

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN FOR PHASES I & II  
ROLLING HILLS PLACE PLANNED UNIT DEVELOPMENT

WHEREAS, it is found that:

(a) the Final Development Plan for Phases I and II of the Rolling Hills Place 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 92-10; and

(c) the request received a favorable review and recommendation by the Planning and Zoning Agency at its meeting on October 6, 1994.

(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 Phases I and II made by Rolling Hills Place, Inc. 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 D relating to that portion of the PUD (the legal description of which is set forth on Exhibit A attached hereto) and which is known as Rolling Hills Place, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative, attached hereto as Exhibit B, and the Final Development Plan "map", attached hereto as Exhibit C.

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 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 required by St. Johns County.

Section 4. No dwelling units shall be constructed nor shall any title to any lot be transferred within the development areas depicted on the Final Development Plan attached as Exhibit C until a subdivision plat has been recorded in the Public Records of St. Johns County, Florida for Phase I and/or II and the Declaration of Covenants and Restrictions for Rolling Hills Place - PUD 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 94-193.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Delean Roberts  
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Patricia De Grande  
Deputy Clerk

Adopted at a regular meeting: OCTOBER 25, 1994.

ROLLING HILLS PLACE PLANNED UNIT DEVELOPMENT

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FINAL DEVELOPMENT PLAN  
FOR PHASES I AND II

EXHIBITS (To the Resolution)

**P. U. D.** OFF. REC.  
BOOK G PAGE 499

- Exhibit A - Legal Description
- Exhibit B - Written Text/Narrative
- Exhibit C - Site Plan Map
- Exhibit D - Applicable Homeowners Documents

ATTACHMENTS (For Development Review)

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

SUBMITTAL DATE:

April 15, 1994  
July 28, 1994  
September 06, 1994

APPLICANT:

Mr. Vernon Cribbs  
Rolling Hills Place, Inc.  
Post Office Box 5326  
St. Augustine, Florida 32084  
(904) 471-8600

AGENT:

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

## EXHIBIT A

P. U. D. OFF. REC.  
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A parcel of land in Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a point of commencement use the Southwest corner of Section 25, Township 7 South, Range 29 East, said corner monumented by a 4"x4" concrete monument, said point being on the East line of Section 48; thence South  $00^{\circ} 17' 25''$  East along the East line of said Section 48 578.23 feet to the Southerly line of the 160 foot Florida Power and Light Company Easement as recorded in Official Records Volume 259, page 136 and 137, public records of St. Johns County, Florida; thence South  $80^{\circ} 17' 39''$  West 474.19 feet to the Point of Beginning of land to be described; thence South  $00^{\circ} 58' 08''$  East, along the West line of Unit No. 2 of ST. AUGUSTINE HEIGHTS INDUSTRIAL PARK as recorded in Map Book 19, pages 37 and 38, public records of St. Johns County, Florida, 2113.95 feet to the Northerly right of way line of Industrial Park Road, an 80 foot right of way as per Official Records Book Volume 82, pages 125 and 126, public records of St. Johns County, Florida, said point lying on a curve to the right having a radius, chord and chord bearing of 1233.17 feet, 795.10 feet and North  $65^{\circ} 05' 49''$  West; thence around the arc of said curve 809.56 feet to the Point of Tangency of said curve; thence North  $46^{\circ} 16' 31''$  West, 1137.62 feet to the Point of Curvature of a curve to the right having a radius, chord and chord bearing of 1233.57 feet, 763.80 feet and North  $28^{\circ} 14' 40''$  West, thence around the arc of said curve 776.56 feet to the Southerly line of a 160 foot easement for Florida Power and Light Company as per Official Records Volume 259, pages 136 and 137, public records of St. Johns County, Florida; thence North  $80^{\circ} 17' 39''$  East along said Southerly line, 1996.14 feet to the Point of Beginning.

