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RESOLUTION NO. 94-148

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, STATE OF FLORIDA APPROVING A FINAL DEVELOPMENT PLAN FOR JULINGTON CREEK PLANTATION DRI PARCEL 35 - PHASE I AND II

WHEREAS, the Final Development Plan for Julington Creek Plantation DRI - Parcel 35 Phase I and II 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 July 21, 1994 and
- B. The request is both consistent with the Comprehensive Plan and approved Julington Creek Plantation PUD/DRI and is 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 Julington Creek Plantation DRI - Parcel 35, Phase I and II made by Atlantic Gulf Communities Corporation, 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 Julington Creek Plantation PUD, Ordinance 93-43, is hereby approved in reliance upon, and in accordance with the representation and statements made herein and in the Final Development Plan Narrative attached hereto as Exhibit B, the list of covenants and restrictions to be incorporated attached hereto as Exhibit C, and the executed indemnity agreement attached hereto as Exhibit D.

Section 2.

- a. 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.
- b. 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 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.
- Section 3. The developer may not commence land clearing, site preparation or construction of any improvements within Parcel 35 Phase I and II 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 Regulation Water and Sewer Connection Permits;
 - b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
 - 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.

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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 Julington Creek Plantation 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 94-148

Adopted: August 23, 1994

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jelan Fobert

ATTEST: CARL "BUD" MARKEL, CLERK

Deputy Clerk

EXHIBIT B WRITTEN TEXT



Atlantic Gulf Communities Corp. 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 Julington Creek Plantation Parcel 35 Phase I and II (the "property" or "subdivision"). The Final Development Plan consists of a 4-page map identified as Exhibit A to the Resolution (the "Map"), the legal description as shown on Exhibit A, this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions, and a list of those sections of the covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit C to the Resolution, and Indemnity Agreement identified as Exhibit D 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 PUD. It occupies portions of Parcel 35 as shown on the approved Master Plan. Under the approved Master Plan, Parcel 35 may be used for up to 310 single family units. Phase I and II will contain 140 single family lots on approximately 80 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; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) Comply with all other applicable land use and development regulations of St. Johns County. 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 Julington Creek Plantation have been recorded in the Public Records of St. Johns County.

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

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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. 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.

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 1.8 residential units per acre.

8-4-2 Open Space

Areas of jurisdictional wetlands to be preserved are designated as Tracts T-4 and T-5 on the map. These areas will not be disturbed. The exact boundaries of these areas will be established by survey and shall be depicted on the signed and sealed construction plans and final plat. The area designated as Tract T-3 on the Map will be used as a passive recreation area, and may include nature trails, picnic tables, and/or playground equipment.

In addition, the subdivision will contain a stormwater retention and treatment area depicted as Tracts T-1 and T-2 on the Map. Open space areas shall be dedicated and maintained by the existing property owners association, the existing MSTU or the proposed CDD, at the discretion of Atlantic Gulf Communities.

All of the above mentioned areas will be used as passive recreation and/or conservation areas and have been incorporated into the overall drainage system.

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

All development which is to occur within the Subdivision will comply with the spirit and intent of the P.U.D. There will be no more than 140 residences (RS-3) in Julington Creek Plantation DRI - Parcel 35, Phase I and II. The minimum setback requirements are as follows: front yard: 25', side yard: 7.5', and rear yard: 10'. On corner lots, a front yard of the required depth shall be provided on one frontage. The other frontage shall meet the rear yard requirement.

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

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Temporary construction 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). Model homes be used within the development as temporary sales centers. Parking for the temporary sales center shall be within the driveway only.

There may be signs, fencing, landscaping and irrigation within the subdivision on property owned by Atlantic Gulf, Julington Creek Plantation Owners' Association, Inc. ("Association"), or within right-of-way dedicated to the County. The maximum sign dimensions shall be 32 S.F. and shall not exceed 5 feet in height. The actual size and locations of signage shall be included in the right-of-way permit to be obtained prior to installation. Atlantic Gulf has agreed to install such signs, fencing, landscaping and irrigation in accordance with the terms and conditions hereinafter set forth and to indemnify and hold the County harmless from any claims, loss or damage arising from or in connection with the installation of such signs, fencing, landscaping and irrigation all as certified in Exhibit D and more fully set forth herein:

- a. The cost of installation of any signs, fencing, landscaping, irrigation and related equipment, whether installed on lands owned by Atlantic Gulf, the Association or on rights of way dedicated to the County, shall be solely paid by Atlantic Gulf or any developer of the portion of Julington Creek Plantation who owns the tract of land on which the signs, fencing, landscaping and irrigation is to be located.
- b. The cost of maintenance, repair or replacement of any signs, fencing, landscaping and irrigation, whether installed on lands owned by Atlantic Gulf, the Association or on rights of way dedicated to the County, shall be paid by Atlantic Gulf or the Association. Atlantic Gulf or the Association shall obtain and maintain liability insurance in connection with the signs, fencing, landscaping and irrigation which shall be in the minimum amount of \$100,000.00 per person and \$200,000.00 per occurrence and shall provide proof of such insurance to the Clerk of the Circuit Court, St. Johns County, Florida.
- c. Prior to the installation of any signs, fencing, landscaping, irrigation, and/or other structures or uses within County rights of way, Atlantic Gulf or the responsible entity shall submit an Application for a Right of Way Permit for review and approval form the Public Works Department of St. Johns County, Florida and a copy of the Planning and Zoning Department for filing with the Final Development Plan and current renewals filed annually.

