

RESOLUTION NUMBER 94-180

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
FOR PHASE IA SOUTHWOOD PLANNED UNIT DEVELOPMENT

WHEREAS, it is found that:

(a) the Final Development Plan for Phase I-A of the Southwood Planned Unit Development has been fully considered after a public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

(b) the request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 88-34 and

(c) the request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on September 1, 1994; and

(d) the request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

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

Section 1. Pursuant to a request for approval of the Final Development Plan for Phase I-A made by Modern Properties of St. Augustine, in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibits A through E, relating to that portion of the PUD, the legal description of which is set forth on Exhibit B attached hereto, and which is known as Southwood Planned Unit Development - Phase I-A, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit A, and the Final Development Plan maps attached hereto as Exhibit C and D.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan, all building code, zoning ordinance, and other land use and development regulations of St. John County including, without limitation, 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 special 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) supercede 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) supercede 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 Constitution.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit C and D 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 Number 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No dwelling units shall be conveyed within the development areas depicted on the Final Development Plan attached as Exhibit C or D until a subdivision plat is recorded in the public records of St. Johns County for Southwood Unit I and the Declaration of Covenants and Restrictions for Southwood Unit I is also 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 94-180

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Delean Roberts
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Patricia DeMundo
Deputy Clerk

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Adopted at a regular meeting: September 27, 1994.

SOUTHWOOD PLANNED UNIT DEVELOPMENT
PHASE I-A
FINAL DEVELOPMENT PLAN

EXHIBITS (To the Resolution)

- Exhibit A - Written Text/Narrative
- Exhibit B - Legal Description
- Exhibit C - Site Plan Map
- Exhibit D - Recreation Area Site Plan
- Exhibit E - Applicable Sections/Covenants and Restrictions
Southwood Unit I Homeowners Association

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ATTACHMENTS (For Development Review)

- FEMA Map
- Letter from St. Johns County Utilities
Concurrency Application
- Land Clearing/Tree Removal Permit Application
- Proposed Covenants and Restrictions
- Resolution for the Board of County Commissioners

SUBMITTAL DATE:

March 21, 1994

1ST RESUBMITTAL MAY 19, 1994

2ND RESUBMITTAL JULY 6, 1994

APPLICANT:

Perry Robins, MD
530 First Avenue
Suite 7H
New York, New York 10016
(212) 686-4663

AGENT:

Karen M. Taylor
Land Planner
3070 Harbor Drive
St. Augustine, Florida 32095
(904) 826-0600

EXHIBIT A (To the Resolution)
PHASE I-A FINAL DEVELOPMENT PLAN NARRATIVE
SOUTHWOOD PLANNED UNIT DEVELOPMENT

Submitted on behalf of: Perry Robins, MD
Modern Properties of St. Augustine
March 21, 1994
1ST REVISION MAY 19, 1994
2ND REVISION JULY 6, 1994

P. U. D. OFF. REC.
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Submitted herewith, on behalf of Modern Properties of St. Augustine for approval by the St. Johns County Board of County Commissioners, are the development maps which depict the Final Development Plan (hereinafter referred to as the Maps and attached to the Resolution approving the Final Development Plan for this Phase - Exhibits C and D) for a portion of Phase I of Southwood Planned Unit Development (hereinafter referred to as Phase I-A of Southwood PUD). The property is located wholly within the Southwood PUD, as approved by Ordinance 88-34. Phase I-A contains a total of eighty (80) zero lot line homesites, numbered from 1 to 80, as is indicated on Exhibit C and one half (1/2) of the Recreation Area, as indicated in general on Exhibit C and more specifically depicted on Exhibit D. It should be noted that the second phase of the recreation area will be filed with Phase I-B and will include the tennis and raquetball courts required by the PUD. Construction of this phase will commence construction of the overall development.

You will note that portions of Exhibit D are designated as "NOT A PART OF THIS FINAL DEVELOPMENT PLAN". While these portions of the property are included within the overall legal description of the Southwood PUD, they are not included within this Final Development Plan. These areas will, however, be contained within subsequent Final Development Plans and subdivision plats to be filed with St. Johns County. In addition, it should be noted that the buildings, pool and deck shown on Exhibit D are preliminary in nature and some minor design changes will be allowed at the Construction Plan stage. In accordance with Section 8-4-5 of Article 8 of the St. Johns County Zoning Ordinance, the following legal documents have been provided:

Declaration of Covenants and Restrictions for Southwood Unit 1, including for reference the Articles of Incorporation and Bylaws of Southwood Homeowners Association, Inc. (Applicable sections - Exhibit E)

