ORDINANCE NUMBER 84-20

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 (OR) TO PLANNED UNIT DEVELOPMENT (PUD)

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

Section 1. Pursuant to an application for rezoning to PUD filed by Marshall Creek Development Company on September 12, 1983 ("the Application"), and the recommendation of the St. Johns County Planning and Zoning Board, the zoning classification of the lands described in attached Exhibit A ("the PUD"), presently Open Rural (OR), is hereby changed to Planned Unit Development.

Section 2. The Application, including all representations and stipulations contained therein are by reference incorporated into this ordinance and, all development within the PUD shall proceed in accordance with the Application, except as modified and supplemented by this Ordinance.

Section 3. The site depicted in the site plans and maps submitted with the application, for location of an off site sewer plant shall not be considered a part of the PUD and is not rezoned by this ordinance. The site plan submitted by Marshall Creek Development Company immediately prior to the enactment of this ordinance and the legal description attached hereto as Exhibit A accurately depict the perimeter boundary of the PUD.

Section 4. Prior to issuance of any building permit for construction within the PUD, Marshall Creek Development Cpmpany, shall enter into such utility service agreements acceptable to St. Johns County as are necessary to provide a central water system and sewage disposal system to service the PUD.

Section 5. Prior to issuance of any building permit within the PUD, Marshall Creek Development Company shall obtain all required permits from state and federal permitting agencies for access to and construction of improvements in the PUD.

Section 6. All roads within the boundaries of the PUD either public or private shall be constructed in accordance with county specifications, prior to the issuance of any certificate of occupancy for improvements constructed in the PUD.

Section 7. Prior to the approval of any Final Development Plan within the PUD, Marshall Creek Development Company, shall present evidence of the existence of an permanent 100 foot wide easement for ingress and egress from U.S. Highway 1 to the PUD; the location of said easement to be acceptable to the County.

Section 8. The road within the above described easement providing access to the PUD from U.S. Highway 1 shall be constructed in accordance with county specifications, except paving, prior to the issuance of any certificate of occupancy for improvements constructed in the PUD. At such time as forty-one (41) certificates of occupancy have been issued within the PUD, or on June 1, 1989, whichever is sooner, Marshall Creek Development Company, shall be obligated to commence paving of the road providing access to the PUD from U.S. Highway 1 in accordance with county specifications, and shall complete said paving within forty-five (45) days of commencement. If the access road construction is not commenced and completed in accordance with the foregoing, the Board of County Commissioners for St. Johns County, Florida shall have the right to act on the construction bond given by Marshall Creek Development Company prior to approval of the subdivision plat to financially assure completion of the access road, and cause the access road, to be completed in accordance with county specifications.

Section 9. All private roads providing access to the PUD and interior roads located within same, shall meet federal flood elevations.

Section 10. Lot 80, as shown on the site plan submitted with the application, shall be eliminated and the underlying land used in conjunction with the two undisturbed natural areas shown on the site plan to facilitate drainage of the portion of the PUD surrounding Lot 80 and the undisturbed natural areas.

Section 11. The Zoning Inspector is authorized to issue construction permits in accordance with the terms of this ordinance.

Section 12. This PUD rezoning ordinance is passed in reliance upon the applicant-developer's representations that no development plans exist for the 1342 acre tract surrounding the PUD and owned by an affiliated group, which representation forms an integral part of the Binding Letter of Interpretation issued March 23, 1984, by the Florida Department of Community Affairs. Accordingly, the applicant-developer agrees, and it is a condition of this PUD, that issuance of any final development plan approval, subdivision plat approval, and building permits concerning improvements on the Exhibit A lands are subject to there being no such development plans at the time of such approvals or building permits and in the event that plans or sales for residential purposes on any portion of the 1342 acre tract are in progress, then no further building permits, final development plan or subdivision approvals will be issued within this PUD until the review requirements of Chapter 380.06 Florida Statutes concerning all lands described in Exhibit B are satisfied or found to be not applicable. infrastructure

Section 13. No final development plan or plat approval or building permit shall be issued within this PUD until such time as a declaration of restrictive covenants or similar instrument executed by the then current owners and mortgagees of the lands described in Exhibit B is recorded in the official public records of St. Johns County which instrument shall put all persons acquiring all or any part of the adjacent 1342 acre tract, being a portion of the Exhibit B lands, on notice that:

1) a Binding Letter of Interpretation was obtained from the Florida Department of Community Affairs on March 23, 1984 based in part upon representations that no current development plan existed for any of the lands described in Exhibit B other than the Exhibit A lands; and,

2) The binding letter provides that subsequent development of the Exhibit B land will be considered cumulatively with the PUD; and,

3) The restrictive covenants shall run with the Exhibit B land; and,

4) St. Johns County is an express beneficiary of the restrictive covenants and they may not be modified or rescinded without the prior written consent of the Board of County Commissioners of St. Johns County; and,

5) Prior to applying to St. Johns County for any rezoning of any part or portion of the Exhibit B property the record owner of said property shall apply for and obtain a binding letter of development of regional impact status from the State of Florida Department of Community Affairs finding and determining that the development to be allowed under the proposed rezoning on the Exhibit B property when combined with the development proposed or occurring on the entire Exhibit B lands, including the lands described in Exhibit A of this ordinance, is not a Development of Regional Impact. In the event the Department determines that such combined development is in fact a Development of Regional Impact then the owner of the lands sought to be rezoned shall first, with respect to the entire combined development for the Exhibit B lands, complete the review process and obtain the approvals and recommendations described in Florida Statute 380.06 (1983), as amended, prior to applying to the County for such rezoning.

, unless waived by the Board of County Commissioners of St. Johns County

At the time of recording the Restrictive Covenants, there shall be provided to the County a current title opinion from a reputable attorney or title company showing that the Restrictive Covenants have been executed by the current record owners and mortgagees of the Exhibit B property.

Section 14. In the event that the formal restrictive covenants described in Section 13 are not approved by the Board of County Commissioners of St. Johns County and recorded prior to April 26, 1984 then this ordinance rezoning the Exhibit A lands to PUD shall become null and void and the zoning of the PUD shall automatically revert to Open Rural (OR).

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 Chester Benet
CHAIRMAN

ATTEST: CARL "BUD" MARKEL, CLERK

BY Marie Hudson
Deputy Clerk

Adopted recessed regular meeting 03/30/84

Effective 4-4-84

EXHIBIT A

A parcel of land being in Sections 45, 57, 58, and 59, Township 5 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 45, run South 82°41'52" West, along the North line of said Section 45, for a distance of 232.83 feet to a point; thence run South 40°41'52" West, for a distance of 275.00 feet to a point; thence run North 47°48'28" West, for a distance of 231.26 feet to a point; thence run South 89°10'09" West, for a distance of 835.01 feet to a point; thence run South 28°07'53" West, for a distance of 220.00 feet to a point; thence run North 74°22'07" West, for a distance of 365.00 feet to a point; thence run North 00°22'07" West, for a distance of 900.00 feet to a point on the southerly edge of the Marshall Creek Marsh; thence run North 51°38'37" East, for a distance of 841.05 feet to a point; thence run South 67°40'09" East, for a distance of 197.21 feet to a point; thence run South 30°46'32" East, for a distance of 182.26 feet to a point; thence run South 11°58'40" East, for a distance of 176.42 feet to a point; thence run South 44°10'47" East, for a distance of 188.24 feet to a point; thence run South 30°14'20" East, for a distance of 182.71 feet to a point; thence run North 53°11'05" East, for a distance of 103.19 feet to a point; thence run North 04°19'17" West, for a distance of 641.31 feet to a point; thence run North 82°48'14" East, for a distance of 110.98 to a point; thence run North 41°15'38" East, for a distance of 312.85 feet, more or less, to a point of intersection with the Easterly Meander Line of said Section 59 (the last ten courses mentioned being coincident with the approximate southerly edge of the Marshall Creek Marsh); thence run South 29°18'08" East, along the Easterly Meander Line of said Section 59, for a distance of 640.05 feet to a point; thence run South 11°18'08" East, along the Easterly Meander Line of said Section 59, for a distance of 923.73 feet, more or less, to the southeast corner of said Section 59; thence run South 82°41'42" West, along the south line of said Section 59, for a distance of 163.80 feet to the POINT OF BEGINNING.

Containing 51.94 acres, more or less, said land being located off Shannon Road near U.S. Highway 1, St. Johns County, Florida.

THE PUD

825N-3

EXHIBIT B

LEGAL DESCRIPTION

Those certain pieces, parcels or tracts of land, situate, lying and being in the County of St. Johns and State of Florida, known and described as: Lots 1 to 155, inclusive, of Southland Farms, together with right of ways, streets and easements as per plat therof recorded in the public records of St. Johns County, Florida, on the 28th day of October, 1920, in Plat Book 2, Page 67, all in Townships 5 and 6 South, Range 29 East, said lands being also described as:

The Theressa Marshall, Juanna Paredes and James Arnau Grants designated on the United States Government Plat and Survey as Sections 60, 53, 56, 57, 55, 45, 59, and 58, in Township 5 South, Range 29 East, and Section 48 in Township 6 South, Range 29 East, Clara P. Arnau Grant, known as Section 44 and 54, Township 5 South, Range 29 East, according to United States Survey; also part of the Roque Leonardi Grant, know as Section 61, Township 5 South, Range 29 East, more fully described in Deed Book 43, Page 207, of the current Public Records of St. Johns County, Florida, as follows: Commencing at the Southeast corner of the Roque Leonardi Grant, known as Section 61, Township 5 South, Range 29 East, thence westerly along the South line of said Grant, 30.81 chains to and being the Northwest corner of the Clara P. Arnau Grant, known as Section 44, and also the intersection of the Theressa Marshall Grant, known as Section 60, all in Township 5 South, Range 29 East, thence north 37 degrees east 25.30 chains to a post, thence north 35 degrees west 32 chains to a post, being the line between said sections 60 and 61; thence east to east line of said Roque Leonardi Grant, being 42 chains more or less; thence southerly along said east line of Roque Leonardi Grant to the point of beginning, containing 113 1/2 acres, more or less.

Excepting from the above described lands that parcel of land described as follows: Beginning at the northeast corner of Section 44, Township 5 South, Range 29 East, thence north 208 feet to a stake; thence west 963 feet to a stake; thence south 990 feet to a stake; thence east 804.7 feet to a stake; thence northerly 11 degrees and 26 minutes east to the point of beginning; containing 20.45 acres, more or less.

Also excepting from the above described lands that parcel of land described as follows: Commencing at the northeast corner of Section 44, Township 5 South, Range 29 East, and run north 4 degrees 30 minutes east a distance of 210 Feet to an iron pipe for the point of beginning, thence run West along the North line of Georgia E. Shannon property and a continuation of same a distance of 1426 feet to an iron pipe; thence run north a distance of 610 feet to an iron pipe: thence run east a distance of 1593 feet to an iron pipe; thence run south 4 degrees 30 minutes west a distance of 612 feet to the place of beginning, contain 20 acres, more or less.

All Government Lots 1, 2, and 3, Section 3; all of Government Lots, 1, 2, and 3, Section 4, all that part of Government Lots, 4, 5, and 6, lying east of the main line right of way of the Florida East Coast Railway in section 4, all of Government Lot 7; all of Government Lot 8, all that part of Government Lots 9 and 10, in Section 4, lying east of the main line of the right of way of the Florida East Coast Railway, all in Township 6 South, Range 29 East.

And less and except the following retained parcel:

A portion of Township 6 South, Range 29 East, St Johns County, Florida, being more particularly described as follows: Begin at the intersection of the Southerly line of Government Lot 9, Section 4, Township 6 South, Range 29 East, with the Easterly right-of-way line of U.S. Highway # 1 , as presently occupied and used; Thence along the Easterly right-of-way line of said U.S. Highway # 1, the following courses and distances North 37 degrees 59 minutes 43 seconds West 54.90 feet; Thence North 52 degrees 00 minutes 17 seconds East 52.80 feet; Thence North 35 degrees 32 minutes 59 seconds West 1070.98 feet; Thence North 37 degrees 53 minutes 05 seconds West 519.00 feet; Thence North 38 degrees 38 minutes 01 seconds West 1472.09 feet; Thence South 62 degrees 14 minutes 12 seconds West 84.44 feet; Thence North 37 degrees 59 minutes 43 seconds West 1614.72 feet to an intersection with the North line of Township 6 South, Range 29 East; Thence North 89 degrees 13 minutes 10 seconds East along the said North line of Township 6 South, 3716.95 feet; Thence North 89 degrees 45 minutes 38 seconds East along the North line of said Township 6 South, 374.26 feet; Thence South 37 degrees 59 minutes 43 seconds East 4104.55 feet to the South line of Government Lot 3, Section 3, Township 6 South, Range 29 East; Thence South 81 degrees 25 minutes 27 seconds West along the South line of said Government Lot 3, and along the South line of Government Lot 9, Section 4, Township 6 South, Range 29 East, 3738.02 feet to the Point of Beginning, EXCEPTING therefrom a 50 foot road known as Shannon Road as said extends through the property, being 25 feet on both sides of the occupied center line of the existing road way Said parcel containing 324.78 acres more or less.

APPLICATION FOR ZONING CHANGE, VARIANCE OR EXCEPTION - DATE 9/12/83

CASE NUMBER : P-PUD 83-47 ZONING DISTRICT E

The undersigned Hereby applies for zoning change____, variance____or exception _____on the following described Land, Located in St. Johns Coun

LEGAL DESCRIPTION : Attached (Part of Exhibit "B")

1. PROPERTY ADDRESS:(give street address when available, or give detaile directions to property: Proceed N on U.S. #1 approximately 8 miles from St. Augustine to Shannon Road; proceed NE on Shannon Rd. approximately 1 mile to intersection of road to right (cable at entrance); proceed on this road SE approximately one half mile to N property line of subject property.

2. NAME AND ADDRESS AND TELEPHONE NUMBER OF OWNER(s) OF SUBJECT PROPERTY
Marshall Creek Development Company
Attn: Robert M. Taylor, President Phone: (305) 541-0737
~~1040 SW 27 Avenue, Miami, Fl 33135~~

3. CURRENT ZONING CLASSIFICATION: OR (Open Rural)

4. CHANGE, VARIANCE OR EXCEPTION REQUESTED: PUD

5. 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. James A. Kern, Trustee, is the only adjacent property owner.

6. PRESENT USE OF LAND: Unimproved acreage

7. SPECIFIC USE OR REASON FOR REQUESTED CHANGE, VARIANCE OR EXCEPTION:

Residential usage

8. SIZE OF LAND(dimensions or acreage) Approximately 52 acres

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

IF SO, GIVE DATE AND FINAL DISPOSTION:

10. APPLICANT'S NAME, ADDRESS AND PHONE NUMBER: See above - #2

Robert M Taylor

- 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 t hearing, he will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, whic records includes the testimony and evidence upon which the appeal is bas

MARSHALL CREEK DEVELOPMENT COMPANY PUD APPLICATION

MATERIALS ACCOMPANYING THE PETITION INCLUDE THE FOLLOWING:

A. A "preliminary plat" (survey) and plans:

1. Vicinity Plan, identified as Exhibit D-1, indicates the location of the property. Part of this Exhibit includes a legal description of the easement for the access road to the property.

2. Preliminary Plat (Survey), indicating all lots, without topographical data, is identified as Exhibit D-2.

3. Preliminary Plat (Survey), indicating all lots, with topographical data, is identified as Exhibit D-3.

B. A written description of the intended plan of development indicating the benefits to future occupants of the PUD, and the benefits to St. Johns County in general, is attached as Exhibit "E".

C. A Sketch Plan, identified as Exhibit "F" is attached in support of the above written description. It illustrates:

1. the preliminary location, grouping and height of all uses and facilities.

2. the number of residential units proposed, their general location, number of stories. All of these are to be owner-occupied as now envisioned.

3. a preliminary vehicular and pedestrian circulation system.

4. a preliminary system of open space and recreational uses including walking/jogging trails and a canoe landing. An estimate of the acreage to be retained in common ownership is included.

5. a topographical survey showing contour lines is included as Exhibit D-3; There are no existing buildings. Existing wooded areas are shown.

D. Preliminary statements indicating how matters of maintenance and ownership of common facilities are to be handled is embodied in the proposed "Covenants", drafts of which are attached as Exhibit "G"

Marshall Creek Development Company will cause to be created on or before the closing of the sale of the first lot of the plat of the 52 acres, which is the subject of this application, a nonprofit corporation with the power to assess lot owners for their pro rata share of maintenance expenses in the common areas. The affairs of the corporation shall be controlled by a majority vote of lot owners. Failure of lot owners to make a payment will result in a lien on the lot.

E. Preliminary Schedule of Development. All of the acreage encompassed by PUD application (approximately 52 acres) is to be developed within approximately six (6) months, beginning January 1, 1984. This will include construction of streets, utilities and other improvements as indicated in the Sketch Plan identified as Exhibit "F". None of the land will be dedicated to public use.

F. Statement regarding paving of roadways- Exhibit "H"

THE FOLLOWING ITEMS ARE ATTACHED TO THE PUD APPLICATION OF MARSHALL CREEK CREEK DEVELOPMENT COMPANY AS EXHIBITS:

in accordance with requirements of the Zoning Ordinance of St. Johns County, Florida

A. Evidence of unified control of the entire area within the PUD...The entire area is owned by Marshall Creek Development Company. A copy of the Option Agreement is attached as Exhibit "A".

