

RESOLUTION NO. 93- 155

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR ST. JOHNS PLANTATION
LOCATED WITHIN THE PARCEL OF LAND ZONED
PUD PURSUANT TO ORDINANCE 91-18

WHEREAS, the Final Development Plan for St. Johns Plantation has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is here found:

- A. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 91-18; and
- B. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on September 16, 1993; and
- C. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY , FLORIDA, as follows:

Section 1. Pursuant to a request for approval of 23 single family homes made by T.A.W. Nursery, Inc., in accordance with Section 8-3 of St. Johns County Ordinance, and subsequent review and approval by the St. Johns County

Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A relating to that portion of the PUD, the legal description of which is set forth on Exhibit D attached hereto, and which is known as St. Johns Plantation is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B and the sections of the Covenants and Restrictions that will restrict use of the property as set fourth in Exhibit C.

Section 2. All building code, zoning ordinance , and other land use and development regulations of St. Johns County are applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance 91-18. Modification to approved development plans by variance or special exception shall be prohibited. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit A until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers Dredge Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District and Management Storage of Surface

- Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
 - c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
 - d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for St. Johns Plantation PUD is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 93-155

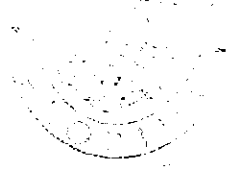
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Linda Bobbitt*
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Carl Markel*

Deputy Clerk



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EXHIBIT 'B'
TO THE RESOLUTION
FINAL DEVELOPMENT PLAN
FOR
ST. JOHNS PLANTATION
(NARRATIVE)

Exhibit 'B' to the Resolution

T.A.W. Nursery, Inc. hereby submits for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a single family planned unit development to be known as St. Johns Plantation (the "Property"). The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the Covenants and Restrictions identified as Exhibit C to the resolution and a list of those sections of the Covenants specifically incorporated into the Final Development Plan. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 91-18, and known as St. Johns Plantation. St. Johns Plantation will contain 23 single family lots.

There will not be temporary construction/sales trailers within the Property. Model homes may be constructed and used as sales offices.

There may be an entry sign to St. Johns Plantation (which may be lighted) that will lie within the right-of-way of the planned unit development roads. The entry sign will be no larger than 15 by 20 feet and will be constructed of wood, concrete, masonry or other materials to assure aesthetic appeal.

The proposed names of the PUD roads are Natures Way and Autumn Place.

Nothing contained in the Covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Covenants which are specifically referenced herein and listed in Exhibit C to the Resolution are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the St. Johns County Board of County Commissioners. A list of the sections of the Covenants made a part of the Final Development Plan is provided with this submission and is identified as Exhibit C to the Resolution. The Developer reserves the right to alter, amend, or allow to be amended all other sections of the Covenants. Provided, however, that if any alteration, amendment or series of alterations or amendments to the Covenants materially erodes the protection afforded by the Covenants so that the St. Johns County Board of County Commissioners, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

8-4-1 Density of Development

The total ground area occupied by residential buildings and structures in the subdivision shall not exceed 35 percent of the total ground area.

8-4-2 Open Space

The lakes and nature preserve area indicated on the Map will provide adequate open space for this property. This open space will be maintained by the Developer and then transferred to a Property Owners Association upon 60% sellout of developed lots in the PUD. Such association will provide for the maintenance through assessment.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction.

All development which is to occur in the PUD will comply with the spirit and intent of the St. Johns County Zoning Ordinance. There will be no more than 23 residences in the PUD. The Covenants will establish; minimum lot width of 100 feet, minimum lot area of 21,780 square feet, height limitation of 35 feet and minimum yard requirements as follows: no building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, nor nearer than 30 feet to the rear lot line, or the development line for those lots for which a development line has been imposed on the Plat ("Development Line"), no building shall be located nearer than 10 feet to any side lot line. The principal residence shall not cover more than 25% of the building plot. A building plot shall refer to all or parts of a platted lot or lots and may consist of one or more contiguous platted lots, all or part of one platted lot, all of one platted lot and part of a contiguous platted lot or lots, or any other combination of contiguous parts of platted lots which will form an integral unit of land suitable for use as a residential building site; provided however, that no building plot shall have an area less than the smallest lot shown on said Plat.

The following buildings, structures, and objects may be erected and maintained on the lot only if the same are located wholly within the yard rear of the main dwelling, and at least 75 feet from the front lot line and at least 20 feet away from any side street lot line, and at least 10 feet away from any side lot line, and at least 30 feet from the rear lot line or any Development Line: pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil and other fuels, clothes, racks, lines, washing and drying equipment, laundry rooms, tools and workshops, servants' quarters, garbage and trash cans, detached garages, hothouses, greenhouses, guest houses, bathhouses, children's play houses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance.