Notwithstanding that the support legal documents may be recorded in their entirety, only those sections of the support legal documents which are specifically referenced herein shall be considered to be a part of the Final

Development Plan. Nothing contained within the support legal documents shall be interpreted to limit or restrict in its powers to review and approve plats and replats). Those sections of the support legal documents which are specifically referenced herein are incorporated by reference in the Final Development Plan, and may not be amended or altered in any way without the approval of the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners. The developer reserves the right to alter, amend or allow to be amended all other sections of the support legal documents, provided, however, that if any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration, so that the St. Johns County Board of County Commissioners, in the exercise of its reasonable discretion, determines that there is a substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board of County Commissioners may require that further alterations and amendments be submitted for approval prior to the recordation of such alterations or amendments.

SECTION 8-4 STANDARDS AND CRITERIA

8-4-1 Density of Development

The development contains 122 acres, with 84.5 net residential acres of property for a total of 440 residential units (single and multi-family) and 11.0 acres net commercial acres and 26.0 open space (including jurisdictional wetlands) acres. Density for the development is therefore 5.2 units per acre. However, this Final Development Plan represents a development of eighty (80) residential units on 27.81 acres (including 12.5 acres of open space: 4.20 of which are wetlands) for a gross density of 2.8 units per acre. The total ground area occupied by the buildings and structures for residential use will not exceed 35% of the total ground area for that portion of the PUD devoted to residential use.

8-4-2 Open Space

The "map" depicts five (5) areas within this property to be used as community open space for the common use of residents of the development. These common use areas have been provided for within the original PUD documentation. Every homeowner within Phase I-A of the development is guaranteed the right to the use of and an easement of enjoyment in and to the Common Areas for the overall Planned Unit Development, which are to be constructed, owned, operated, and maintained by the Homeowners Association.

- TRACT A - Open Space and Lake - to be used for drainage facilities, passive recreation and for a jurisdictional wetland reserve area.
- TRACT B - Open Space and Lake - to be used for drainage facilities, passive recreation and for a jurisdictional wetland reserve area.
- TRACT C - Open Space and Lake - to be used for drainage facilities, passive recreation and for a jurisdictional wetland reserve area.
- TRACT D - Open Space and Buffer - to remain in its natural state and provide a vegetated buffer to the property to the west and north of Phase I-A.
- TRACT E - Recreation Complex, to be used for a recreational building (maximum size: 2000 square feet) with restrooms, a swimming pool with open decks, parking, and a childrens play area, which will be constructed by the Developer, within two (2) years of approval of this Final Development Plan. The site plan for this area is shown on Exhibit D and some variation is anticipated which will be detailed within the Construction Plans.

Maintenance of these improvements and structures, parking lots, and general open space shall be by the Southwood Unit I Homeowners Association. No residential, commercial or industrial use, primary or secondary, shall be allowed to encroach upon the open space areas.

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

All development which is to occur will comply with the spirit and intent of the Zoning Ordinance; however, residential dwelling construction will conform to the following minimum setbacks as measured from eave to eave: a) front yards: twenty-five (25) feet from the edge of the pavement to the eave of the residence, b) side yards: one side zero (0) and the other side eight (8) feet, whereby the zero (0) foot sideyard must have guttered eaves and downspouts which direct the stormwater from the roof onto the lot from which it came, and c) rear yards: ten (10) feet, with accessory uses including pools, patios, screened enclosures, decks, hot tubs, etc. all allowable within the rear yard setback, providing that three (3) feet of the setback is not used for accessory uses. There will be no more than eighty (80) single family patio home residences in

Southwood PUD. The developer reserves the right to control the location of all structures and to establish any additional setback lines, subject to compliance with other applicable fire and building codes. HVAC condenser units and other similar accessory uses shall be allowed within the sideyards, provided they have received approval of the Homeowner's Association.

All residential lots, numbered 01 through 80, shall be used exclusively for residential purposes including, but not limited to, dwelling units, walls, patios, decks, spas and pools, driveways, and sidewalks, and fencing (maximum 6 foot high opaque wooden shadowbox fencing), all of which shall be approved by the Homeowner's Association prior to issuance of a building permit by St. Johns County. Any changes desired to the exterior of the units, shall be approved by the Homeowners Association.

Residential lots shall be a minimum of four thousand and five hundred (4500) square feet, with minimum dimensions of fifty (50) feet (in width) by ninety (90) feet (in depth).

