

RESOLUTION 94 - 177 OF THE BOARD OF COUNTY COMMISSIONERS,

ST. JOHNS COUNTY, STATE OF FLORIDA,

APPROVING A FINAL DEVELOPMENT PLAN FOR

PONTE VEDRA BY THE SEA PUD/PSD

**P. U. D.** OFF. REC.  
BOOK 7 PAGE 210

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

SECTION 1: Pursuant to the request of Anoroc, Inc., (the "Applicant") for approval of a final development plan for Ponte Vedra By the Sea (the "PUD/PSD") described on Exhibit "1" attached hereto and zoned PUD pursuant to Ordinance No. 94-06, the "Final Development Plan, including the final development plan map attached hereto as Exhibit "A", and written text attached hereto as Exhibit "B" and other supporting documents (collectively, the "Final Development Plan"), which exhibits and supporting documents are incorporated by reference herein and made a part hereof, has been considered by the St. Johns County Planning and Zoning Agency and Board of County Commissioners.

SECTION 2: At separate public hearings held on August 15, 1994, and on September 1, 1994, respectively, the Ponte Vedra Zoning Board and St. Johns County Planning and Zoning Agency recommended approval of the Final Development Plan by unanimous vote.

SECTION 3: The need and justification for approval of the Final Development Plan has been considered in accordance with Sections 8-3 and 8-4 of the St. Johns County Zoning Ordinance and Comprehensive Plan whereby:

(A) The Final Development Plan is consistent with the Ponte Vedra By the Sea PUD/PSD; and

(B) The proposed intensity of development is consistent with that allowable by the PV-14 Commercial and PV-7E Residential Land Use of the Comprehensive Plan.

SECTION 4: The Final Development Plan is hereby approved in reliance upon, and in accordance with, the documents identified in Section 1, all representations and statements made therein and all supporting exhibits filed therewith and attached thereto.

SECTION 5: 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 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 States Constitutions.

**SECTION 6:** The applicant may not commence land clearing, site preparation or construction of any improvements described in the Final Development Plan 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 Water 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 7:** 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 Ponte Vedra By the Sea is recorded in the public records of St. Johns County, Florida.

SECTION 8: Notwithstanding any other provision of this Resolution, no construction shall occur within that portion of Parcel A lying within the seventy foot (70') drainage easement in favor of St. Johns County, until appropriate documents in a form acceptable to the County Attorney have been executed by the County reducing said seventy foot (70') drainage easement into a forty-five foot (45') drainage easement in favor of the County, to be maintained by the PUD's Homeowners' Association, as authorized by the terms of PUD Ordinance No. 94-06.

PASSED AND ADOPTED this 13 day of September, 1994.

BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, FLORIDA

By Delan Roberts  
Its Chairman

Adopted regular meeting: September 13, 1994  
Effective: September 13, 1994

CARL "BUD" MARKEL  
Clerk of the Court

By Irma Pacetti  
Deputy Clerk - Irma Pacetti



JOHN'S COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 13, THENCE NORTH 10° 10' 00" E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 10' 00" E., ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET; THENCE S. 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S. 10° 10' 00" E., A DISTANCE OF 124.98 FEET; THENCE S. 67° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S. 05° 01' 45" E., A DISTANCE OF 31.01 FEET; THENCE N. 33° 27' 14" W., A DISTANCE OF 11.09 FEET; THENCE S. 56° 37' 14" E., A DISTANCE OF 22.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONVEX IMMEDIATELY HAVING A RADIUS OF 44.22 FEET; THENCE NORTH-EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 27° 30' 00" E., AN ARC DISTANCE OF 32.38 FEET AND A CHORD DISTANCE OF 19.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 11° 18' 38" W., A DISTANCE OF 52.00 FEET; THENCE N. 05° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N. 01° 01' 11" E., A DISTANCE OF 103.88 FEET; THENCE N. 09° 18' 30" W., A DISTANCE OF 41.27 FEET; THENCE N. 33° 40' 14" W., A DISTANCE OF 19.89 FEET; THENCE N. 33° 09' 31" W., A DISTANCE OF 28.83 FEET; THENCE N. 05° 30' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B  
LEGAL DESCRIPTION  
PAGE TWO

P. U. D. OFF. REC.  
BOOK F PAGE 270

PARCEL E

A PART OF THE PHILIP SOLANA GRANT, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 13, THENCE NORTH 10° 10' 00" E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 10' 00" E., ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET; THENCE S. 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S. 10° 10' 00" E., A DISTANCE OF 124.98 FEET; THENCE S. 67° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S. 05° 01' 45" E., A DISTANCE OF 31.01 FEET; THENCE N. 33° 27' 14" W., A DISTANCE OF 11.09 FEET; THENCE S. 56° 37' 14" E., A DISTANCE OF 22.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONVEX IMMEDIATELY HAVING A RADIUS OF 44.22 FEET; THENCE NORTH-EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 27° 30' 00" E., AN ARC DISTANCE OF 32.38 FEET AND A CHORD DISTANCE OF 19.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 11° 18' 38" W., A DISTANCE OF 52.00 FEET; THENCE N. 05° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N. 01° 01' 11" E., A DISTANCE OF 103.88 FEET; THENCE N. 09° 18' 30" W., A DISTANCE OF 41.27 FEET; THENCE N. 33° 40' 14" W., A DISTANCE OF 19.89 FEET; THENCE N. 33° 09' 31" W., A DISTANCE OF 28.83 FEET; THENCE N. 05° 30' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.68 ACRES MORE OR LESS.

P. U. D. OFF. REC.  
BOOK G PAGE 15

A PART OF THE PHILIP SOLANA GRANT, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 13, THENCE NORTH 10° 10' 00" E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 10' 00" E., ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET; THENCE S. 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S. 10° 10' 00" E., A DISTANCE OF 124.98 FEET; THENCE S. 67° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S. 05° 01' 45" E., A DISTANCE OF 31.01 FEET; THENCE N. 33° 27' 14" W., A DISTANCE OF 11.09 FEET; THENCE S. 56° 37' 14" E., A DISTANCE OF 22.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONVEX IMMEDIATELY HAVING A RADIUS OF 44.22 FEET; THENCE NORTH-EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 27° 30' 00" E., AN ARC DISTANCE OF 32.38 FEET AND A CHORD DISTANCE OF 19.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 11° 18' 38" W., A DISTANCE OF 52.00 FEET; THENCE N. 05° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N. 01° 01' 11" E., A DISTANCE OF 103.88 FEET; THENCE N. 09° 18' 30" W., A DISTANCE OF 41.27 FEET; THENCE N. 33° 40' 14" W., A DISTANCE OF 19.89 FEET; THENCE N. 33° 09' 31" W., A DISTANCE OF 28.83 FEET; THENCE N. 05° 30' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.18 ACRES MORE OR LESS.

