDRESS AND TELEPHONE NUMBER OF OWNER(S) OF SUBJECT PROPERTY: Talmadge Stuckey, P. O. Box 927, Green Cove Springs, Florida _____

CURRENT ZONING CLASSIFICATION: _____ OR _____

CHANGE, VARIANCE OR EXCEPTION REQUESTED: PUD Zoning change to allow development of the Planned Unit Development

ATTACH LIST OF ADJACENT PROPERTY OWNERS WITHIN 300 FEET, LIST MUST SHOW NAME, ADDRESS AND LEGAL DESCRIPTION AS CONTAINED IN CURRENT TAX ROLLS OF ST. JOHNS COUNTY, FLORIDA. See attached list.

PRESENT USE OF LAND: Vacant _____

SPECIFIC USE OR REASON FOR REQUESTED CHANGE, VARIANCE OR EXCEPTION: In order to allow the highest and best use of the land through a Planned Unit Development.

SIZE OF LAND (dimensions or acreage) 36.4 Acres _____

HAS APPLICATION BEEN SUBMITTED FOR ZONING CHANGE, VARIANCE OR EXCEPTION ON ABOVE DESCRIBED PARCEL (or part of) WITHIN THE PAST YEAR?

IF SO, GIVE DATE AND FINAL DISPOSITION: No _____

O. APPLICANT'S NAME, ADDRESS AND PHONE NUMBER: Talmadge Stuckey

P. O. Box 927, Green Cove Springs, Florida

Talmadge Stuckey X SIGNATURE OF APPLICANT:

PROOF OF OWNERSHIP: deed or certificate by lawyer or abstract company or title insurance company that states the record owner is the applicant, MUST BE ATTACHED TO THIS APPLICATION.

IF THE APPLICANT AND THE OWNER ARE DIFFERENT PARTIES, A LETTER OF authorization must be attached(notorized) that gives the applicant permission to request the rezoning, change or variance.

SIGNATURE OF APPLICANT CERTIFIES THAT ALL INFORMATION IS CORRECT AND THAT THE ATTACHED LIST OF ADJACENT PROPERTY OWNERS IS FROM THE CURRENT AD VALOREM TAX ROLLS OF ST. JOHNS COUNTY, FLORIDA.

If a person decides to appeal any decision made by the Zoning Board or Board of County Commissioners, with respect to any matter considered at the hearing, he will need a record of the proceedings, and for such purposes he may need to ensure that a verbatim record of the proceeding is made, which records includes the testimony and evidence upon which the appeal is based.

REF 502 PAGE 373
REC

SCHEDULE "A"

Government Lots 1 and 2 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A1A, excepting the North 1130 feet thereof; also, Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A1A, excepting the South 1000 feet thereof; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 23, 24, 25, 26 and 27.

The North 300 feet of the South 1000 feet of Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A1A; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 28, 29 and 30.

Together with all right, title and interest of the grantors in and to the lands lying westerly of and adjacent to the above described lands and between the north and south lines thereof extended westerly to the waters of the Matanzas River.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

03 JUL 28 PM 2:47

Paul "Bud" Munkel
CLERK OF CIRCUIT COURT

VERIFIED BY
JMS

CERTIFICATE OF PROPERTY OWNERS

81 10564

OFF REC 502 PAGE 371

This instrument was prepared by:

RICHARD G. WEINBERG
of the Law Office of
WEINSTEIN, WEINBERG & CONN
28 Cordova Street
ST. AUGUSTINE, FLORIDA 32084

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 22d day of May 1981, Between
ROY G. FYE and ILAINE M. FYE, his wife,

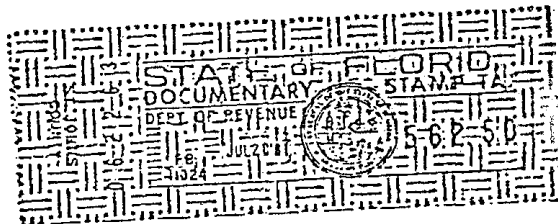
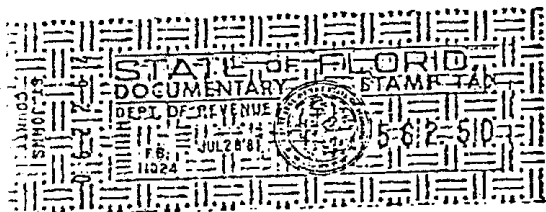
of the County of HALIFAX, State of Virginia, grantor, and
TALMADGE STUCKEY

whose post office address is P.O. BOX 927
of the County of CLAY, State of Florida, grantee,
GREEN LOVE SPAINES FLA 32043

Witnesseth, That said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00)-----

Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in St. Johns County, Florida, to-wit:

Legal Description per Schedule "A" attached hereto and made
a part hereof.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Charles R. ...
Witness as to Roy G. Fye
...
Witness as to Roy G. Fye
...
Witness as to Ilaine M. Fye
...
Witness as to Ilaine M. Fye

Roy G. Fye (Seal)
Ilaine M. Fye (Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

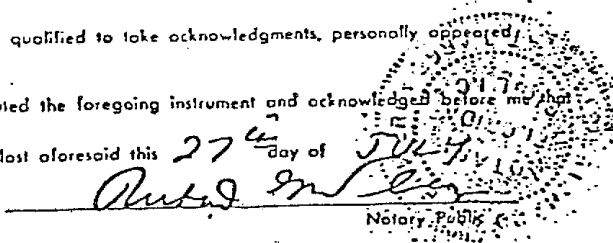
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ROY G. FYE

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that
he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of July 1981.

My commission expires:



(Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 2011
BOULEVARD THRU GENERAL INS. UNDERWRITERS

8-20-83

SCHEDULE "A"

Government Lots 1 and 2 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the North 1130 feet thereof; also, Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the South 1000 feet thereof; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 23, 24, 25, 26 and 27:

The North 300 feet of the South 1000 feet of Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 28, 29 and 30.

Together with all right, title and interest of the grantors in and to the lands lying westerly of and adjacent to the above described lands and between the north and south lines thereof extended westerly to the waters of the Matanzas River.

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.

081 JUL 28 PM 2:47

Paul "Bud" Markel
CLERK OF CIRCUIT COURT

VERIFIED BY
HRS

STATE OF VIRGINIA
COUNTY OF DANVILLE
CITY

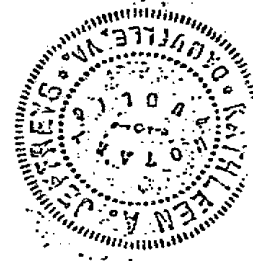
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ILAINE M. FYE, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of May, 1981.

