

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR PHASE ONE
THE PARKES OF JULINGTON CREEK PLANTATION
(WHICH SHALL SUPERSEDE ANY RECORDED FDP
ON LANDS DESCRIBED HEREIN)
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 93-43**

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

WHEREAS, the request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 93-43; and

WHEREAS, it is found that:

- a. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on June 2, 1994; and
- b. 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 144 single family residential units made by Julington Creek Development Company, in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the Final Development Plan (which shall supersede any recorded FDP on lands described herein) attached hereto as Exhibit A relating to that portion of the PUD, the legal description of which is set forth on Exhibit A attached hereto, and which is known as Phase One of The Parkes of Julington Creek 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 Articles IV and V of the Covenants and Restrictions and Sections 6 and 39 of the Supplemental Declaration attached hereto as Exhibit C.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan or PUD (PSD) Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section

BCC- Secty
Dr. + Let - Y. Carter

shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United State Constitutions.

P.U.D. OFF. REC.
BOOK PAGE 635

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 and Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11 or documentation that the project is exempt from 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.
- e. Existing plats will be vacated prior to commencement of construction.

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 The Parkes of Julington Creek Plantation is recorded in the Public Records of St. Johns County, Florida.

Section 5. All roads within Phase One shall be constructed in conformance with Ordinance 86-4 and dedicated to St. Johns County.

Section 6. When the warrant for a left turn lane is met on Racetrack Road at Durbin Creek Boulevard, the developer shall construct a left turn lane within six months. However, the County Engineering Department may waive this requirement if a time certain has been established for the four-laning of Racetrack Road and construction of the four-laning is scheduled within one year. The developer shall bond for 115 percent of the cost for constructing a left turn lane prior to plat approval. The developer shall submit an annual evaluation of the left turn warrant on the anniversary of the FDP approval and each year thereafter until the left-turn lane is constructed or the four-laning of Racetrack Road is scheduled for construction within one year.

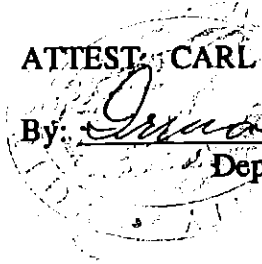
Section 7. All attachments included herein are incorporated herein and made a part of Resolution 94-100.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Zober
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Anna Parrett
Deputy Clerk



P.U.D. OFF. REC.
BOOK F PAGE 636

Passed and adopted on June 14, 1994

PROJECT NO. 930424
 DATE: DECEMBER 1993
 DRAWING: 1 OF 1
BHR
 BESSENT, HAMMACK & RUCCEMAN, INC.
 CONSULTING AND DESIGN ENGINEERS
 1700 COMPASS POINT, SUITE 200
 JUNCTION CREEK, TEXAS 75121-2391

PHASE ONE
 THE PARKS OF
 JUNCTION CREEK PLANTATION
 FOR
 JUNCTION CREEK
 DEVELOPMENT COMPANY
 JUNCTION CREEK DR. PARCEL 78