Dwelling units shall contain a minimum of one thousand (1000) square feet of heated/cooled space and shall not exceed thirty-five (35) feet in height.

TRACT A, Open Space and Lake, consisting of 2.40 acres, shall be used for drainage facilities and for preservation of the jurisdictional wetland located there.

TRACT B, Open Space and Lake, consisting of 1.54 acres, shall be used for drainage facilities, passive recreation and for a jurisdictional wetland reserve area.

TRACT C, Open Space and Lake, consisting of 7.09 acres, shall be used for drainage facilities, passive recreation and for a jurisdictional wetland reserve area.

TRACT D, Open Space and Buffer, consisting of 0.94 acres, shall remain in its natural state and provide a vegetated buffer to the property to the west and north of Phase I-A.

TRACT E, Recreation Complex, consisting of 0.53 acres, shall be used for a recreational building with restrooms, a swimming pool, parking, and a childrens play area.

8-4-4 Project Size

The PUD consists of 122 acres. Phase I-A contains a total of 28.71 acres, 12.50 acres of which is open space.

8-4-5 Support Legal Documents for Open Space

The Covenants and Restrictions, Articles of Incorporation and Bylaws of the Southwood Unit 1 Homeowners Association, to be recorded in the public records of St. Johns County, assure adequate management and maintenance of all open space areas within the overall Planned Unit Development. The following sections of the Covenants and Restrictions (attached to the Resolution as Exhibit E) provide that:

(a) Article II, Sections 2.1 and 2.3: Provides the developer shall convey the roads and other common areas to the Association, grants to every lot owner a non-exclusive right and easement in the enjoyment in said common areas which shall be appurtenant to and pass with the title to every lot, and grants the Association the right to promulgate rules and regulations and impose limitations concerning the use of the common areas. The aforesaid conveyance of said common areas shall be subject to the Association's right to charge reasonable fees for the use of any recreational facility situated upon the common areas.

(b) Article III, Sections 3.1 and 3.2: Provides for the establishment of an Architectural Control Committee and grants the committee the right to draft rules and regulations relative to the Architectural integrity of the development.

(c) Article VII, Section 7.3: Grants the Association the right to levy annual and special assessments against the lots situated within the Southwood PUD.

(d) Article VI, Section 6.4: Provides that the Association shall have the exclusive management and control of the common areas and all improvements, fixtures and equipment located thereon, and shall maintain and keep said Common areas and all improvements thereon in good order and repair.

(e) Article IX, Section 9.1: Gives the Developer, the Association, and every lot owner, the right to enforce all restrictions, rules, regulations, conditions and easements imposed by the Declaration of Restrictive Covenants, Articles of Incorporation and Bylaws.

8-4-6 Access

Access is to be provided to each dwelling units via a private vehicular way, to be owned and maintained by the Southwood Estates of St. Augustine Homeowners Association (These vehicular ways will be platted within the Phase I-A Plat).

8-4-7 Privacy

Each dwelling unit will be assured visual and acoustical privacy. All necessary walkways and common area landscaping, including along the roads, will be provided by the developer. The Declarations restrict alteration of the landscaping and establish standards for landscaping of properties within the development.

8-4-8 Community Facilities

(a) Except for the lift station and force main sewer, and water main distribution facilities, none of the utility facilities (ie: gravity collection, sewer main) are proposed for dedication to St. Johns County.

(b) All requirements for off-street parking and loading, as set forth in Article 9 of the St. Johns County Zoning Ordinance are specifically addressed as follows:

9-1-1 Drainage

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

9-1-2 Separation from Walkway and Street

Each unit will have, at a minimum, a one (1) car garage and driveway apron to provide the required off-street parking of one (1) parking space per unit, as required by the PUD. No combined off-street parking and loading facilities will be constructed. In addition, sidewalks will be provided along both sides of the entrance roadway and along one side of the internal minor street system as per the PUD.

9-1-3 Entrances and Exits

The location and design of entrances and exits to all streets will comply with County specifications.

9-1-4 Interior Drives

Interior parking lot drives for the recreation parcel will meet the standards for two-way traffic for ninety (90) degree parking stalls and the drive width shall be a minimum of twenty-four (24) feet, allowing for two-way traffic through the parking lots.

9-1-5 Marking of Parking Spaces

As shown on the Maps, there will be paved parking provided in Tract E for the Recreation Complex. The parking lot shall be paved to County standards and marked to indicate the individual parking spaces.