Each such object shall be screened by a wall or fence sufficiently landscaped, using materials and with height and design and in such a manner, that such objects shall be obstructed from view from the outside of the lot. Air conditioning units may be installed at the side of the residence provided the air conditioning units are not located nearer than 5 feet to any side lot line. Each such unit must be adequately and ornamentally screened.

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 20 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground. Notwithstanding anything to the contrary herein, there shall be no chain-link fence allowed. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Declarant or its duly appointed representative. Fencing installed around the Drainage Retention Area shall be excluded from this restriction.

The Developer or appropriate architecture review board shall have the right to release Lots from minor violations as set forth in the Covenants. Typical sections of the Covenants that will address minimum front and side setbacks are attached as Article VI, Sections 1, 2, 4, 6 and 10 respectively of Exhibit C to the Resolution. The actual recorded Covenants for the PUD shall contain these provisions but may identify them by different section numbers and may include greater setbacks.

8-4-4 Project Size

The PUD consists of 20.4 ± acres.

8-4-5 Support Legal Documents for Open Space

The Covenants shall assure adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. The Covenants shall provide for conveyance of title of common property to, and ownership by, the appropriate homeowners' association as described above which shall be a duly constituted and legally responsible community association.
- b. The Covenants shall appropriately limit the use of the common property by the inclusion of a provision substantially similar to Article III, Sections 1, 2, 3, 4, 5 and 6 of Exhibit C to the Resolution.
- c. The Covenants shall place responsibility for management and maintenance of common property to the appropriate homeowners' association.

- d. The Covenants shall place responsibility for enforcement of the Covenants contained therein upon the appropriate homeowners association and its board of directors.
- e. The Covenants shall allow for the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision substantially similar to Article V, Section 1 of Exhibit C to the Resolution.

8-4-6 Access

As shown on the Map, access to the Property is off of C.R. 210. Vehicular access to each single-family dwelling unit shall be provided by the entrance and interior circulation roads. All roads within the Property shall be private and constructed to approved St. Johns County Standards as outlined in the St. Johns County Paving and Drainage Ordinance. Roads shall be owned and maintained by a homeowners association.

8-4-7 Privacy

Each dwelling unit within the PUD shall be provided with visual and acoustical privacy by virtue of lot sizes and architectural control of the PUD by the Developer's architectural review board. Necessary fences, walks and landscaping will be provided for the protection and aesthetic enhancement of the Property, the privacy of its occupants, to screen objectionable views or uses and the reduction of noise.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed as follows:

Section 9-1-1: Drainage

The drainage plan for the Property will be designed in such a manner as to prevent damage to abutting property and/or public streets and alleys and surfaced with appropriate erosion-resistant material in accordance with St. Johns County Specifications.

Section 9-1-2: Separation of Walkway and Streets

No off-street parking and loading facilities other than private driveways to individual lots are proposed for the Property.

Section 9-1-3: Entrances and Exits

The location and design of the entrances and exits to all streets will be in accordance with St. Johns County Specifications.

Section 9-1-4: Interior Drives

There will be no interior drives on the Property.

Section 9-1-5: Marking of Parking Spaces

There will be no parking spaces in lots of more than ten.

Section 9-1-6: Lighting

There are no off-street parking or loading facilities other than private driveways to individual lots proposed for the Property.

Section 9-1-7: Screening

There will be no parking spaces in lots of more than ten.

Section 9-2: Location

The required off-street parking facilities will be provided on the same lot or parcel of land they are to serve by virtue of a private driveway, garage, or combination thereof.

Section 9-3: Off-Street Parking, Numbers Required

The Property will be used for single family dwelling units and in accordance with section 9-3-1 (a) at least one off-street parking space will be provided per dwelling unit.

Section 9-4: Off-Street Loading, Requirements

This section does not apply to residential developments.

- c. The entrance and interior roads within the Property will provide adequate access and circulation for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection deliveries and debris removal. Locations of the fire hydrants serving the Property are also depicted on the Map. The fire hydrants to be installed pursuant to this Final Development Plan shall meet St. Johns County standards and must be approved by the St. Johns County Fire Coordinator prior to the issuance of certificates of occupancy for any structure to be served by such hydrants.