B. "The name and address of the owner" is given in the Application form. (There is no further exhibit on this item.)

C. "Plats and/or metes and bounds description of the area within the PUD". A survey,including a legal description, prepared by Richard E. Kersey is attached as Exhibit "B" to satisfy this requirement.

D. An agreement by all owners within the PUD which includes the commitment to:

1. proceed with the proposed development in accordance with the adopted PUD Ordinance...

2. provide a written statement of a proposal for completion of such development according to plans approved by such Ordinance - for continuing operation and maintenance...

3. to bind their successors to any commitments made in this application.

The above three items are addressed in a letter from Marshall Creek Development Company to St. Johns County, which is attached hereto as Exhibit "C".

OPTION AGREEMENT

The Owner, JAMES A. KERN, individually and as Trustee, in consideration of the payment to him of the sum of ten dollars and other good and valuable consideration by MARSHALL CREEK DEVELOPMENT COMPANY, a Florida corporation, as the Buyer, does hereby grant to the Buyer the exclusive right and option to purchase all of the lands described on Exhibit "A", attached hereto and made a part hereof, upon the following terms and conditions:

A. This option is for twenty-four months and shall expire at midnight on this day of the twenty-fourth month after the date hereof. Should the option not be exercised on or before that date, it will expire automatically, without notice or any other act on the Owner's part, and the option money paid at any time during the option period shall be deemed fully earned by the Owner.

B. In the event Buyer receives deposits for land sale reservations, Buyer shall direct to the extent possible, that any interest earned on said deposits shall be paid to Owner as additional consideration for this option.

C. The purchase price for the lands purchased pursuant to this option shall be $18,500.00 per acre, as determined by survey (by a registered Florida land surveyor) provided by the Buyer. The option money paid shall be deemed a part of the first purchase money paid, if the option is exercised.

1. The purchase price shall be paid by payment of 20% of the purchase price on closing (including option and earnest money), with the balance payable in ten equal annual installments plus interest on unpaid balances at the rate of 10% per annum, payable on the installment dates, commencing one year after closing. Partial prepayment shall be permitted at any time without penalty. Upon closing, thirty-five (35) lots selected at random by Buyer, shall be conveyed to Buyer free and clear of the lien of the purchase money mortgage.
2. The purchase money note and mortgage shall be in long form Ramco, or other form customarily used for a transaction of this type and shall secure the remaining forty-five (45) lots on Exhibit "A".
   (a) Buyer, or the then mortgagor, shall be entitled to a release of any of the remaining forty-five lots from the lien of the purchase money mortgage upon payment to Owner at the rate of $20,000.00 per lot or upon assignment to Owner of a new first mortgage from a subsequent purchaser in an amount not less

EXHIBIT "A"

than $20,000.00.

(b) The mortgage shall contain a provision providing that the Seller shall promptly and without additional cost or charge, execute, join in the execution of and/or joinder with the Buyer (or the then mortgagor) in the execution and delivery of any and all plats on the subject property, and also in the execution and delivery of dedications of rights-of-way for roads, streets, drainage or easement for public or private use or utilities, provided always that the costs of all such plats, improvements and/or dedications shall be at the sole cost and expense of the Buyer

D. Buyer shall exercise its option by giving the Owner written notice thereof accompanied by payment equal to 10% of the purchase price, less the option money paid. Upon such giving notice and payment, a sale and purchase contract shall be deemed to exist between the parties as to the lands set forth in Exhibit "A".

E. Upon receipt of such notice, and within 20 days thereafter, Owner shall furnish to Buyer a title binder issued by Lawyers Title Guaranty Fund or First American Title Company. Such binder shall evidence marketable fee simple title in Owner, subject only to current taxes and the exceptions set forth in Exhibit "B" attached hereto and made a part hereof. Buyer shall have 10 days in which to object in writing to the title as evidenced thereby, otherwise it shall be deemed accepted by Buyer.

F. Within 10 days after acceptance or clearing of title, the transaction shall close at the place within St. Johns or Dade County, Florida as designated by Owner, at which time Owner shall convey title by special warranty deed and Buyer shall pay the balance of the purchase price in cash or cashier's check and partly by note and mortgage as provided above.

G. Should the Buyer elect to record this agreement, it shall, as to all lands hereunder, be conclusively deemed to have expired unless evidence of closing, (or agreed extension) are recorded in the Public Records of St. Johns County, Florida no later than twenty-six months after the date hereof. Failing this, this option shall be conclusively deemed to have expired.

H. The relevant printed provisions of the FAR-Florida Bar Standard Contract for Sale and Purchase, copyrighted 1978, whenever they are not inconsistant with this agreement, shall be deemed adopted as a binding contract between the parties

at the time the option is exercised by Buyer.

I. Buyer intends to design and build private roadways to connect parcels purchased by him with Shannon Road. Simultaneously with the closing contemplated hereunder, the Owner shall give and grant unto Buyer an easement for roadway over the 80 foot strip of land, more particularly described in Exhibit "C" attached hereto and made a part hereof, provided always, that the use of said easement shall be subject to all covenants, restrictions and the master plan for MARSHALL CREEK, a planned unit development and shall be used in common with any and all contiguous lands by Owner, his successors or assigns.

J. In order to make a final determination as to the exercise of his option, Buyer intends to make preliminary field engineering studies, prepare certain architectural materials, land clearing and road and utility improvements. In addition, Buyer intends to do necessary legal work and secure preliminary zoning approvals as are necessary for his development project so that Buyer will be in a position, during the initial option period, to make a conditional sales offer to prospective individual buyers. Therefore, Buyer shall have the right, during the prosecution of the above procedures, to enter upon the land for surveying, road improvement and exhibiting, etc. and to place a temporary mobile home type office thereon at the entrance to the land, but this shall be deemed only a limited and temporary right of possession, entirely at Buyer's own risk. Buyer recognizes it has no authority to cause any part of any expense to be charged against Owner or the land in connection with the above described activities.

K. Buyer covenants and agrees that plans, plats, development and improvement regarding the subject property shall conform with the general master plan for MARSHALL CREEK, a Planned Unit Development.

IN WITNESS WHEREOF these parties have executed this agreement this 29 day of November, 1982.

Barbara B. Bachmann — James A. Kern, Trustee

Laura Cedergren

OWNER

MARSHALL CREEK DEVELOPMENT COMPANY

Barbara B. Bachmann — BY: _____ President

Laura Cedergren

BUYER

Marshall Creek
Development Company
1040 S. W. 27 AVENUE
MIAMI, FLORIDA 33135
(305) 541-0737

St. Johns County Zoning Board and
St. Johns County Comprehensive Planning Board
St. Johns County Administrative Offices
P. O. Drawer 349
St. Augustine, Florida 32084

Re: PUD Application by Marshall Creek Development Company

Gentlemen:

We are submitting a PUD Application together with attachments in accordance with the requirements of the Zoning Ordinance of St. Johns County.

As owners of all the property within the PUD, we offer the following commitment:

1. We intend to proceed with our proposed development in accordance with the adopted PUD Ordinance of St. Johns County including such conditions and safeguards as may be set by the Board of County Commissioners in such Ordinance; and

2. We propose to complete this development in accordance with plans approved by such Ordinance; and to continue to operate and maintain such areas, functions and facilities as are not to be provided, operated or maintained by St. Johns County pursuant to written agreement; and

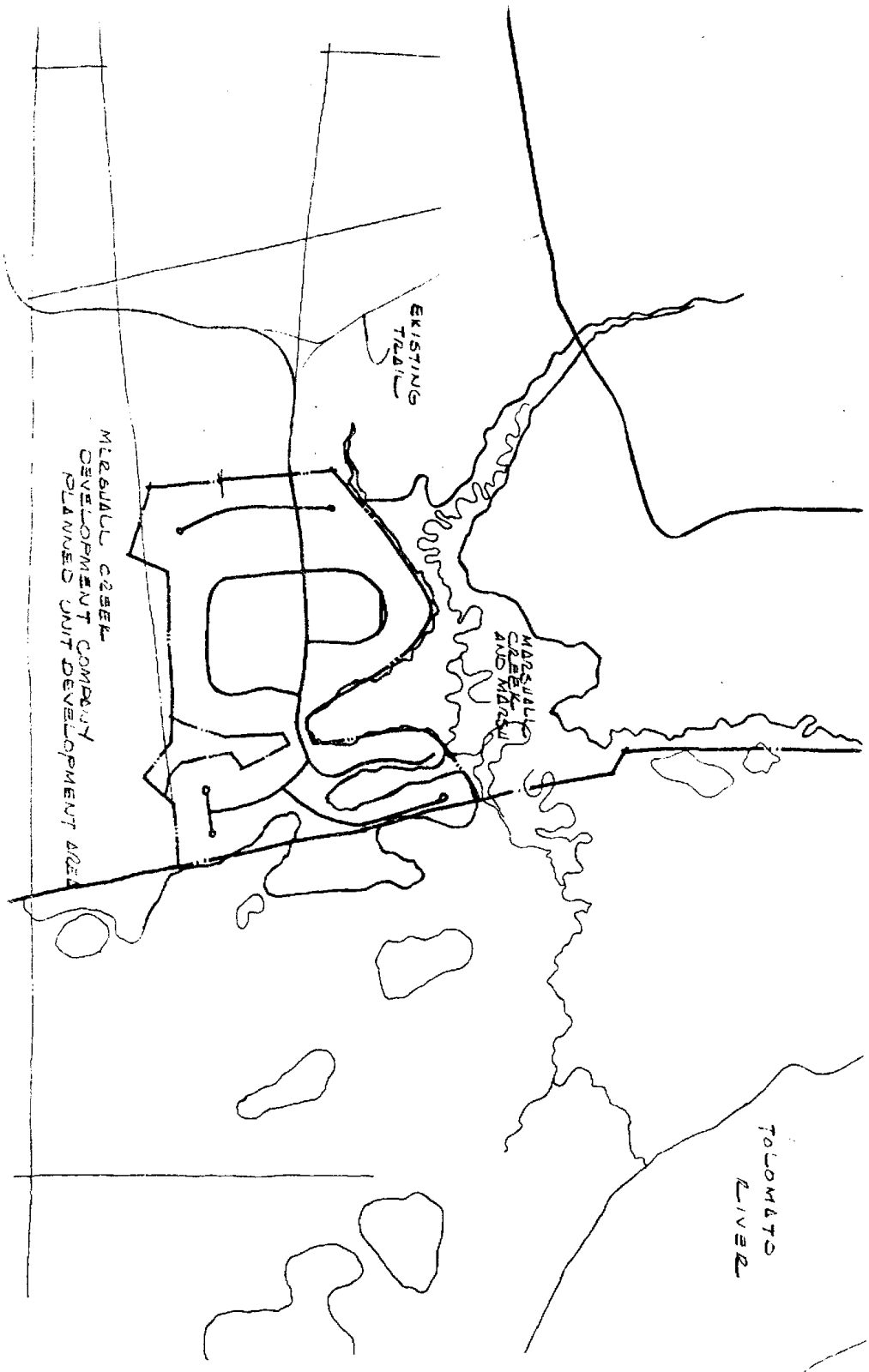
3. To bind our successors in title to any commitments made in our application.

Sincerely yours,

Robert M. Taylor
President
Marshall Creek Development Company
8/26/83

EXHIBIT "C"

SKETCH VICINITY PLAN
MARSHALL CREEK DEVELOPMENT COMPANY
PLANNED UNIT DEVELOPMENT (RESIDENTIAL)
SCALE 1" = 400'
24 AUG 83, BJS
EXHIBIT "D-1"
N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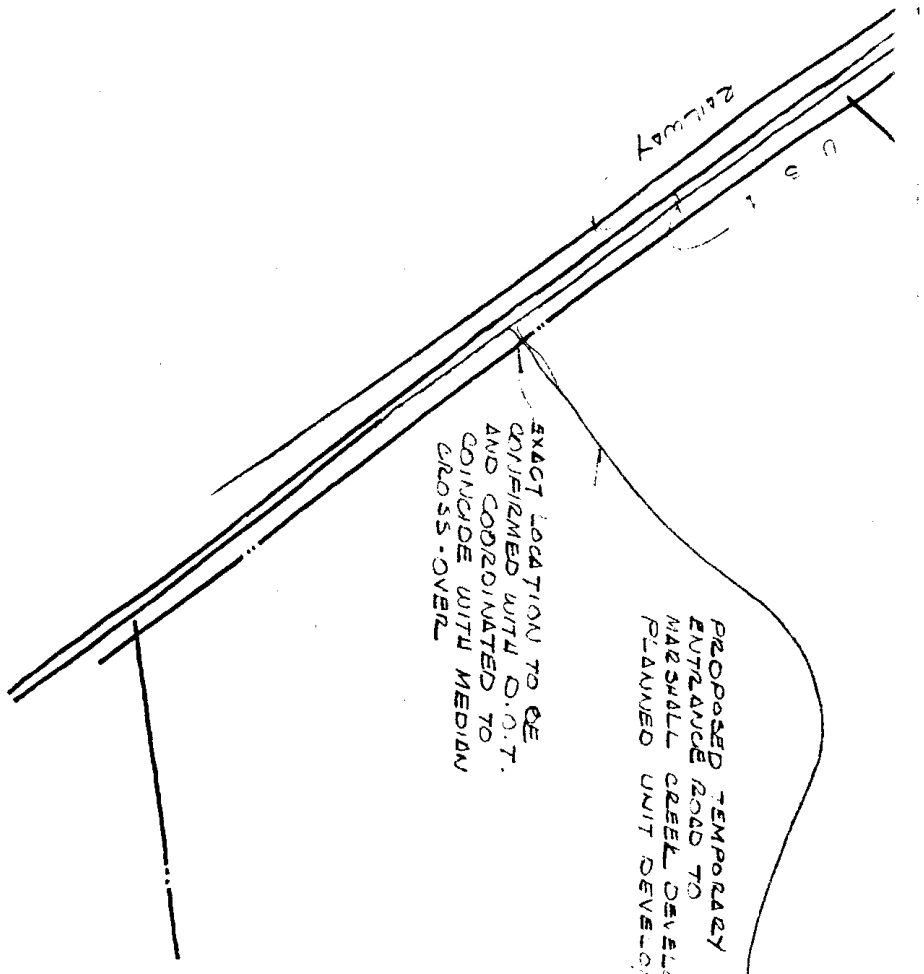
MILDWALL CREEK
DEVELOPMENT COMPANY
PLANNED UNIT DEVELOPMENT AREA
MARSHALL CREEK AND MARSH
TOLOMATO RIVER


RAILROAD
EXACT LOCATION TO BE CONFIRMED WITH D.O.T. AND COORDINATED TO COINCIDE WITH MEDIAN CROSS-OVER
PROPOSED TEMPORARY ENTRANCE ROAD TO MARSHALL CREEK DEVELOPMENT PLANNED UNIT DEVELOPMENT

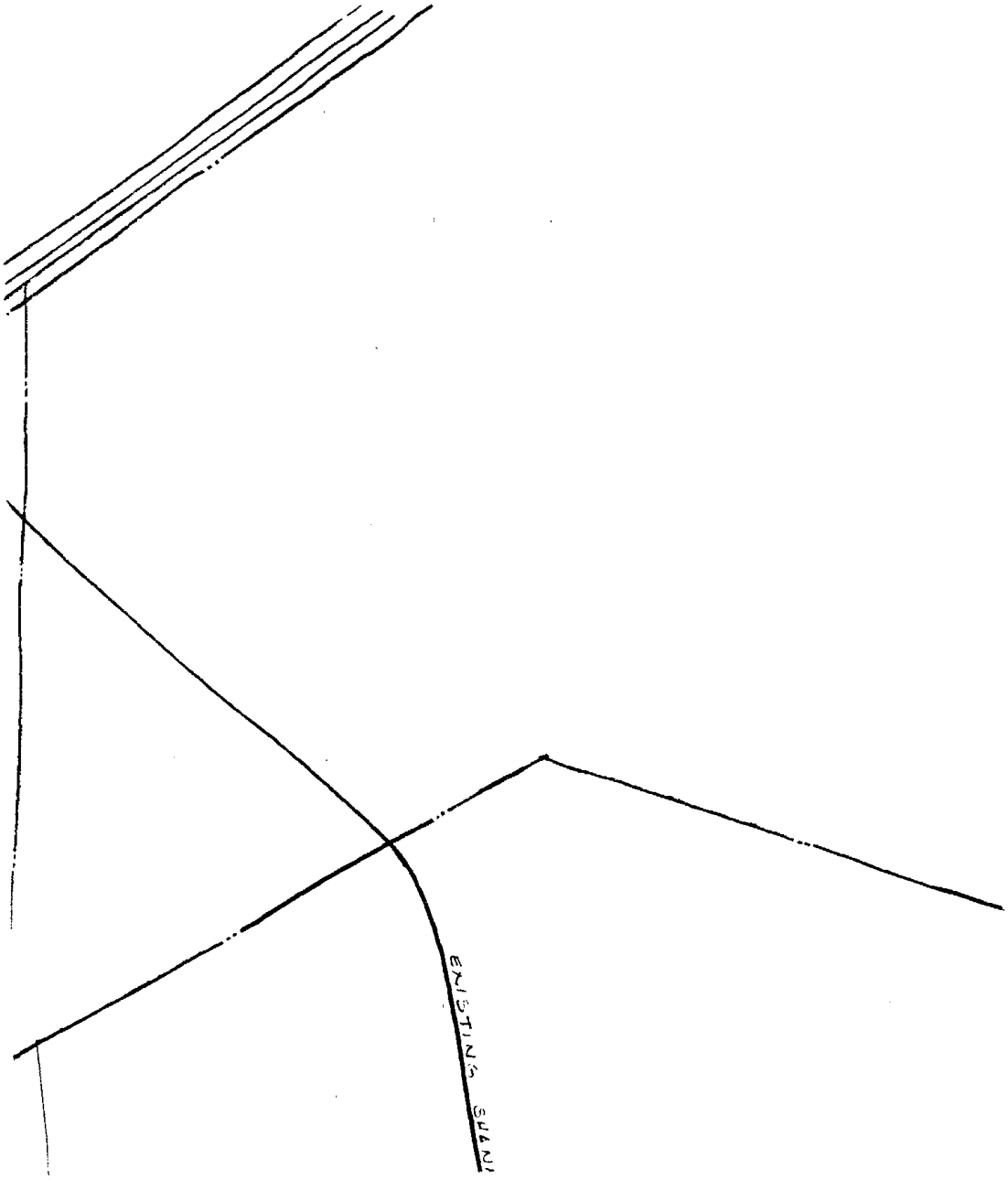

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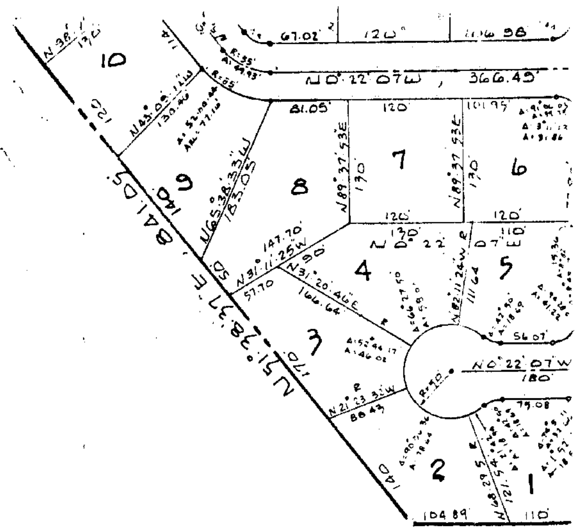
EXHIBIT D-2
page 1 of 4 pages