VERIFIED

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EXHIBIT B (To the Resolution)  
FINAL DEVELOPMENT PLAN - PHASES I AND II  
ROLLING HILLS PLACE PLANNED UNIT DEVELOPMENT

Submitted herewith, on behalf of Rolling Hills Place, Inc. for approval by the St. Johns County Board of County Commissioners, is the development map which depicts the Final Development Plan, hereinafter referred to as the "Map" and attached to the Resolution approving the Final Development Plan (Exhibit "C") for Phases I and II of the Rolling Hills Place Planned Unit Development, hereinafter referred to as Rolling Hills Place PUD. The property is located wholly within the Rolling Hills Place PUD, as approved by Ordinance 92-10. These phases of the development contain a total of ninety-eight (98) single family and zero lot line lots: sixteen (16) of which are conventional single family lots and eighty-two (82) of which are zero lot line lots. These lots will be developed in accordance with the standards set forth within the minor modifications approved by Resolutions 92-018, 93-014, and 94-018.

You will note that portions of the map labeled as Phase III, as well as the upland areas within Tract F (labeled as Tracts F1, F2, and F3) are designated as "NOT A PART OF THIS FINAL DEVELOPMENT PLAN". These areas are included in the legal description for this Final Development Plan, however, subsequent final development plans for these areas will be filed specifically detailing development within these areas.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Engineering Department satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to the (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 uses 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 the 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 Rolling Hills Place have been recorded in the Public Records of St. Johns County.

In accordance with Section 8-4-5 of Article 8 of the St. Johns County Zoning Ordinance, some sections of the Declaration of Covenants and Restrictions for Rolling Hills Place, are included as Exhibit D. Nothing contained in the Covenants and Restrictions shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the covenants which are specifically referenced herein and listed on the attached Exhibit D are incorporated by reference in this Final Development Plan, shall be made a part of this Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the covenants made a part of this final development plan are attached as Exhibit D to the Resolution. The Developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

#### SECTION 8-4 STANDARDS AND CRITERIA

##### 8-4-1 Density of Development

The total development contains 57 acres of property (37 acres for development and 20 for open space and recreation facilities) with a total of 135 residential units (140 were approved). Density for the development is therefore three (3) units per acre. The total ground area occupied by the buildings and structures will not exceed thirty-five percent (35%) of the total ground area of the PUD devoted to residential use.

##### 8-4-2 Open Space

The "map" depicts those areas within this property to be used as open space for the common use of residents of the development. Every homeowner within 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. These facilities shall be owned, operated, and maintained by the Rolling Hills Master Homeowners Association.

TRACT A - Open Space & Lake: to be used for drainage facilities (stormwater retention/detention) and for a buffer.

TRACT B - Open Space and Lake: to be used for drainage facilities (stormwater retention/detention) and for a buffer.

TRACT C - Open Space and Lake: to be used for drainage facilities (stormwater retention/detention).

TRACT D - Open Space and Lake: to be used for drainage facilities (stormwater retention/detention) and for a buffer.

TRACT E - Open Space, Recreation, & Buffers: In this tract, 13.75 acres of jurisdictional wetlands will be dedicated for open space and serve as a buffer to other properties, sub-tracts E-1, E-2, and E-3, the upland portions shall be used for the 1.3 acre recreation facility, a mitigation area (wetland fill), and for access easements which will be used for road crossings connecting the upland areas and providing access to the uplands.

Maintenance of these aforementioned grounds and general open space shall be owned and operated by the Rolling Hills Master 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, conventional single family homes shall conform to an eight (8) foot side yard on either side of the dwelling (with all setbacks measured from the house eave to the property line) and patio home dwellings may be built immediately adjacent to the adjacent residential lot line, provided a minimum setback of ten (10) feet shall be maintained between the residential structures and the zero lot line side is guttered to keep any stormwater from running onto the adjacent lot. All residential units shall maintain a minimum twenty-five (25) foot front yard setback. In the case of a double frontage lot, the second frontage (not containing a driveway) will be required to have a minimum fifteen (15) foot setback from the property line. All lots will have a minimum ten (10) foot rear yard setback for the house. HVAC condenser units and other similar accessory uses, as well as pools, decks, storage sheds, etc., shall be allowed within the rear and side yards setbacks, providing that a minimum three (3) foot setback is provided to the property line. The Developer reserves the right to establish any additional,



more stringent, setback lines, subject to compliance with other applicable fire and building codes.