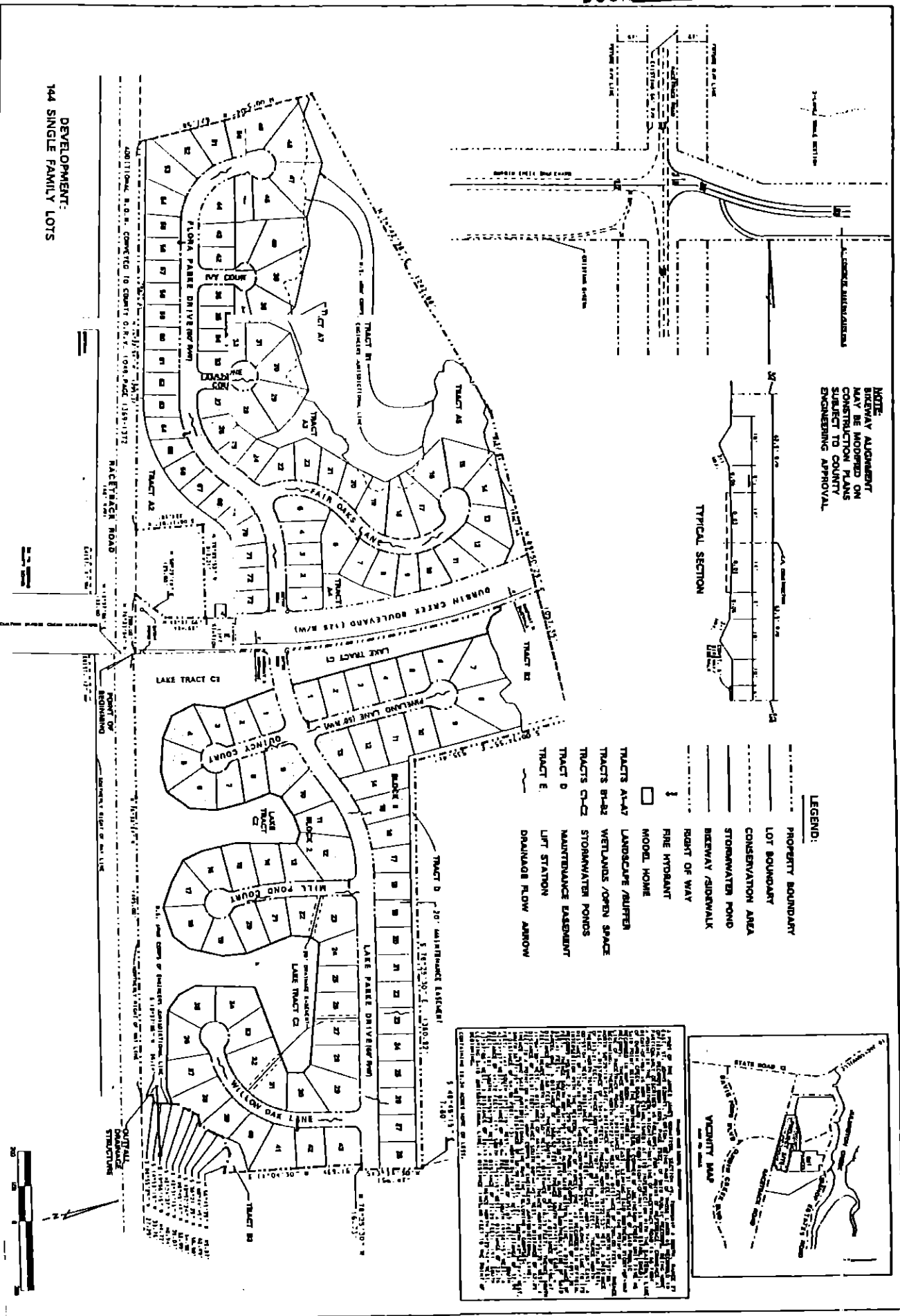
EXHIBIT 'A' OF RESOLUTION
 FINAL DEVELOPMENT PLAN

SCALE: T = 200'
 DESIGNED BY: M. CHILD
 DRAWN BY: J. NEAL
 CHECKED BY:

NO.	DATE	DESCRIPTION
1		DESIGNED BY M. CHILD
2		DRAWN BY J. NEAL
3		CHECKED BY

REVISIONS

APPROVED



P.U.D. OFF. REC.
BOOK F PAGE 638

EXHIBIT B TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

PHASE ONE

**THE PARKES OF JULINGTON CREEK PLANTATION
WITHIN JULINGTON CREEK PLANTATION DRI/PUD 93-43**

JULINGTON CREEK DEVELOPMENT COMPANY

**JANUARY 29, 1994
REVISED MARCH 31, 1994
REVISED APRIL 22, 1994
REVISED MAY 31, 1994**

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for single family subdivision to be known as Phase One of The Parkes of Julington Creek Plantation. The Final Development Plan consists of a one-page map identified as Exhibit A to the Resolution (the "Map"), the legal description identified on Exhibit A, 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. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 93-43. The area encompassed by this Final Development Plan is located within the Julington Creek Plantation DRI/PUD. It occupies a portion of The Parkes of Julington Creek Plantation as shown on the approved Master Plan. Under the approved Master Plan, The Parkes of Julington Creek Plantation may be developed for up to 708 single family units. Phase One will contain 144 single family lots on approximately 84 acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Engineering Department satisfactory evidence that all required state and federal permits have been obtained including, but not limited to: (a) United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Water Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits; (b) Obtain a land clearing permit pursuant to St. Johns County Ordinance No. 90-11 or documentation of exemption; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; (d) Comply with all other applicable land use and development regulations of St. Johns County; and (e) Vacate existing plats. Once the foregoing conditions to construction have been met the developer may proceed to construction of horizontal improvements prior to approval and recording of a final plat.

No lot within the Subdivision shall be conveyed until a final plat has been approved by the Board of County Commissioners of St. Johns County, Florida and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for the property have been recorded in the Public Records of St. Johns County.

The warrant for a left turn lane on Racetrack Road at Durbin Creek Boulevard is not met as of this date, but may be at some future time. Prior to plat approval, the developer shall bond for 115 percent of the cost of constructing a left turn lane. The construction cost shall be based on a signed and sealed professional engineer's estimate. Each year on the anniversary of the FDP approval, or when any additional development is proposed, the developer shall re-evaluate the left turn warrant and submit a report to the County Engineering Department. When the warrant for a left turn is met, the developer shall construct the improvement within six months. However, the County Engineering Department may waive this requirement if a time certain has been established for the four-laning of Racetrack Road and construction of the four-laning is scheduled within one year.

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 on Exhibit C 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 Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

This FDP conforms to the Restated Development Order, Resolution 93-159, and PUD Ordinance 93-43. Relevant provisions are summarized below:

- The Parkes of Julington Creek Plantation is within Phase II of Julington Creek Plantation, scheduled for 1991-1999.
- The Parkes of Julington Creek Plantation is shown for up to 708 single family units, RS-3 on the PUD Map. The setbacks and lot requirements in this FDP conform to the RS-3 specifications in the PUD.
- The County shall accept roads and drainage within road rights-of-way provided all such facilities are constructed in accordance with the County's subdivision and paving and drainage regulations at the time of platting.
- The Durbin Creek Boulevard extension, from Racetrack Road to Bishop Estates Road, will be a two lane collector, with a bikeway, and within a 125-foot right-of-way.
- Developer signage, irrigation, lighting, and landscaping installed in the County right-of-way will be maintained by the MSTU, CDD or POA.
- There will be no driveway cuts onto Durbin Creek Boulevard for residential use. There may be driveway cuts to provide access to utility sites.

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 committed to residential use. There will be 144 units on 84 acres, approximately 2 residential units per acre.

8-4-2 Open Space

Open space and conservation areas are depicted as tracts on the FDP Map, as follows:

Tracts A1 - A7	Landscape/Buffer
Tracts B1 - B5	Wetlands/ Open Space
Tracts C1 - C2	Stormwater Ponds
Tract D	Maintenance Easement

All common areas will be maintained by the homeowners' association, whose membership will include all lot owners within Phase One.

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

All development which is to occur within Phase One will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 144 residences in Phase One. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with the covenants, every parcel upon which a residence is constructed will have a total area equal to or greater than 7,000 square feet. Furthermore, the covenants will establish a minimum 25-foot front setback line, a minimum 7.5-foot side setback line and a minimum 10-foot rear setback line for each lot, subject to the Developer's right to release lots from minor violations as set forth in covenants. For lots with a rear lot line along Durbin Creek Boulevard, the 10-foot rear yard setback will apply. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. The minimum lot width is 70 feet. For non-rectangular lots, the minimum lot width at the building setback line shall be 50 feet.

There may be two major entry signs to the subdivision and location is Shown on the FDP map. The major entry signs will be no larger than 10 feet wide and 6 feet high, will be constructed primarily of wood, will have accent lighting and landscaping. As provided in Section D.8, Attachment B to the Restated PUD, all developer signage, lighting and landscaping shall be maintained by the MSTU, CDD, or POA. The signs will be set back to avoid obstructing visibility and drainage but in no case be less than 10 feet from the edge of pavement.