PARCEL F

A PART OF GOVERNMENT LOT B, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PHILIP SOLANA GRANT, SECTION 13, SAID TOWNSHIP AND RANGE; THENCE NORTH 10° 10' 00" E., ALONG THE NORTH LINE OF SECTION 13, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 10' 00" E., ALONG SAID NORTH LINE OF SECTION 13, A DISTANCE OF 73.17 FEET; THENCE N. 05° 30' 00" W., A DISTANCE OF 308.25 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CHOROLA ROAD, COUNTY ROAD NO. 218 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 218); THENCE S. 08° 10' 00" W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S. 15° 45' 35" E., A DISTANCE OF 32.94 FEET; THENCE S. 14° 30' 00" W., A DISTANCE OF 87.04 FEET; THENCE S. 05° 20' 00" W., A DISTANCE OF 45.00 FEET; THENCE S. 30° 37' 31" E., A DISTANCE OF 67.26 FEET; THENCE S. 08° 00' 25" E., A DISTANCE OF 84.54 FEET TO THE POINT OF BEGINNING.

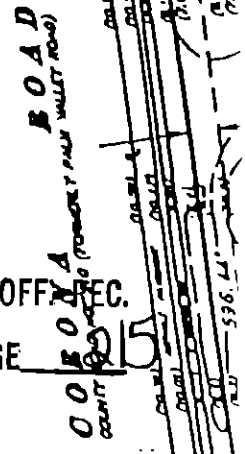


EXHIBIT B  
LEGAL DESCRIPTION  
PAGE THREE

P. U. D. OFF. REC.

BOOK G PAGE 216

91 MAR 15 PM 2:01

CLERK OF COUNTY COURT

P. U. D. OFF. REC.  
BOOK F PAGE 271

PARCEL 9

A part of the Phillip Salena Grant, Section 13, Township 3 South, Range 29 East, 31, Johns County, Florida, being more particularly described as follows: COINCIDENCE at the corner common to Section 17, 17, 11, and 18, said Township and Range; thence North 15°10'00" West along the dividing line between said Sections 17 and 13, a distance of 400.12 feet to the southwest corner of those certain lands described in Official Records Volume 361, Page 196 of the Public Records of said County; thence North 16°10'46" East along the southerly line of said last mentioned lands, 306.06 feet to the southeast corner thereof for a POINT OF BEGINNING; thence North 11°53'40" West along the easterly line of said last mentioned lands, 316.57 feet to the west northerly corner of said last mentioned lands, said point being situated in the easterly line of those certain lands described in Official Records Volume 318, Page 180 of said Public Records; thence North 10°51'00" East along last said line, 84.06 feet; thence North 16°13'22" East along the southerly line of those certain lands described in Official Records Volume 318, Page 183 of said Public Records, a distance of 177.37 feet to the southeast corner of said last mentioned lands; thence South 03°10'00" East, 157.86 feet; thence South 18°10'46" West, 124.11 feet to the POINT OF BEGINNING.

Containing 6.9878 acres, more or less.