Kathleen A. Jeffers
NOTARY PUBLIC

My Commission Expires: January 23, 1983

(SEAL)



LAW OFFICES

WEINSTEIN, WEINBERG & CONN

28 CORDOVA STREET, P. O. BOX 408
ST. AUGUSTINE, FLORIDA 32084

TELEPHONE 829 5635
829 5636

MIAMI BEACH OFFICE
1301 DADE BOULEVARD

NAT. H. WEINSTEIN
D. WEINSTEIN
J. WEINBERG
W. BERGER
DAVID S. CONN

June 26, 1981

Mr. Talmadge Stuckey
5110 Yacht Club Road
Jacksonville, Florida 32210

Re: OPINION OF TITLE

Dear Mr. Stuckey:

At your request we have examined Abstracts of Title No. 11,616, 11,617 and 20,334, prepared by the St. Johns County Title and Abstract Company, covering a period of time from September 7, 1928 to April 10, 1981, pertaining to the following real property in St. Johns County, Florida, to wit:

Legal Description per attached Schedule A,

find from such examination, good merchantable title to said property in ROY G. FYE, subject however, to the following exceptions:

1. The interest of anyone in possession other than the owner.
2. Any state of facts an accurate survey might reveal.
3. Unrecorded liens in the past 90 days.
4. Real Property taxes for 1980 are paid and 1981 taxes are not due until November, 1981.
5. Local zoning and governmental use restrictions.
6. Riparian rights not guaranteed.

Respectfully submitted,

WEINSTEIN, WEINBERG & CONN

/s/ Richard G. Weinberg
Richard G. Weinberg

RGW/ep

SURROUNDING PROPERTY OWNERS

December 10, 1981

Mr. Talmadge Stuckey
P. O. Box 927
Green Cove Springs, Florida

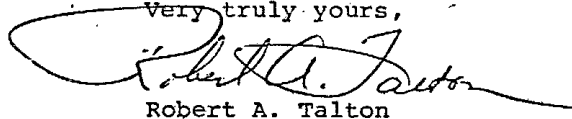
Dear Mr. Stuckey:

Pursuant to your request, I have made a search of the Public Records of St. Johns County to determine the owners of all land lying within 300 feet of lands described in Schedule "A" attached herewith.

These owners were obtained from the current 1981 tax roll and are attached as Exhibit "B" herewith.

If I can be of further assistance please let me know.

Very truly yours,



Robert A. Talton

SCHEDULE "A"

Government Lots 1 and 2 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the North 1130 feet thereof; also, Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the South 1000 feet thereof; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 23; 24, 25, 26 and 27.

The North 300 feet of the South 1000 feet of Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 28, 29 and 30.

Together with all right, title and interest of the grantors in and to the lands lying westerly of and adjacent to the above described lands and between the north and south lines thereof extended westerly to the waters of the Matanzas River.

scheduled "B"

MOORES UNRECORDED SUBDIVISION OF
PART OF SECTION 15, TOWNSHIP 8 SOUTH RANGE 30 EAST

LOTS 19 thru 22

HOWARD N. ROSE AND MURIEL ROSE
2115 LA VACA RD.
JACKSONVILLE, FLORIDA 32217

XXXXXXXXXXXXXXXX

XXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

LOT 31, 32 & 33

LOUIS B. ST PETERY
1550 THUMB POINT DR.
FT. PIERCE, FLORIDA 33450

PARCEL 1-1 THE SOUTH 300 FEET OF LOT 1, THE NORTH 3020 FEET OF LOT 4
LYING EAST OF HWY A-1-A SEC. 15 Tp 8 South R 30 E.

KON-TIKI RESORTS, INC.
RFD 1, BOX 17K
ST. AUGUSTINE, FLORIDA 32084

PARCEL 1-2 ALL OF LOT 1 EAST OF HWY A-1-A (EXCEPT THE NORTH 405.69 FEET
AND THE SOUTH 300 FEET) SEC 15 Tp 8 SOUTH R 30 E.

KEITH C. AUSTIN TRUSTEE
ST JOHNS COUNTY SEA SIDE TRUST
633 NW 8TH AVENUE
GAINESVILLE, FLORIDA 32601

PARCEL 5 ALL UNSURVEYED PART OF SECTION 15 Tp 8 SOUTH R 30 EAST.

STATE OF FLORIDA

INTENDED PLAN OF DEVELOPMENT

STATEMENT OF INTENDED PLAN OF DEVELOPMENT

The real property sought to be developed consists of 35.2 acres of land which lies South of St. Augustine Beach on the West side of A1A across from the property, formerly known as Kon Tiki Campground. The property extends from State Road A1A to the marsh adjacent to the Matanzas River. The development shall be known as Matanzas Shore. Development of the project shall commence following adoption of the Ordinance creating the Planned Unit Development.

The total number of dwelling units planned will be 180. The total consists of 72 condominium units in three (3) different complexes and 108 single family patio homes. Ingress and egress to and from the development will be through the main entranceway, situated on A1A. The entranceway and all roads within the development shall be dual lane roads. The plan of the development is specifically defined in the following paragraphs.

The townhouse development will consist of 72 condominium units to be built in two (2) phases. The first phase will consist of 30 units in five separate buildings. Each building will have six (6) units. Each unit will be two stories, styled as one would commonly call a townhouse. The maximum height of the units will be 35 feet and each unit will contain approximately 1100 square feet. From the upper floors the residents will be afforded a panoramic view of both the Matanzas River and its surrounding marshes. Each condominium unit will be afforded one and one-half parking spaces.

In the second phase, in addition to single family patio

homes, the development will include 42 more condominium units in each phase. These units will be similar to those constructed in the first phase; i.e. two story townhouse type structure, six units joined to form one building.

In each phase the condominium units in that phase will form one condominium association. Each association will have a separate Declaration of Condominium with a legal description incorporating those areas of the development subject to condominium ownership. Each condominium development will be governed by an organization that will be responsible for the management of the development and the maintenance of the common areas of the condominium.

The development will also contain 134 single family patio home units. These units will vary in size from 1250 to 1800 square feet. All of the homes will be generously landscaped in order to enhance the appearance of the development. Parking for these units will be provided on the ground level of each unit, two spaces, off street, per unit. The property lines of the patio homes as well as the set back lines of all buildings shall be delineated on the final development plan.

There is a generous use of open space in the development and there will be ample recreation facilities for the residents. In excess of 8 acres will be left undeveloped as a buffer between the homes in the development. These open areas will include several small lakes and grassy areas surrounding the lakes. These areas will divide the development into three areas and will insure that a majority of the homes will be bordering on one of these open areas or adjacent to a recreation facility.

The recreation area and facilities will consist of 3 tennis courts, a swimming pool and a clubhouse to be used for meetings, arts and crafts and other recreation activities.

A Master Homeowners Association will be created consisting of the home owners and all townhouse owners. This Master Association will be responsible for the maintenance of all of the common areas of the development including roads (until dedicated) and recreational facilities. (This Master Homeowners Association will be in addition to the Condominium Associations.)

The project will be developed in three stages. The first phase will consist of 30 condominium units, 20 patio homes and recreational facilities (tennis courts, swimming pool and clubhouse). The second phase will add another condominium project of 42 units and approximately 52 single family residences. The third phase will consist of approximately 36 patio homes. The primary construction will be in the South center of the project and most of the initial phases will be in the Eastern half of the project.

All roads and parking areas situated within the development will be asphalt over limerock base, built to county specifications. Primary roadways will be 30 feet in width and drainage will be provided by way of swales located adjacent to said roadways, where necessary. Parking areas will be visually blocked from the roadways by landscaping and ground contour wherever possible. The applicant shall provide sufficient parking spaces and areas within the development to meet the requirements of Section 9-3, St. Johns County Zoning Ordinance and said parking areas will be so designated on the final development plan.

All utilities contained within the development will be placed underground. All structures will be connected to Anastasia Sanitary District water lines. The developer is prepared to post a deposit with the ASD for use and initial tap-in fees.