NOTES

1. THE SECTION, TOWNSHIP, & RANGE TIES INCORPORATED IN PARTS OF THIS BOUNDARY SURVEY WERE TAKEN FROM A PREVIOUS BOUNDARY SURVEY (MARKED WITH AN EMBOSSED SEAL) FOR JAMES A. KERN BY: PHILLIPS SURVEYING INC. HOLLY HILL, FLORIDA [illegible] WHICH WAS SIGNED BY RUSSELL A. OWEN [illegible] DATED 4/30/81 REVISED 7/8/81

2. [illegible] PHILLIPS SURVEYING PLAT OF 7, 8, 81 [illegible] JAMES A. KERN [illegible]

3. [illegible]

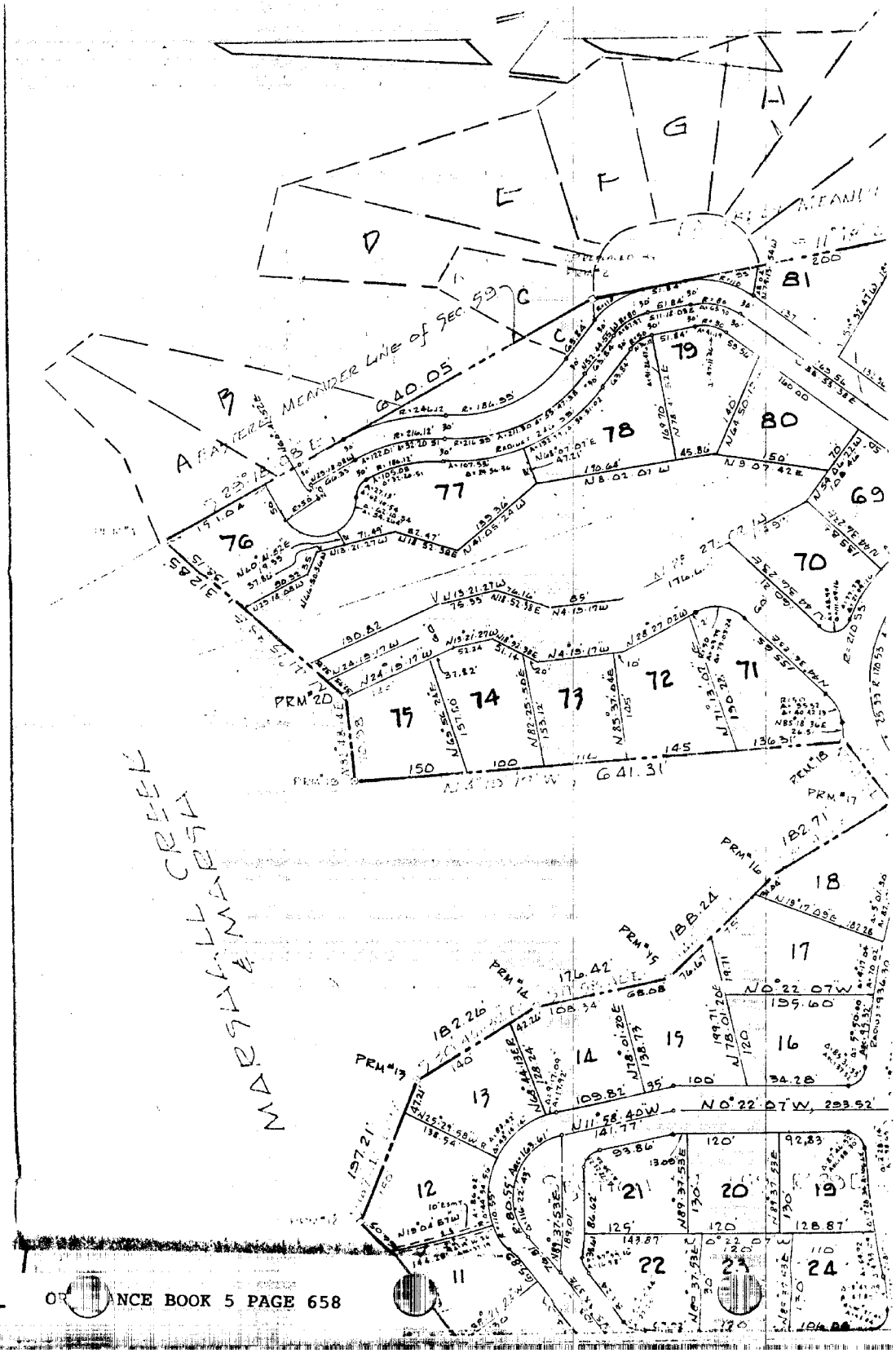
4. [illegible] MARSHALL CREEK MARSH.

5. ALL RADII ARE 25 FEET UNLESS OTHERWISE NOTED.

6. LOT LAYOUT TO BE VERIFIED BY FIELD SURVEY.

EXHIBIT "D-2"

BOUNDARY SURVEY FOR: JAMES A. KERN DATE: 3 SEPT., 1982 SCALE: 1" = 100'	I HEREBY CERTIFY THAT THE ABOVE MAP OF SURVEY PROPERTY AS RECENTLY SURVEYED UNDER MY DIRECT RICHARD E. KERSEY REGISTERED FLORIDA LAND SURVEYOR NO. 2020 [illegible] [illegible] 32210


A
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A FAINT METANDER LINE OF SEC. 59
S 23° 18' 08" E
640.05
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PRM 20
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641.31
N 8° 10' 17" W
MADISONVILLE CREEK
182.71
188.24
176.42
182.26
197.21
N 0° 22' 07" W, 293.52'
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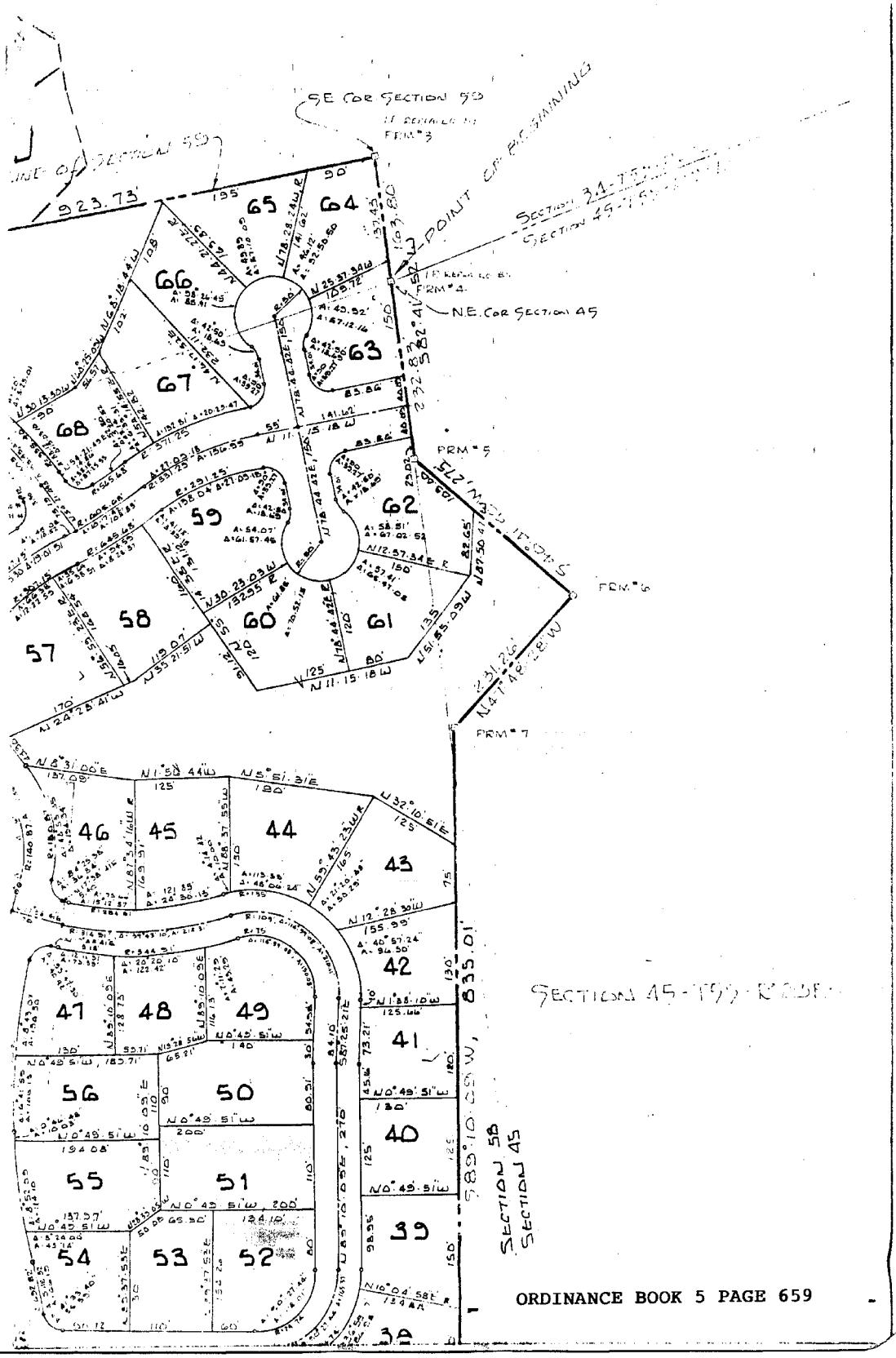
SE COR SECTION 59
923.73'
LINE OF SECTION 59
POINT OF BEGINNING
SECTION 34-T7
SECTION 45-T7
N.E. COR SECTION 45
S82°41'E
232.88'
PRM "4"
PRM "5"
PRM "6"
PRM "7"
231.26'
N47°42'E
65
64
66
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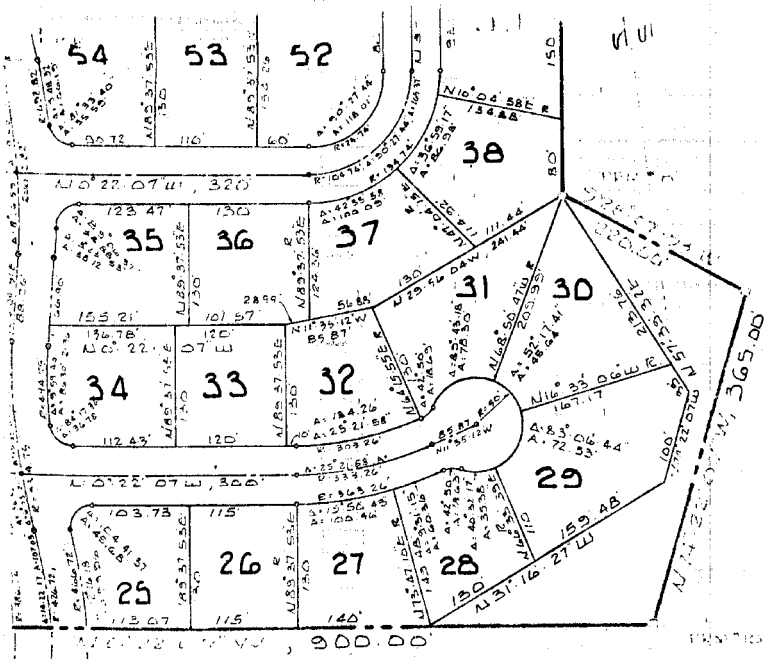
S89°10'00"W, 835.01'
SECTION 58
SECTION 45



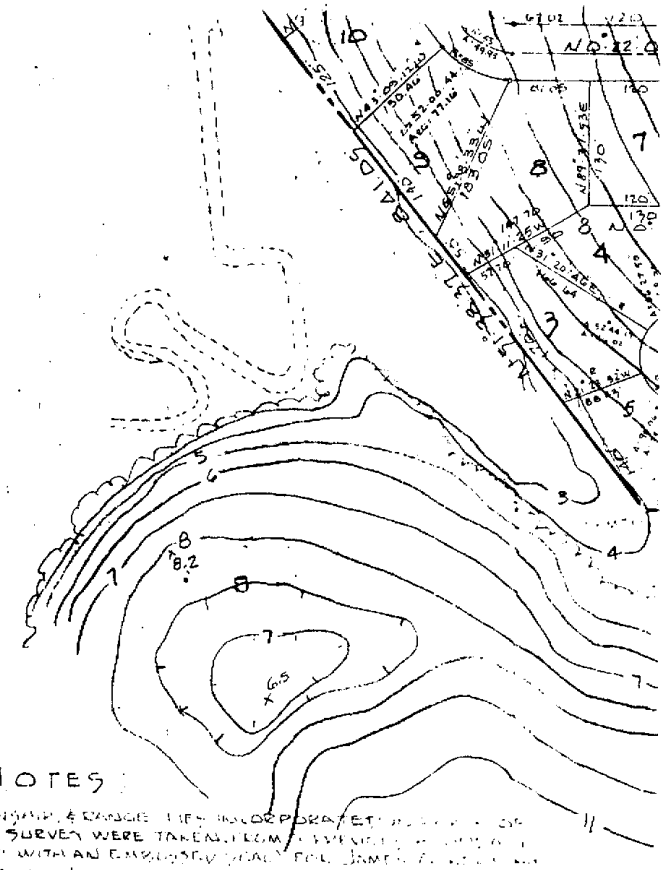
LEGAL DESCRIPTION

[illegible] land [illegible] Sections 45, 57, 58, and 59, Township 5 South, Range 24 East, St. [illegible] County, Florida, more particularly described as follows:

Beginning at the Northeast corner of said Section 45, run S 02°41'52" W, along the North line [illegible] 4, for a distance of 232.43 feet to a point; thence run S 46°41'52" W, for a distance of [illegible] feet to a point; thence run S 47°42'52" W, for a distance of 291.27 feet to a point; thence run S 28°07'52" W, for a distance of 335.01 feet to a point; thence run S 74°22'52" W, for a distance of 345.60 feet to a point; thence run S [illegible] W, for a distance of 900.00 feet to a point on the Southerly right of way line of [illegible] Road; thence run S 15°37'52" E, for a distance of 941.00 feet to a point; thence run S 07°[illegible] W, for a distance of 182.00 feet to a point; thence run S [illegible] W, for a distance of 170.42 feet to a point; thence run S 44°15'42" E, for a distance of 252.71 feet to a point; thence run S 30°14'26" E, for a distance of 203.39 feet to a point; thence run N 4°20'42" W, for a distance of 1,[illegible] feet to a point; thence run S 2°4.'14" E, for a distance of 1,[illegible] feet to a point; thence run S 2°[illegible] E, for a distance of 322.85 feet, more or less, to a point of intersection with [illegible] Creek Marsh; thence run S 29°18'52" E, along the Northerly [illegible] Creek Marsh, for a distance of 660.75 feet to a point; thence run S 12°[illegible] E, along the [illegible] Section 59, for a distance of 521.75 feet, more or less, to the Southeast [illegible] Section 59; thence run S 2°41'52" W, along the East line of said Section 59, for a [illegible] feet to the POINT OF BEGINNING.

[illegible] 142 acres, more or less.