There will be no more than sixteen (16) single family homes and eighty-two (82) zero lot line homes within Phases I and II of the Rolling Hills Place PUD. Residential lots for the single family development shall contain a minimum of 8000 square feet (minimum 80 feet wide by 100 feet deep). The zero lot line development lots shall contain a minimum of 5000 square feet (minimum 50 feet wide by 100 feet deep). All residential lots, numbered 01 thru 98 shall be used exclusively for residential purposes including, but not limited to, dwelling units, walls, patios, decks, spas and pools, driveways, and fencing (a maximum six (6) foot high opaque wooden shadowbox fence), all of which shall be approved by the Developer.

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 & Lake, consisting of 1.61 acres, shall be used exclusively for drainage facilities and a buffer between residential dwellings.

Tract B, Open Space & Lake, consisting of 0.92 acres, shall be used exclusively for drainage facilities and a buffer between residential dwellings.

Tract C, Open Space & Lake, consisting of 0.34 acres, shall be used exclusively for drainage facilities.

Tract D, Open Space & Lake, consisting of 1.59 acres, shall be used exclusively for drainage facilities and a buffer between residential dwellings.

TRACT E, Open Space, Recreation, & Buffers, including sub-parcels E-1, E-2, and E-3, consisting of 20.74 acres, shall be used for open space, a buffer to other properties, the required recreation facility, mitigation (wetland fill), and for road crossings connecting the upland areas and providing access to the uplands.

Please note that the upland areas, labeled as Tracts E-1, E-2, and E-3 designated as "NOT A PART OF THIS FINAL DEVELOPMENT PLAN" should not be considered final and shall be included in a subsequent Final Development Plan prior to the platting of Phase II. The area labeled Phase III and designated "NOT A PART OF THIS FINAL DEVELOPMENT PLAN" shall be filed as a separate Final Development Plan in accordance with the requirements of the PUD.

There may be an entry sign to the Subdivision, which may be lighted, that will lie within the easement provided on Lot 29. The entry sign will be incorporated into a brick wall and will be a maximum of eight (8) feet high and sixteen (16) feet long. The sign will be located so as to avoid obstructing the visibility at the intersection and may also be lighted, provided such lighting is directed on the sign.

Temporary construction trailers may be used within the Subdivision during the construction period (which shall be up to 24 months from the date of approval of this final development plan). Also, a model home/modular office will be allowed to be located on Lot 29, including the easement area. It may also be used for a sales center. Parking for this sales center must meet all parking, access and landscape requirements of St. Johns County, however, the parking area may be stabilized coquina or gravel, due to its temporary nature.

In addition, the developer will be allowed to have up to three (3) model homes, at any given time, provided all appropriate permits are received and the subdivision plat has been recorded. The model homes may be used for models, sales offices, and/or construction offices. Parking for the models shall be provided by the driveway apron.

#### 8-4-4 Project Size

The PUD consists of 57 acres, this Final Development Plan covers 40 acres for Phases I and II.

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

The Covenants and Restrictions, Articles of Incorporation, and Bylaws of the Rolling Hills Master Homeowners Association, which will be recorded in the public records of St. Johns County prior to filing of the first subdivision plat, assure adequate management and maintenance of all open space areas within the overall Planned Unit Development. The pertinent sections of the Covenants and Restrictions are listed on Exhibit D and included therein, and are incorporated as a part of this Final Development Plan. A brief description of these sections is as follows:

(a) Covenants and Restrictions, Paragraph 3(b) and Paragraph 29, Section 2 (b): Provide for the developer to provide access to the roads and other common areas to the members of the Improvement Association and grants to every lot owner a right and easement in the enjoyment in said common areas which shall be appurtenant to and pass with the title to every lot. The aforesaid conveyance of said common areas shall be subject to the Association's right to charge reasonable fees for the use of facilities situated thereon.

(b) Covenants and Restrictions, Paragraph 29, Section 3(a) & 3(b): Provide that the Homeowners Association shall have the exclusive management and control of the common areas, all improvements, fixtures and equipment located thereon, and shall maintain and keep said common areas and all improvements thereon in good order and repair.

(c) Covenants and Restrictions, Paragraph 3(c): Grants the Developer the right to promulgate rules and regulations and impose limitations concerning the use of the common areas in the development.