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- d. Prior to installation of any signs, fencing, landscaping and irrigation Atlantic Gulf or the owner of the tract of land on which the signs, fencing, landscaping and irrigation is to be installed shall apply for and receive a building permit from the Building Department of St Johns County, Florida.
- e. No signs, fencing, landscaping and irrigation shall be installed closer than twelve feet (12') from the edge of the pavement of the adjacent two (2) streets. No signs, fencing, landscaping and irrigation shall be installed so as to obstruct the field of vision of motorists or pedestrians along any adjacent roads, driveways or thoroughfares, whether paved or unpaved. In all cases, sight distance shall meet the requirements set forth in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest edition.
- f. Atlantic Gulf or the Association shall maintain all signs, fencing, landscaping and irrigation installed in accordance herewith in good repair and condition.
- g. Atlantic Gulf and the Association have agreed that they shall be solely liable and agrees to be solely liable for and shall indemnify, defend and hold St. Johns County harmless from any and all loss, damage, claim, action, suit, judgment, cost or expense for injury to persons, including death or damage to property, including destruction in any manner arising from or out of the installation, maintenance or failure to remain, use or existence of any and all signs, fencing, landscaping and irrigation installed within the County rights of way.

8-4-4 Project Size

The PUD consists of more than twenty acres. This final development plan consists of approximately 80 acres. Phase I consists of approximately 67 acres. Phase II consists of approximately 13 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 the title of the common property to an ownership by the appropriate property owners association which shall be a duly constituted and legally responsible community association.

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Article IV, Section 2 provides that "Developer may retain 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 for real property, taxes for the year in which the conveyance takes place, covenants, conditions, restrictions of record and any easements granted or reserved by the Developer pursuant to Section IV of this Agreement. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be as is." Julington Creek Plantation Property Owners' Association is a duly constituted property owners association filed with the Secretary of State of Florida.

- b. The use of the Common Property is granted to the owners of the Association. According to Article IV, Section 1, the members of the Association, their guests, invitees and mortgagees, all of which have the right and easement of enjoyment in and the Common Property for all proper and reasonable purposes and such easement shall be appurtenant to and pass with title to every Lot and Living Unit.
- c. Pursuant to the provisions of Article I, Section 1(b), the covenants shall assign responsibility for the management and maintenance of the Common Property to the proper property owners association. Pursuant to Article IV, Section 2, the Developer retains title to the Common Property until all improvements have been completed and the Association is in the position to maintain it. Accordingly, upon conveyance of the Common Property to the Association, it had the obligation to maintain that property. This is consistent with the definition of Common Property set forth in Article I, Section 1(b).
- d. The covenants shall place responsibility for enforcement of the covenants upon the appropriate property owners association. Pursuant to the provisions of Article VII(4), the enforcement of this Amended Declaration may be made by the Association, the Developer or any owner and shall be by a proceeding at law or in equity against such person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants and restrictions.



e. The Declaration shall permit the subjection of each Lot to an assessment for a proportionate share of maintenance costs.

Article V, Section I provides that the Developer for each Lot or Living Unit owned by it hereby covenants and each Owner of each 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.

All of the foregoing provisions are set forth in the Restated and Amended Declaration. The property encompassed by this Final Development Plan is subjected to these Restated Covenants and also to additional covenants unique to that particular subdivision pursuant to the Supplemental Declarations.

8-4-6 Access

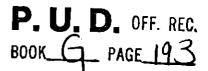
As geographically depicted on the Final Development Plan, each lot is provided vehicular access within the subdivision via the public rights-of-way to be dedicated to St. Johns County.

8-4-7 Privacy

Visual and acoustical privacy of each dwelling unit will be provided, where required.

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 subparagraph "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 Final Development Plan illustrates the anticipated traffic flow patterns. 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. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Subdivision and the grading and topography of the site facilitating proper drainage of storm waters and preventing erosion.
- e. Specifications for all streets and roadways depicted on the Final Development Plan shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance Number 86-4. Street names included on the final development plan have not been approved by the county. Street names will require county acceptance prior to approval.

9-1-1 Drainage

The overall drainage plan for the property is designed to prevent damage to abutting parcels, public streets, and alleys and is geographically depicted on the Final Development Plan. Specific drainage plans for each lot upon which a residence is to be constructed will be consistent with this overall drainage plan.

Detailed drainage plans demonstrating compliance with requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans.

All necessary easements for drainage shall comply with the requirement of Ordinance 86-4 and shall be depicted on the Final Plat.

9-1-2 Separation from Walkway and Street

Each single family unit will have an individual garage which provides for the required off-street parking.

9-1-3 Entrances and Exits

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

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9-1-4 Interior Drives

As shown on the Final Development Plan, there will be no interior drives serving the single family lots.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, there will be no parking spaces in groups of more than ten to serve the single family units.