9-1-6 Lighting

Lighting throughout the property will be provided by street lights. In addition, post lamps and pedestrian scale low level lighting will be provided at the Recreation Complex. All lighting for off-street parking areas will be designed and installed to minimize glare on adjacent properties.

9-1-7 Screening

Residential areas may be screened from adjacent properties by a maximum six (6) foot high continuous opaque wooden shadowbox fence, wall, border shrubbery and/or a combination thereof. In addition, the Recreation Complex shall also be fenced and/or screened from the residential lots in accordance with those options so listed above, within the ten (10) foot buffer area provided and shown on Exhibit D.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land as the facility which they are intended to serve, including the parking for the Recreation Complex.

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

The Recreation Complex will provide a minimum of six (6) parking spaces, within a paved parking lot located on Tract E.

9-4-1 Off-Street Loading Requirements

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No off-street loading spaces will be provided.

(c) The "map", illustrates the anticipated traffic flow pattern. Sufficient space has been allowed for equipment and trucks such as fire fighting equipment, moving vans, garbage trucks, etc.

Fire hydrant locations are also shown on the Map.

(d) All utilities serving the property, including telephone, power, cable television, sewer lines and water lines shall be installed underground. Capacity has been verified by the supplier. Water and sewer lines shall be located within the right-of-way of the roads. Drainage facilities are provided for within lakes located on tracts A, B, and C. A storm sewer system will also be installed in accordance with all applicable State and local requirements.

(e) All driveways constructed on the property shall meet or exceed County standards for minimum pavement width and construction standards as outlined in the St. Johns County Paving and Drainage Ordinance.

8-4-9 Temporary Uses

The applicant may erect a Temporary Sales/Construction Office at the south side of the major entrance road as indicated on the Maps. This temporary office may be a modular building and may be allowed to remain on the site for the a maximum of two (2) years from the date of approval of this Final Development Plan (FDP). This temporary office must meet all parking, access and landscape requirements of St. Johns County.

In addition, the applicant may construct and occupy up to five (5) model homes, at any given time, within Phase I-A, in accordance with the original Southwood PUD. These model homes may be used for models, sales offices, and/or construction coordination offices. The Recreation Complex building may also function in this capacity until such time as it is deeded over to the Southwood Homeowners Association. Any model homes must meet all parking, access and landscape requirements of St. Johns County.

8-4-10 Signage

Signage shall consist of two (2) entrance signs incorporated within a "wall" at the main entrance, with only on (1) of the signs being constructed within this phase. The entrance

signs will conform to all County standards and will be no more than forty (40) square feet in size and will stand no higher than eight (8) feet from the ground elevation. Lighting shall be provided, which shall be directed on the sign and away from the view of traffic.

The Developer will also erect "informational" signs at one (1) of the entrances to the Phase and at the Recreation Complex. These signs shall be no more than twenty-five (25) square feet and shall be constructed of wood.

In addition, street signs and directional signs shall be installed at all appropriate locations within the development, as will "sales" signage which will only be seen from within the development. However, one (1) sales sign, no larger than forty (40) square feet in size and no higher than eight (8) feet in height, shall be allowed at the temporary sales office just south of the main entrance. This sales sign shall be allowed to remain for the duration of the sales office.

Prepared by: Karen M. Taylor, Land Planner
3070 Harbor Drive, St. Augustine, FL 32095