(d) Covenants and Restrictions, Paragraph 29, Section 3: Grants the Homeowners Association the right to levy annual and special assessments against the lots situated within the PUD.

(e) Covenants and Restrictions, Paragraph 37: Gives the Developer and the Homeowners Association, the right to enforce all restrictions, rules, regulations, conditions and easements imposed by the Declaration of Covenants and Restrictions and the Articles of Incorporation.

#### 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 Rolling Hills Master Homeowners Association.

#### 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) None of the community facilities are proposed for dedication to St. Johns County, however, the water distribution mains will be dedicated to St. Johns County providing they have been approved, constructed, accepted, and a restoration agreement as it applies to the maintenance of utility facilities in private rights-of-way, is executed between the homeowners association and St. Johns County.

(b) All requirements for off-street parking and loading, as set forth in Article 9 for the St. Johns County Zoning Ordinance are specifically addressed in Sections 9-1-1 through 9-4-1 of this text.

(c) The "map", Exhibit C, illustrates the anticipated traffic flow pattern. Sufficient space has been allowed for equipment and trucks such as fire fighting equipment, moving vans, fuel trucks, refuse collection, deliveries and debris removal. Fire hydrant locations are indicated on the Final Development Plan "map" and the Construction plans which shall meet county standards, must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.

(d) All utilities serving the property, including telephone, power, cable television, 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. 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. These facilities are provided for within the areas shown on the map, including the "lakes" identified within tracts A, B, C, and D. The storm sewer system will also be installed in accordance with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.

(e) Specifications for all street and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance 86-4, as amended.

#### 9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of 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 Ordinance 86-4 and shall be depicted on the Final Plat.

#### 9-1-2 Separation from Walkway and Street

No combined off-street parking and loading facilities will be constructed. However, sidewalks will be constructed at the time that a residence is constructed, providing that:

(a) if within five (5) years from the time that the

subdivision plat is recorded, all residences within that phase have not been constructed, then the developer will construct the sidewalks within the entire phase; and b) that a bond will be posted with the County at the time of platting of each phase, to assure construction of all of the sidewalks within five (5) years.

#### 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

There will be no permanent interior parking lot drives for this portion of the development, however, the parking lot for the Temporary Sales/Construction Office will meet all County standards for two-way traffic with ninety (90) degree parking stalls and the drives shall be a minimum of twenty-four (24) feet wide. A future final development plan will address parking for the recreation facility.

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

There will be no paved parking lots.

#### 9-1-6 Lighting

Lighting throughout the property will be provided by street lights installed along alternate sides of the roadways, which 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.

#### 9-1-7 Screening

The property is naturally screened from the east from the jurisdictional wetland area described as Tract E. The other boundaries of the property may be screened, by the Developer or the individual property owner, by a maximum six (6) foot high continuous opaque wooden shadowbox fence, wall, border, berm, shrubbery and/or a combination thereof, if desired.

#### 9-2 Location

There are no permanent off-street parking facilities planned, however, the temporary parking lot will be located adjacent to the Temporary Sales/Construction Office.

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

There are no off-street parking facilities planned or required. Parking for each unit will be provided by a garage and apron which accommodate a minimum of two (2) vehicles.

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

No off-street loading spaces will be provided.

**P. U. D. OFF. REC.**  
BOOK G PAGE 509

Prepared by: Karen M. Taylor, Land Planner (904) 826-0600  
3070 Harbor Drive, St. Augustine, FL 32095



EXHIBIT D  
Rolling Hills Place PUD - Phases I and II

The following pertinent sections of the Rolling Hills Place Unit One Planned Unit Development Covenants and Restrictions are hereby incorporated into the Rolling Hills Place PUD - Phases I and II Final Development Plan, as referenced within Exhibit B, page 5 of 9:

Paragraph 3(b)	Page D-1
Paragraph 29, Section 2(b)	Page D-2
Paragraph 29, Section 3(a)	Page D-2 thru D-3
Paragraph 29, Section 3(b)	Page D-3
Paragraph 3(c)	Page D-1
Paragraph 37	Page D-3 thru D-4