9-1-6 Lighting

Lighting within the subdivision will be placed in accordance with JEA standards.

9-1-7 Screening

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: Numbers Required

The Subdivision will be used for single family residential lots. Two off-street parking spaces will be provided per dwelling on the same parcel they intend to serve, which is twice the requirement specified in Subsection a. of 9-3-1.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

EXHIBIT C

BOOK G PAGE 195

The following provisions of the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owner's Association recorded in Official Records Book 1004, Page 1823 of the public records of St. Johns County, Florida, address the legal requirements for covenants and restrictions as set forth:

a. The Covenants shall provide for conveyance of the title of the common property to an ownership by the appropriate property owners association which shall be a duly constituted and legally responsible community association.

Article IV, Section 2 provides that "Developer may retain 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 for real property, taxes for the year in which the conveyance takes place, covenants, conditions, restrictions of record and any easements granted or reserved by the Developer pursuant to Section IV of this Agreement. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be as is." Julington Creek Plantation Property Owners' Association is a duly constituted property owners association filed with the Secretary of State of Florida.

- b. The use of the Common Property is granted to the owners of the Association. According to Article IV, Section 1, the members of the Association, their guests, invitees and mortgagees, all of which have the right and easement of enjoyment in and the Common Property for all proper and reasonable purposes and such easement shall be appurtenant to and pass with title to every Lot and Living Unit.
- c. Pursuant to the provisions of Article I, Section 1(b), the covenants shall assign responsibility for the management and maintenance of the Common Property to the proper property owners association. Pursuant to Article IV, Section 2, the Developer retains title to the Common Property until all improvements have been completed and the Association is in the position to maintain it. Accordingly, upon conveyance of the Common Property to the Association, it had the obligation to maintain that property. This is consistent with the definition of Common Property set forth in Article I, Section 1(b).

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- d. The covenants shall place responsibility for enforcement of the covenants upon the appropriate property owners association. Pursuant to the provisions of Article VII(4), the enforcement of this Amended Declaration may be made by the Association, the Developer or any owner and shall be by a proceeding at law or in equity against such person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants and restrictions.
- e. The Declaration shall permit the subjection of each Lot to an assessment for a proportionate share of maintenance costs.

Article V, Section I provides that the Developer for each Lot or Living Unit owned by it hereby covenants and each Owner of each 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.

All of the foregoing provisions are set forth in the Restated and Amended Declaration. As each new subdivision is brought on line it is subjected to these Restated Covenants and also to additional covenants unique to that particular subdivision pursuant to a Supplemental Declaration.

STATE OF FLORIDA COUNTY OF ST. JOHNS

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The foregoing instrument was acknowledged before me this 3 day of _______, 199 4, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation. He is personally known to me and did not take an oath.

Print Name:

Susan I. Hill

Notary Public, State of Commission Number:

Commission Number SUSAN L. HILL

NOTARY PUBLIC, STATE OF FLORIDA My Commission Expires Jan. 27, 1998 Commission No. CC 344906

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this day of 199 4, by J. Thomas Gillette, III, President of Julington Creek Plantation Property Owners' Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Print Name: Susan L. Hill
Notary Public, State of Florida
Commission Number:

SUSAN I. HILL
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Inn. 21, 1998
Commission No. CC 344409

EXHIBIT D

INDEMNITY AGREEMENT

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THIS AGREEMENT is made this 31 st day of MAY, 1994, by and among ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in Florida ("Atlantic Gulf"), JULINGTON CREEK PLANTATION PROPERTY OWNERS'S ASSOCIATION, INC., a Florida not for profit corporation ("Association") for the benefit of THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County").

IN CONSIDERATION of the approval of the County of that certain Resolution No. 93-191, permitting the installation of certain signs, landscaping, irrigation and fencing all on the terms and conditions more fully set forth in the Resolution, Atlantic Gulf and the Association hereby agree to be solely liable for and shall indemnify, defend and hold St. Johns County harmless from any and all loss, damage, claim, action, suit, judgement, cost or expense for injury to persons, including death or damage to property, including destruction in any manner arising from or out of the installation, maintenance or failure to repair, use, or existence of any and all signs, fencing, landscaping and irrigation installed with the County rights of way, in accordance with the Resolution.

IN WIT	NESS WHE	REOF, the	undersigned set their hands and seals as of this _	<i>3/8</i> 7day
of	MAY	, 199 <u>4</u> .		

ATLANTIC GOVE COMMUNITIES

By: //// / //// /// J. Thomas Gillette, III

Vice President

JULINGTON CREEK PLANTATION PROPERTY OWNERS' ASSOCIATION,

INC.

BvZ

J. Thomas Gillette, III

President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

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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. 94-148

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held August 23, 1994

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 6th day of September, 1994.

CARL "BUD" MARKEL,

FILED AND PLORROLLERK OF THE CIRCUIT COURT

Ex-officio Clerk of the Board of County

Commissioners of St. Johns County, Florida

94 SEP -8 AM 11: 14

Irma Pacetti, Deputy Clerk

CLERK OF CIRCUIT COURT

(seal)