Southwood Unit I

PART OF GOVERNMENT LOTS 5, 6, 8 & 9, LYING EAST OF U.S. HIGHWAY 11 IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT FOUND ON THE EAST SIDE OF U.S. HIGHWAY 11 AND THE SOUTH LINE OF GOVERNMENT LOTS 7, 8 & 9; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 1547.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 101.51 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 17 SECONDS EAST, 600.00 FEET; THENCE NORTH 08 DEGREES 27 MINUTES 33 SECONDS WEST, 911.25 FEET; THENCE NORTH 51 DEGREES 38 MINUTES 09 SECONDS EAST, 231.37 FEET; THENCE SOUTH 41 DEGREES 25 MINUTES 13 SECONDS EAST, 254.77 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 14 SECONDS EAST, 81.80 FEET; THENCE NORTH 81 DEGREES 32 MINUTES 27 SECONDS EAST, 118.84 FEET, INTERSECTING A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A DELTA OF 02 DEGREES 21 MINUTES 16 SECONDS AND AN ARC LENGTH OF 11.10 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 28 DEGREES 37 MINUTES 53 SECONDS EAST, 11.09 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 315.00 FEET, A DELTA OF 13 DEGREES 42 MINUTES 01 SECONDS AND AN ARC LENGTH OF 75.32 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 22 DEGREES 57 MINUTES 30 SECONDS EAST, 75.14 FEET; THENCE NORTH 71 DEGREES 41 MINUTES 51 SECONDS EAST, 40.03 FEET, INTERSECTING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 355.00 FEET, A DELTA OF 07 DEGREES 59 MINUTES 18 SECONDS, AND AN ARC LENGTH OF 49.50 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 12 DEGREES 21 MINUTES 41 SECONDS EAST, 49.46 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 71 DEGREES 47 MINUTES 14 SECONDS AND AN ARC LENGTH OF 25.06 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 44 DEGREES 15 MINUTES 38 SECONDS EAST, 23.45 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 15 SECONDS EAST, 16.94 FEET; THENCE SOUTH 09 DEGREES 50 MINUTES 45 SECONDS WEST, 40.00 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 15 SECONDS EAST, 73.83 FEET; THENCE SOUTH 09 DEGREES 50 MINUTES 45 SECONDS WEST, 112.07 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 45 SECONDS EAST, 85.97 FEET; THENCE SOUTH 77 DEGREES 36 MINUTES 27 SECONDS EAST, 78.29 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 30 SECONDS EAST, 61.89 FEET; THENCE SOUTH 07 DEGREES 34 MINUTES 21 SECONDS EAST, 61.07 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 48 SECONDS EAST, 523.76 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 15 SECONDS WEST, 53.21 FEET; THENCE SOUTH 36 DEGREES 02 MINUTES 07 SECONDS WEST, 32.07 FEET; THENCE NORTH 71 DEGREES 49 MINUTES 21 SECONDS WEST, 99.65 FEET, INTERSECTING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 320.00 FEET, A DELTA OF 00 DEGREES 54 MINUTES 33 SECONDS, AND AN ARC LENGTH OF 5.08 FEET; THENCE ALONG THE CHORD OF SAID CURVE, SOUTH 18 DEGREES 37 MINUTES 56 SECONDS WEST, 5.08 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 12 SECONDS WEST, 34.11 FEET TO THE POINT OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 20.00 FEET, A DELTA OF 80 DEGREES 36 MINUTES 17 SECONDS, AND AN ARC LENGTH OF 28.14 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 21 DEGREES 12 MINUTES 57 SECONDS EAST, 25.87 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 220.00 FEET, A DELTA OF 09 DEGREES 04 MINUTES 28 SECONDS, AND AN ARC LENGTH OF 34.84 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 56 DEGREES 58 MINUTES 51 SECONDS EAST, 34.81 FEET; THENCE SOUTH 37 DEGREES 33 MINUTES 23 SECONDS WEST, 40.00 FEET TO THE INTERSECTION OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 180.00 FEET, A DELTA OF 34 DEGREES 59 MINUTES 50 SECONDS, AND AN ARC LENGTH OF 109.95 FEET; THENCE ALONG THE CHORD OF SAID CURVE NORTH 69 DEGREES 56 MINUTES 33 SECONDS WEST, 108.25 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 32 SECONDS WEST, 107.57 FEET; THENCE SOUTH 70 DEGREES 42 MINUTES 10 SECONDS EAST, 42.85 FEET; THENCE SOUTH 07 DEGREES 38 MINUTES 58 SECONDS WEST, 177.50 FEET; THENCE SOUTH 56 DEGREES 20 MINUTES 23 SECONDS WEST, 110.00 FEET; THENCE NORTH 33 DEGREES 39 MINUTES 37 SECONDS WEST, 303.48 FEET; THENCE SOUTH 75 DEGREES 19 MINUTES 35 SECONDS WEST, 48.00 FEET; THENCE SOUTH 14 DEGREES 40 MINUTES 25 SECONDS EAST, 178.52 FEET; THENCE SOUTH 04 DEGREES 57 MINUTES 39 SECONDS WEST, 95.14 FEET; THENCE SOUTH 12 DEGREES 37 MINUTES 21 SECONDS EAST, 472.37 FEET; THENCE SOUTH 29 DEGREES 14 MINUTES 17 SECONDS EAST, 89.40 FEET; THENCE SOUTH 21 DEGREES 07 MINUTES 57 SECONDS EAST, 57.79 FEET; THENCE SOUTH 18 DEGREES 42 MINUTES 36 SECONDS WEST, 58.43 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 17 SECONDS WEST 236.19 FEET; THENCE NORTH 13 DEGREES 33 MINUTES 23 SECONDS WEST, 589.78 FEET; THENCE NORTH 22 DEGREES 42 MINUTES 33 SECONDS WEST, 600.14 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 21 SECONDS WEST, 360.88 FEET TO THE POINT OF BEGINNING BEING THE LAST CALL OF THIS DESCRIPTION.