TO THE BEST OF MY KNOWLEDGE [illegible] THIS INSTRUMENT WAS PREPARED



NOTES

1. THE SE MON TOWNSHIP, & RANGE LIES INCORPORATED [illegible] OF THIS BOUNDARY SURVEY WERE TAKEN FROM [illegible] SURVEY MARKED WITH AN [illegible] FOR JAMES [illegible] PHILLIPS ENGINEERING INC. ATLANTIC BLVD. FLORIDA 32207. WHICH WAS STAKED BY RUSSELL & OWEN [illegible] DATED 9-3-82 REVISED 9-15-82

2. [illegible] SECTION LINES SHOWN ON THE EASTERN & SOUTHERN [illegible] OF THIS SURVEY WERE LOCATED GRAPHICALLY FROM THE AFOREMENTIONED PHILLIPS SURVEYING PLAT OF 7, 8, & 9 THEY ARE SHOWN ONLY TO ALERT JAMES A KERN OF THEIR [illegible] EXISTENCE IN THIS AREA. [illegible] EXISTENCE OR [illegible] CONFIGURATIONS MAY NOT BEEN VERIFIED. EXCEPT AS [illegible] LAYOUT ON THE PHILLIPS SURVEY [illegible]

3. "IRON" REPRESENTS A 4"x4" [illegible] SET WITH THE APPROPRIATE [illegible] PLATE ON TOP OF THE MONUMENT.

4. ITEMS NUMBERED "11 THROUGH "20 & "1 ARE LOCATED ON THE APPROXIMATE SOUTHERLY EDGE OF THE MARSHALL CREEK MARSH

5. ALL RADII ARE 25 FEET UNLESS OTHERWISE NOTED.

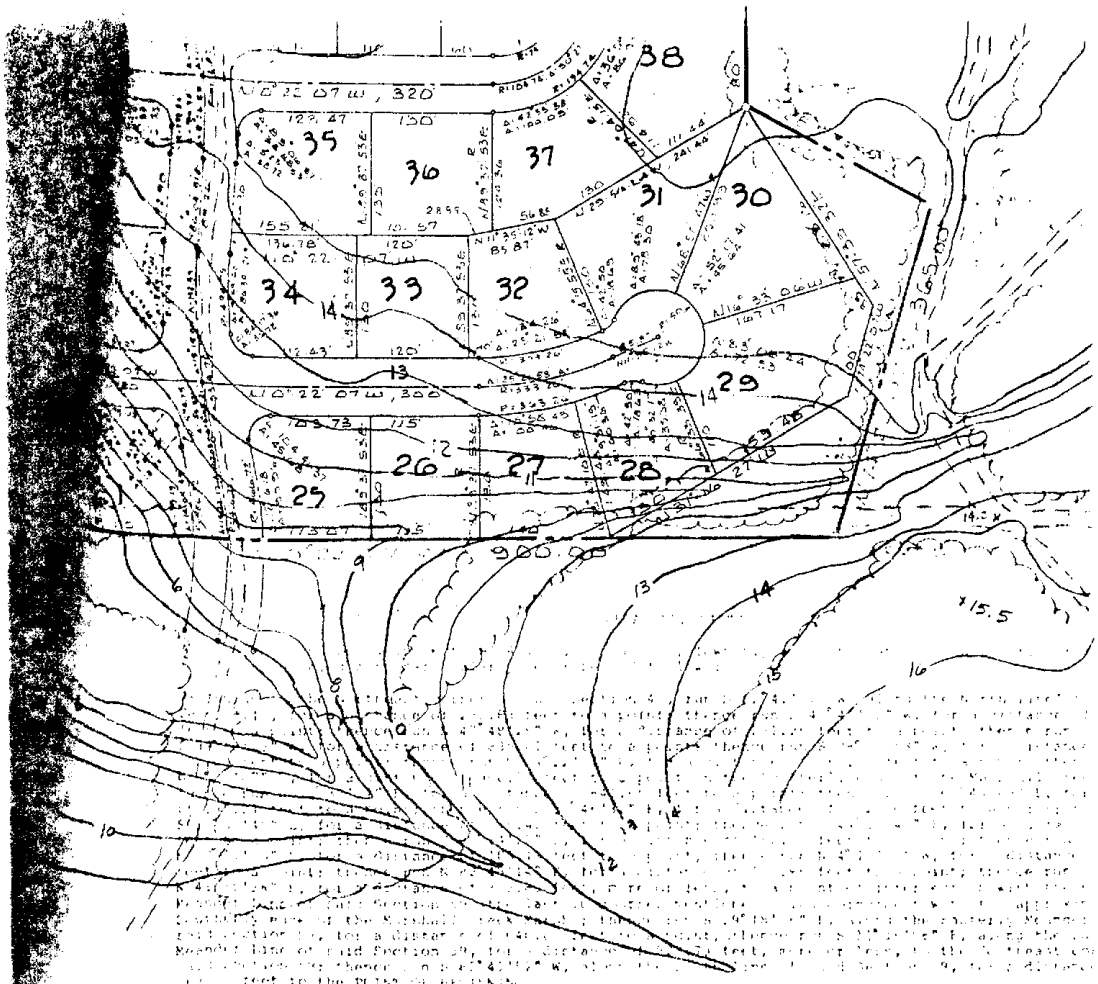
6. LOT LAYOUT TO BE VERIFIED BY FIELD SURVEY.

EXHIBIT "D-3" (TOPO)

BOUNDARY SURVEY
FOR: JAMES A. KERN
DATE: 3 SEPT., 1982
SCALE: 1" = 100'

I HEREBY CERTIFY THAT THE ABOVE MAP [illegible] PROPERTY AS RECENTLY SURVEYED UNDER [illegible]

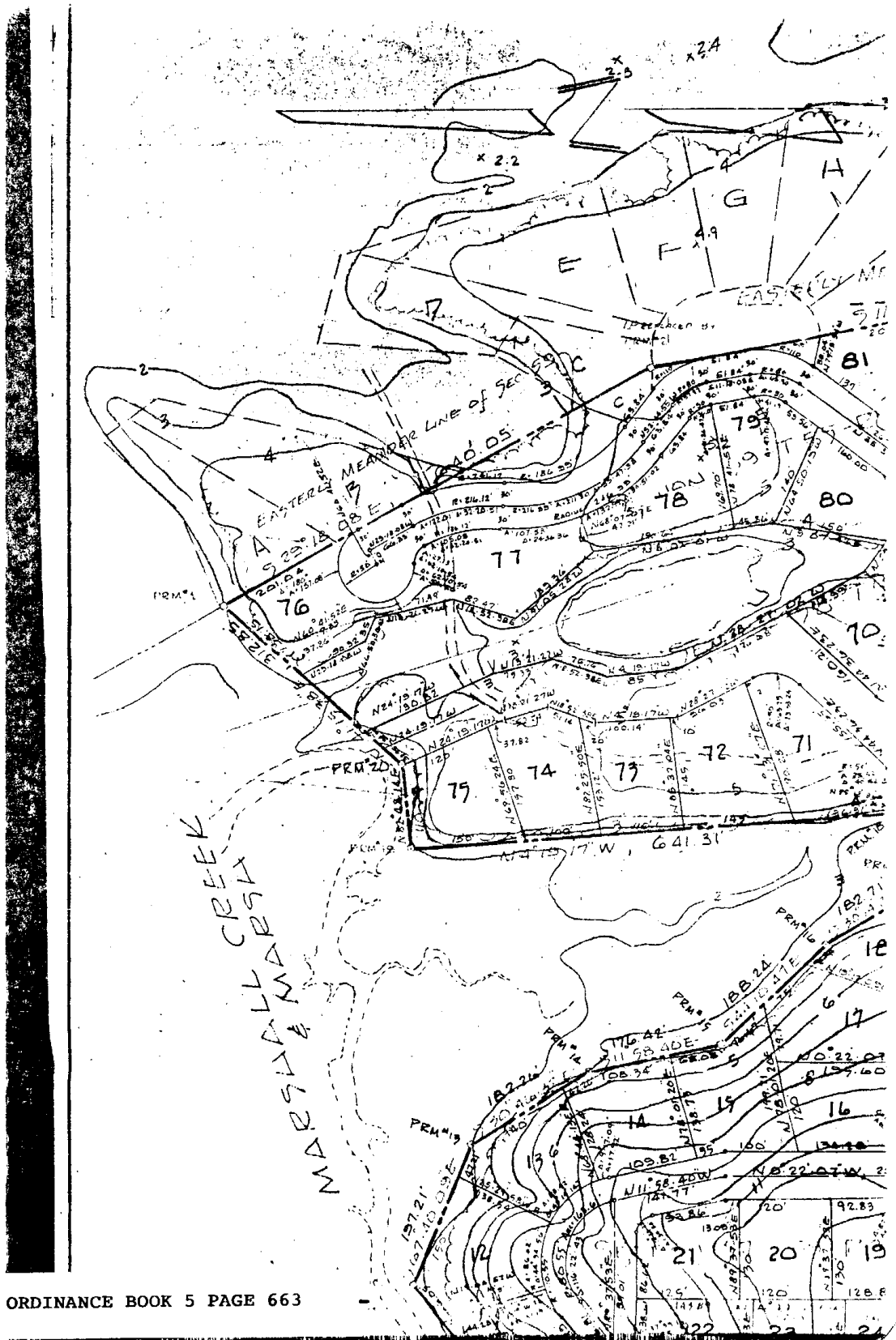
RICHARD E. KERSEY
REGISTERED FLORIDA LAND SURVEYOR NO 2026
6981 GRIBBIN COURT
JACKSONVILLE FLORIDA 32210



NOTE: TOPOGRAPHY ADDED FROM POST, BUCKLEY, SCHUH, & JERNIGAN INC. PRELIMINARY SKETCH STUDY (FOR JAMES A OVERLAY 20 NOV. 82.

...P OF SURVEY IS TO THE BEST OF MY KNOWLEDGE A CORRECT REPRESENTATION OF THE HEREIN ...
... MY DIRECTION

30


EASTERLY MEANDER LINE of SEC 3
S 23° 18' 98" E
640.05'
N 11° 58' 40" W, 641.31'
MAGNOLIA CREEK
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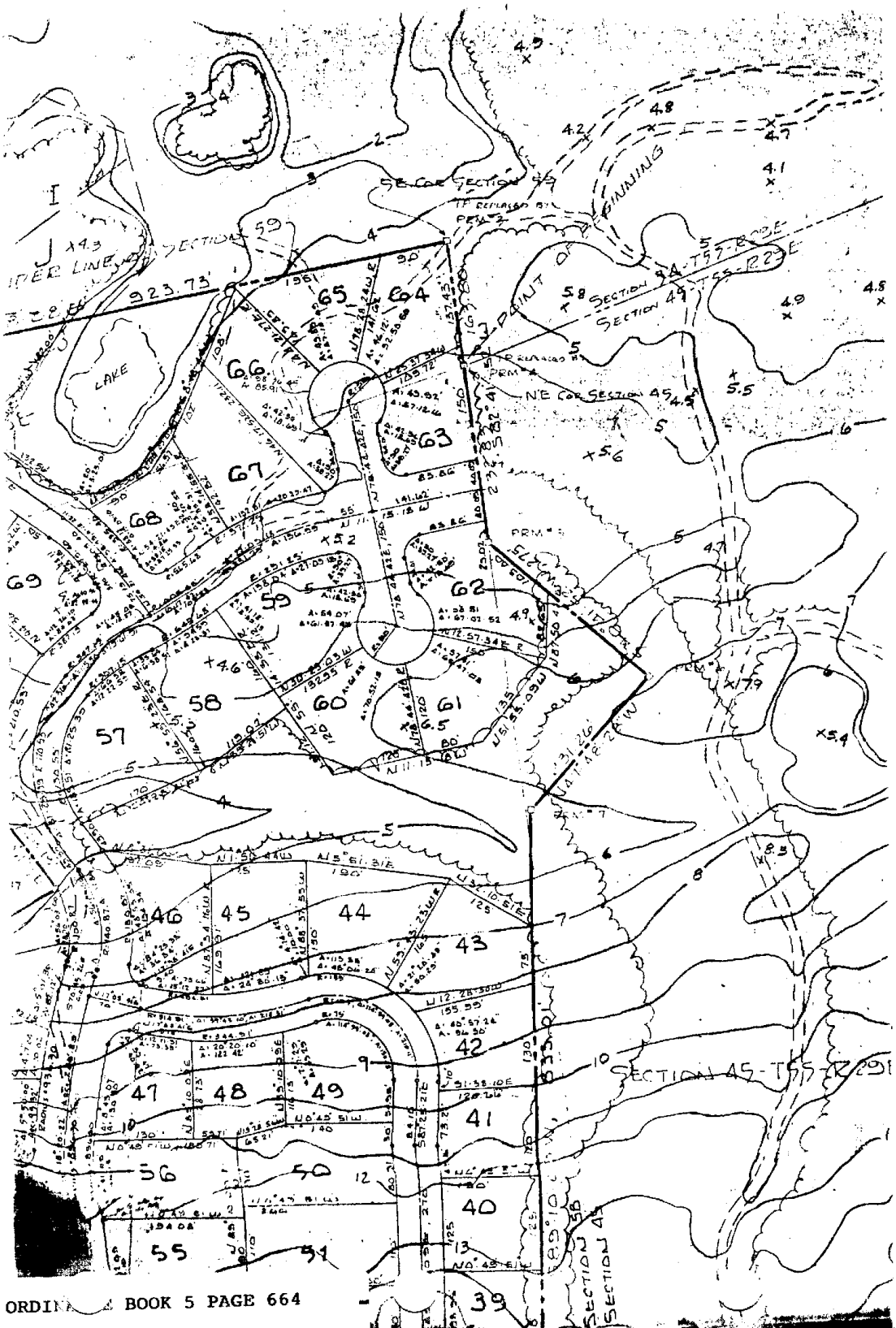
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Exhibit "E"

Description of the Intended Plan of Development of Marshall Creek

Marshall Creek Development Company intends to develop consistent with the intent of Section 8-1 of Article 8 of the Planned Unit Development Criteria of the Zoning Ordinance of St. Johns County.

The Marshall Creek community will benefit from a thorough assessment of the development suitability of a large, environmentally sensitive tract of land. This assessment has resulted in a Development Plan integrating energy, environmental planning, regulatory, and cost concerns into a balanced design. This development is very unusual in the number of professional disciplines involved, and in the broad scope of topics covered. Even more unusual, however, is the impetus for this concept: a modern approach to the design of small towns in the future.

The Marshall Creek Concept originated with Mr. James Kern, a noted environmentalist, wildlife photographer, and specialist in sensitive real estate. Jim Kern believes that values common to small towns in the American past can be re-created: family security, social well-being, a place for fruitful labor, and a feeling of community. Given the right setting, he reasons that the small town of the future should evolve these social values, just as small towns did in the past.

Jim Kern's vision is to provide the proper basis for a town, and then let it evolve naturally. This approach requires that the town be perceived as a system, each part necessary in proper proportion, each part both dependent upon and depended on by the whole. Two parts of the system, environment and energy, have been identified as the factors most essential to the foundation upon which the town would grow.

The environment forms a context capable of attracting new residents, as well as providing the opportunity for rewarding living experience. Several years of searching were necessary before a suitable site was found. The location is rural, yet airports, beaches and cities are easily accessible. The land completey surrounds Marshall Creek, and borders on the Tolomato River. It is aesthetically pleasing, environmentally diverse, and displays very high natural energy values: the kind of place a community might begin spontaneously.

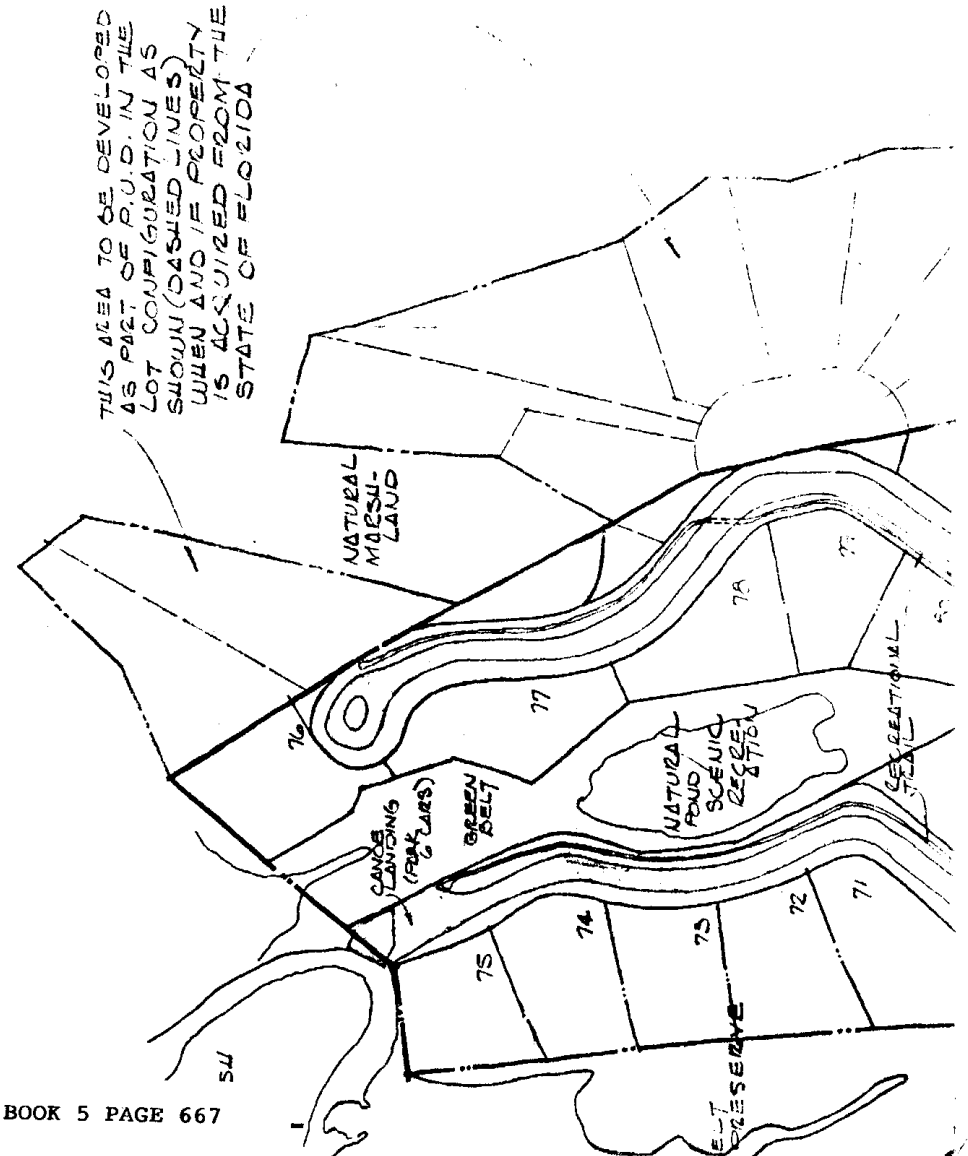
Energy is the often overlooked element required for the proper function of every system. Through its many forms and transformations, energy is just as necessary to the life of a town as the people who live there. Recognizing the importance of energy to the quality of life in the future, fulfillment of the Marshall Creek Concept requires

(next page please)

EXHIBIT "E"

a commitment to consider energy at every step of planning, engineering and design. The ultimate expression of this commitment will provide the basis for the most energy efficient town in America.