The developer will construct a private sewage treatment plant to serve the development. This system will be built in accordance with all State and local regulations for such facilities. The plant will be built in stages, however the capacity of the plant will always exceed the requirements of the developer as it is constructed through the various phases.

Traffic will enter and exit the development through the main entranceway on State Road 1A*. The applicant shall evaluate the increased traffic flow caused by the development and shall endeavor to comply with the Department of Transportation's recommendations, prior to constructing the access road.

The applicant believes the proposed Planned Unit Development will benefit future occupants and residents of St. Johns County for the following reasons: First, the development will allow the county to control the development of a large tract of land. It will allow more flexible land use and to facilitate use of advantageous techniques of land development. It will allow preservation of natural features and provide recreational areas and open space for the home owners.

*The applicant will, if possible, locate the entrance to the development on the northeast corner of the adjacent property to the south pursuant to and consistent with the agreement filed with the presentation of this application.

In addition, St. Johns County will benefit from the increased property tax revenues which it will receive due to the development of the property. It is anticipated the development will provide a stable living environment within same. Further, the character of the development and the value of the properties therein will be preserved through the use of restrictions enforced by the Master Homeowners Association.

For the reasons stated above, it is readily apparent the Matanzas Shores Development will be an asset to St. Johns County, and a development which will set a high standard for future developments located within the county.

BREAKDOWN OF ACREAGE & UNITS

BREAKDOWN OF ACREAGE

The plans show the following breakdown of acreage.

Total Acreage of PUD: 35.2

TABULATION OF LAND USE

<u>LAND USE</u>	<u>FIRST PHASE</u>	<u>SECOND PHASE</u>	<u>THIRD PHASE</u>	<u>TOTALS</u>
PATIO HOMES				
TOWN HOMES				
GREEN AREAS				
RECREATION				
UTILITY				
ROADS				
TOTALS				

SCHEDULE OF DEVELOPMENT

SCHEDULE OF DEVELOPMENT

The applicant expects the development will be constructed in three phases. However, the phases may overlap and two or more phases may be constructed concurrently.

Construction of the first phase is to begin on or before March, 1983, and after approval of the final development plan. It is expected to take three years. This phase shall consist of 30 condominium units and 20 patio homes. The second phase will include tennis courts, a swimming pool and clubhouse. All necessary primary access roads and utility trunk lines shall also be constructed. The major part of the sewage treatment plant will be completed.

The second phase of the development is to be commenced on or before March, 1987 and after approval of the final development plan. This phase shall consist of 52 condominium units and 42 patio home single family residences. The major road through the development will be completed.

The third phase is to begin on or before March, 1991 and after approval of the final development plan. This part of the development shall consist of 36 patio homes. The capacity of the sewage treatment will be increased to handle the remainder of the development. Completion of phase III will be on or before 1994.

The designated land areas to be developed during each phase are noted on the site plan of the development. The roads within the development shall be constructed in phases based on the needs of the development.

OWNERSHIP OF COMMON FACILITIES

STATEMENT REGARDING OWNERSHIP OF COMMON FACILITIES

All common facilities located within the Planned Unit Development for the common use and benefit of all property owners shall initially be owned by the applicant and shall be maintained by the Homeowners Association. The open area roads or facilities within the development may be dedicated to St. Johns County. The applicant shall transfer ownership of the common facilities to the Matanzas Shore Homeowners Association, a non-profit corporation. However, each particular common facility shall first be constructed before that particular common facility is transferred to the Homeowners Association.

The Homeowners Association shall be responsible for the maintenance of all common facilities and shall be authorized by restrictive covenants to assess each property owners within the development a reasonable fee for the maintenance of said common facilities. A copy of the proposed restrictive covenants are included within this application and all land owners within the development shall take title subject to the terms and restrictions of said covenants and shall become part of the final development plan.

Additionally, the applicant reserves the right to impose declaration of covenants for the condominium form of ownership and the townhouse form of ownership pertaining to the individual development projects within the Planned Unit Development. Membership in the Homeowners Association may consist of property owners within the Planned Unit Development who will jointly contribute to maintenance of common facilities. The documents creating the aforesaid associations and restrictive covenants shall be submitted in final form to the St.

Johns County Zoning Board, along with the final development plan, in accordance with the St. Johns County Zoning Ordinance.

MAINTENANCE OF DEVELOPMENT

STATEMENT REGARDING MAINTENANCE OF THE PLANNED UNIT DEVELOPMENT

The applicant intends to maintain the Planned Unit Development through the use of on-site facilities. Thus, St. Johns County will not be burdened with the maintenance of the Planned Unit Development. Specific items of maintenance are discussed in the following paragraphs.

Water for the development shall be provided from the facilities of the Anastasia Sanitary District. Sewage treatment will be handled in a private system constructed in the initial stage of the development. The system shall be designed to meet all Federal, State and County requirements and shall be adequate for normal peak uses of the development.

Drainage is not expected to pose a problem for the development, although swales will be used to provide drainage for roadways. Small decorative fences shall be used to prevent automobiles from being driven or parked on the swales.

All roads into the development will be private and will be owned by the applicant or Homeowners Association and maintained by the Homeowners Association. The roads will be built to county specification and may be dedicated at a later date. A security gate and/or guard may be provided at the entranceway to the development at the option of the applicant or Homeowners Association.

Fire protection will be afforded through hydrants dispersed throughout the development and no structures within the development shall be located more than 500 unobstructed linear feet from a hydrant, measured along a roadway, with a minimum flow of 1500 gallons per minute at hydrant. The location of said fire hydrants shall be shown on the final development plan.

All green belts and other common areas within the development shall be maintained by the Homeowners Association. All utilities situated within the development, including water and sewage systems, shall be properly screened and beautified. Further, the applicant shall comply with the provisions of the St. Johns County Green Law.

PROPOSED COVENANTS & RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS

MATANZAS SHORES DEVELOPMENT

ST. JOHNS COUNTY, FLORIDA

AND

NOTICE OF PROVISIONS OF

MATANZAS SHORES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this ____ day of _____, 19____,
by Talmadge Stuckey (hereinafter sometimes referred to as the
"Developer");

WITNESSETH:

WHEREAS, the Developer is the record owner in fee simple absolute of certain real property located in St. Johns County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, there is a need to specify, make and impose covenants, and grant necessary easements for the proper use of the development, and to provide for an effective administration of the common areas in the development,

WHEREAS, the Developer has caused to be incorporated in Florida a non-profit corporation known as Matanzas Shores Homeowners Association which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of Matanzas Shores Development and any future units of Matanzas Shores Development hereafter filed by the Developer.

NOW THEREFORE, this declaration is made, filed and recorded by the Developer so that the effective date hereof, the real property described in the Schedule of Legal Description which is

common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units as a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which is leased to the Association for use as common areas or common property, shall lose its character upon expiration of the lease.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the Matanzas Shore Development. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete and are subject to ad valorem tax improved property.

(e) "Dwelling Unit" shall mean an unimproved numbered parcel of ground or condominium unit.

(f) "Architectural Control Committee" shall mean a committee appointed by the Board of Directors of the Matanzas Shore Homeowners Association in accordance with Section 2.3.