POINT OF COMMENCEMENT  
NORTH CORNER OF SECTION 13

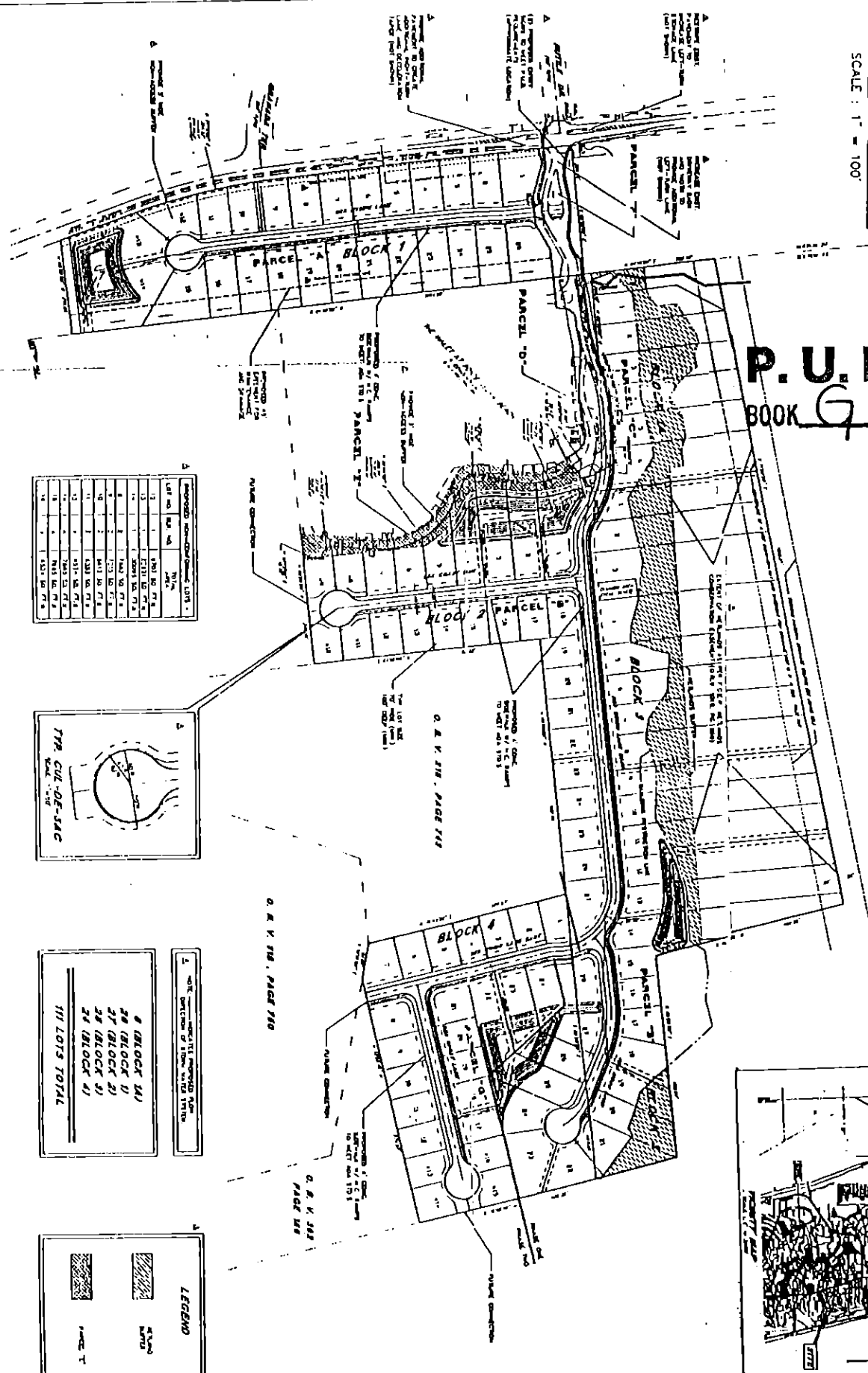
SECTION 13





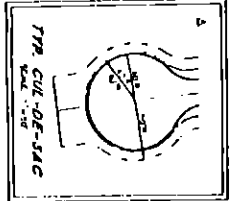
SCALE: 1" = 100'

P. U. D. OFF. REC.  
BOOK G PAGE 218



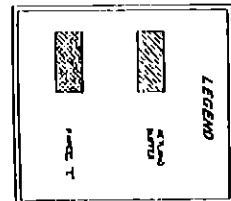
PROPOSED DEVELOPING LOTS

Lot No.	Area	Area	Area
1	1,500	1,500	1,500
2	1,500	1,500	1,500
3	1,500	1,500	1,500
4	1,500	1,500	1,500
5	1,500	1,500	1,500
6	1,500	1,500	1,500
7	1,500	1,500	1,500
8	1,500	1,500	1,500
9	1,500	1,500	1,500
10	1,500	1,500	1,500
11	1,500	1,500	1,500
12	1,500	1,500	1,500
13	1,500	1,500	1,500
14	1,500	1,500	1,500
15	1,500	1,500	1,500
16	1,500	1,500	1,500
17	1,500	1,500	1,500
18	1,500	1,500	1,500
19	1,500	1,500	1,500
20	1,500	1,500	1,500
21	1,500	1,500	1,500
22	1,500	1,500	1,500
23	1,500	1,500	1,500
24	1,500	1,500	1,500
25	1,500	1,500	1,500
26	1,500	1,500	1,500
27	1,500	1,500	1,500
28	1,500	1,500	1,500
29	1,500	1,500	1,500
30	1,500	1,500	1,500
31	1,500	1,500	1,500
32	1,500	1,500	1,500
33	1,500	1,500	1,500
34	1,500	1,500	1,500
35	1,500	1,500	1,500
36	1,500	1,500	1,500
37	1,500	1,500	1,500
38	1,500	1,500	1,500
39	1,500	1,500	1,500
40	1,500	1,500	1,500
41	1,500	1,500	1,500
42	1,500	1,500	1,500
43	1,500	1,500	1,500
44	1,500	1,500	1,500
45	1,500	1,500	1,500
46	1,500	1,500	1,500
47	1,500	1,500	1,500
48	1,500	1,500	1,500
49	1,500	1,500	1,500
50	1,500	1,500	1,500



WITH DEVELOPING LOTS

Block	Area
1 (BLOCK 1)	1,500
2 (BLOCK 2)	1,500
3 (BLOCK 3)	1,500
4 (BLOCK 4)	1,500
<b>TOTAL</b>	<b>6,000</b>



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK G PAGE 219

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. 94-177

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, STATE OF FLORIDA APPROVING A FINAL DEVELOPMENT PLAN FOR PONTE VEDRA BY THE SEA PUD/PSD.

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 15 day of September, 1994.

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

By: Irma Pacetti  
Irma Pacetti, Deputy Clerk

(seal)

EXHIBIT B TO  
FINAL DEVELOPMENT PLAN FOR  
PONTE VEDRA BY THE SEA  
ZONED PUD/PSD PURSUANT TO ORD 94-06

Applicant:

ANOROC, INC.

Attorneys for Applicant:

UPCHURCH, BAILEY AND UPCHURCH, P.A.

By: John D. Bailey, Jr.  
John D. Bailey, Jr.

INTRODUCTION

**P. U. D.** OFF. REC.  
BOOK 6 PAGE 221

Attached hereto is all materials, drawings, information and other documentation, as required by Sections 8-3 and 8-4, St. Johns County Zoning Ordinance, concerning the final development plan for Ponte Vedra By the Sea PUD/PSD (the "PUD/PSD"). The Final Development Plan consists of the final development plan map identified and referred to as Exhibit "A" and this final development plan text identified and referred to as Exhibit "B".

A legal description of the Property is attached as Exhibit "1" to this Exhibit "B". The area encompassed by the Final Development Plan is located east of A1A, south of CR 210, and west of Ponte Vedra Boulevard in northeastern St. Johns County. That portion of the Property identified as Parcel "A" on Exhibit "A" is zoned PSD and located within the Ponte Vedra Zoning District. The balance of the Property is zoned PUD and located within St. Johns County's Zoning District. Under the approved PUD, the property may be used for up to one hundred eleven (111) single-family units, twenty-six (26) of which will be located within that portion of the Property zoned PSD and eighty-five (85) within that portion zoned PUD. All references herein to the Ponte Vedra Zoning District, its regulations and the approval of the Ponte Vedra Zoning Board shall apply only to that portion of the project zoned PSD and located within the Ponte Vedra Zoning District.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on Exhibit "A", the applicant 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 Ponte Vedra By the Sea 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).

**P. U. D.** OFF. REC.  
BOOK G PAGE 223

**8-4-1**      Density of Development

The total ground occupied by buildings and structures for residential use shall not exceed thirty-five percent (35%) of the total ground area of that portion of the PUD/PSD devoted to residential use. Coverage by impervious surfacing shall not exceed forty percent (40%) of the area of any lot within the Ponte Vedra Zoning District. The above maximum coverage by impervious surfacing may be exceeded upon approval by the Ponte Vedra Zoning Board of a minor adjustment to the PSD as per Section 8A-2-4(a) of the County's Zoning Ordinance. Subject to compliance with the PUD's minimum lot size and width requirements, the applicant reserves the right to modify lot lines prior to approval of the final plat in order to satisfy the requirements of the St. Johns County Engineering or Public Works Department or any other regulatory agency having jurisdiction over the PUD.