ABOVE DESCRIPTION CONTAINING 28.71 ACRES.

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LEGAL DESCRIPTION



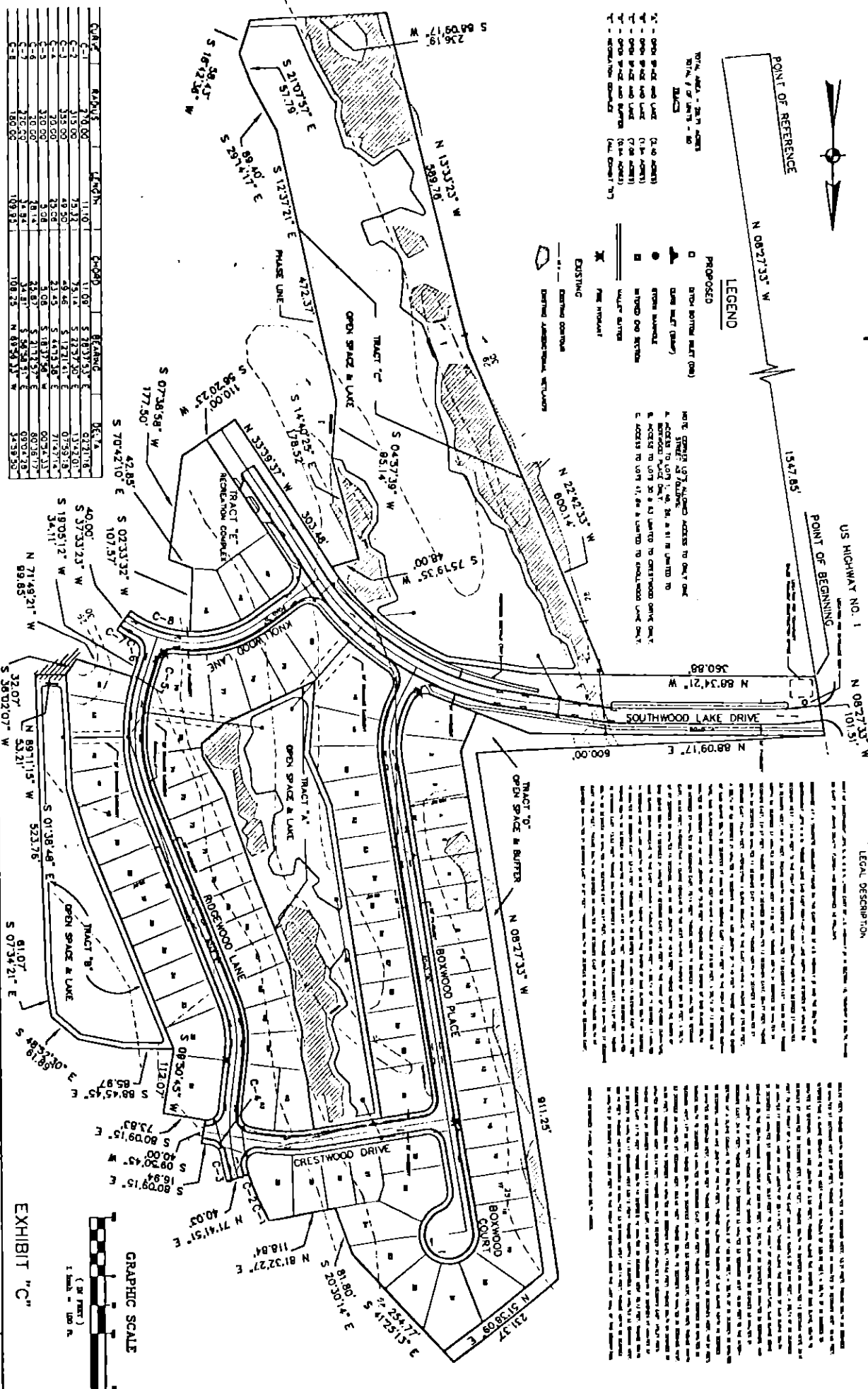
POINT OF REFERENCE
N 08°27'33" W

POINT OF BEGINNING
N 08°27'33" W
N 08°27'33" W

LEGEND

- PROPOSED
 - ATOT BOTTOM RIGHT (DR)
 - DRIVE RIGHT (DR)
 - DRIVE LEFT (DL)
 - OPEN SPACE AND LAKE (O.S. & L.)
 - ▧ IMPROVED OPEN SPACE (I.O.S.)
 - ▩ MULTIFAMILY
 - ✕ MAIL PROPERTY
- EXISTING
 - EXISTING CONTROL
 - EXISTING ASSOCIATED RETURN