Section 1.2 Common Areas - The common area property is described as follows: clubhouse, swimming pool, retention ponds and green areas.

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 - No lot or dwelling unit shall be used for any purpose except residential, except where otherwise designated in the approved PUD and final development plan. No building or structure, including an addition or modification to a building or structure shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits a floor plan, elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and locating of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation to the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction - including considerations based exclusively on aesthetic factors. No external changes, including color or paint, removal or erection of fences or barriers, construction of walkways, modification of facades, or any other changes whatsoever affecting the external appearance of completed structures may be made without the approval of the ACC.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereafter referred to as "grounds", shall be used for normal and customary yard purposes. No structure,

including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball court and goals, tennis courts, shuffleboard courts, and lawndecorative objects such as statues, tables, etc.

Section 2.3 - The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons: The members of the Committee shall be appointed for staggered three-year terms by the Board of Directors, Matanzas Shores Homeowners Association. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the said Board shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors of Matanzas Shores Homeowners Association. When the directors of such corporation deem the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of Matanzas Shores Homeowner's Association. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth by the Declaration. After

turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Association.

Section 2.4 - The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be enacted on by them, by a written instrument filed with Matanzas Shores Homeowners Association and served personally or by certified mail upon all of the interested parties, indentifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of Matanzas Shores Homeowners Association, and the Board shall take action on such appeal and either approve or disapprove the decision of the Architectural Control Committee within two weeks after the receipt of said appeal to the Board of Directors, and the action of the Board shall be final. If there is no appeal, then the decision of the Architectural Control Committee is final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons that the plans as submitted have been approved by the Architectural Control Committee.

Section 2.5 - All front, side and rear setback and lot line construction restrictions in the development shall be as approved

and adopted in this PUD application and as indicated on the final development plan. No structure shall exceed two stories (35) feet and the condominium buildings which shall not exceed 35 feet.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereinafter referred to as "grounds", shall be used for normal and customary yard purposes. No structures, including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, clotheslines, garages, shed, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2.6 - No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as storage facility or residence, or living quarters, whether temporary or permanent.

Section 2.7 - No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8 - No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse, garage, or carport.

No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage or carport.

Section 2.9 - No livestock, poultry, or animals of any kind shall be raised, bred or kept in any dwelling unit or on any lot, provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten weeks old shall not exceed four (4) in number, and also provided that such pets are leashed or kept within the confines of the owner's property.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt additional reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right to (i) to require that owners keep their pets from making such noises as to disturb others; and (ii) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any

lot or dwelling unit, except an approved sign giving the name of the occupant. All signs shall be approved by the Association.

Section 2.11 - No noxious or offensive activity shall be carried on or suffered to exist upon any lot or in any dwelling unit, nor shall anything be done or permitted to exist on any lot or in any public nuisance.

Section 2.12 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, or other solid waste materials, and all unsightly weeds and underbrush. All equipment used for the collection, storage, or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities is prohibited.

Section 2.13 - No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof. But in no case shall a fence exceed 4 feet in height within 25 feet of any roadway.

Section 2.14 - No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, boat discharge system or other similar container shall be permitted to exist.

Section 2.15 - No driveway shall be constructed, maintained, or altered without approval of the Architectural Control Committee.

Section 2.16 - The owner shall assume and pay as and when the same shall become due the cost of installation and

maintenance of the underground utility system from primary utility lines.

Section 2.17 - Trees situated between the building set back lines as established by the zoning ordinances of St. Johns County and the property lines, having a diameter of four inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such trees(s).

Section 2.18 - Anyone violating the provisions of the Section 2.17 will be required to replace such trees with trees of like size and condition within thirty (30) days after deemed by the Architectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.17 and this Section.

ARTICLE III

ASSOCIATION

Section 3.1 - To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in Matanzas Shores Development, and future units hereafter filed by the Developer, a non-profit corporation (known and designated as Matanzas Shores Homeowners Association, a non-profit Florida Corporation), has been created. The Association shall operate and manage the streets, water system, sewage system, common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake, and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association will be submitted prior to final development plans.

Section 3.2 - The owner of each lot or dwelling unit within the Matanzas Shores Development and future units of Matanzas Shores Development filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his, her or their acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 - In the administration, operation, and management of the common areas and the enforcement of these covenants and restrictions; the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 - Creation of Lien and Personal Obligation. The Developer, covenants, and each owner of each and ever lot and dwelling unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual assessments, or charges, and,
- (b) All special assessments or charges for the purposes set for in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the costs of collection including reasonable attorney's fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the foresaid interest, collection costs, and attorneys' fees.

Section 4.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, and operation of the private roads, private utilities, Common Areas and Properties and

to provide services which the Association is authorized to provide, including but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the association to perform its authorized functions, including the payment of mortgages covering the Common Areas and Property at the time of conveyance to the Association. No initiation fee may be charged to the members of the Association as a precondition to the use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years, notwithstanding any of the provisions of the Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3 - Lots, dwelling units or commercial units owned by the Developer shall not be subject to assessment either regular or special; provided, however, that Developer shall be obligated to contribute a substantial portion of the cost of maintenance of the common properties and common area until such time as approximately 30 to 50 per cent of the total units within the development or _____, whichever occurs first. The assessments imposed by the Association will increase annually in

connection with increases in the consumer price index and additionally, may increase or decrease by a majority vote of the Board of Directors. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The regular assessment may be increased beyond that set in the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Section 4.4 - Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the dwelling unit. On the first day of each month the owner of a dwelling unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such dwelling unit as of that date.

Section 4.5 - Assessments which are not paid on or before the date the same shall become due, shall be delinquent, and each delinquent assessment shall bear interest at eighteen percent (18%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim or lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision or by or for any other reason, except as provided in Section 4.3.

Section 4.6 - The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7 - All revenue collected by the Association shall be segregated, held, and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or

dwelling unit may be commingled with monies collected from other owners.

Section 4.8 - Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no members of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his dwelling unit or lot. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of divestment by him or his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9 - Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within the Matanzas Shores Development, and the present and future interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the Provisions of this Declaration.

Section 4.10 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in

the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 - All persons, firms, corporations, and other business entities, which shall acquire, by whatsoever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien, or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien right provided herein.

Section 4.12 - The lien created pursuant to the Declaration shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. The claim of the lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

ARTICLE V

AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it is in its sole discretion deems necessary or desirable and as approved by the St. Johns County Planning and Zoning Board, so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Matanzas Shore Development.

In addition to the manner of amendment set forth in the preceding paragraph, the record owners of seventy-five percent (75%) of lots or dwelling units in Matanzas Shore Development, and any future units of Matanzas Shore Development recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted to a meeting duly called and at which a quorum was present in person (or by proxy) and that at least seventy-five percent (75%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

ARTICLE VI

USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described or hereafter designated by the Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all the owners of lots and dwelling units lying within Matanzas Shores Development, as herein above described, and any future unit of Matanzas Shores Development hereinafter filed in the Public Records of St. Johns County, Florida by Matanzas Shores Homeowners Association for the use of such owners and the use of their immediate families, guests, lessees, invitees, or others similarly situated for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in any existing unit of Matanzas Shores Development or any future unit of Matanzas Shores Development hereafter filed in the Public Records of St. Johns County, Florida, by Matanzas Shores Homeowners Association with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Matanzas Shores Homeowners Association.