**8-4-2**      Open Space

The open space within the PUD/PSD consists of the area designated as "common area" and located adjacent to Lot 1, Block 1A consisting of 0.44 acres, and the area located within the recorded Conservation Easement consisting of 8.14 acres, more or less, all as shown on Exhibit "A". Fee title to the land within the recorded Conservation Easement shall be held by the owners of Lots 1-6, Block 1A and Lots 1-14, Block 3, subject to the Conservation Easement. The open space shall be maintained by the PUD/PSD's

Homeowners' Association or the owners of the above described lots,  
as applicable.

**P. U. D. OFF. REC.**  
**BOOK G PAGE 224**

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

All development which is to occur within the property will comply with the spirit and intent of the St. Johns County Zoning Ordinance. The PUD/PSD will consist of one hundred eleven (111) lots as shown on Exhibit "A", twenty-six (26) of which will be located within that portion of the project zoned PSD and eighty-five (85) within that portion zoned PUD. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. All residences shall contain a minimum of one thousand eight hundred (1,800) square feet of heated and cooled area.

As permitted by the PUD/PSD, there are certain non-conforming lots which do not meet the PUD/PSD's typical lot size of 70' x 100'. These non-conforming lots are identified on Exhibit "A". All lots shall be a minimum of 6,300 square feet in area. Non-conforming lots shall be used for single-family purposes, subject to meeting the maximum lot coverage restriction and minimum square footage and setback requirements (and the maximum impervious surfacing restriction as to non-conforming lots located within the Ponte Vedra Zoning District).

The minimum setbacks for the lots shall be twenty feet (20') for front yards, five feet (5') for side yards and ten feet (10') for rear yards. Setbacks for accessory uses shall be twenty feet

(20') for front yards and three feet (3') for side and rear yards. The minimum lot width at the building setback line shall be seventy feet (70'). The lots located in Block 2 will front on the PUD's interior road and not on Parcel E. Setbacks may be reduced upon the approval by St. Johns County (and the Ponte Vedra Zoning Board as to that portion of the project located within the Ponte Vedra Zoning District) of a minor adjustment to the PUD/PSD as per Sections 8A-2-4(a) or 8-2-4(a), as applicable. These minimum setbacks shall be measured from the exterior wall of the residence and, upon approval of St. Johns County (and the Ponte Vedra Zoning Board as to that portion of the project located within the Ponte Vedra Zoning District), are subject to the applicant's right to release lots from minor setback violations (less than 10%) as set forth in the Declaration of Covenants and Restrictions applicable to the Property. Eaves and cornices may project beyond the minimum setbacks established in this paragraph. Detached garages and screened enclosures located on that portion of the project within the Ponte Vedra Zoning District shall be treated as structures and not accessory uses for setback purposes.

Parcel E is occupied by Sea Winds Lane, an existing road which provides access to the Innlett at Ponte Vedra Beach, an adjoining condominium.

The maximum height of residences within the subdivision shall be thirty-five feet (35'). Provided, no residence located within the Ponte Vedra Zoning District, being that portion of the project described as Parcel "A" on Exhibit "A", shall exceed two (2)



stories in height.

Temporary sales offices and model homes for Phase One may be located in Block 1A. Temporary sales offices and model homes for Phase Two may be located in Block 1A, 3 or 4. In addition, up to three (3) construction/office trailers may be located within the PUD/PSD during the period of construction of the subdivision improvements. All construction/office trailers shall be removed from the Property within thirty (30) days following completion and approval by the County of the subdivision improvements. The sales office shall be removed within thirty (30) days following the sale of the last lot or residence offered for sale within the PUD/PSD by the applicant or any successor developer.

Water and sewer for the PUD/PSD shall be furnished by Jax Suburban Utilities.

The existing entrance off Corona Road will be reworked to provide a left-turn lane, in compliance with Ordinance 86-4 and the terms of the PUD.

No residences, accessory uses, structures or other improvements may be constructed on the lots until the plans and specifications for such have been approved by the PUD/PSD's Architectural Review Board (the "ARB") in the manner specified in the Declaration of Covenants and Restrictions. No building permits shall be issued until the building plans have been approved by the ARB and by St. Johns County (and the Ponte Vedra Zoning Board as to that portion of the project located within the Ponte Vedra Zoning District).

Accessory uses such as swimming pools, fountains, whirlpools, privacy walls, detached garages and the like shall be permitted to be constructed on the lots, subject to the approval of the ARB. Privacy walls must be located and constructed as specified in the PUD/PSD. Privacy walls may be located on lot lines but not within drainage easements. Any privacy wall located along the project's frontage on Corona Road, or otherwise within the Ponte Vedra Zoning District, being that portion of the project described as Parcel "A" on Exhibit "A", shall not exceed six feet (6') in height.

The common area well tract located on Lot 3, Block 3, will be conveyed to the Homeowners' Association, subject to the well rights of Jax Suburban Utilities. The well tract may be landscaped and enclosed with a privacy wall. The well will be maintained by Jax Suburban Utilities and any privacy wall and landscaping by the Association.

Two (2) entry signs will be located within Parcel F as shown on Exhibit "A". One of the signs is the entry sign for the Innlet at Ponte Vedra Beach which will be rebuilt by the applicant. The second sign is a new entry sign for the PUD/PSD. Both signs will be setback six feet (6') from the paved edge of the entrance road, have a maximum height of six feet (6') and maximum size of sixty (60) square feet and, at the option of the applicant, be lighted. The signs will be located so as to not obstruct visibility from adjoining roadways.

Concrete sidewalks of a width of four feet (4') shall be installed along one (1) side of the PUD/PSD's interior roadways, as

shown on Exhibit "A".

Exhibit "A" shows the location of drainage easements which serve as inlets and outfalls to retention areas within the PUD/PSD and shown on Exhibit "A". All of such drainage easements shall remain undeveloped and unobstructed and no residences, accessory uses, privacy walls or other structures may be located therein. This prohibition shall be included within the Declaration of Covenants and Restrictions applicable to the PUD/PSD.