There may be two minor entry signs to communities within the subdivision, and location is shown on the FDP map. The minor entry signs will be no larger than 6 feet high by 8 feet wide, installed on a low-rise base, will be constructed primarily of wood, will have accent lighting and landscaping. As provided in Section D.8, Attachment B to the restated PUD, all developer signage, lighting and landscaping shall be maintained by the MSTU, CDD, or POA. The signs will be set back to avoid obstructing visibility and drainage but in no case be less than 10 feet from the edge of pavement.

Temporary construction/sales trailers may be used within the Subdivision during the construction period, which shall be up to 24 months from the date of approval of this final development plan.

There may also be model homes constructed in the following locations: Flora Parke Drive on Lots 1 - 5, 70 - 73; and Lake Parke Drive in Block 2 on Lots 1 - 12 and Block 3, Lots 1 and 13 - 17. Model homes may include sales, administrative, or construction management offices. Model homes may have one sign each, located on the lot. The signs will be constructed of wood and be no larger than 5 feet wide by 9 feet high. Model homes may be used as a sales center.

The maximum heights of the structures within the Subdivision shall be 35 feet.

8-4-4 Project Size

The PUD consists of 4,150 acres. The Parkes of Julington Creek Plantation consists of ±337 acres. This Final Development Plan consists of ±84 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 to the Common Property to, and ownership by, the appropriate homeowners' association as described above, which shall be a duly constituted and legally responsible community association. (Article IV, Section 2, Page 9)
- b. The covenants shall appropriately limit use of the Common Property by Inclusion of Article IV of Exhibit C. (Article IV, Section 1, Page 9)
- c. The covenants shall assign responsibility for the management and maintenance of the Common Property to the appropriate homeowners' association. (Supplemental Declaration, Section 6, Page 8)
- d. The covenants shall place responsibility for enforcement of the covenants contained therein upon the appropriate homeowners' association and its board of directors. (Supplemental Declaration, Section 39, Page 15)
- e. The covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Article V, Section 1, Page 13)

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the Property via public roads to be owned by St. Johns County.

8-4-7 Privacy

Each dwelling will be provided visual and acoustical privacy by virtue of lot sizes and architectural control of the Subdivision by the Architectural Review Board.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraphs "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed

construction plans. The fire hydrants to be installed pursuant to this Final development Plan shall meet county standards and must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.

- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. Tract E, Lift Station, is shown on the FDP Map and will be conveyed to the utility company by plat dedication. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and 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 in Ordinance No. 86-4, as amended.

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4 and shall be depicted on the Final Plat.

9-1-2 Separation from Walkway and Street

No combined off-street parking or loading facilities will be constructed on the Property.

9-1-3 Entrance and Exits

The location and design of the entrances and/or exits to all streets will be in accordance with County specifications.

9-1-4 Interior Drives

As shown on the Map, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Map, there will be no street parking spaces other than private driveways and garages.

9-1-6 Lighting

Lighting within the Property will meet or exceed minimum lumens of 100 watt high pressure sodium fixture lights affixed 16 feet above the roadway and approximately 300 feet on center.

9-1-7 Screening

P. U. D. OFF. REC.
BOOK F PAGE 644

Section 9-1-7 does not apply because there will be no parking spaces for ten or more vehicles in any one location on the Property.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve.

9-3-1 Off-Street Parking; Number Required

The Property will be used for single family residential lots. Therefore, in accordance with Subsection "a" of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

APPLICANT

By: Daniel R. Smith

P.U.D. OFF. REC.
BOOK F PAGE 645

EXHIBIT C
COVENANTS AND RESTRICTIONS

Mr. Jett. to
Commenced
27 Rec 109714 -

Prepared by and Return
Linda Connor Kane
Holland & Knight
50 Laura Street Suite 3900
Jacksonville, Florida 32202

Recorded in Public Records St. Johns County, FL
Clerk # 93023648 O.R. 1004 PG 1823 01:11PM 08-05-93
Recording 109.00 Surcharge 14.00

P.U.D. OFF. REC.
BOOK F PAGE 646

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION OWNERS' ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION ("Amended Declaration") is made this ^{27th} day of July, 1993, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, successor in interest to General Development Corporation ("Developer").