ARTICLE VII
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within the Matanzas Shores Development, and any future unit of Matanzas Shores Development hereinafter filed in the Public Records of St. Johns County, Florida, by Matanzas Shores Homeowners Association is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common areas shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in Matanzas Shores Development hereinafter filed in the Public Records in St. Johns County, Florida, by Matanzas Shores Homeowners Association. Provided, however, that nothing herein shall exclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the development for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Matanzas Shores Development shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE VIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This declaration shall be binding and in full force and effect for a period of thirty years from the date of this Declaration is recorded, after such time this Declaration shall be automatically extended for successive ten year periods, unless an instrument signed by seventy-five percent (75%) of the then recorded owners of the lots or dwelling units in Matanzas Shores Development is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set is hand and seal the day and year first above written.

BY: _____

ATTEST: _____

WITNESSES

STATE OF FLORIDA
COUNTY OF ST. JOHNS

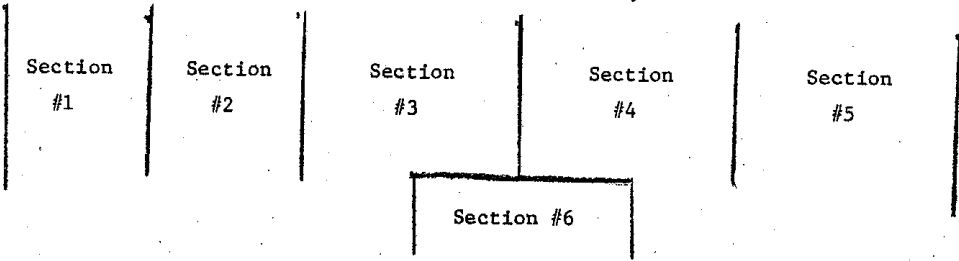
The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
and _____, President and Secretary,
respectively, of Matanzas Shores Homeowners Association, a
Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, State of Florida

at Large

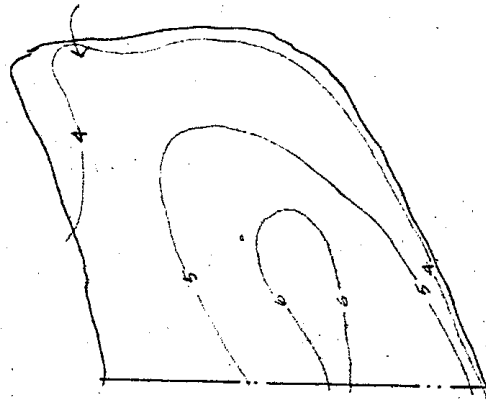
My Commission Expires:

Key to Map
(SITE PLAN - EXHIBIT "B")
on pages 119 thru 124

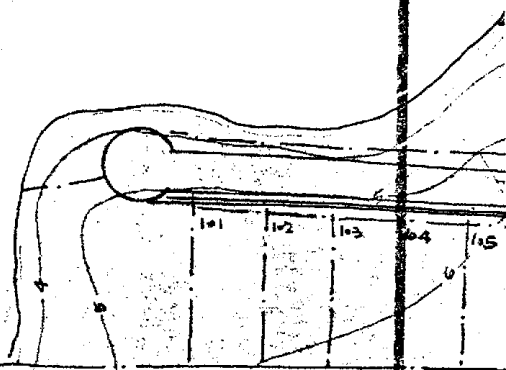


Map Section #1
(SITE PLAN - EXHIBIT "B")

not part of p.u.d.

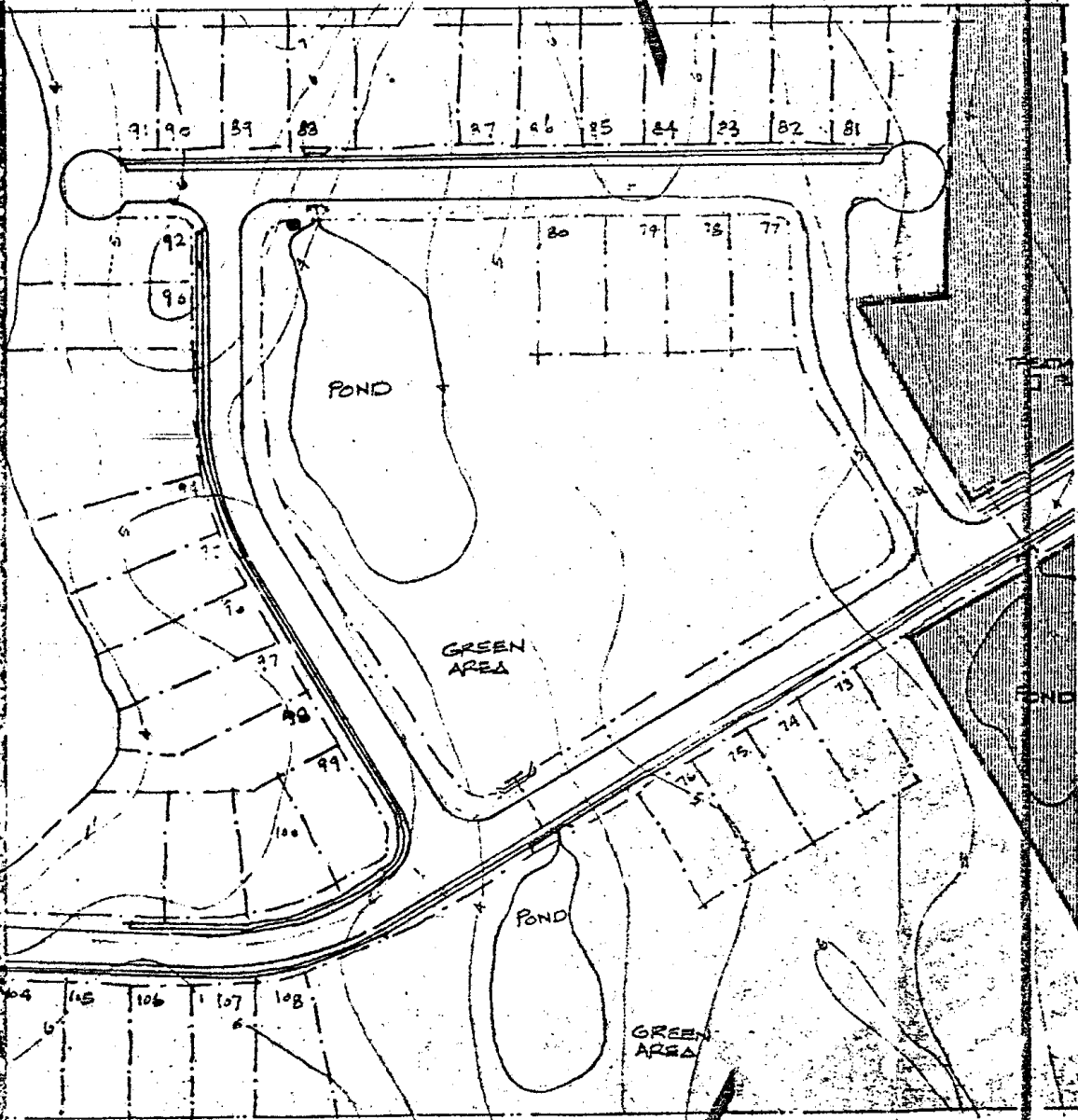


Map Section #2
(SITE PLAN - EXHIBIT "B")