- d. All utilities serving the Property including telephone, power and cable television will be installed underground. The proposed stormwater facilities including grading, gutters, piping and treatment of turf have been designed in such a manner as to provide adequate handling of stormwaters, prevent erosion and the formation of dust.

- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners.

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EXHIBIT 'C'
TO THE RESOLUTION

EXHIBIT C TO THE RESOLUTION

Typical sections that must be included within recorded Covenants
and that are hereby made a part of the Final Development Plan:

Article I

Section 1

Section 8

Article II

Article III

Section 1

Section 2

Section 4

Section 5

Section 6

Article V

Section 1

Article VI

Section 1

Section 2

Section 4

Section 6

Section 9

Section 10

Section 12

Section 14

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EXHIBIT C TO THE RESOLUTION

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Article I

Section 1. "Association" shall mean and refer to St. Johns Plantation Homeowner's Association, Inc., its successors and assigns.

Section 8. "Declarant" shall mean and refer to T.A.W. Nursery, Inc., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Article II ROADWAYS AND COMMON AREA

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The Roadways described on the Plat shall be private streets owned by the Association. Association shall have the sole and absolute right at any time to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein. The Association shall maintain the portion of the Roadways owned by the Association and any other property designated as Common Area prior to subsequent to the conveyance of the same to the Association. The Association shall maintain the paved and any unpaved portions of the Roadways owned by the Association except that every Lot Owner shall maintain the unpaved portion of the Roadways between their Lot and the paved portion of the Roadways in front of their Lot. The Association shall assume all of Declarant's maintenance obligations under any zoning ordinance affecting the Properties or any permit or agreement with any governmental agency concerning any use, enjoyment or development of the Properties.

Article III

Section 1. OWNERS' EASEMENTS OF ENJOYMENT:

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer, mortgage or conveyance shall be effective unless an instrument agreeing to such dedication, transfer, mortgage or conveyance signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. DELEGATION OF USE:

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. INGRESS AND EGRESS EASEMENTS:

The Declarant and Association hereby declare and grant to the owners of each of the Lots and reserves for the benefit of Declarant perpetual, non-exclusive easements appurtenant to each of the Lots over and across all of the portion of the Roadways owned by the Association for the purposes of pedestrian and vehicular ingress and egress between each Lot and: a) each other Lot; and b) the public streets now or hereafter abutting or located on any portion of the Properties, which easements are and shall remain senior in priority to any conveyance or encumbrance of the Roadways. All rights and easements granted by this paragraph shall be for the use and benefit of the owners of each of the Lots and Declarant, their respective successors, assigns, guests, invitees, licensees, tenants, sub-tenants and agents as may be designated by each such owner from time to time (collectively, the "Permittees"); provided, however, that nothing contained in this paragraph shall be deemed to constitute a grant or dedication of any portion of the Roadways to the general public or for any public purpose whatsoever, it being the intention of the owners of each of the Lots that the portion of the Roadways owned by the Association shall be strictly limited to the private use of such owners and their respective Permittees. This paragraph is not intended to confer the status of third party beneficiary upon any person who is not an owner of a Lot or give any such person any rights hereunder unless otherwise designated as a Permittee.

Section 4. UTILITY AND DRAINAGE EASEMENTS:

Certain easements as shown on the Plat are for drainage and utilities, including cable television. The Declarant, for itself, and its successors and assigns, shall have the right and privilege over, on and under said easements to erect, maintain and use electric, telephone and television wires, cables, conduits, water mains, drainage lines, drainage ditches and drainage retention areas, sewer lines, and other suitable equipment for drainage and sewage disposal purposes and for the installation, maintenance, transmission and use of electricity, gas, telephone, television, lighting, heating, water, drainage, sewage and other conveniences for utilities. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this paragraph. The Owners of the Lots subject to the privileges, rights and easements referred to in this paragraph and as shown on the Plat, shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over and under the easements. No structure, pavement or other improvements shall be erected on any part of any easement by the Owner of any Lot and in the event any structure or other improvement is placed on any easement, it shall be removed upon request of the Declarant, its successors or assigns, at the cost of the owner of said lot. Declarant reserves an easement for ingress and egress for itself, its agents, employees, successors, assigns and the Association for maintenance and repair of the drainage ditch retention area as defined in Section ___ herein.

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Section 5. PRESERVATION EASEMENT:

The Declarant hereby reserves a perpetual preservation easement ("Preservation Easement") for the Association on, in and over that portion of the Property designated on the Plat as the preservation area ("Preservation Area"). No party shall have the right to alter the existing natural state of the Preservation Area nor have the right to construct any improvement upon the Preservation Area, including the Owners of the Lots subject to the Preservation Easement. The Preservation Area shall be managed by the Association at the Association's expense, if any maintenance shall be necessary, but the cost of the real property taxes for the land encumbered by the Preservation Easement shall be borne by the affected Lot Owners.