This PUD Application is being filed with these goals paramount. The area encompassed by this PUD is considered as a potential first phase of the town concept envisioned by Mr. Kern. It is believed that this community, located in beautiful St. Johns County, just minutes away from historic St. Augustine, will enhance the goals and concepts of the county through a creative approach to the development of the property.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RECREATIONAL FIELD
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SKETCH PLAN
MARSHALL CREEK DEVELOPMENT COMPANY
PLANNED UNIT DEVELOPMENT (RESIDENTIAL)
SCALE 1" = 100'
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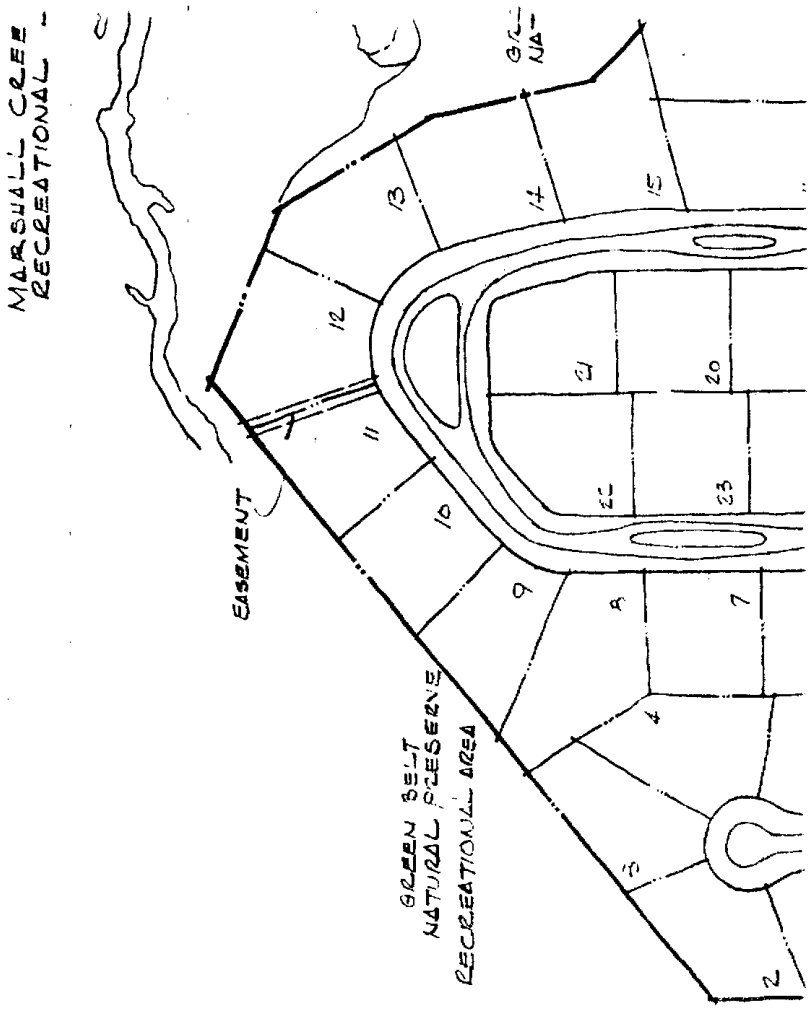
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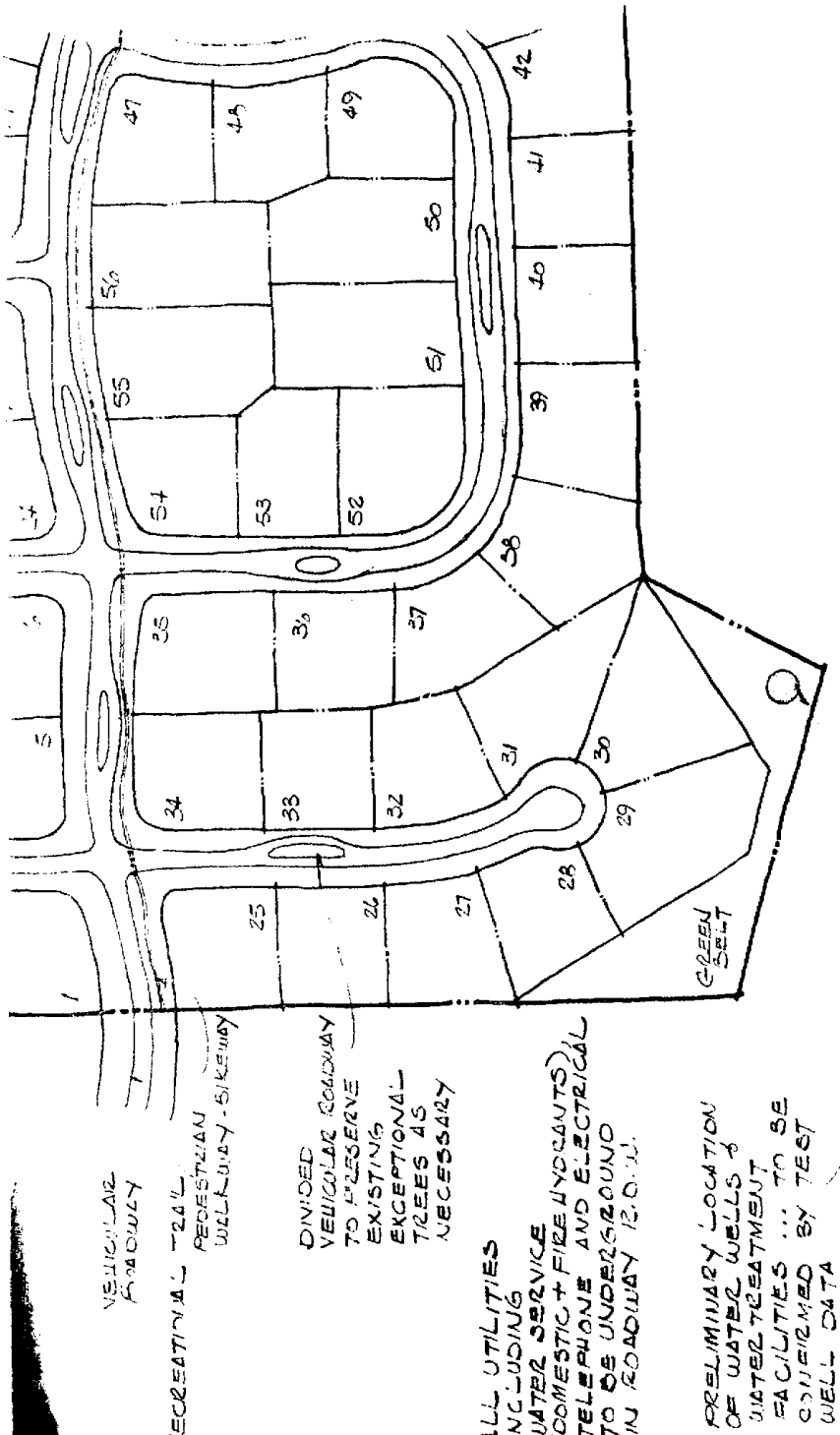
VEHICULAR ROADWAY
RECREATIONAL 12.4' PEDESTRIAN WALKWAY - BIKEWAY
DIVIDED VEHICULAR ROADWAY TO PRESERVE EXISTING EXCEPTIONAL TREES AS NECESSARY
ALL UTILITIES INCLUDING WATER SERVICE (DOMESTIC + FIRE HYDRANTS) TELEPHONE AND ELECTRICAL TO BE UNDERGROUND IN ROADWAY R.O.W.
PRELIMINARY LOCATION OF WATER WELLS & WATER TREATMENT FACILITIES ... TO BE CONFIRMED BY TEST WELL DATA
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DECLARATION OF COMMUNITY COVENANTS
FOR
MARSHALL CREEK ENVIRONMENTAL COMMUNITY

WHEREAS, Inc., a Florida corporation ("Developer"), is the owner of a tract of land known as Marshall Creek described in Exhibit "A" attached hereto and located in St. Johns County, Florida, (herein "Marshall Creek" or "Property"); and,

WHEREAS, Developer desires to subject that portion of the Property which is described in Exhibit "B" attached hereto, consisting of all lots in Phase I, Marshall Creek (the "Platted Property") to certain mutual and beneficial restrictions, covenants, terms, conditions, and limitations (herein for convenience sometimes referred to collectively as "Covenants") for the benefit of such property and any owners of all or part thereof, and,

WHEREAS, Developer may subject other portions of the Property to the Covenants from time to time.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that the Platted Property shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the Covenants, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in and to the Platted Property. The Covenants shall in addition apply to any portion of the Property which is subjected to these Covenants in accordance with the provisions of Article IX hereof.

ARTICLE I

DEFINITIONS

Section 1.1 Commercial Parcel: Any portion of the Property submitted to these Covenants and designated by Developer as provided in Section 10.6 hereof for a commercial or business use, including apartment projects, whether or not improved.

Section 1.2 Declaration: Declaration of Community Covenants for Marshall Creek.

Section 1.3 Master Association: Marshall Creek Master Association, Inc., its successors and assigns.

Section 1.4 Member or Owner: A person who is a record owner of a Parcel.

Section 1.5 Common Area: Those portions of the Property which are conveyed to the Master Association from time to time by the Developer.

Section 1.6 Parcel(s): The Residential and Commercial Parcels.

Section 1.7 Resident: Any person or persons occupying a residence or living unit on a Parcel.

Section 1.8 Residential Parcel or Lot: Each portion of the Property subjected to these Covenants and designated by Developer, as provided in Section 10.6 hereof, for occupancy by a single-family and each living unit on a Parcel which has been subjected to these Covenants and submitted to condominium ownership as a residential condominium.

Section 1.9 Subdivision: The Platted Property and each other portion of the Property as to which a subdivision plat is filed in the public records of St. Johns County, Florida.

EXHIBIT "G"

ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

Section 2.1 The Covenants are made for the mutual and reciprocal benefit of each and every Parcel and are intended to creat mutual equitable servitudes upon each of said Parcels in favor of the other such Parcels; to create reciprocal rights between the respective owners of said Parcels; and to create privity of contract and estate between the grantees of said Parcels, their heirs, successors and assigns.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 3.1 Creation of Lien for Assessments. All Parcels shall be subject to a continuing lien for assessments levied by the Master Association in accordance with the provisions of the Covenants. The annual assessments and charges, and, when properly authorized in accordance with Section 3.4 special assessments for capital improvements, together with interest thereon and the costs of collection thereof (including reasonable attorneys' fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Parcels against which each such assessment or charge is made. All Parcels shall be held, transferred, sold, conveyed, used, leased, occupied mortgages or otherwise encumbered subject to all the terms and provisions of the Covenants applicable to Parcels, including, but not limited to, the continuing lien herein described.

Section 3.2 Purpose of Assessments: The assessments levied by the Master Association may be used for the purpose of providing services and activities for the benefit of Marshall Creek providing security for residents and their property; maintaining and repairing the Common Areas, the esstuaries, lakes, marshes, and arterial roadway areas within Marshall Creek and street lighting thereon, the overall storm water and drainage, system, waste water pump stations and other areas and structures beneficial or useful to the Parcels; establishing a maintenance and repair reserve account; providing for the payment of taxes and insurance on all property of the Master Association, and the repair, replacement and additions thereto; and providing for the cost of labor, insurance, equipment, materials, management and supervision thereof, for other purposes beneficial to the Members as determined by the Board of Directors of the Master Association from time to time which are not provided by the respective associations for subdivisions and condominiums within Marshall Creek and for the purposes of carrying out the functions, purposes, responsibilities and duties of the Master Association. The Board shall determine which services are to be provided from time to time and the extent of the service to be provided.

Section 3.3 Amounts of Assessemnts: As of the date of recording of the Covenants, the amount of the annual assessment payable by Members to the Master Association is per Residential Parcel; provided, however, if on January 1st of each year, the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, should be higher than the latest compiled index as of the date or the filing of this Declaration, the annual assessment shall be increased by an amount proportionate to the amount of such increase in the price index. The Board of Directors of the Master Association may modify the limits set forth herein only where said annual cost of living increases are inadequate to properly finance the provision of services described in Section 3.2.

Section 3.4 Special Assessments. The Master Association may levy and collect a special assessment to pay in whole or in part the cost of any major repair or replacement of a capital improvement without concurrence of the Members. A "major repair" means any repair made to an existing capital improvement which exceeds and the useful life of which is greater than one year. "Replacement" of a capital improvement means any replacement of an existing capital improvement. The Master Association may levy or collect a special assessment for the aquisition of an new capital improvement provided the same is approved by a vote of sixty percent (60%) of each class of Members.

Section 3.5 Equality of Assessments; Manner of Calculation.

3.5.1 Residential Parcels Assessments. Each Residential parcel shall be assessed equal assessments, whether annual or special. The annual assessment payable by each Residential Parcel shall not be increased or decreased during any calendar year because of the addition of new Members, additional Parcels, or additional Common Area. When additional property is submitted to the Covenants, the assessment payable by each Residential Parcel so added shall be the same as that payable by existing Residential Parcels.

3.5.2 Commercial Parcels Assessments. The assessment payable by Commercial Parcels shall be determined by dividing the number of square feet in any building constructed on the Commercial Parcel by rounding to the nearest whole number, and multiplying that number by the assessment payable by Residential Parcels. If no building has been constructed on the Commercial Parcel, the equivalent assessment shall be determined by dividing the number of square feet in the Commercial Parcel by rounding to the nearest whole number, and multiplying that number by the assessment payable by Residential Parcels.

3.5.3 Developer's Parcels. Any provisions of this Declaration to the contrary notwithstanding, unimproved Parcels or vacant improved Parcels owned by and held for sale or leased by Developer, shall not be subject to annual assessments. It is understood and agreed that until such time as Developer shall have sold and conveyed all Parcels to be developed in Marshall Creek, that Developer shall bear a portion of the expenses necessary for provision of the services described in Section 3.2 of these Covenants to the extent said services are provided for the benefit of unsold Parcels owned by the Developer. Provided, however, notwithstanding anything herein to the contrary, no liens shall attach against any Parcel so long as the same is owned by the Developer.

Section 3.6 Date of Commencement and Manner of Payment of Annual Assessments. The Master Association shall determine on January 1st of each year the annual assessment for the current year, shall levy the annual assessment against each Parcel responsible for the payment of the same, and as soon as practicable, shall notify the Members owning the Parcels of the amount and the date on which the assessments shall be due. The Master Association shall establish the annual assessments, the date on which the same shall be paid, including whether payable in advance, monthly, semi-annually or in such other installments as it deems appropriate. Where there is a condominium association or subdivision association representing any group of Members, the Master Association may, at its option, collect the assessment payable by each Parcel from the association to which such Members belong instead of collecting the same from the Members individually. The Master Association shall, without charge, on written request of any Member or their mortgagee, furnish a certificate signed by an officer or duly authorized agent setting forth the assessments levied against the Parcel and whether same has been paid. Upon the initial sale of a Parcel by Developer, the assessment payable with respect to such Parcel for the current year shall be due and payable by the Member purchasing the same.

Section 3.7 Effect of Nonpayment of Assessments; Remedies of the Master Association. Any annual assessment not paid within thirty (30) days or special assessment not paid within fifteen (15) days after the due date, as established by the Master Association, shall bear interest from the due date at the highest rate allowed by law. The Master Association may bring an action to foreclose the lien against the affected Parcel. No Member may waive or otherwise escape liability for the assessments by non-use of the Common Area or by abandonment of the Parcel owned by him.

Section 3.8 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to any Parcel is hereby made subordinate to the lien of any mortgage made by a generally recognized institutional lender on such Parcel, so long as all assessments and charges levied against such Parcel falling due on or prior to the date such mortgage is recorded, have been paid. The sale or transfer of any Parcel pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure.