RECITALS

A. Developer subjected certain lands owned by it, located in St. Johns County, Florida, to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 655, page 1821 of the public records of St. Johns County, Florida, as amended in First Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc. recorded in Official Records Book 666, page 2039; Second Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 676, page 98; Third Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 802, page 816; Fourth Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc., recorded in Official Records Book 929, page 536, and First Amendment to Fourth Amendment to Declaration of Covenants and Restrictions of Julington Creek Property Owners' Association, Inc. recorded in Official Records Book 990, page 1500, and Partial Termination of Declaration of Covenants and Restrictions of Julington Creek Plantation Owners Association, Inc. recorded contemporaneously herewith; all recorded in the public records of St. Johns County, Florida, collectively referred to as "Declaration."

B. In connection with the development of the land subject to the Declaration, plats were recorded in the public records of St. Johns County, Florida, but no roads, utilities or related infrastructure were constructed for a significant portion of the land subjected in the Declaration.

C. Certain Lands more fully described as:

Lots 1 - 52, Block 5; Lots 1 - 39, Block 6; Lots 1 - 11, Block 7, JULINGTON CREEK, UNIT ONE, according to plat thereof recorded in Map Book 16, pages 35 - 51 of the public records of St. Johns County, Florida.

Lots 1 - 21, Block 41; Lot 1 through 24, Block 42, Lots 1 - 11, Block 43, JULINGTON CREEK, UNIT FIVE, according to plat thereof recorded in Map Book 17, pages 1 - 21 of the public records of St. Johns

VERIFIED BY
[Signature]

Article IV

PROPERTY RIGHTS AND COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every member subject to Assessments as provided in Article V, Section 4 hereof, his guests, invitees and mortgagees shall have a right and easement of enjoyment in and to the Common Property for all proper and reasonable purposes and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit. Provided, however, to the extent that any Common Property is restricted solely for the use and benefit of the Owners within a specified Neighborhood(s), the use and enjoyment of such Neighborhood Common Property shall be restricted to those Owners within the Neighborhood(s) and the expenses of owning and maintaining same shall be assessed solely against the Owners within the designated Neighborhood(s). Provided however, there shall be no absolute liability of Owners for damage to the Common Property or Lots within the Property.

Section 2. Title to the Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing it shall convey the Common Property to the Association not later than Turnover, free and clear of all monetary liens and encumbrances, except real property taxes for the year in which the conveyance takes place, covenants, conditions and restrictions of records and any easements granted or reserved by the Developer pursuant to Section 4 of this Article. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be "as is". Any other person may also convey land to the Association as Common Property but the Association shall not be obligated to accept such conveyance unless approved by the Board. Further, to the extent required in order to obtain mortgages insured or guaranteed by the VA or FHA, the Developer shall convey applicable Common Property to the Association prior to the first mortgage in the plat being insured or guaranteed by FHA or VA.

Section 3. Use of Common Property for Stormwater Management System. Certain Common Property is or may be designated on the plats, in any Supplemental Declaration or in Permits for the development of such Common Property to form a part of the Stormwater Management System. It was originally intended that the Stormwater Management System would be maintained by the Municipal Service Taxing District created pursuant to Ordinance #82-17 by St. Johns County ("MSTU"). In connection with the development of the Property, it has been determined that certain portions of the Stormwater Management System may be more appropriately maintained by the Association or the Community Development District, as hereinafter defined. Such determination in no way limits any further determination with respect to the future obligations of the MSTU.