Section 6. EASEMENTS FOR DRAINAGE DITCH AND RETENTION AREA:

The Declarant hereby reserves a drainage easement ("Drainage Easement") for itself, its agents, employees, successors and assigns, and for the Association on, in and over that portion of the Property designated as the drainage ditch and retention area on the Plat, and which encumbers certain Lots as shown on the Plat ("Drainage Ditch and Retention Area") which Drainage Ditch and Retention Area are included with these properties previously defined as the Association Managed Area. The Drainage Ditch and Retention Area are a part of the surface water and stormwater management system for St. Johns Plantation and in connection therewith, the following shall apply:

a. Use of Property:

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of

practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and St. Johns County.

b. Amendment:

Any amendment to the Covenants and Restrictions which alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District and St. Johns County.

c. Enforcement:

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

The Lots encumbered by the Drainage Easement ("Burdened Lots") shall remain responsible for the property taxes applicable to the entire Lot. The Declarant further reserves an easement for itself, its successors and assigns and for the Association for reasonable ingress and egress onto the Burdened Lots encumbered by the Drainage Easement for necessary maintenance and repair of the Drainage Ditch and Retention Area. The Association shall hold harmless and indemnify the owners of the Burdened Lots for any claim or cause of action brought against an owner of a Burdened Lot for personal or property injuries suffered in connection with or arising out of the Drainage Easement, including attorney fees and costs. The Association shall be required to maintain liability insurance for the Drainage Ditch and Retention Area in amounts sufficient to insure against reasonably foreseeable risks. The Association shall be required to maintain a fence around the Drainage Retention Area reasonably intended to keep persons from entering the area if required by local ordinances regarding the fencing of such retention areas.

Article V

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Article VI

Section 1. SINGLE FAMILY RESIDENCE ONLY:

Except as herein and otherwise provided, no structure shall be erected, altered or permitted to remain on any lot or building plot on said land other than one single family residence. Without the approval of the Declarant and St. Johns County, the height of the main residence on each lot shall be not more than thirty-five (35) feet above the normal surface of the ground. No building situate on any lot shall be used for business, commercial, amusement, charitable or manufacturing purposes. Nothing herein contained shall be construed to prevent Developer to use any lot for a right of way for road purposes or easements in which event none of the restrictions herein shall apply. Each lot shall have a minimum width of 100 feet.

Section 2. BUILDING PLOT:

Building plot shall refer to all or parts of a platted lot or lots and may consist of one or more contiguous platted lots, all or part of one platted lot, all of one platted lot and part of a contiguous platted lot or lots, or any other combination of contiguous parts of platted lots which will form an integral unit of land suitable for use as a residential building site; PROVIDED, HOWEVER, that the minimum lot area shall be 21,780 square feet and no building plot shall have an area less than the smallest lot shown on the Plat.

Section 4. SET BACK FOR ALL STRUCTURES:

No building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, nor nearer than 30 feet to the rear lot line, or the development line for those lots for which a development line has been imposed on the plat ("Development Line"). No building shall be located nearer than 10 feet to any side lot line. The Principal Residence shall not cover more than twenty-five percent (25%) of the Building Plot.

Section 6. OTHER STRUCTURES:

The following buildings, structures, and objects may be erected and maintained on the lot only if the same are located wholly within the yard rear of the main dwelling, and at least 75 feet from the front lot line and at least 20 feet away from any side street lot line, and at least 10 feet away from any side lot line, and at least 30 feet from rear lot line or any development line; pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil and other fuels, clothes, racks, lines, washing and drying equipment, laundry rooms, tools and workshops, servants' quarters, garbage and trash cans, detached garages, hothouses, greenhouses, guest houses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be screened by a wall or fence sufficiently landscaped, using materials and with height and design and in such a manner, that such objects shall be obstructed from view from the outside of the lot. Air conditioning units may be installed at the side of the residence providing the noise from the units will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

Section 8. DRIVEWAYS:

All residences should have a paved driveway of stable and permanent construction from the public street to which the lot abuts to the garage entrance extending therefrom. All driveways must be constructed of either _____, _____, or _____.

Section 9. RESUBDIVIDING OR REPLATTING:

Declarant reserves the right to resubdivide or replat lot or lots shown on the Plat, including rights of way for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy any replatted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest lot shown on the Plat immediately prior to the replatting or resubdividing, and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements.