The Association will be responsible for maintenance of and will be granted an easement over the retention areas shown on Exhibit "A" in Lots 13 and 14, Block 1, Lots 1-5, Block 2, Lots 11-15, Block 3, Lots 24-28, Block 3 and Lots 22-24, Block 4 and Lots 14-26, Block 1. The applicant has also agreed to grant the County an easement over the forty-five foot (45') drainage easement located on Lots 14-26, Block 1. The Association shall be responsible for maintenance of said forty-five foot (45') drainage easement located on Lots 14-26, Block 1.

The conservation area shown on Exhibit "A" in Blocks 1A and 3 was created by a conservation easement previously recorded in the public records. As previously stated, the owners of the affected lots in Blocks 1A and 3 will take title subject to this recorded Conservation Easement. The conservation area is listed as Open Space in Section 8-4-2.

The conservation area may be used for:

- a. Activities authorized pursuant to State of Florida Department of Environmental Regulation Dredge and Fill Permit

Number 551272802;

b. Overhead and underground electric utility lines and cable crossings; and

c. Pile supported boardwalks, nature trails, picnic areas and other passive recreational facilities.

The hatched area located adjacent to the conservation area is a wetlands buffer and building restriction line which will prevent development (other than as specified above) from occurring within twenty-five feet (25') of the conservation area. This building restriction line will be recorded on the plat.

**8-4-4 Project Size**

The PUD consists of approximately thirty-nine (39) acres.

**8-4-5 Support Legal Documents for Open Space**

The Declaration of Covenants, Conditions, Restrictions and Easements for Ponte Vedra By the Sea assures adequate maintenance and management of all areas encompassed within this Final Development Plan and proposed for common ownership by residents of the PUD/PSD.

Specifically:

a. The Covenants and Restrictions provide for conveyance or dedication of the common areas, common roads and stormwater retention system to the Homeowners' Association (see attached Sections G and H of Article I and Section 4 of Article IV).

b. The Covenants and Restrictions limit the use of the common areas for the purposes for which they are intended (see

attached Article IV of Covenants).

c. The Covenants and Restrictions assign responsibility for the management and maintenance of the common areas to the Homeowners' Association (see attached Section 5 of Article IX of Covenants).

d. The Covenants and Restrictions place responsibility for the enforcement of the Covenants and Restrictions in the Association (see attached Section 1 of Article V and Section 4 of Article X of Covenants).

e. The Covenants and Restrictions permit the Association to assess each unit for its proportional share of the cost of maintaining and managing the common areas (see attached Article VI of Covenants).

The above referenced sections of the Declaration of Covenants, Conditions, Restrictions and Easements are attached hereto and incorporated herein.

**8-4-6      Access**

As depicted in Exhibit "A", each lot within the PUD/PSD is provided vehicular access via private roads which are to be owned and maintained by the Homeowners' Association. Each owner of a lot, including the applicant, shall be a member of the Homeowners' Association.

**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 Homeowners' Association.

8-4-8 Community Facilities

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a. At the request of the County, a drainage and access easement of a width of forty-five feet (45') will be dedicated to St. Johns County.

None of the other 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 specifically in Sections 9-1-1 through 9-4-1 of this text.

c. Exhibit "A" 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. The location 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 structures 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 Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable 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 Exhibit "A" shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance Number 86-4, as amended with the exceptions as noted in the approved PUD/PSD.

**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 Exhibit "A". 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 shall 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. Provided, clearing of road right-of-ways may commence after issuance of a permit from the St. Johns River Water Management District and conceptual approval of the detailed drainage plans by the County Engineering Department.

**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      Entrances and Exits**

The location and design of the entrances and/or exits within the PUD shall be in accordance with County specifications.

**9-1-4      Interior Drives**

As shown on Exhibit "A", there will be no interior drives on the Property.

**9-1-5      Marking of Parking Spaces**

As shown on Exhibit "A", there will be no parking spaces in lots of ten (10) or more.

**9-1-6      Lighting**

Street 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 300 feet on center. Such lighting shall be designed and installed to minimize glare on adjacent property.

**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 within the PUD/PSD.



**9-2            Location**

The required off-street parking facilities will consist of private driveways and garages to be located upon the lots they are intended to serve.

**9-3-1            Off Street Parking: Numbers Required**

Sufficient off street parking spaces have been provided to meet the requirements of sub-section (a) of 9-3-1.

**9-4-1            Off Street Loading, Requirements**

This section does not apply to the PUD/PSD as it contains no commercial uses:

c.    The Final Development Plan 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. The property will be afforded fire protection by existing fire hydrants installed within the development.

d.    All utilities serving the property including telephone, power, cable television, sewer lines and water lines will be installed underground. All storm water facilities shall be designed and constructed in accordance with applicable County regulations.

e. All streets located within the development shall be designed in accordance with St. Johns County standards or equal thereto.

Applicant:  
ANOROC, INC.

**P. U. D. OFF. REC.**  
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Attorneys for Applicant:

UPCHURCH, BAILEY AND UPCHURCH, P.A.

By: John D. Bailey, Jr.  
John D. Bailey, Jr.

PAGE 1

A PART OF GOVERNMENT LOTS 9 AND 8, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31, JONES COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE PUBLIC SQUARE GRANT, SECTION 13 OF SAID TOWNSHIP AND RANGE; THENCE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 102.73 FEET TO THE POINT OF BEGINNING; THENCE S. 03° 50' W. A DISTANCE OF 114.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD (COUNTY ROAD 318), A 40 FOOT RIGHT-OF-WAY AS THIS ESTABLISHMENT BEING N. 12° 10' 05" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 123.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1472.11 FEET; THENCE CURVATURE ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD, ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 359.38 FEET, A CHORD BEARING OF N. 27° 15' 07" E., AND A CHORD DISTANCE OF 351.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 81° 10' E., CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 316.14 FEET TO THE NORTHEAST CORNER OF THE LOTS BEING FOR WHICH THIS DEED IS DESCRIBED IN OFFICIAL RECORDS VOLUME 842, PAGE 237 OF THE PUBLIC RECORDS OF 31, JONES COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOTS BEING THE FOLLOWING COURSE: (1) S. 17° 15' 35" E., A DISTANCE OF 37.84 FEET; (2) S. 15° 30' W., A DISTANCE OF 87.00 FEET; (3) S. 05° 10' E., A DISTANCE OF 45.00 FEET; (4) S. 30° 30' E., A DISTANCE OF 67.84 FEET; (5) S. 00° 15' E., A DISTANCE OF 44.50 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE ABOVE SAID SECTION 13; THENCE S. 01° 10' W., ALONG SAID LINE, A DISTANCE OF 132.81 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE WESTERLY 20 FEET