ARTICLE IV

COMMON AREAS

Section 4.1 Members' Easement of Enjoyment and Residents' Privilege to Use. Every Member shall have a non-exclusive right and easement in common with others for the use and enjoyment of the Common Area, and such easement shall be appurtenant to and shall pass with the Parcel owned by such Member. All Members shall have non-transferable privilege to use and enjoy the Common Area for as long as they are Members.

Section 4.2 Reservation of Rights in Master Association. All the rights, easements and privileges granted in Section 4.1 are subject to:

4.2.1 The right of the Master Association to adopt and promulgate reasonable rules and regulations pertaining to the use of the Common Area and relating to the Preservation of the Property of the Master Association, the safety and convenience of the users thereof, and which shall promote the best interests of the Master Association and the Members;

4.2.2 The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility or other improvement situated on any Common Area;

4.2.3 The right of the Master Association to suspend the voting rights and the right to use any recreational facilities in Marshall Creek by a Member for any period during which an assessment against his Parcel remains unpaid, and for a period not to exceed sixty (60) days for the infraction of any of its published rules and regulations.

4.2.4 The right of the Master Association at any time to convey or encumber all or any part of the Common Area;

4.2.5 The right of the Master Association to grant easements and rights-of-way as it shall deem necessary, convenient, or appropriate for the proper servicing and maintenance of the Common Areas or Parcels; and

4.2.6 The right of the Developer to use the Common Area for specific recreational functions when approved by the Master Association.

4.2.7 The easements and restrictions described in Section 4.3.

Section 4.3 Restrictions and Easements. Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas by Members.

Section 4.4 Additions to Common Areas. Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to the Covenants, may from time to time during the development of Marshall Creek, convey additional property to the Master Association and such property shall become Common Areas.

Section 4.5 Permissible Conditions or Restrictions on Additional Common Areas. Property conveyed to the Master Association as additional Common Areas may be improved or unimproved land and may be subject to permanent or periodic flooding and may be land which is under water. The Developer may convey such additional Common Areas subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utilities, sewer, and other public service facilities, subject to other rights-of-way, encumbrances, easements, restrictions and agreements of the record.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Every owner of a Parcel shall, by virtue of such ownership, be a Member of the Master Association. Membership shall be appurtenant to, and may not be separated from the ownership of a Parcel.

Section 5.2 Class of Membership.

(a) The Class A Members shall be all persons owning Parcels.

(b) The Class B Member shall be the Developer.

The Class B membership shall terminate when (a) the Class B Member so designates in writing delivered to the Master Association, (b) on December 31, 2002 or (c) the date when the Class B Member owns less than 20 acres of improved or unimproved property within Marshall Creek, whichever shall first occur.

Section 5.3 Voting Rights. When entitled to vote, each Residential Parcel shall be entitled to one vote. Commercial Parcels shall be entitled to the number of votes determined by dividing the annual assessment against such Commercial Parcel for the current fiscal year by the annual assessment of a Residential Parcel for the same fiscal year. Votes shall be cast in the manner provided in the Articles of Incorporation.

Section 5.4 Class B to Have Sole Voting Privileges. Until such time as Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Master Association, and the Class A membership shall have no voting rights except on such matters as to which the Declaration, the Articles of Incorporation, or the By-Laws of the Corporation specifically require a vote of the Class A Members.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 6.1 Exterior Maintenance. In addition to maintenance upon the Common Area, right-of-ways, lakes, etc., the Master Association may provide exterior maintenance upon any structure located on any Parcel needing same in the Master Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements; provided, however, that to the extent such maintenance is required to be performed and is actually performed by another property owner's association for the area in which any such Property is located, such maintenance shall not be duplicated by the Master Association.

Section 6.2 Maintenance Duties of Other Homeowner Associations. If for any reason any condominium, subdivision association or other property owner's association responsible for administration of condominium properties; subdivision properties or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, by-laws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable Property in a first class and attractive manner consistent in all respect with good property management, this Master Association shall be, and is hereby authorized to actfor and on behalf of such association in such respect that the association Member has refused or failed to act whether against all Property maintained by such Master Association or any portion or unit thereof. Any expenses thereby incurred by the Master Association shall be reimbursed by the non-performing association.

Section 6.3 Assessment Of Cost. The cost of maintenance performed by the Master Association as provided in Sections 6.1 and 6.2 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against

the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Master Association.

Section 6.4 Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Master Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE VII

MARSHALL CREEK
ARCHITECTURAL CONTROL

Section 7.1 Other than the improvements constructed upon the Property by the Developer, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been SUBMITTED TO AND APPROVED IN WRITING, as to harmony of external design, location in relation to surrounding structures and topography, by the applicable architectural control committee thereof, who is responsible to the Board of Directors of the Master Association. The approval or disapproval of the Master Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. If the Master Association or the architectural review board thereof shall determine in its sole discretion, that any such improvements will not have an adverse impact upon areas located outside the jurisdiction of such property owners association or will not affect subdivision or condominium buffer areas, sudivision or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association shall be dispositive subject, however, to the approval of the architectural review committee described in Section 7.2 below.

Sectin 7.2 Notwithstanding anything contained herein to the contrary, no construction of any improvements of any kind or nature upon the Property, by the Developer or otherwise, shall be made until the preliminary plans, specifications and location of same have been submitted to and approved in writing by the architectural committee ("AC") provided for and in accordance with the terms of the Marketing Agreement dated between and a short form of which has been recorded in the public records of St. Johns County, Florida. The disapproval of the AC shall be dispositive and shall take precedence over the approval of the ARB, the Master Association or any other architectural committee or property owners association, including the committee referenced in Section 7.1 above. If the AC fails to approve or disapprove any preliminary plans submitted to it within thirty (30) days after their submission to the AC, the proposed improvement shall be deemed approved by the AC. However, the approval of the AC shall not constitute the approval of the ARB or Master Association.

ARTICLE VIII

USE RESTRICTIONS

Section 8.1 Roadways. Each Owner and their quests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Developer or the Master Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the Property subject, however, to the right of the Developer to install, erect, construct, and maintain

utility lines and facilties in the roadways. The Developer and the Master Association may create or participate in a disturbance or nuisance on any part of the Property or on any land of the Developer lying adjacent to or near the Property; provided the Developer and the Master Association shall not deny an owner or mortgage lender the right of ingress and egress to property owned by such owner, or mortgaged in favor of such mortgage lender.

The Developer and the Master Association shall have the right, to adopt reasonable rules and regulations pertaining to use of the roadways and the right but no obligation, from time to time to control and regulate all types of traffic on the roadways including the installation of gate-houses and gate systems, if the Developer so chooses. The Developer and the Master Association shall have the right, but no obligation to control speeding and impose speeding fines to be collected by the Master Association in the manner provided for assessments and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which in the opinion of the Developer or the Master Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Developer or the Master Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Develolper or the Master Association, obstruct the vision of a motorist upon any of the roadways.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located with the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision. In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect. The Develolper shall have the sole and absolute right at any time, with the consent of the governing body of any commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways. In addition, the Developer shall have the right to redesignate, relocate or close any other part of the roadways without the consent or joinder of any party so long as the Property or any portion thereof is not denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 8.2 Easements. Easements may now or hereafter be reserved by the Developer for utility, drainage or other purposes within the Property. The Developer reserves the right to assign any and all easements whether now existing or hereinafter created for installation of utilities or other uses deemed by Developer to be necessary or appropriate for the service of the Property. Any wall, fence, paving, planting or other improvements placed upon and easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Developer, or his assignee at the expense of said Owner. All Owners shall make use of the Property in conformance with the terms and conditions of such easements.

Section 8.3 Temporary Structures. No temporary buildings; no tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Developer.

Section 8.4 Nuisances. Nothing shall be done on any portion of the Property which may or become an annoyance or nuisance to Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Master Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Master Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign.

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths of objects, then the Master Association may enter upon the Property and remove same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled in areas so that they may not be visible from the adjoining properties.

Section 8.5 Drying Areas. The drying of laundry outdoors is only permitted where the drying area is screened so that the laundry is not visible from property adjacent to the lot.

Section 8.6 Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways. Shoreline contours including bulkheads above or below water may not be changed without the written approval of the Developer and the Master Association or architectural control committee thereof. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the Property without prior written approval of the Master Association. No boathouse shall be constructed on or adjacent to any of the waterfront Property, nor shall any boat canal be dug or excavated in any of the waterfront Property without the same being approved by the Master Association and the Developer. The waters of the various canals and lakes traversing portions of the Property shall be used or navigated only by the Developer or Class A Members of the Master Association and their designees, leasees or invitees. No gasoline or diesel powered boats of any kind shall be kept or used on lakes and other non-tidal waters within the Property. Nothing in this paragraph shall apply to Developer in its initial development of the Property or its land surrounding the Property.

Section 8.7 Drainage. No changes in elevation of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of storm water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which in the sole opinion of the Develolper, shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Develolper. Developer reserves for itself, its successors and assigns, an easement in all lakes in Marshall Creek for drainage of any and all portions of the Property. Furthermore, Developer and the Master Association shall have the sole and absolute right to control the water level of all lakes.

Section 8.8 Boats and Motor Vehicles. No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle shall be parked or stored on any road, street, driveway, yard of lot located in Marshall Creek for any period of time in excess of hours except in garages. No mechanical or maintenance work of any kind shall be performed on any of the above boats or vehicles or any other motor vehicle except in garages.

Section 8.9 Trees. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, at two (2) feet above natural grade, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Master Association.

Section 8.10 Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Master Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 8.11 Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Master Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occuring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Master Association with respect to parties aggrieved by such failure.

Section 8.12 Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Developer and/or the Master Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be born by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violaton of these restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Master Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE IX

THE SUBMISSION OF ADDITIONAL PROPERTY

Section 9.1 Submission of Additional Property. Additional portions of the Property may be subjected to the provisions of the Covenants by an instrument executed by the Developer and the owner thereof in the manner required for the execution of deeds. Upon the recording of such instrument in the records of St. Johns County, such additional property shall be subject to the Covenants and the owners thereof shall be Members.

Section 9.2 Submission of Property not within Marshall Creek. Additional property within the vicinity of Marshall Creek but which is not part of Marshall Creek as described herein, may be subjected to the provisions of these Covenants by an instrument executed by the Developer and the owner thereof in the manner required for the execution of deeds. Upon the recording of such instrument in the county where such property is located and St. Johns County, such property shall be a part of Marshall Creek and shall be subject to these Covenants and the owners thereof shall be Members.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Duration. The Covenants shall run with and bind the land subject thereto and shall remain in effect and inure to the benefit of and be enforceable by the Association and the Members of either of them, their respective legal representatives, heirs, successors and assigns, and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the President and Secretary of the Master Association upon affirmative vote by (i) during the time there are two classes of Members, by the Class B Member, or (ii) after Class B membership terminates, by two-thirds (2/3) of the Members.

Section 10.2 Notices. Any notice required to be sent to any person pursuant to any provision of the Covenants will be effective when such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of

residence, or at such other address as may be furnished to the Secretary of the Master Association. The effective date of the notice shall be the date of mailing.

Section 10.3 Severability. Whenever possible each provision of the Covenants shall be interpreted in such manner as to be effective and valid, but if any provision of the Covenants or the application thereof to any person or to any property shall be prohibited or held invalid such prohibition or invalidity shall not effect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of the Covenants are declared to be severable.

Section 10.4 Disputes and Construction of Terms. In the event of any dispute arising under the Covenants, or in the event of any provision of the Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue on opportunity to be heard after reasonable notice and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who noted their interest.

Section 10.5 Right to Alter Roadways and Paths. The Developer reserves the sole and absolute right at any time to redesignate, relocate or close any part of the roadways and paths on the Property without the consent or joinder of any party so long as no Member is denied reasonable access to a public roadway by such redesignation, relocation or closure. In the event a road or pathway is redesignated, relocated or closed, the easement granted to each Member over the road or path as it previously existed shall terminate. The Master Association shall at the request of Developer reconvey the same to Developer.

Section 10.6 Designation of Use. The Developer may designate the use of each portion of the Property in the instrument submitting the property to these Covenants, as provided in Article IX hereof, or by separate instrument recorded in the public records of St. Johns County, Florida; provided, so long as the Developer is the owner of the Parcel, it shall have the right, in its sole discretion, to change the designated use thereof.

Section 10.7 Assignment of Developer's Rights. Developer reserves the right to assign all or any portion of its rights and privileges under this Declaration pro tanto, to any other person or entity, who acquires all or any portion of the Property.

Section 10.8 Right to Change Zoning. The Developer reserves the right to change zoning densities within Marshall Creek and to apply for rezoning of any property therein in the manner provided by applicable law, notwithstanding the existence of different densities and zoning at the time Member purchased his Residential Parcel.

Section 10.9 Zoning and Planning Board Approval: Any rights of the Developer to alter roadways as prescribed in Secton 10.5 above or to change designated use of lots or parcels as prescribed in Section 10.6 above or to change any aspect of zoning in the Property, is subject, where applicable to the review and approval of the St. Johns County Zoning and Planning Board, State of Florida.

ARTICLE XI

CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Developer hereby reserves unto itself, its successors and assigns, an elusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving the Property. Developer reserves to itself, its successors and assigns, the right to connect any central telecommunication receiving and distribution system to such source as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in St. Johns County, Florida, for which service Developer, its successors and assigns, shall have the right to charge the Master Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for CATV service to single-family residences as from time to time defined by the Code of Laws and Ordinances of St. Johns County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by the undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of

_____ By: _____

_____ Attest _____

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared _____ _____ and _____, who are the _____ President and _____ respectively, of _____ and acknowledged before me that they executed the foregoing Declaration in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officers they are duly authorized by said corporation to do so; and that the foregoing instument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this _____ day of _____, 1983.

_____
Notary Public, State of Florida
My Commission expires:

DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
MARSHALL CREEK ENVIRONMENTAL COMMUNITY

WHEREAS, a Florida corporation ("Developer"), is the owner of a tract of land known as Marshall Creek described in Exhibit "A" attached hereto and located in St. Johns County, Florida (herein Marshall Creek or "Property"); and,

WHEREAS, Developer desires to subject a portion of the Property which is described in Exhibit "B" attached hereto (Marshall Creek) to certain mutual and beneficial restrictions, convenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Covenants") for the benefit of such property and the owners of all or part of all or part thereof.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of Marshall Creek shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the Covenants, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in Marshall Creek, or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every parcel of Marshall Creek and are intended to create mutual equitable servitudes upon each said parcels in favor of the other such parcels, to create reciprocal rights among the respective owners of said parcels; and to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 2.1 Subdivision: That part of the Property described in Exhibit "B" attached hereto.

Section 2.1 Subdivision: That part of the Property described in Exhibit "B" attached hereto.

Section 2.2 Residential Parcel or Lot: Each lot in the Subdivision regardless of whether or not a dwelling has been constructed on such lot.

Section 2.3 Association: Marshall Creek Homeowners Association 1, Inc., a Florida corporation, its successors and assigns.

Section 2.4 Member or Owner: A person who is a record owner of a Residential Parcel.

Section 2.5 Common Area: Those portions of the Subdivision which are conveyed to the Association by the Developer.

Section 2.6 Resident: Any person or persons occupying a Residential Parcel.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section 3.1 Creation of Lien for Assessments: All Residential Parcels shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of the Covenants. The annual assessments and charges, and, when authorized in accordance with Section 3.4, special assessments for capital improvements, together with interest thereonand the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Residential Parcel against which each such assessment or charge is made. All Residential Parcels shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered

subject to all the terms and provisions of the Covenants applicable to Residential Parcels, including, but not limited to, the continuing lien herein described.

Section 3.2 Purpose of Assessments. The assessments levied by the Association may be used for the purpose of providing services and activities for Members; maintaining, operating and repairing the common Area; establishing a maintenance and repair reserve account; constructing and maintaining common recreational facilities, and roadway areas within the Subdivision; installing and maintaining street lighting; providing for the payment of taxes and insurance on all property of the Association, and the repair, replacement and additions thereto; and providing for the cost of labor, insurance, equipment, materials, management and supervision thereof, for other purposes beneficial to the Members as determined by the Association, and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association. The Board of Directors of the Association shall determine from time to time the level and extent of services to be provided.

Section 3.3 Amounts of Annual Assessments. As of the date of the recording of these Covenants, the amount of the annual assessment payable by Members of the Association is per Residential Parcel, provided, however, if on January 1st of each year, the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, should be higher than the latest compiled index as of the date of the filing of this Declaration, the annual assessment shall be increased by an amount proportionate to the amount of such increase in the price index. The Board of Directors of the Association may modify the limits set forth herein, but only where said annual cost of living increases are inadequate to properly finance the level and extent of services determined by the Board in accordance with Section 3.2 hereof.

Section 3.4 Special Assessments. The Association may levy and collect special assessments to pay in whole or in part the cost of any major repair or replacement of a capital improvement without concurence of the Members. A "major repair" means any repair made to an existing capital improvement which exceeds and the useful life of which is greater than one year. "Replacement" of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment for the acquistion of a new capital improvement provided the same is approved by a vote of sixty percent (60%) of each class of Members.

Section 3.5 Equality of Assessments: Manner of Calculation

3.5.1 The assessment, whether annual or special, payable by each Residential Parcel shall be determined by dividing the total assessment fixed by the Association by the total number of Residential Parcels in the Subdivision.