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Section 10. FENCES:

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 20 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground. Notwithstanding anything to the contrary herein, there shall be no chain-link fence allowed. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Declarant or its duly appointed representative. Fencing installed around the drainage retention area shall be excluded from this restriction.

Section 12. ALL STRUCTURES TO BE APPROVED BY DECLARANT

For the purpose of further insuring the development of the properties as a residential area of high quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance, the Declarant reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, septic tank, drain field, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage, tree removal plan, construction schedule and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Declarant in writing. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with Declarant's development plans for the land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Declarant may consider the suitability, desirability and quality of the proposed construction and the materials. In the event Declarant fails to approve or disapprove the plans and specifications required under the terms of this paragraph within thirty (30) days after they have been submitted to Declarant in writing such approval shall be required, and the lot owner shall be deemed to have complied with the provisions of this paragraph. The Declarant may assign the rights granted in these Sections _____ and _____ to a three person architectural review board ("ARB") which will be appointed by the Declarant, or to the Association.

Section 14. NO SHEDS, SHACKS OR TRAILERS:

No shed shack, trailer, tent, mobile home or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any lot. The use of adequate sanitary toilet facilities for workmen during the course of construction of the main residence and other buildings is permitted hereunder. Likewise, any contractor or sales person may maintain a model home on any lot for the sale of houses being built in this subdivision.

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Exhibit D

LEGAL DESCRIPTION

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A part of Government Lot 3, Section 4 and a part of Government Lot 1, Section 9, Township 4 South, Range 29 East, St. Johns County, Florida more particularly described as follows:

For a Point of Beginning commence at the southwest corner of aforesaid Government Lot 3, Section 4 as established by Palm Valley Gardens Unit 6 as recorded in Map Book 5, page 73 of the Public Records of St. Johns County, Florida; thence run North 8 degrees 19 minutes 20 seconds West, along the easterly line of said Palm Valley Gardens, Unit 6, a distance of 622.94 feet to the southerly line of the lands formerly possessed by B. C. Ellis as recorded in Deed Book 177, page 286 of the aforementioned Public Records; thence run South 87 degrees 01 minutes 15 seconds East, along said southerly line of the lands formerly possessed by B. C. Ellis, a distance of 1016.20 feet to the westerly right-of-way line of the Old Palm Valley Road (State Road No. 210) as the same is now established as being 33 feet westerly of the centerline of the existing pavement, said westerly right-of-way line being a curve concave easterly having a radius of 1050.00 feet more or less; thence run southerly along the arc of said curve and along said westerly right-of-way line a cord bearing South 5 degrees 56 minutes 00 seconds East, and a chord distance of 293.31 feet to the apparent point of tangency of said curve; thence run South 13 degrees 26 minutes 05 seconds East, continuing along said westerly right-of-way line of the Old Palm Valley Road, a distance of 98.23 feet to the northerly line of the Palm Valley Baptist Church property as possessed by Deed Book 352 of the aforesaid Public Records; thence run South 82 degrees 16 minutes 00 seconds West, along the northerly line of said lands described in Deed Book 215, page 352 and its westerly projection, a distance of 273.60 feet; thence run South 12 degrees 02 minutes 53 seconds East 600.28 feet; thence South 88 degrees 26 minutes 25 seconds West 757.16 feet to the intersection with the east line of aforesaid Palm Valley Gardens, Unit 6; thence North 09 degrees 06 minutes 50 seconds West, along said east line 474.18 feet to the Point of Beginning.

Consisting of 20.40 acres, more or less.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P.U.D. OFF. REC.
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I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

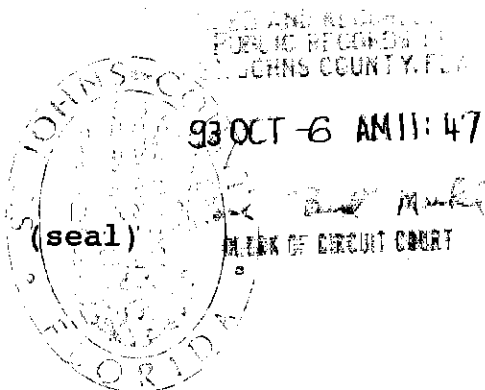
RESOLUTION NO. 93-155

**adopted by the Board of County Commissioners
of St. Johns County, Florida at a regular
meeting of said Board held September 28, 1993.**

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 5th day of October, 1993.

CARL "BUD" MARKEL,
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida



By: Yvonne Carter
Yvonne Carter, Deputy Clerk