P. U. D. OFF. REC.  
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PAGE 2

A PART OF THE PUBLIC SQUARE GRANT, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31, JONES COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE ABOVE SAID SECTION 13; THENCE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1142.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 81° 10' E., ALONG SAID NORTH LINE, A DISTANCE OF 187.17 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 100 FOOT RIGHT-OF-WAY AND EASEMENT FOR DRAINAGE, AS DESCRIBED IN OFFICIAL RECORDS VOLUME 735, PAGE 237 OF THE PUBLIC RECORDS OF 31, JONES COUNTY, FLORIDA; THENCE S. 17° 15' 35" E., ALONG SAID CENTERLINE, A DISTANCE OF 1510.51 FEET; THENCE S. 05° 10' E., A DISTANCE OF 137.00 FEET; THENCE S. 05° 10' E., A DISTANCE OF 485.00 FEET; THENCE S. 17° 15' 35" E., A DISTANCE OF 101.15 FEET; THENCE S. 05° 10' E., A DISTANCE OF 1212.82 FEET; THENCE S. 01° 10' W., A DISTANCE OF 327.13 FEET; THENCE N. 03° 20' W., A DISTANCE OF 204.15 FEET TO THE SOUTHWEST CORNER OF THE PLOT AT POINT WYMA BEACH, A COMPOUND, RECORDED IN OFFICIAL RECORDS VOLUME 801, PAGE 132 OF THE ABOVE SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PLOT AT POINT WYMA BEACH, THE FOLLOWING COURSE: (1) N. 45° 15' 55" E., A DISTANCE OF 12.18 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.18 FEET; (2) ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.18 FEET, A CHORD BEARING OF N. 45° 15' 55" E., AND A CHORD DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S. 85° 30' 00" E., A DISTANCE OF 101.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 101.88 FEET; (4) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 101.88 FEET, A CHORD BEARING OF N. 85° 30' 00" E., AND A CHORD DISTANCE OF 101.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (5) N. 25° 32' 30" E., A DISTANCE OF 55.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 33.33 FEET; (6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 14.94 FEET, A CHORD BEARING OF N. 25° 32' 30" E., AND A CHORD DISTANCE OF 14.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (7) S. 01° 10' W., A DISTANCE OF 22.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.87 FEET; (8) EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.18 FEET, A CHORD BEARING OF N. 45° 15' 55" E., AND A CHORD DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (9) N. 45° 15' 55" E., A DISTANCE OF 22.83 FEET; (10) S. 22° 30' 00" E., A DISTANCE OF 31.01 FEET; (11) N. 45° 15' 55" E., A DISTANCE OF 21.01 FEET; (12) S. 01° 10' W., A DISTANCE OF 10.18 FEET TO AN INTERSECTION WITH THE WEST LINE OF A 100 FOOT RIGHT-OF-WAY AND EASEMENT FOR DRAINAGE, CROSS AND BEARING, AS DESCRIBED IN OFFICIAL RECORDS VOLUME 735, PAGE 237 OF THE ABOVE SAID PUBLIC RECORDS; THENCE S. 05° 10' E., ALONG SAID WEST LINE, A DISTANCE OF 10.18 FEET; THENCE N. 81° 10' E., A DISTANCE OF 129.87 FEET; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF THE PUBLIC SQUARE GRANT, THE FOLLOWING COURSE: (1) N. 00° 10' W., A DISTANCE OF 37.75 FEET; (2) N. 10° 30' 00" E., A DISTANCE OF 31.88 FEET; (3) N. 00° 10' W., A DISTANCE OF 14.90 FEET; (4) N. 33° 15' 00" W., A DISTANCE OF 30.89 FEET; (5) N. 00° 10' W., A DISTANCE OF 50.13 FEET; (6) N. 50° 15' 00" W., A DISTANCE OF 12.00 FEET; (7) N. 12° 30' 00" W., A DISTANCE OF 10.83 FEET; (8) N. 10° 30' 00" W., A DISTANCE OF 2.00 FEET; (9) N. 00° 10' W., A DISTANCE OF 17.18 FEET; (10) N. 10° 30' 00" W., A DISTANCE OF 12.81 FEET; (11) N. 00° 10' W., A DISTANCE OF 10.50 FEET; (12) S. 00° 22' 30" E., A DISTANCE OF 51.00 FEET; (13) N. 33° 15' 00" W., A DISTANCE OF 31.33 FEET; (14) N. 00° 30' 00" W., A DISTANCE OF 50.11 FEET TO THE POINT OF BEGINNING.

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS (PARTS) OF THE ABOVE SAID SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31, JONES COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE ABOVE SAID SECTION 13; THENCE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1313.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF A 100 FOOT RIGHT-OF-WAY AND EASEMENT FOR DRAINAGE, CROSS AND BEARING AS DESCRIBED IN OFFICIAL RECORDS VOLUME 735, PAGE 237 OF THE PUBLIC RECORDS OF 31, JONES COUNTY, FLORIDA; THENCE S. 05° 10' E., ALONG THE WEST LINE OF SAID 100 FOOT RIGHT-OF-WAY AND EASEMENT, A DISTANCE OF 1142.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 102.73 FEET TO THE POINT OF BEGINNING; THENCE S. 03° 50' W. A DISTANCE OF 114.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD (COUNTY ROAD 318), A 40 FOOT RIGHT-OF-WAY AS THIS ESTABLISHMENT BEING N. 12° 10' 05" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 123.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1472.11 FEET; THENCE CURVATURE ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD, ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 359.38 FEET, A CHORD BEARING OF N. 27° 15' 07" E., AND A CHORD DISTANCE OF 351.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 81° 10' E., CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 316.14 FEET TO THE NORTHEAST CORNER OF THE LOTS BEING FOR WHICH THIS DEED IS DESCRIBED IN OFFICIAL RECORDS VOLUME 842, PAGE 237 OF THE PUBLIC RECORDS OF 31, JONES COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOTS BEING THE FOLLOWING COURSE: (1) S. 17° 15' 35" E., A DISTANCE OF 37.84 FEET; (2) S. 15° 30' W., A DISTANCE OF 87.00 FEET; (3) S. 05° 10' E., A DISTANCE OF 45.00 FEET; (4) S. 30° 30' E., A DISTANCE OF 67.84 FEET; (5) S. 00° 15' E., A DISTANCE OF 44.50 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE ABOVE SAID SECTION 13; THENCE S. 01° 10' W., ALONG SAID LINE, A DISTANCE OF 132.81 FEET TO THE POINT OF BEGINNING.