Map Section #3
(SITE PLAN - EXHIBIT "B")

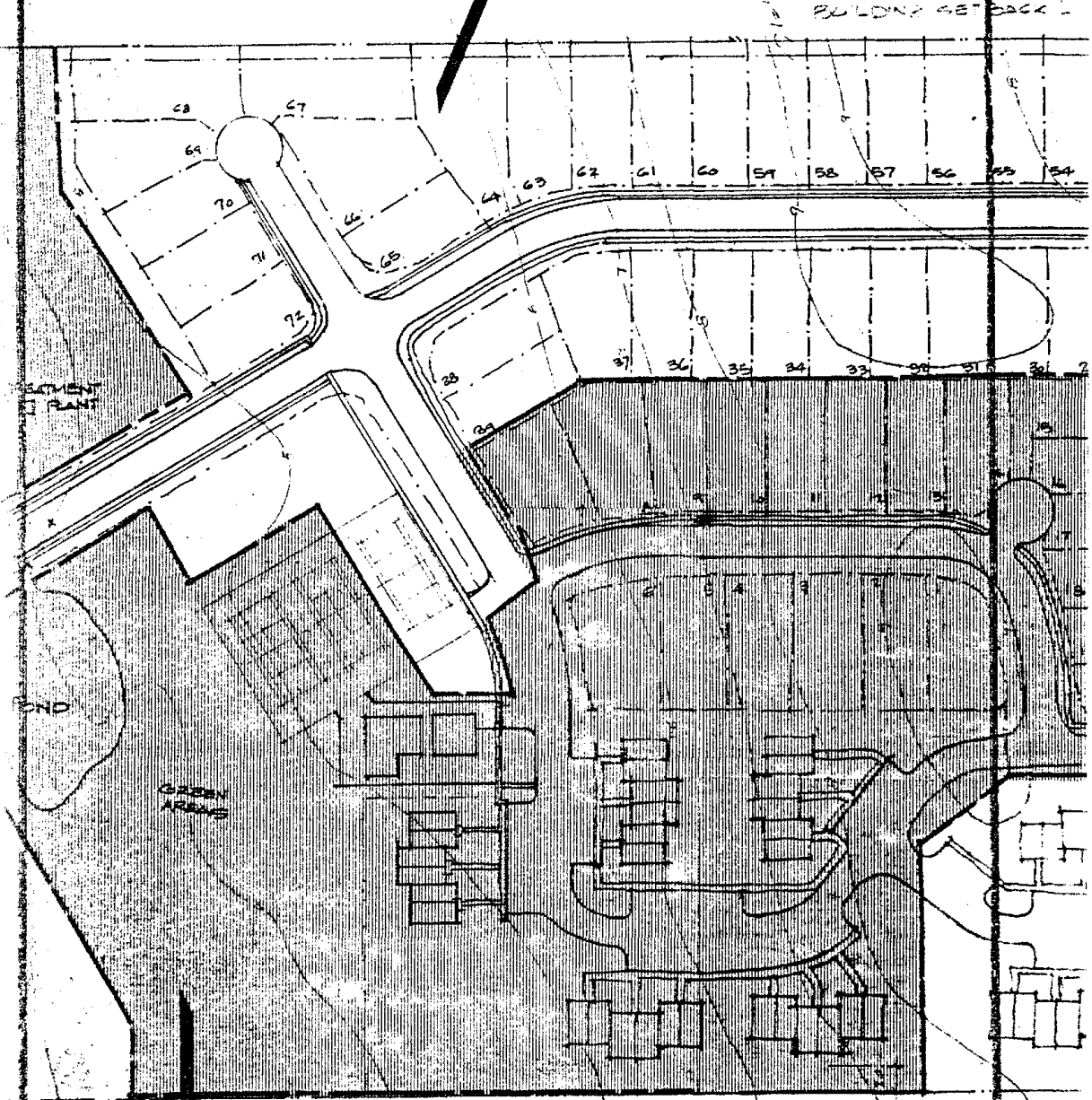
THIRD PHASE



THIRD PHASE

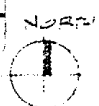
Map Section #4
(SITE PLAN - EXHIBIT "B")