Therefore, at the time of recording this Amended Declaration, the MSTU is obligated pursuant to the dedications set forth in some of the plats, to be responsible for all operational maintenance activities necessary for the Stormwater Management System, including, without limitation, any obligations under applicable Permits, to keep the Stormwater Management System in proper and operational order including all routine maintenance activities and any special repair activities. The MSTU shall maintain and control the water level and quality of the Stormwater Management System and shall maintain the bottoms of any lakes or retention areas in the System. The MSTU has the power, obligation and responsibility, as required by the permits, to control plants, fowl, reptiles, animals, fish and fungi in and on any portion

of the Stormwater Management System. The Developer reserves the right to assign some or all of the obligations presently vested on the MSTU to the Association or to a Community Development District on such terms and conditions as it determines and as is permitted under any part of the Permits. Irrespective of the ownership of the fee simple title to any portion of the Stormwater Management System it is understood and acknowledged that the Stormwater Management System is to be operated as one unified system and an easement is hereby created over all the Property for surface water drainage and for the installation and maintenance of storm water management system for the whole Property.

The owner of the land adjacent to any edge of any lake, canal or other water body forming a portion of the Stormwater Management System ("Adjacent Owner") shall maintain the embankment to the water's edge as such level shall rise and fall from time to time irrespective of ownership of the lands being maintained. Maintenance of the embankment shall be conducted so that the grass planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If an Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Adjacent Owner which expense shall be a Special Assessment against the Adjacent Owner and his Lot or Living Unit.

To the extent not provided by the MSTU or a Community Development District, the Association shall be responsible for the routine mowing of all portions of the Stormwater Management System which are not filled with water, including swales and dry retention areas, except those swales and dry retention areas located within the boundaries of a Lot. Provided however, neither the Association or any Owner shall mow or otherwise disturb any wetlands which constitute a part of the Stormwater Management System. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. If certain portions of the Stormwater Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot, including trash removal. In the event the Owner fails to provide such maintenance, then the Association may, but shall not be obligated to perform or cause such maintenance to be performed, at the Owner's costs and expense, as a Special Assessment.

In connection with the undertaking of all maintenance obligations as set forth herein, the MSTU, the Association or the Community Development District is hereby granted an easement running landward to the top of bank from the water's edge for the purpose of access to the Stormwater Management System to undertake its management. In addition, any Owner is hereby granted an easement of not more than five feet (5') over the water from the water's edge to perform such maintenance as it is required to perform hereunder.

In the event that the Developer or the Association, shall construct any bridges, docks, bulkheads or other improvements which may extend over or into the lakes or any portion of the Stormwater Management System or construct similar improvements to support or enhance the Stormwater Management System, the Association shall maintain any and all such improvements in good repair and condition. No Owner, except the Developer, its designee or the Association shall be permitted to construct any improvement, permanent or temporary, on, over or under any portion of the Stormwater Management System, without the written consent of the Developer or the written consent of the Association which consent may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by an Owner shall be maintained by such Owner in accordance with maintenance provisions of this Amended Declaration.

In connection with the use of any portion of the Stormwater Management System, the following restrictions shall apply:

- a. No motorized or power boats shall be permitted on any water body or retention pond within the Stormwater Management System, with the exception of boats used for maintenance thereof.
- b. No bottles, trash cans or garbage of any kind or description shall be placed in any portion of the Stormwater Management System.
- c. No activity shall be permitted on any portion of the Stormwater Management System which may become an annoyance or a nuisance to the adjacent property and the Owners thereof. The Association's determination of whether any activity constitutes an annoyance or a nuisance shall be dispositive.
- d. No person or entity except the Developer or the Association, shall have the right, to pump or otherwise remove any water from any portion of the Stormwater Management System for the purpose of irrigation or for other use, without the consent of the Association.
- e. The Board shall be entitled to establish, amend or modify rules and regulations governing the use of the Stormwater Management System as the Board deems necessary or convenient.
- f. In connection with the replanting of any portion of the Property or obtaining the Permits necessary to build the Stormwater Management System, the Developer may assume or may be required to assume certain obligations for the maintenance of the Stormwater Management System. The Developer hereby assigns to the Association and the Association hereby assumes all the obligations of the Developer under any plat, Permits or any applicable governmental regulations for any and all obligations for the maintenance of the Stormwater Management System (except the maintenance performed by the MSTU and the maintenance of the banks which shall be the responsibility of the Adjacent Owner). The Association further agrees that, in connection with such assignment, it shall indemnify and hold the Developer harmless in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of any occurrence in, on, upon, at or from the maintenance of the Stormwater Management System, occasioned wholly or in part by the act or omission of the Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the acts of the Developer, its successors, assigns, agents or invitees.
- g. All Owners shall have a perpetual non-exclusive easement for enjoyment and use of any lake or wetland forming a part of the Stormwater Management System together with an easement for ingress and egress at the locations so designated by the Association. The foregoing easement shall be subject to the rules and regulations as set forth herein and as adopted by the Association from time to time, and subject to the Permits.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Developer and of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Property and after the termination of the Class B Membership, to mortgage the Common Property with the consent of two thirds of the Board of Directors. In the event of default under such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such Common Property to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such Common Property to a wider public until the mortgage is satisfied, whereupon possession of such Common Property shall be returned to the Association and all rights of the members hereunder shall be fully restored; and
- b. The right of the Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure; and
- c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment and voting rights of any member for any period during which such Assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- d. The right of the Association to charge a reasonable admission or other fees for the use of the Common Property, as provided in Section 8 of this Article; and
- e. The right of individual members to the exclusive use of parking spaces as provided in Section 5 of this Article; and
- f. The drainage and temporary retention of stormwater runoff uses of the Common Property as referred to in Section 3 of this Article and elsewhere herein; and
- g. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agencies, authority or utility, subject to the acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer or termination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded certifying that such action was passed by a majority of all votes cast in person or by proxy, as more fully set forth in the Articles of Incorporation.
- h. The use of Neighborhood Common Property shall be restricted to Owners within the Neighborhood(s) who are given the right to use of same pursuant to any Supplemental Declaration.

Section 5. Parking Rights. The Association may designate or maintain upon the Common Property certain parking spaces for the exclusive use of members, their families and guests. The use of such parking space by any other person may be enjoined by the Association or the members entitled thereto. No parking shall be permitted in other than the designated areas.

Section 6. Utility Easements. The right to grant utility easements is reserved unto the Developer until the date on which control of the Association is turned over to the Class A members as provided in Article III, Section 3 hereof, thereafter, the Association, through its Board of Directors, shall have the

right to grant easements for installation and maintenance of public utilities and temporary roads on the Common Property in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Property on the date of the grant.

Section 7. Association Right to Grant Easements. Without limiting the rights of the Developer hereunder, the Association, by majority vote of the Board of Directors, has the non-exclusive right to grant permits, licenses and easements over the Common Property for utilities, road and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 8. Admission Fees. The Association may charge reasonable admission and other fees as a condition of use of the recreational facilities by the members. The Association may open enjoyment of such facilities to the general public upon the payment of such admission or other fees as are generally established from time to time.

Article V

COVENANT FOR MAINTENANCE ASSESSMENTS

P.U.D. OFF. REC.

BOOK F PAGE 651

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided elsewhere herein, the Developer for each Lot or Living Unit owned by it within the Property hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all assessments levied by the Association which are applicable to such Lot or Living Unit, including, without limitation:

- a. Annual General Assessments.
- b. Special Assessments.
- c. Capital Improvements Assessments.
- d. Neighborhood Assessments.

The foregoing assessments (collectively, the "Assessments") shall be fixed, established and collected from time to time as hereinafter provided. Such Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which such Assessment is made. Such Assessments, together with interest thereon and the cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot or Living Unit at the time when the Assessments fell due, except as provided in Section 10 hereof. All Lots and Living Units and the Owners thereof shall be subject to and liable for Annual General Assessments, Special Assessments and Capital Improvement Assessments. Only the Lots and Living Units and the Owners thereof within any particular Neighborhood shall be subject to and liable for Neighborhood Assessments for that Neighborhood. No Mortgagee shall be required to collect Assessments on behalf of the Association and unless specifically set forth in the Mortgage on a Lot or Living Unit, the failure to pay Assessments shall not constitute a default under any Mortgage.