PAGE 3

A PART OF THE PUBLIC SQUARE GRANT, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31, JONES COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1313.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 81° 10' E., ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 102.73 FEET TO THE POINT OF BEGINNING; THENCE S. 03° 50' W. A DISTANCE OF 114.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD (COUNTY ROAD 318), A 40 FOOT RIGHT-OF-WAY AS THIS ESTABLISHMENT BEING N. 12° 10' 05" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 123.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1472.11 FEET; THENCE CURVATURE ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONYIA ROAD, ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 359.38 FEET, A CHORD BEARING OF N. 27° 15' 07" E., AND A CHORD DISTANCE OF 351.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 81° 10' E., CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 316.14 FEET TO THE NORTHEAST CORNER OF THE LOTS BEING FOR WHICH THIS DEED IS DESCRIBED IN OFFICIAL RECORDS VOLUME 842, PAGE 237 OF THE PUBLIC RECORDS OF 31, JONES COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOTS BEING THE FOLLOWING COURSE: (1) S. 17° 15' 35" E., A DISTANCE OF 37.84 FEET; (2) S. 15° 30' W., A DISTANCE OF 87.00 FEET; (3) S. 05° 10' E., A DISTANCE OF 45.00 FEET; (4) S. 30° 30' E., A DISTANCE OF 67.84 FEET; (5) S. 00° 15' E., A DISTANCE OF 44.50 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE ABOVE SAID SECTION 13; THENCE S. 01° 10' W., ALONG SAID LINE, A DISTANCE OF 132.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT  
1

40' FRONT  
EASEMENT  
PARCEL 7

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A PART OF THE PHILIP STRAND GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31. JORDIS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 43; THENCE NORTH 10° 00' E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 00' E., ALONG SAID NORTH LINE A DISTANCE OF 89.77 FEET; THENCE S 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S 10° 00' 00" W., A DISTANCE OF 48.71 FEET; THENCE S 09° 31' 20" E., A DISTANCE OF 59.81 FEET; THENCE S 02° 01' 45" E., A DISTANCE OF 124.98 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 31.01 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 50.01 FEET; THENCE N 58° 37' 14" E., A DISTANCE OF 25.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 44.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N 27° 38' 00" E. AN ARC DISTANCE OF 52.38 FEET AND A CHORD DISTANCE OF 49.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 11° 18' 58" W., A DISTANCE OF 57.00 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N 01° 01' 11" E., A DISTANCE OF 105.88 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 19.89 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 28.83 FEET; THENCE N 03° 50' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B  
LEGAL DESCRIPTION  
PAGE TWO

P.U.D. OFF. REC.  
BOOK F PAGE 270

PARCEL E

A PART OF THE PHILIP STRAND GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31. JORDIS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 43; THENCE NORTH 10° 00' E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 00' E., ALONG SAID NORTH LINE A DISTANCE OF 89.77 FEET; THENCE S 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S 10° 00' 00" W., A DISTANCE OF 48.71 FEET; THENCE S 09° 31' 20" E., A DISTANCE OF 59.81 FEET; THENCE S 02° 01' 45" E., A DISTANCE OF 124.98 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 31.01 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 50.01 FEET; THENCE N 58° 37' 14" E., A DISTANCE OF 25.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 44.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N 27° 38' 00" E. AN ARC DISTANCE OF 52.38 FEET AND A CHORD DISTANCE OF 49.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 11° 18' 58" W., A DISTANCE OF 57.00 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N 01° 01' 11" E., A DISTANCE OF 105.88 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 19.89 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 28.83 FEET; THENCE N 03° 50' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.88 ACRES MORE OR LESS.

P.U.D. OFF. REC.  
BOOK G PAGE 237

PARCEL F

A PART OF THE PHILIP STRAND GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31. JORDIS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 43; THENCE NORTH 10° 00' E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 00' E., ALONG SAID NORTH LINE A DISTANCE OF 89.77 FEET; THENCE S 05° 20' 00" W., A DISTANCE OF 208.12 FEET; THENCE S 10° 00' 00" W., A DISTANCE OF 48.71 FEET; THENCE S 09° 31' 20" E., A DISTANCE OF 59.81 FEET; THENCE S 02° 01' 45" E., A DISTANCE OF 124.98 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 50.14 FEET; THENCE S 87° 03' 00" W., A DISTANCE OF 31.01 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 50.01 FEET; THENCE N 58° 37' 14" E., A DISTANCE OF 25.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 44.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N 27° 38' 00" E. AN ARC DISTANCE OF 52.38 FEET AND A CHORD DISTANCE OF 49.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 11° 18' 58" W., A DISTANCE OF 57.00 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 25.88 FEET; THENCE N 01° 01' 11" E., A DISTANCE OF 105.88 FEET; THENCE N 09° 35' 00" W., A DISTANCE OF 19.89 FEET; THENCE N 37° 27' 40" W., A DISTANCE OF 28.83 FEET; THENCE N 03° 50' 00" W., A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.48 ACRES MORE OR LESS.

PARCEL F

A PART OF GOVERNMENT LOT 8, SECTION 27, TOWNSHIP 3 SOUTH, RANGE 28 EAST, 31. JORDIS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PHILIP STRAND GRANT, SECTION 43 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 10° 00' E., ALONG THE NORTH LINE OF SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10° 00' E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 73.17 FEET; THENCE N 03° 50' 00" W., A DISTANCE OF 309.25 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CONDOM ROAD, COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 210); THENCE S 15° 45' 35" E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S 15° 45' 35" E., A DISTANCE OF 32.90 FEET; THENCE S 11° 50' 00" W., A DISTANCE OF 82.01 FEET; THENCE S 05° 20' 00" W., A DISTANCE OF 85.00 FEET; THENCE S 30° 17' 31" E., A DISTANCE OF 87.78 FEET; THENCE S 06° 08' 25" E., A DISTANCE OF 84.54 FEET TO THE POINT OF BEGINNING.