3.5.2 Any provisions of these Covenants to the contrary notwithstanding, unimproved Residential Parcels and vacant improved Residental Parcels owned by and held for sale or lease by Developer, shall not be subject to annual or special assessments. It is understood and agreed that until such time as Developer shall have sold and conveyed all Residential Parcels to be developed in Marshall Creek that Developer shall bear a portion of the expenses necessary for provision of the services described in Section 3.2 of these Covenants to the extent that said services are provided for the benefit of unsold Parcels owned by the Developer, provided, however, notwithstanding anything herein to the contrary, no liens shall attach against any Residential Parcel so long as the same is owned by the Developer.

Section 3.6 Date of Commencement and Manner of Payment of Annual Assessments. The Association shall determine on January 1st the annual assessment for the current year, shall levy the annual assessment against each Member responsible for the payment of the same according to the number of Residential Parcels owned by such Member, and as soon as practicable, shall notify the Members of the amount and the date on which the assessments shall be due. The Association shall establish the annual assessments and the time and manner for payment of the same including whether payable in advance and/or in periodic installments. The Association shall, without

charge on written request of any Member or the mortgagee of any Member, furnish a certificate signed by an officer or duly authorized agent setting forth the assessments levied against a Member and the Member's Residential Parcel and whether same has been paid. Upon the initial sale of a Residential Parcel by Developer, the assessments payable with respect to such Parcel for the current year shall be due and payable by the Member purchasing the same.

Section 3.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any annual assessment not paid within thirty (30) days or special assessment not paid within fifteen (15) days after the due date, as established by the Association, shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action to foreclose the lien against the Residential Parcel. No Member may waive or otherwise escape liability for the assessments by non-use of the Common Area or by abandonment of the Residential Parcel owned by him.

Section 3.8 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Residential Parcels is hereby made subordinate to the lien of any first mortgage on such Residential Parcel made by a generally recognized institutional lender, and to liens for assessments to Marshall Creek Master Association, Inc., so long as all assessments and charges levied against such Residential Parcel falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Residential Parcel pursuant to a mortgage foreclosure proceeding or by deed in lieu of foreclosure shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure.

ARTICLE IV
COMMON AREAS

Section 4.1 Member's Easement of Employment in Common Area. Every Member shall have a non-exclusive right and easement in common with others for the use and enjoyment of the Common Area, and such easement shall be appurtenant to and shall pass with the Residential Parcel owned by such Member. All Members shall have a non-transferable privilege to use and enjoy the Common Area for as long as they are Members.

Section 4.2 Reservation of Easements and Rights. All the rights, easements and privileges granted in Section 4.1 are subject to:

4.2.1 The right of the Association to adopt reasonable rules and regulations pertaining to the use of the Common Area, the preservation of the property of the Association, the safety and convenience of the users thereof;

4.2.2 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility or other improvement situated on any Common Area;

4.2.3 The right of the Assosciation to suspend the voting rights and the right to use any recreational facilities by a Member for any period during which an assessment against his Residential Parcel remains unpaid, and for a period not to exceed sixty (60) days for the infraction of any of its published rules and regulations;

4.2.4 The right of the Association to convey or encumber all or any part of the Common Area;

4.2.5 The right of the Association to grant easements and rights-of-way as it shall deem necessary, convenient, or appropriate (i) for the proper servicing and maintenance of the Common Area or Residential Parcels, and (ii) for the development and improvement of any portion of the Subdivision.

4.2.6 The right of the Developer to use the Common Area for horse stables and horse trails with the normal and usual odors incident thereto.

4.2.7 The right of the Developer to relocate trails, bike paths, and other recreational facilities within the Common Area and to regulate operation of same.

Section 4.3 Additions to Common Areas. Developer, or such of its successsors and assigns as shall have been specifically granted the right to submit additional property to these Covenants, may from time to time during the development of the Subdivision convey additonal interests in property to the Association and such property shall become Common Area.

Section4.4 Permissible Conditions or Restrictions on Additional Common Areas. Property conveyed to the Association as additional Common Area may be improved or unimproved land and may be subject to permanent or periodic flooding and may be land which is under water. The Developer may convey such additional Common Area subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utilities, sewer, and other public service facilities, subject to other rights-of-way, encumbrances, easements, restrictions and agreements to record.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Every owner of a Residential Parcel shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of any Residential Parcel.

Section 5.2 Classes of Membership.

(a) Class A Members shall be all persons owning one or more Residential Parcels.

(b) Class B Members shall be the Developer.

The Class B membership shall terminate when (a) the then Class B Member so designates in writing delivered to the Association, (b) on , or, (c) when seventy-five percent (75%) of the Residential Parcels in the Subdivision are owned by persons other than the Developer, whichever shall first ocur.

Section 5.3 Voting Rights. When entitled to vote, each Residential Parcel shall be entitled to one vote to be cast by the person designated by the owners of each Parcel in the manner provided in the Articles of Incorporation for the Association.

Section 5.4 Class B to Have Sole Voting Privileges. Until such time as the Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Association, and the Class A Members shallhave no voting rights except on such matters as to which the Declaration, the Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A Members.

ARTICLE VI
MEMBERS' PROPERTY ENJOYS BENEFITS AND BEARS BURDENS

Section 6.1 All Members' Property Bears the Burdens and Enjoys the Benefits of these Covenants. Every person who is an owner of a fee interest in a Residential Parcel does by reaon of taking such title agree to all of the terms and provisions of these Covenants and shall be entitled to the benefits and subject to the burdens thereof.

ARTICLE VII
MASTER ASSOCIATION

Section 7.1 Marshall Creek Master Association, Inc. (the "Master Association") represents residents of the Marshall Creek development, including all residents of this Subdivision, and its members are those persons designated in the Master Charter and Master By-Laws. The Master Association, acting through its board of directors, shall have the powers, rights and duties with respect to this Subdivison and Marshall Creek which are set forth in the Master Charter, Master By-Laws and recorded Declaration of Community Covenants for Marshall Creek.

Section 7.2 The Master Association is entitled to a lien upon a Residential Parcel for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, bike-paths, entrance ways, irrigation systems, traffic control systems, arterial street lighting, security guards, fences and other facilities, lakes, lighting system, wildlife preserve, marshes, athletic fields and other Common Areas used or to be used in common with all residents of Marshall Creek, and the payment of real estate and valorem taxes assessed against such Common Areas, and other services all of which is more particularly set forth in the Master By-Laws and recorded Declaration of Community Covenants for Marshall Creek.

Section 7.3 If for any reason the Association or any Member refuses or fails to perform the obligations imposed on it hereunder or under its Articles and By-Laws, the Master Association shall be, and is hereby, authorized to act for an in behalf of the Member or Association in such respect that the Association or Member has refused or failed to act, and any expenses thereby incurred by the Master Associaton shall be reimbursed by the Association or Member, as the case may be.

Section 7.4 Notwithstanding anything herein to the contrary, these Covenants shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the board of directors of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the president and attested by the secretary of the Master Association.

Section 7.5 The Master Association shall also have the right of ingress and egress to the Subdivisison for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other similar areas (whether within or without the Subdivision); and for the purpose of patrolling and maintaining security within all of Marshall Creek.

ARTICLE VIII
ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW BOARD

Section 8.1 Preamble. It is the intent of the developer to preserve and enhance the unique natural environment of Marshall Creek. As is typical of much of the Southeastern coastal areas, the land is basically heavily wooded, but relatively flat with gentle slopes and minimal changes in elevations to the edge of the tital marshes and lakes. Experience has shown that careful attention during the design and construction stages is required to insure that the finished home will be compatible with the original site. The Architectural Review Board ("ARB") recommends, therefore, that lot owners and their architects and contractors inspect their lot with a representative from the ARB prior to initiation of design and construction.

Section 8.2 Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Residential Parcel, nor shall any addition, change or alteration therein or thereof be made, including repainting of exterior to different color, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrouding structures and topography and as to conformance with the Architectural Planning Criteria of the ARB. It shall be the burden of each Member to supply preliminary and completed plans and specifications to the ARB and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Member submitting same. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Member submitting same.

Section 8.3 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of a minimum of three (3) members who need not be members of the Association. The ARB shall consist of Architects,

registered, who have been in practice for at least five years. The Developer shall have the right to appoint all of the members of the ARB, or lesser number as it may choose, as long as it owns at least one Residential Parcel in Marshall Creek. Members of the ARB not appointed by Developer shall be appointed by, and serve at the pleasure of, the Board of Drectors of the Association. At any time that the Board of Directors has the right to appoint members of the ARB, the Board shall make appointments in accordance with the professional make-up of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors of the Association; except that Developer, to the exlusion of the Board, shall fill any vacancy resulting from termination of services of any member of the ARB appointed by Developer.

Section 8.4 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

8.4.1 To recomend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planing Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

8.4.2 To require submission to the ARB of a preliminary and final plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Residential Parcel in the Subdivision, signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

8.4.3 To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, including repainting of exterior of any improvements to a different color, the construction, erection, performance or placement of which is proposed upon any Residential Parcel in the Subdivision and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be final.

8.4.4 The right to approve or disapprove any and all contractors who will perform any work on a Residential Parcel.

8.4.5 To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the ARB, in cash, at the time that plans and specifications are submitted to the ARB.

Section 8.5 Procedure for Approval of Plans. The ARB shall approve or disapprove the preliminary and the final applications for an improvement within thirty (30) days after each has ben submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The applications and plans submitted to the ARB shall meet the following standards:

(a) The preliminary application shall be submitted in duplicate and in "sketch" form and shall include:

(i) a tree survey at a scale of 1" = 20' showing all trees more than 6" indiameter at two feet above ground, as well as all specimen trees,

(ii) a topographic survey at 1" = 20',

(iii) landscape plan by a licensed landscape architect showing location, quantity and species of all plants, trees and shrubs and ground cover to be used.

(iv) a suggested layout of home on lot at 1" = 20' showing suggested drainage plan, location of all decks, pools, patios driveways and utility routing, etc.,

(v) dimensioned floor plan at 1/4" = 1': one section through main living area of house at no less than 1/4" = 1' and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trim, etc.,

(vi) sketch of improvement showing elevations of each facade.

(b) Upon approval of the preliminary application, a final application shall be filed in duplicate and shall include everything shown on preliminary application in greater detail and in addition, the following:

(i) actual samples of exterior material with specified paint colors applied to those materials.

(ii) identification of all the general contractor and sub-contractors who will be employed by the owner in performing the required work.

(c) Final application shall not be approved until the owner tags all trees on the lot which are scheduled for removal and stakes out the perimeter of any proposed improvements.

(d) In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the ARB, contemplated under this Article, neither the Developer, the ARB nor the Association shall be liable to a Member or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a Member or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permisions, consents or required approvals, whether given, granted or withheld by the Developer, the Association or the ARB. Approval of any plans by the ARB does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes nor does it eliminate the need for approval from the St. Johns County building department.

(e) The ARB will be evaluating each home application for total effect, including the manner in which the home site is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a home might meet the individual criteria delineated in this Article and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application for one home site shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs pertaining to different home sites.

Section 8.6 Architectural Planning Criteria.

8.6.1 Building Type. No building shall be erected, altered, placed or permitted to remain on any Residential Parcel or building parcel, other than one detached single-family residence containing not less than one thousand (1,000) square feet of liveable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the residential dwelling nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

8.6.2 Layout. No foundation for a building shall be placed nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Residential Parcel in its most advantageous position. The ARB recommends that the layout reflect adequate provisions to protect remaining trees on the lot, such as, barricades, spraying and topping.

8.6.3 Set Back Restrictions. The following set-back restrictions are established with respect to the construction of the liveable, enclosed, (heated) floor area of any residential dwelling units in the Subdivision:

1. Front set backs - 35 feet measured from front property line.

2. Side set backs - 20 feet from side property line.

3. Back set backs - 30 feet from back property line or from top of bank on lake lots or from wetland boundary on marsh lots.

4. Corner lots - 35 feet on each side of the dwelling which faces the roads measured from the property lines.

The ARB may modify the set back restrictions for an individual lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

8.6.4 Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Member must submit to the ARB prior to initial construction and development upon any Residential Parcel a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The Board shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Subdivision.

8.6.5 Roofs. Flat roofs shall not be permitted unless approved by the ARB. Minimum pitch of roof will be 4/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the ARB.

8.6.6 Elevations. Similar elevations shall not be built directly adjacent or across from each other.

8.6.7 Floor Level Elevations. As is common to most areas of the Southeastern coastal plain, the St. Johns County Building Code requires that the elevation of the first finished floor of any residence be above the level of possible flood waters based upon U. S. Corps of Engineers criteria for storms that would occur once every 100 years. This level has been established at Marshall Creek as 4.5 feet mean sea level. The ARB, therefore, has established six (6) feet mean sea level as the minimum floor elevation for all habitable rooms. The ARB recommends that on any lot where the floor elevations of the main living area are to be constructed 18" or more above existing grade, that pilings or foundation walls be used. It is suggested that the vertical plane of these pilings or walls shall be recessed a minimum of 6" behind the vertical plane of the exterior wall of the living area. In all cases, this lower structural element will be architectually screened or treated. Foundation planting alone may not be accepted. Each application involving the main living area designed at an elevation greater than 18" above existing grade will receive individual attention of the ARB as to the necessity for "screening" the lower portion.

8.6.8 Lot Level Elevation. Lots adjacent to the marshes with unrestricted flow from tidal waters may be affected several times per year by unusually high "spring tides". That portion of the lot with an elevation less than 3.1 feet, which is the peak tide elevation, may experience standing water for short durations. In certain cases, on rear yards of lots bordering tital marshes and canals, the ARB may allow use of fill material, if in its judgment the fill will not adversely affect drainage, trees or aesthetics.

8.6.9 Garages and Automobile Storage: In addition to the requirements stated in Paragraph 8.6.1 above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of nine (9) feet in width, and a pedestrian service door. Overhead doors may be manual or electically operated and shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages. However, where side entry is impractical, the ARB will consider for approval front entry garages. Automobiles shall be stored in garages when not in use.

8.6.10 Driveway Construction. All dwellings shall have approved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to a two-car garage. All driveways must be constructed with an approved material.

8.6.11 Dwelling Quality. The desire of the ARB is to create a community in harmony with the heavily wooded existing site and, therefore, it encourages the use of wood as the principle exterior material with brick, stone and stucco being used for portions where compatible. The ARB shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB.

8.6.12 Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Residential Parcels within the setback lines. No platfoorm, doghouse, tennis court, playhouse, treehouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

8.6.13 Fences and Walls. Fences, walls or hedges are not permitted to define property lines. Fences, hedges or screens may be used to enclose service areas, patios, pools or other approved areas requiring privacy. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited.

8.6.14 Landscaping. A basic landscaping plan as prepared by a licensed landscape architect or registered architect for each Residentail Parcel will be submitted to and approved by the ARB prior to initial construction and development therein. The plan shall call for landscaping improvements, to be commensurate with natural vegetation with a goal to preserve all natural vegetation where possible. Sodded areas shall not exceed 20% of the lot area, exclusive of the building "footprint" and driveways and walkways.

8.6.15 Swimming Pools. Any swimming pool to be constructed on any Residential Parcel shall be subject to the requirements of the ARB, which include, but are not limited to the following:

(a) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dweling unless approved by the ARB;

(b) No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

(c) Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB;

(d) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;

(e) Location of badminton and volleyball "courts" must be on grass and be approved by the ARB.

If one Member elects to purchase two (2) adjoining Residential Parcels and use one for recreation purposes, 80% of the Residential Parcel usedfor recreation purposes must be left in natural vegetation and must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

8.6.16 Garbage and Trash Containers. No Residential Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All Residential Parcels shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARB shall have the descretion to rectify any violation of this subsection, with or without notice, and that owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a lien against the lot enforceable in an appropriate court of equity or law.

8.6.17 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

8.6.18 Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Member to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

8.6.19 Window Air Conditioning Units. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

8.6.20 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property member, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

8.6.21 Sight Distance at Intersection. No fence, wall, hedge, or shrubplanting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points (15) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foilage line is maintained at sufficientheight to prevent obstruction of such sightlines.

8.6.22 Utility Connections. Building connections forall utilities, including, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptableto the governing utility authority. Water to air heat pumps will not be

allowed unless approved by the ARB. Approval will not be considered unless excess water can be dispelled directly into a storm drainage system or returned to ground water.

8.6.23 Antenna. No aerial or antena shall be placed or erected upon any Residential Parcel, or affixed in any manner to the exterior of any building in the Subdivision. Antenas, if any, shall be built into the attic space of the home.

8.6.24 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Residential Parcel.

8.6.25 Shutters. Window shutters are appropriate only where sized to match the window openings.

8.6.26 Fire Wood. All fire wood shall be stored in a screened service area; screening shall consist only of approved materials such as stained woods, stucco or brick.

8.6.27 Potable Water Supply. All potable water supply shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

8.6.28 Waiver of Architectural Planning Criteria. The Architectural Planing Criteria set forth herein are intended as guidelines to which adherence shall be required by each Member in the Subdivision; provided, however, the ARB shall have the authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the Subdivision and the deviation requested is compatible with the character of Marshall Creek. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

Section 8.7 Architectural Committee (AC) Approval. Notwithstanding anything contained herein to the contrary, no construction of any improvements of any kind or nature upon the Property, by the Developer or otherwise, shall be made until the preliminary plans, specifications and location of same have been submitted to and approved in writing by the architectural committee ("AC") provided for and in accordance with the terms of

ARTICLE IX
USE RESTRICTIONS AND EASEMENTS

Section 9.1 Use Restrictions.