P. U. D. OFF. REC.
BOOK F PAGE 652

SUPPLEMENTAL DECLARATION TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF JULINGTON CREEK PLANTATION
(THE PARKES)

THIS SUPPLEMENTAL DECLARATION is made this ____ day of _____, 1994, by JULINGTON CREEK DEVELOPMENT COMPANY, a Florida corporation, whose address is _____ ("Julington").

RECITALS:

A. Julington owns a portion of the Property (said portion being described hereafter and which is referred to herein as the "Neighborhood Property") within a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain Development Order No. 82-37 as amended from time to time ("Julington Creek Plantation").

B. The Neighborhood Property is subject to the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book ____, page ____ of the public records of St. Johns County, Florida ("Amended Declaration").

C. Julington is the owner of Neighborhood Property more fully described as:

Lots ____, Block ____, the public records of St. Johns County, Florida ("The Parkes").

D. Pursuant to the provisions of Article I of the Amended Declaration, Julington may subject the Neighborhood Property to additional covenants and restrictions by recording a Supplemental Declaration in the public records of St. Johns County, Florida.

E. Julington desires to develop the Neighborhood Property as a residential community and as a part of Julington Creek Plantation. The purpose of this Supplemental Declaration is to provide various use and maintenance requirements and restrictions in the interest of the future owners of Living Units within the Neighborhood Property, and to protect and preserve the values of the Neighborhood Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Julington hereby declares that the Neighborhood Property shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions,

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Neighborhood Common Property.** The areas shown on the plat of the Neighborhood Property as Tracts A through D (including drainage facilities that are not maintained by the Community Development District referred to hereafter) are hereby designated by Julington to be Neighborhood Common Property and are hereby reserved for the exclusive use and benefit of the residents living within the Neighborhood Property. Such property shall be maintained by the Association and the costs thereof shall be assessed to the Owners of Lots within the Neighborhood Property as Neighborhood Assessments. Julington may retain title to the Neighborhood Common Property until such time as it has sold all of the Lots within the Neighborhood Property and thereafter convey the Neighborhood Common Property to the Association or to the Neighborhood Association if one shall hereafter be formed.

7. **Neighborhood Association.** At any time that two-thirds of the Owners of Lots then subject to the terms of this Supplemental Declaration shall determine, a Neighborhood Association shall be formed for the purposes of performing the obligations and assessing the Owners for the purposes set forth in the immediately preceding paragraph. At the time of formation of such Neighborhood Association, the Association shall be so notified and the obligation for such maintenance and assessment shall thereafter be the obligation and responsibility of the Neighborhood Association.

8. **Julington's Rights With Respect to Neighborhood Common Property.** For so long as Julington shall own any property that is subject to the provisions of this Supplemental Declaration, Julington shall have the right to enter upon and use, and to have an easement upon, the

Amended Declaration, the development scheme of the Neighborhood Property as determined from this Supplemental Declaration, and the actual development of the Neighborhood Property.

38. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

39. **Violation or Breach.** In the event of a violation of breach of these restrictions by any persons or concerns claiming by, through or under Julington, its successors or assigns, Julington, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, Julington, its successors or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

40. **Severability.** Invalidation of any portion of these covenants shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

41. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Supplemental Declaration, the prevailing party shall be entitled to obtain its attorney's fees prior to or at trial or on appeal or in bankruptcy.

42. **Consent and Joinder of the Owners.** Prior to recording this Supplemental Declaration, Julington conveyed certain Lots subject to this Supplemental Declaration. By consent and joinder attached hereto, such Lot //owners have joined in and consented to the recording of this Supplemental Declaration and have subjected the title to the Lots owned by them to the terms and conditions hereof.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P.U.D. OFF. REC.
BOOK F PAGE 655

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 94-100

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA

APPROVING A FINAL DEVELOPMENT PLAN FOR PHASE ONE THE PARKES OF JULINGTON CREEK PLANTATION (WHICH SHALL SUPERSEDE ANY RECORDED FDP ON LANDS DESCRIBED HEREIN) LOCATED WITHIN THE PARCEL OF LAND ZONED PUD PURSUANT TO ORDINANCE 93-43

as the same appear 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 22nd day of June, 1994.

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

By: John F. Evans
John F. Evans, Deputy Clerk