ROAD  
 DONA  
 COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD)

1  
P. U. D. OFF. REC.  
BOOK G PAGE 238

EXHIBIT B  
LEGAL DESCRIPTION  
PAGE THREE

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CLERK OF DISTRICT COURT

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BOOK F PAGE 271

PARCEL G

A part of the Phillip Solano Grant, Section 43, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the corner common to Section 37, 43, 44, and 46, said Township and Range; thence North 15°18'00" West along the dividing line between said Sections 37 and 43, a distance of 800.42 feet to the southwest corner of those certain lands described in Official Records Volume 367, Page 186 of the Public Records of said County; thence North 76°40'48" East along the southerly line of said last mentioned lands, 508.84 feet to the Southeast corner thereof for a POINT OF BEGINNING; thence North 12°53'40" West along the easterly line of said last mentioned lands, 574.97 feet to the most northerly corner of said last mentioned lands, said point being situate in the easterly line of those certain lands described in Official Records Volume 318, Page 760 of said Public Records; thence North 10°31'00" East along said line, 81.06 feet; thence North 76°43'22" East along the southerly line of those certain lands described in Official Records Volume 318, Page 743 of said Public Records, a distance of 477.37 feet to the Southeast corner of said last mentioned lands; thence South 05°30'00" East, 637.86 feet; thence South 78°40'46" West, 426.41 feet to the POINT OF BEGINNING.

Containing 6.9876 acres, more or less.

POINT OF COMMENCEMENT  
WEST CORNER OF SECTION 43  
SECTION 43

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BOOK 6 PAGE 239

PORTIONS OF DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
PONTE VEDRA BY THE SEA INCORPORATED IN THIS  
FINAL DEVELOPMENT PLAN:

- . SECTIONS (G) AND (H) OF ARTICLE I
- . SECTION 4 OF ARTICLE IV
- . ALL OF ARTICLE IV
- . SECTION 1 OF ARTICLE V
- . ALL OF ARTICLE VI
- . SECTION 5 OF ARTICLE IX
- . SECTION 4 OF ARTICLE X.

(g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas may include, without limitation, Common Roads, the Stormwater Retention System, walkways, multi-purpose trails, streetlighting, signage, lakes, ponds and watercourses, access, utility and drainage easements, guardhouse, and related facilities.

(h) "Common Roads" shall mean and refer to the roads located within the Common Areas including, without limitation, the roads located within the plat of Ponte Vedra By The Sea, which plat is recorded at Official Records Book \_\_\_\_, Page \_\_\_\_, public records of St. Johns County, Florida.

(i) "Developer" shall mean and refer to Anoroc, Inc., a Florida corporation, or such other entity owning all or a portion of the "Property" which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(j) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements applicable to the Property.

(k) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.

Master Association, Inc., a Florida non-profit corporation (the "Master Association"). Membership in the Master Association shall be subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions The Innlet at Ponte Vedra Beach recorded at Official Records Book \_\_\_, page \_\_\_, public records of St. Johns County, Florida (the "Master Covenants"), and the Articles of Incorporation and Bylaws of the Master Association. The Master Association owns, operates, maintains and administers certain common roadways which serve the Innlet at Ponte Vedra Beach Community (as defined in the Master Covenants) including the Property. The Master Association has the power and duty to enforce the Master Covenants and to collect and disburse assessments for the maintenance of the common property serving the Innlet at Ponte Vedra Beach Community.

#### ARTICLE IV

##### OWNER'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws and Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.



(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, including, but not limited to the Common Roads, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities provided such action is approved by majority at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas and Common Roads, including the right to grant easements over the Common Roads for ingress and egress to members of the general public.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The right of the St. Johns River Water Management District to enforce rules and regulations with regard to the Stormwater Retention System.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on

his Lot, subject to the provisions of this Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner does hereby authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

Section 4. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to

pay assessments, as provided herein, shall commence when the Lot owned by the Owner has been substantially developed, notwithstanding that the Common Areas have not then been conveyed to the Association. A Lot shall be deemed "substantially developed" for purposes of Article III and Article V when all roads necessary to provide access to that particular Lot have been constructed, utilities for use by the Owner of the particular Lot are in place and ready for connection and the Lot is in all other respects ready for the construction of a House.

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ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas, Common Roads and the Stormwater Retention System within the Property in accordance with all applicable governmental rules, regulations and permits, including, without limitation, all permits and rules and regulations issued by the St. Johns River Water Management

District; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. If construction of a House on any Lot has not begun within three (3) years after conveyance of that Lot by Developer, the Association may install an irrigation system, plant grass and maintain the Lot to provide a finished appearance. The costs of these services shall be a Lot Assessment.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may, but shall not be required to, establish security procedures for the Property. Such procedures may be adopted and from time to time changed by the Association as the Association Board of Directors chooses in its discretion. No representation, guarantee or warranty is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage to or loss of property. Neither Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the

Association Articles of Incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the

option of the Association Board of Directors and be declared due and payable in full.

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Section 3.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. The Annual General Assessments provided for herein shall commence when the property has been substantially developed.

The initial Assessment on any Lot subject to assessment shall be collected on the first day of the month following the month in which the Lot is deemed substantially developed by the Developer or at the time title to such Lot is conveyed to the Owner whichever is the latest to occur. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's lot, prorated to the date of closing based upon a thirty-day month.

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Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.



(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as the mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the Charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for Charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such Charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1st of each year and terminating on December 31st of that year.

(b) Developer shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget

for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority;
- (b) All Common Areas and Common Roads;
- (c) All properties owned by the Developer so long as such property is not being occupied for residential purposes. The Developer may assign this exemption right to any entity which acquires two or more Lots for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 3. Developer hereby reserves for itself, the Association and the Owners an easement over and under all lakes within the Property for drainage of surface water.

Section 4. To the extent that any improvements constructed by Developer on or if any Lot encroaches on any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

Section 5. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 3. Any notice required to be sent to the Owner of such Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 4. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, or Developer (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 6. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

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94 SEP 16 PM 2:18  
Suzanne "Budd" M...  
CLERK OF CIRCUIT COURT