NOTE: GENERAL ACCESS TO ONLY ONE ACCESS TO LOT 1, 24, 25, 26 IS LIMITED TO A DRIVEWAY FROM ONLY A ACCESS TO LOT 1, 24, 25 IS LIMITED TO A DRIVEWAY FROM ONLY A ACCESS TO LOT 1, 24, 25 IS LIMITED TO A DRIVEWAY FROM ONLY A ACCESS TO LOT 1, 24, 25 IS LIMITED TO A DRIVEWAY FROM ONLY A



CURT	ROD	LENGTH	C-ROAD	BEARING	MEAS.
C-1	7.000	11.10	S 78°37'53" E	62.7178	40.00'
C-2	315.00	73.24	S 78°37'50" E	17.4208	S 19°05'12" W
C-3	355.00	49.50	S 4°41'42" E	9.17578	34.11'
C-4	310.00	48.00	S 18°17'48" W	60.3411	80.3617
C-5	310.00	48.00	S 18°17'48" W	60.3411	80.3617
C-6	310.00	48.00	S 18°17'48" W	60.3411	80.3617
C-7	310.00	48.00	S 18°17'48" W	60.3411	80.3617
C-8	180.00	109.85	N 83°58'33" W	3.43930	



EXHIBIT "C"

HAMILTON CONSULTING ENGINEERS, INC.

7807 ALCHAM AVE., SUITE 300
WINTER PARK, FLORIDA 32789
TEL: 407-977-8888 FAX: 407-977-8888

FINAL DEVELOPMENT PLAN

PHASE 1A - SOUTHWOOD PUD

ST. JOHNS COUNTY, FL

JOB NO. 1601.60
DATE 3/7/94
SHEET 1 OF 1

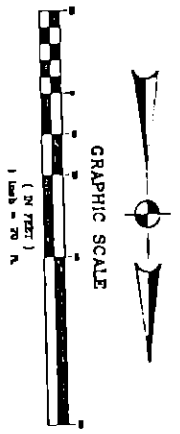
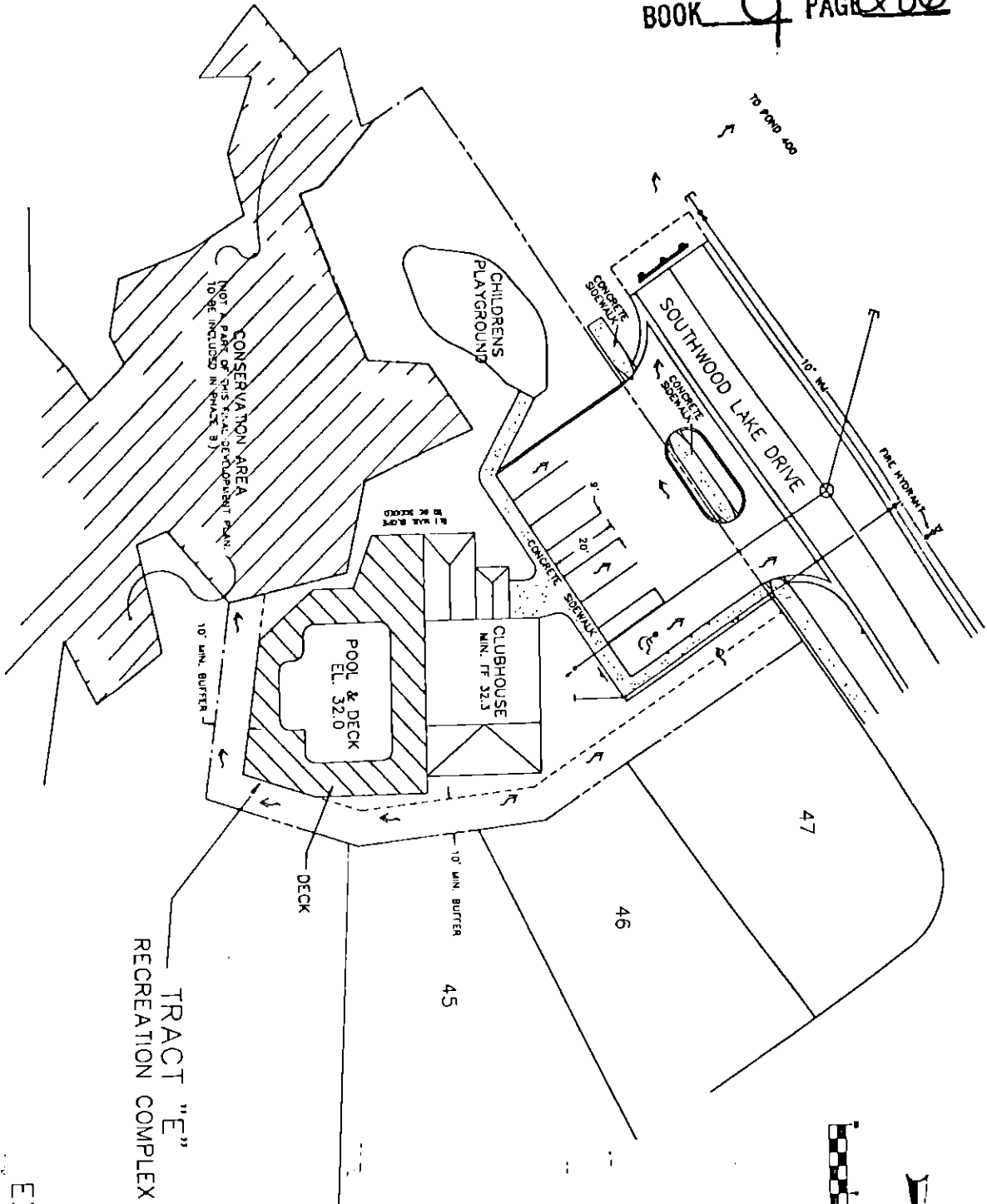