9.1.1 There shall be no change to the natural condition of any marsh and water front without prior approval of the ARB. Docks or decks of any type are prohibited unless approved by the ARB.

9.1.2 All lakes, canals and waterways within the Subdivision are restricted in use to manually powered boats, sailboats under 18' in length and boats with electric trolling motors.

9.1.3 All lots in the Subdivision are Residential Parcels and shall be used exclusively for single family residential purposes. No lot shall be subdivided so as to reduce its size without approval of the Developer.

9.1.4 All lots, (including vacant lots) and any improvements placed thereon, and all property immediately contiguous to said lots along drainage ditches, canals, easements and right-of-ways, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. Owners of improved lots shall maintain their landscaping to the edge of the paving, including property located within the right-of-way. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the ARB, after ten (10) days' written notice to any lot owner, to enter upon any Residential Parcel for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, or other unsightly growth and trash which in

the opinion of Developer or the ARB detracts from the overall beauty and safety of the Subdivison. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the ARB may charge the owner a reasonable cost of such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceeding at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the ARB to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

9.1.5 No animals, except usual household pets, shall be kept on any lot. No more than four (4) four-footed pets will be permitted in any one household. No household pet may be kept on any lot for breeding or commercial purposes. Dogs shall be walked on a leash.

9.1.6 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become a annoyance or nuisance to the neighborhood. No commercial activity shall be carried on any Residential Parcel with the exception of the Developer's real estate offices.

9.1.7 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted o any log; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. The Developer reserves all oil and mineral rights in the lots.

9.1.8 All signs, billboards and advertising structures ofany kind, including, but not limited to, signs advertising a Residential Parcel for sale or lease, and builder and subcontractor signs during construction periods (except where needed for security purposes) are prohibited except where approved by the ARB.

9.1.9 Any dwelling or other structure on any lot in the Subdivision which is destroyed in whole or in part must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition within sixty (60) days.

9.1.10 No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of 24 hours except in garages. No mechanical or maintenance work of any kind shall be performed on any of the above boats or vehicles or any other motor vehicle except in garages.

9.1.11 No tree six (6) inches or more in diameter measured at a level two feet above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the ARB. Violation of this covenant shall subject the owner of the lot to liquidated damages in the sum of $50.00 per inch of diameter measured as hereinbefore specified for each tree removed without the specified authorization except the maximum liquidated damages shall not exceed $2,000 for any lot, which damages shall be payable to the Association.

9.1.12 Exterior tree houses are prohibited. Above ground oil tanks, LP gas tanks, fuel tanks, water softener units, pool equipment, and clothes drying devices and other above ground equipment shall require adequate screening to meet ARB approval.

Section 9.2 Easements.

9.2.1 Developer reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas sewer, water lines or other public conveniences or utilities, on, in and over a strip of land twenty (20) feet in width along the front property line and ten

(10) feet in width along the back and side property lines of each lot and on, in and over any area designated as an easement area on the recorded plat of the Subdivision.

9.2.2 Owners shall not obstruct or divert drainage flow from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a lot which are not located within the specific easement area designed on the plat or in these Covenants. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent lot or lots or into sanitary sewer lines.

9.2.3 Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way lots in the Subdivision owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of such Subdivision. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Area.

9.2.4 Developer reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cables within the rights-of-way and easement areas referred to.

9.2.5 Developer reserves for itself, its successors and assigns, as easement in all lakes in the Subdivision for drainage of other portions of Marshall Creek community.

9.2.6 Developer, in its sole discretion, may grant individual owners the right to encroach upon easements reserved on the plat of the Subdivision or herein where necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

ARTICLE X
LAKES AND MARSHES

Section 10.1 Lakes. With respect to the lakes now existing or which may hereafter be erected either within the subdivision or adjacent or near thereto, only the Developer or the Master Association shall have the right to pump or otherwise remove any water from such lakes for the purpose of irrigation or other use or to place any water or object in such lakes. The Developer and the Master Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No docks, moorings, pilings, boat shelters or other structure shall be erected on or over waterways and other non-tidal waters. No gas or diesel driven boat shall be permitted to be operated on any lakes. Canoes and small, non-combustion powered, boats will be permited. It is the intent of the ARB to keep these boats screened from public view and, accordingly, all such boats shall be stored either within existing structures on the lot or behind landscaping approved by the ARB. Lots and embankments which may now or may hereafter by adjacent to a lake (the "Lake Lots") shall be maintained by the owners of such lots and any Common Area embankments shall be maintained by the Association so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Master Association or architectural control committee thereof. No grass clippings, trash or other debris shall be disposed of in the lakes, canals or marshes. If the owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Master Association or its agent or representative shall have the right, but not obligation, to enter upon any such Lake Lot or area

to perform such maintenance work which may be reasonably required, all at the expense of the owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Subdivision or adjacent thereto, subject to the right of Developer or the Master Association to adopt reasonable rules and regulations from time to time in connection with the use of the lakes by members of the Master Association. The Master Association or the Developer shall have the right to deny such use to any person who in the opinion of Developer, or in the opinion of the Master Association may create or participate in a disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to reparian rights of others and may be further granted to such other persons, including members of the Master Association, as may be designed by Developer or the Master Association from time to time. Decks may be permitted within the lake easements and set back areas up to the edge of the water, but all plans and specifications for same must receive written approval of the ARB before construction is commenced.

Section 10.2 Marshes. Members' rights with respect to marshlands within the Subdivision are subject to such restrictions as may be established in the Community Covenants for Marshall Creek, by the ARB and by the Developer, as well as all governmental regulations and restrictions pertaining to same including prohibitions against any filling or alterations of the vegetation beyond the wetland boundary.

Section 10.3 Maintenance Easement. Developer reserves an easement across the lots bordering lakes and marshes for reasonable maintenance and care of any portion of said lakes and marshes.

ARTICLE XI
TRANSFER OF UNIMPROVED LOTS

Section 11.1 Developer's Right of Repurchase. From the date of this Declaration to and including December 31, 1990, no Residential Parcel, and no interest thereon, upon which a single-family residence has not been constructed (and a certificate of occupancy or equivalent authorization issued therefor) shall be sold or transfered unless and until the owner of such Residential Parcel shall have first offered to sell such Residential Parcel to Developer and Developer has waived, in writing, its right to purchase said Lot.

Section 11.2 Notice to Developer. Any Member intending to make a bona fide sale of his unimproved lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of its right of repurchase. If Developer elects to exercise its right of repurchase, it shall, within thirty (30) days after receipt of such notice and information, deliver to the owner an agreement to purchase the Parcel upon the following terms:

(a) The price to be paid, and the terms of payment, shall be as follows: For a period of three years from the Original Sale by Developer, the price shall be the same price as the Original Sale; the terms, cash to existing mortgages. After the three year period, the price and terms shall be that stated in the Proposed Contract.

(b) The sale shall be closed within thirty (30) days after the delivery of making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of repurchase shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 11.3 Certificate of Waiver. If Developer shall elect to waive its right of repurchase, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable

form which shall be delivered to the Proposed Contract purchase and shall be recorded in the Public Records of St. Johns County, Florida.

Section 11.4 Unauthorized Transactions. Any sale of a Parcel, or any interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefore), without notice to Developer and waiver of Developer's right of repurchase as aforesaid, shall be void.

Section 11.5 Exceptions. This Article shall not apply to a transfer or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Parcel concerned, and this mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Developer as to any transfer of title to a Parcel at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XII
MISCELLANEOUS RESTRICTIONS AND RESERVATIONS OF RIGHTS

12.1.1 The Developer reserves the right to change zoning densities within Marshall Creek and to apply for re-zoning of any property therein in the manner provided by applicable law, notwithstanding the existence of different densities and zoning at the time Member purchased his Residential Parcel.

12.1.2 Developer does not warrant that property lines alone lakes, or canal fronts will be identical to those depicted on any surveys of the Parcels in light of the meandering nature of the shorelines and the effect of changes in water levels; provided, however, Developer warrants that property lines are substantially identical to those shown on surveys as of the date of the surveys.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Duration. These Covenants shall run with and bind the land submitted or subject hereto and shall be and remain in effect and shall inure to the benefit of and be enforceable by the Association or the Members, their respective legal representatives, heirs, successors and assigns, and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the President and Secretary of the Association upon affirmative vote (i) during the time there are two classes of Members, by the Class B Member, or (ii) after Class B membership has terminated, by two-thirds (2/3) of the Members.

Section 13.2 Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for who it is intended t his last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 13.3 Assignability. The Class B Member shall have the right to fully or partially transfer, convey and assign his rights, title and interest under these Covenants.

Section 13.4 Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional land or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any portion of land added shall, at the time of addition to the scheme of this Declaration, be platted as single-family residential lots, (b) upon addition of lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses,

and (c) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the Members or the Association, materially increase the prorata share of Association expenses payable by the Owners of the property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of St. Johns County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in the Subdivision.

Section 13.5 Severability. Whenever possible each provision of these Covenants shall be interpreted in such manner as to be effective and valid, but if any provision of these Covenants or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of these covenants are declared to be severable.

Section 13.6 Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice and Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noticed their interest.

IN WITNESS WHEREOF, a Florida corporation, has caused these Covenants to be properly executed by their respective duly authorized officers, and recorded in the public records of St. Johns County, Florida, this _____ day of _____, 1982.

Signed, Sealed and Delivered
in the presence of:

_____ By_____
Its

_____ (Corporate Seal)

EXHIBIT "H"

APPLICATION/PLANNED UNIT DEVELOPMENT
MARSHALL CREEK DEVELOPMENT COMPANY

STATEMENT REGARDING PAVING OF ROADWAYS

Developer intends to pave all vehicular roadways within the PUD area.

Developer proposes to place temporary entrance road as shown in vicinity plan (Exhibit D-1). Entrance road to intersect US #1 at existing crossover to 9 Mile Road. It is proposed that this road be a sand road (similar to Shannon Road as it now exists), graded and maintained by the Developer, who will pave the road when occupancy permits have been issued for 50% of the residences within the PUD area (when 41 homes have been completed).

(Pavement defined: 6" of compacted base course topped by 1" of asphaltic mix).

Maintenance of these roadways is as covered in The Declaration of Community Covenants and Restrictions, Article 3 (Covenants..), Section 3.2.

84-20

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 _____
Robert E. James _____ who on oath says that he is
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 County Commission Meeting _____
_____ in the matter of _____
Proposed Rezoning, OR to PUD _____
_____ in the _____ Court,
was published in said newspaper in the issues of _____
October 20, 1983 _____

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 21st day of October
A.D. 19 83

Ruth M. Walker
Notary Public

(SEAL)
Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonded Thru Troy ... Insurance, Inc.

COPY OF ADVERTISEMENT

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON THE 22 DAY OF NOVEMBER 1983, 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 COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA.

SECTION 1. Pursuant to the application of Marshall Creek Development Co. OWNER/S of the following described land, zoning classification of OR on the following described lands:

A parcel of land being in Sections 45, 57, 58, and 59, Township 5 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 45, run S 82°41'52" W, along the North line of said Section 45, for a distance of 232.83 feet to a point; thence run S 40°41'52" W, for a distance of 275.00 feet to a point; thence run N 47°48'28" W, for a distance of 231.26 feet to a point; thence run S 89°10'09" W, for a distance of 835.01 feet to a point; thence run S 28°07'53" W, for a distance of 220.00 feet to a point; thence run N 74°22'07" W, for a distance of 365.00 feet to a point; thence run N 0°22'07" W, for a distance of 900.00 feet to a point on the Southerly edge of the Marshall Creek Marsh; thence run N 51°38'37" E, for a distance of 841.05 feet to a point; thence run S 87°40'09" E, for a distance of 197.21 feet to a point; thence run S 30°46'32" E, for a distance of 182.26 feet to a point; thence run S 11°58'40" E, for a distance of 176.42 feet to a point; thence run S 44°10'47" E, for a distance of 188.24 feet to a point; thence run S 30°14'20" E, for a distance of 182.71 feet to a point; thence run N 59°11'05" E, for a distance of 103.19 feet to a point; thence run N 4°18'17" W, for a distance of 641.81 feet to a point; thence run N 82°48'14" E, for a distance of 110.98 feet to a point; thence run N 41°15'38" E, for a distance of 312.85 feet, more or less, to a point of intersection with the Easterly Meander Line of said Section 59 (the last 10 courses mentioned being coincident with the approximate Southerly edge of the Marshall Creek Marsh); thence run S 29°18'08" E, along the Easterly Meander Line of said Section 59, for a distance of 840.05 feet to a point; thence run S 11°18'08" E, along the Easterly Meander Line of said Section 59, for a distance of 923.73 feet, more or less, to the Southeast corner of said Section 58; thence run S 82°41'42" W, along the South line of said Section 59, for a distance of 183.80 feet to the POINT OF BEGINNING.

Containing 51.84 Acres, more or less.

is hereby changed to PUD, Planned Unit Development.

SECTION 2. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in zoning district wherein said lands are located.

SECTION 3. The Zoning Inspector is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

SECTION 4. This Ordinance shall take effect immediately upon receipt of official acknowledgement of the office of the Secretary of State to the Clerk of the Board of County Commissioners, that same has been filed.

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

If a person decides 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.

J355 October 20, 1983

CONT. TO RECALL
READVERTISE

84-20

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 _____
Robert E. James who on oath says that he is
Production 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 Public Hearing
in the matter of _____
Proposed Rezoning, OR to PUD
in the _____ Court,
was published in said newspaper in the issues of _____
January 9, 1984

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 11th day of January
A.D. 19 84

Ruth B. Walker
(SEAL) Notary Public

Notary Public, State of Florida
My Commission Expires May 13, 1985
Bonded Thru Troy Fain Insurance, Inc.

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING

- NOTICE IS hereby given that a public meeting will be held by the Board of County Commissioners of St. Johns County, Florida, on February 14, 1984, at 2:00 p.m., in the County Commission Meeting Room, St. Johns County Courthouse, St. Augustine, Florida, to consider passage of an ordinance rezoning certain property in accordance with the Application for Zoning Change submitted by Marshall Creek Development Company. This ordinance would be entitled, "An Ordinance of the County of St. Johns, State of Florida, rezoning lands as described hereinafter from present zoning classification of Open Rural (OR) to Planned Unit Development (PUD)." In substance the ordinance will approve rezoning of the subject property from Open Rural (OR) to Planned Unit Development (PUD), subject to the terms, conditions, and commitments set forth in the application and such additional conditions as may be imposed by the Board of County Commissioners at the public hearing.

- Copies of the Application for Rezoning and all information submitted therewith are on file and may be reviewed by all interested parties under File Number R-83-47A, in the office of Building and Zoning, County Administration Building, State Road 16A, St. Augustine, Florida.

- All Parties having an interest in said application will be afforded an opportunity to be heard at said public hearing. If a person decides to appeal any decision made by the Board of County Commissioners with respect to this matter, he will need a record of the proceedings and, for such purpose, 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. The property, which is the subject of the Application for Rezoning from Open Rural (OR) to Planned Unit Development (PUD), is comprised of the following described land:

- A parcel of land being in Sections 45, 57, 58, and 59, Township 5 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

- BEGINNING at the Northeast corner of said Section 45, run South 82°41'52" West, along the North line of said Section 45, for a distance of 232.83 feet to a point; thence run South 40°41'52" West, for a distance of 275.00 feet to a point; thence run North 47°48'25" West, for a distance of 231.26 feet to a point; thence run South 89°10'09" West, for a distance of 835.01 feet to a point; thence run South 28°07'53" West, for a distance of 220.00 feet to a point; thence run North 74°22'07" West, for a distance of 365.00 feet to a point; thence run North 00°22'07" West, for a distance of 900.00 feet to a point on the southerly edge of the Marshall Creek Marsh; thence run North 51°38'37" East, for a distance of 841.05 feet to a point; thence run South 67°40'09" East, for a distance of 197.21 feet to a point; thence run South 30°46'32" East, for a distance of 182.26 feet to a point; thence run South 11°58'40" East, for a distance of 176.42 feet to a point; thence run South 44°10'47" East, for a distance of 188.24 feet to a point; thence run South 30°14'20" East, for a distance of 182.71 feet to a point; thence run North 53°11'05" East, for a distance of 103.19 feet to a point; thence run North 04°19'17" West, for a distance of 641.31 feet to a point; thence run North 82°48'14" East, for a distance of 110.98 to a point; thence run North 41°15'38" East, for a distance of 312.85 feet, more or less, to a point of intersection with the Easterly Meander Line of said Section 58 (the last ten courses mentioned being coincident with the approximate southerly edge of the Marshall Creek Marsh); thence run South 29°18'08" East, along the Easterly Meander Line of said Section 59, for a distance of 640.05 feet to a point; thence run South 11°18'08" East, along the Easterly Meander Line of said Section 59, for a distance of 823.73 feet, more or less, to the southeast corner of said Section 59; thence run South 82°41'42" West, along the south line of said Section 59, for a distance of 183.80 feet to the POINT OF BEGINNING.

Containing 51.94 acres, more or less, said land being located off Shannon Road near U.S. Highway 1, St. Johns County, Florida.

Dated this 9th day of January, 1984.

Board of County Commissioners
St. Johns County, Florida
Bud Markel, Clerk
By: Marie Hudson,
Deputy Clerk
L608-January 9, 1984

CONT. TO 3-13-84 AT 9:15 AM
CONT. TO 3-27-84
CONT. TO 3-30-84