SECOND PHASE



FIRST PHASE

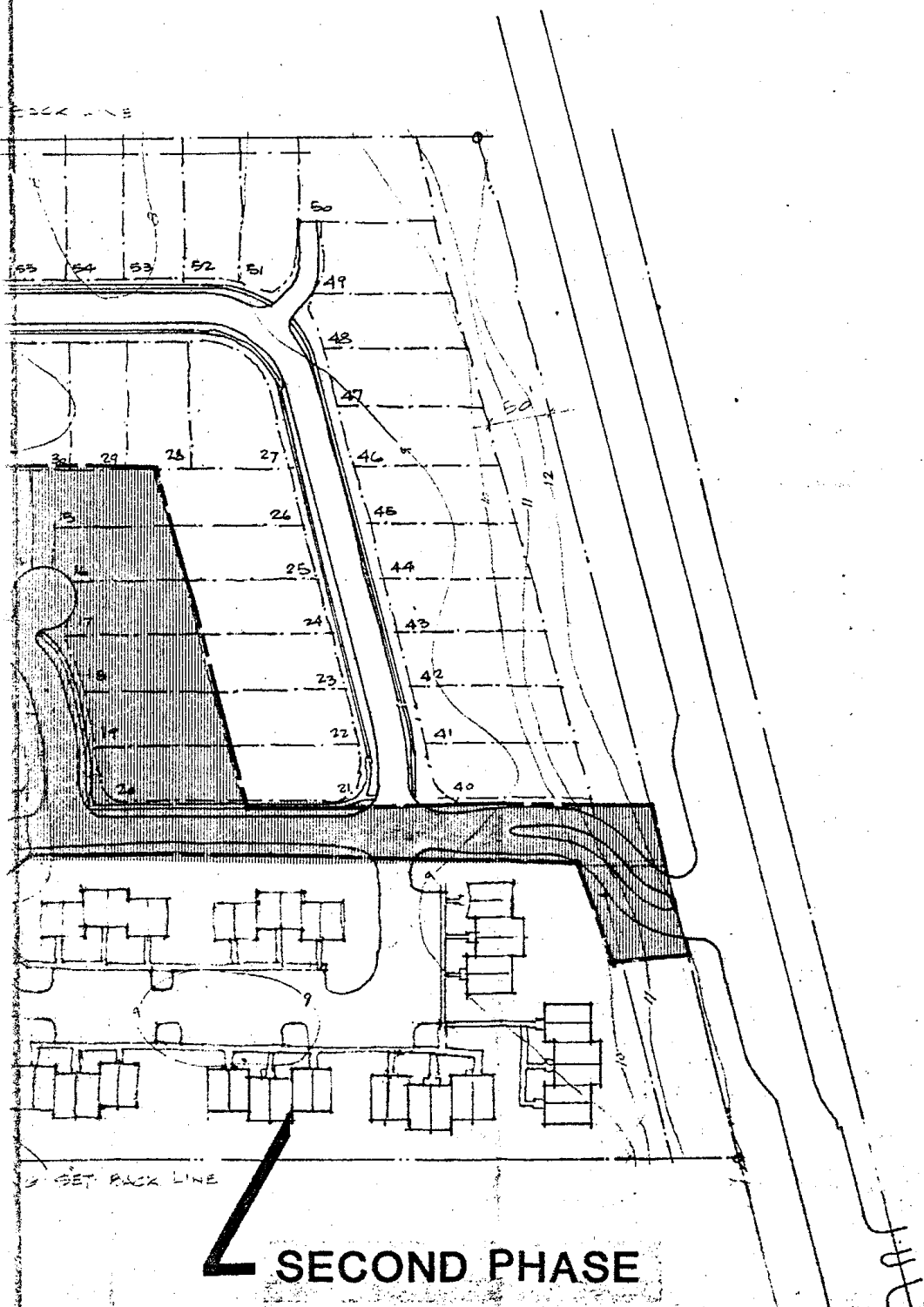
ORDINANCE BOOK 5 PAGE 122



SITE PLAN 1100

PART	NO. OF UNITS

Map Section #5
(SITE PLAN - EXHIBIT "B")



MATANZAS SHORE



BHIDE & HAI
1534 KINGSLEY AVENUE

Map Section #6
 (SITE PLAN - EXHIBIT "B")

PROPOSED PHASES	SCHEDULED START	NO OF UNITS	
		PATIO HOMES	TOWN HOUSES
FIRST PHASE	JULY 1982	20	30
SECOND PHASE	JULY 1985	52	42
THIRD PHASE	JULY 1988	36	

108 72 TOTAL UNITS 180

L O R E N N . J O N E S
CIVIL ENGINEER & SURVEYOR
906 ANASTASIA BOULEVARD • POST OFFICE BOX 1321
ST. AUGUSTINE, FLORIDA 32084

July 8, 1982

Description for Matanzas Shore P.U.D. (excluding 1.20 acre isolated peninsula)

DESCRIPTION:

A PARCEL OF LAND IN GOVERNMENT LOTS 1, 2, 3 AND 4, SECTION 15, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING PART OF THOSE LANDS SHOWN ON AN UNRECORDED PLAT PREPARED BY J. W. SUMMERVILLE AS LOTS 23, 24, 25, 26, 27, 28, 29 AND 30, CONTAINING 35.20 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 23 OF THE UNRECORDED PLAT, ON THE SOUTH LINE OF THE NORTH 1,130 FEET OF SAID GOVERNMENT LOT 1 AND ON THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 14 DEGREES 55 MINUTES EAST, ON SAID WEST RIGHT OF WAY LINE OF STATE ROAD, 827.35 FEET TO THE SOUTH LINE OF SAID LOT 30 OF UNRECORDED PLAT, BEING THE NORTH LINE OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 3; THENCE SOUTH 89 DEGREES 15 MINUTES WEST, ON SAID NORTH LINE OF THE SOUTH 700 FEET OF GOVERNMENT LOT 3 AND THE NORTH LINE OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 4, A DISTANCE OF 2,288 FEET MORE OR LESS; THENCE MEANDER NORTHERLY, ON THE EAST EDGE OF THE MARSH OF THE MATANZAS RIVER, 1,100 FEET MORE OR LESS; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON THE SOUTH LINE OF THE NORTH 1,130 FEET OF GOVERNMENT LOT 2 AND ON SAID SOUTH LINE OF THE NORTH 1,130 FEET OF GOVERNMENT LOT 1, A DISTANCE OF 1,818 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Prepared by: Loren N. Jones, P.E./L.S.
St. Augustine, Florida

LEGAL DESCRIPTION

EXHIBIT "C"

A G R E E M E N T

THIS AGREEMENT made and entered into this 14th day of July, A. D., 1982, by and between LOUIS B. ST. PETERY and MARIAN P. ST. PETERY, his wife, hereinafter called Party of the First Part, and TALMADGE STUCKEY, hereinafter called Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the Party of the Second Part has made application for a zoning change for certain property described in Exhibit "A" attached hereto, and

WHEREAS, Party of the First Part is the owner of adjacent property immediately to the South of the above described property, and

WHEREAS, as a part of the zoning application for a Planned Unit Development the parties desire that the entrance to said Planned Unit Development be located on the property belonging to the Party of the First Part, each of the parties recognizing that placing the entrance to such Planned Unit Development in such location will enhance the commercial value of other property belonging to the Party of the First Part.

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Party of the First Part agrees to convey, in fee simple, a parcel of property approximately 150 feet by 150 feet bounded on the East by Highway A 1 A and on the North by the above described property; such property to be used by the Party of the Second Part as the entrance to the Planned Unit Development in accordance with the plans therefor, a copy of which is attached hereto as Exhibit "B".

2. In consideration of the conveyance of such property the Party of the Second Part agrees that he will not apply for commercial zoning for portions of his property along Highway A 1 A and that there may be reserved unto the Party of the First Part an easement for ingress and egress across roadways placed upon the property agreed to be conveyed; that roadways will be placed on such property in the approximate location as shown in Exhibit "B".

3. This Agreement shall be held in escrow by Meredith & Dobson until approval of the application for PSD commercial zoning by Party of the First Part, or other acceptable zoning, by the St. Johns County Board of

EXHIBIT "D"

ORDINANCE BOOK 5 PAGE 126

County Commissioners, for the Eastern approximate 450 feet of the lands of the Party of the First Part. Party of the Second Part will render technical assistance in preparing the application for said PSD. In the event such application is not approved, then, and in that event, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

Seamus F. McCallan Louis B. St. Peter
Witness as to Party of the First LOUIS B. ST. PETERY
Part

[Signature] Marian P. St. Peter
Witness as to Party of the First MARIAN P. ST. PETERY
Part

"Party of the First Part"

Seamus F. McCallan Talmadge Stuckey
Witness as to Party of the Second TALMADGE STUCKEY
Part

[Signature]
Witness as to Party of the Second
Part

"Party of the Second Part"

SCHEDULE "A"

Government Lots 1 and 2 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the North 1130 feet thereof; also, Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A, excepting the South 1000 feet thereof; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 23, 24, 25, 26 and 27.

The North 300 feet of the South 1000 feet of Government Lots 3 and 4 of Section 15, Township 8 South, Range 30 East, lying West of State Road 1A; being shown on an unrecorded plat prepared by J. W. Summerville as Lots 28, 29 and 30.

Together with all right, title and interest of the grantors in and to the lands lying westerly of and adjacent to the above described lands and between the north and south lines thereof extended westerly to the waters of the Matanzas River.