EXHIBIT "D"

<p>HAMILTON CONSULTING ENGINEERS, INC.</p>		<p>RECREATION SITE FINAL DEVELOPMENT PLAN</p>	
<p>2407 ALABAMA AVE., SUITE 100 GREENSBORO, NORTH CAROLINA 27409 PHONE: 336-735-1111 FAX: 336-735-1112</p>		<p>SOUTHWOOD PUD - PHASE 1A ST. JOHNS CO., FL.</p>	
DATE	BY	SCALE	NO.
3-94		1"=20'	1
1			1

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EXHIBIT E
Southwood PUD - Phase IA

The following pertinent sections of the Covenants and Restrictions are hereby incorporated into the Southwood PUD-Phase IA Final Development Plan, as referenced by Exhibit A, page 5 of 9:

Article II,	Sections 2.1 and 2.3	Page E-1 thru E-3
Article III,	Sections 3.1 and 3.2	Page E-3 thru E-5
Article VII,	Section 7.3	Page E-7
Article VI,	Section 6.4	Page E-6
Article IX,	Section 9.1	Page E-8 thru E-9

1.11 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

2.3 Conveyance of Common Property. The Declarant shall convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be 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.

The Declarant may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No buildings or structures, including docks and bulkheads, dune walkovers, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

3.2 The Architectural Control Committee (hereinafter "ARC") shall have the following powers and duties:

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding

the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the ARC by the Declarant, any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the ARC shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This

evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(7) The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

6.4 The Association shall manage and maintain the Common Property, including but not limited to those parcels dedicated to the Association by the subdivision plat of the Property and the surface and stormwater management systems serving the Property.

6.5 The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.6 The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

7.1 Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

7.2 The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property, and for the improvement and maintenance of all common roads, Common Property, landscaped areas and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

7.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

7.4 The annual assessments authorized herein shall commence on December 1, 1994. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any Lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole

proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

EASEMENTS

8.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a five foot (5') strip of land located parallel to and along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable television lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement of these restrictions by the Declarant or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant

or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.

9.2 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

9.3 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

9.4 Any failure of the Declarant, the Association or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

9.5 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the Association, the holder of a mortgage or lien affecting the Property or any other person. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original Lot Owners.

9.6 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all Lots have been sold, whichever is later.

9.7 Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system,

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. 94-180

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held September 27, 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 4th day of October 1994.

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

By: Patricia DeGrande
Patricia DeGrande, Deputy Clerk

(seal)

FILED AND RECORDED IN
94 OCT -5 PM 3:49
CLERK OF CIRCUIT COURT