Exhibit "A"

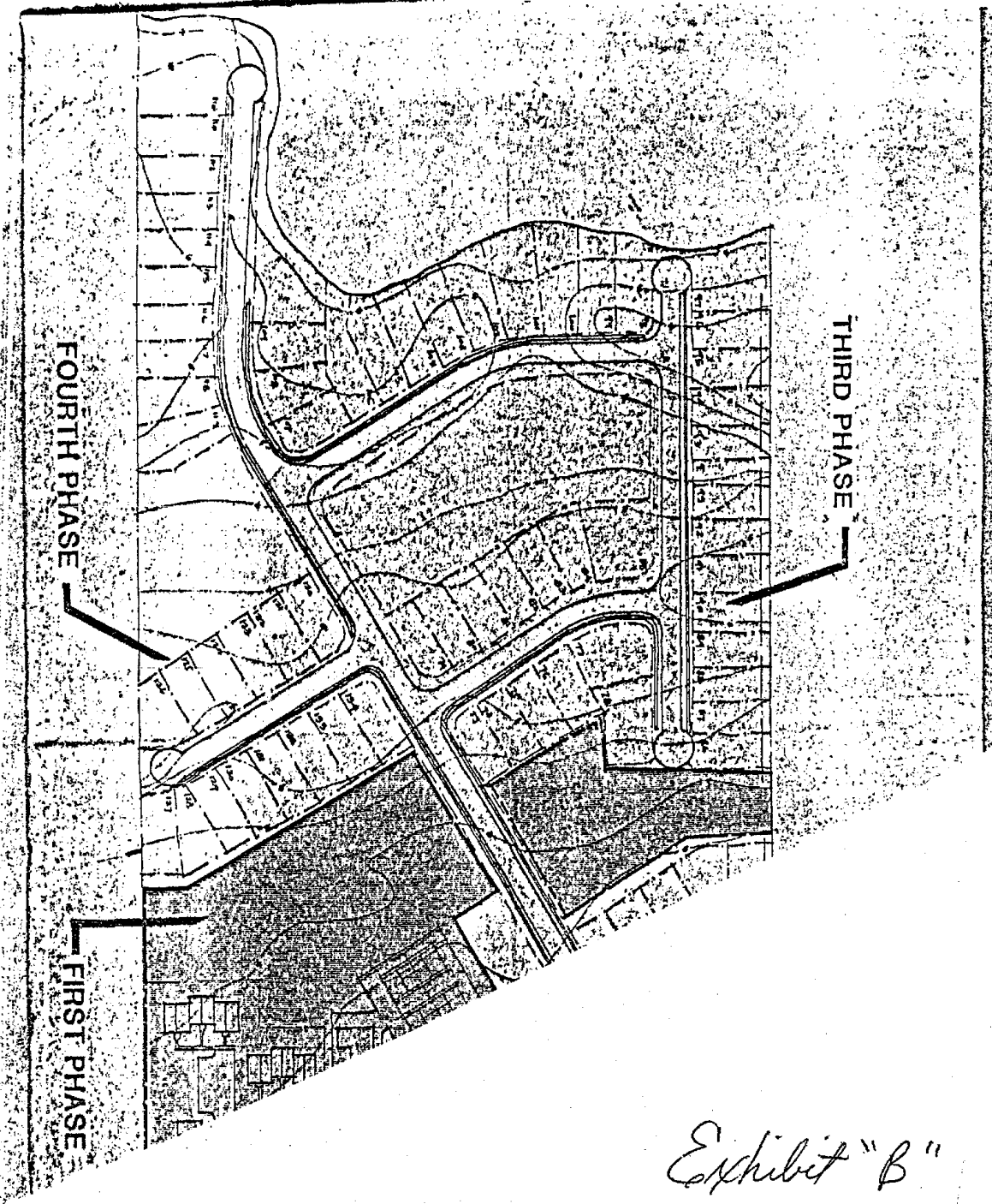
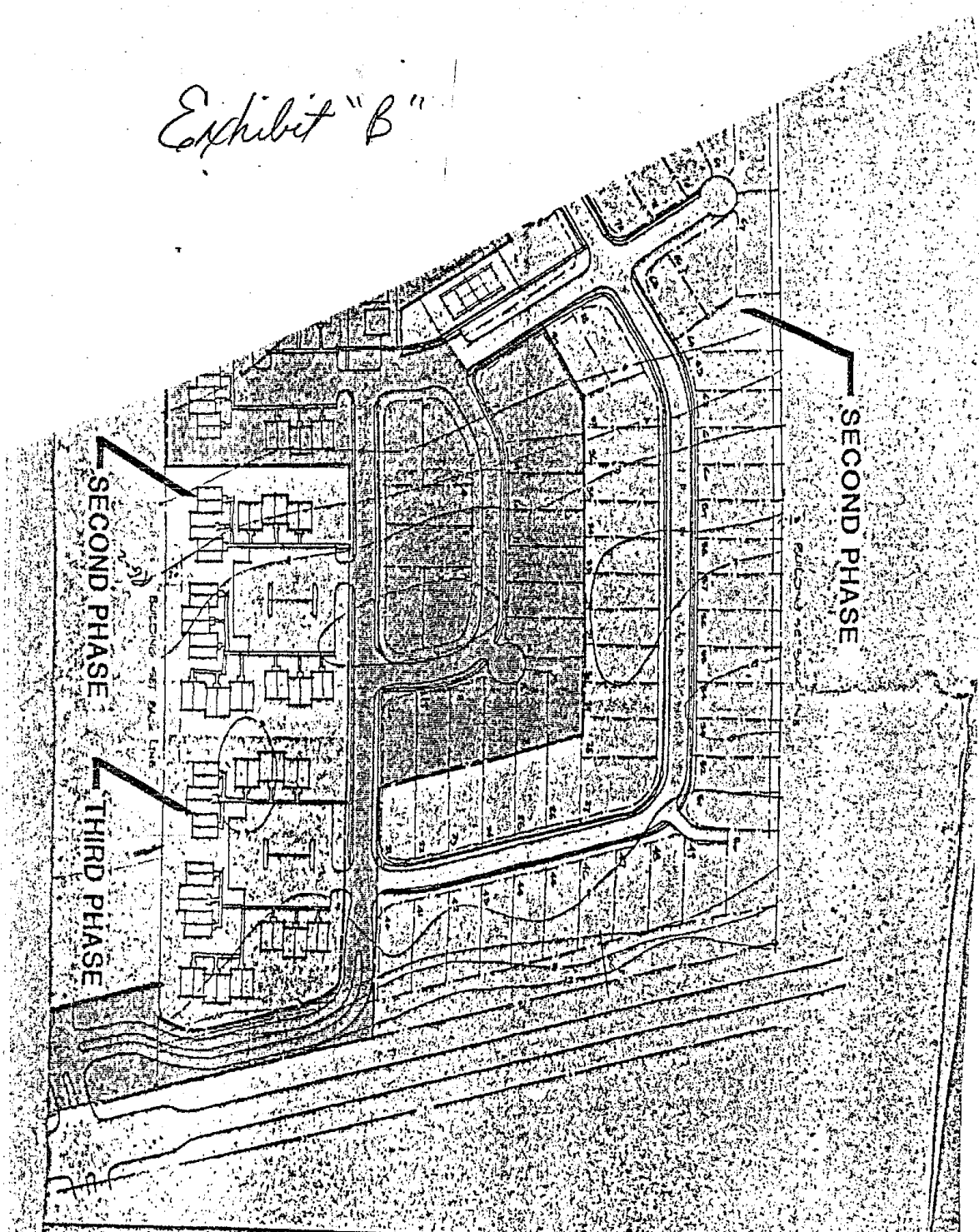


Exhibit "B"

Exhibit "B"



MATANZAS SHORE

A PLANNED UNIT DEVELOPMENT

DEVELOPED BY ST



BHIDE
1034 KINGDALEY