**P. U. D. OFF. REC.**  
BOOK 9 PAGE 511



## COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Rolling Hills Place, Inc., a Florida corporation, hereinafter called the "Developer," is the owner of all the land shown on the plat of Rolling Hills Place Unit One Planned Unit Development according to the plat thereof recorded in map of the current public records of St. Johns County, Florida, (hereinafter referred to as "said Plat") and subject to the following covenants and restrictions which shall run with the title to the land herewith restricted:

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all the lands included in said plat of Rolling Hills Place Unit One Planned Unit Development all of the land included in said Plat being hereinafter sometimes referred to as "said lands" and/or "the property" and does hereby place upon said land the following covenants and restrictions to run with the title to said land and the grantees of any deed or other instrument conveying any lot or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as follows:

1. The term "lots" as used herein shall refer to the numbered lots as shown on said Plat. The lots shown on said Plat and any tract or part thereof hereafter conveyed by the Developer for use as a building plot shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or building plot on said land other than one single family residence. No building at any time situate on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purpose, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these covenants and restrictions. No building situate on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any lot or building plot and no building on any lot or building

plot at any time shall be converted into a duplex residence, garage apartment or apartment house.

2. A building plot shall refer to all or parts of a platted lot or lots or to a tract or portion of a tract which is conveyed by the Developer for use as a building plot and may consist of one or more contiguous platted lots, all or part of one platted lot, all of one platted lot and part of a contiguous platted lot or lots, or any other combination of contiguous parts of platted lots or all or any part of any such tracts or any combination of lots or tracts or contiguous part thereof which form an integral unit of land suitable for use as a residential building site. Nothing contained in these covenants and restrictions shall prevent the Developer from erecting or maintaining commercial display signs and models for display and office use along with other structures as the Developer may deem advisable for development, operation and maintenance purposes.

3. (a) The maintenance and management responsibility for all roadways, drainage systems, lakes and open space/recreation facilities shall be the responsibility of the Rolling Hills Place Master Homeowners Association, Inc. (the "Association"), to be funded pursuant to the provisions of paragraph 29. of these covenants and restrictions.

(b) The Developer does hereby grant to the present and future owners of the lots and building plots in said land and their guests, invitees, domestic help, delivery, pickup, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities including cable and other services and such persons as the Developer from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across access ways. The Developer reserves and shall have the unrestricted and absolute rights to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance on any part of the land included in any of said residential development known as Rolling Hills Place Unit One Planned Unit Development.

(c) The Developer shall have the right, but no obligation from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which in the sole opinion of the Developer (1) would or might result in damage to said access ways to pavement or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said land, and the right, but no obligation to control and permit or prohibit parking on all or any part of said access ways. No motorcycles, motorbikes, motor scooters, motorcarts, powered midget cars or other motorized passenger vehicles except passenger automobiles, may be operated on any of the access

28. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land, except during construction.

29. SECTION 1. Every person acquiring title to any building plot in Rolling Hills Place Unit One shall, by virtue of such ownership, become a Resident Member of the Rolling Hills Place Master Homeowners Association, Inc., a Florida Corporation Not-For Profit (the "Association"), subject to all such rights, privileges and responsibilities as may be conferred from time to time upon such Resident Members as established by the Articles of Incorporation thereof, and any amendments thereto, or By-Laws thereof from time to time appertaining; provided, however, that in the event that two or more persons become the owner of a single building plot, one and only one of such persons as shall be designated by all of such joint owners shall become the appointive Resident Member for such lot; and, in the event a corporation shall become the owner of a lot, one, and only one of its stockholders, as designated by shareholders' resolution, shall become such Resident Member.

SECTION 2. (a) Each building plot in Rolling Hills Place Unit One Planned Unit Development hereby is subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 19\_\_ and on the same day of each year thereafter, each building plot owner in Rolling Hills Place Unit One Planned Unit Development, shall pay to the Rolling Hills Place Master Homeowners Association, Inc., in St. Augustine, Florida, or at such other place as shall be designated by said Association, in advance, the annual maintenance assessment assessed against such owner's building plot as fixed by said Association, and such payments shall be used by said Association to create and continue maintenance funds to be used as hereinafter set forth. Such maintenance assessments shall become delinquent if not paid by March 1 of the calendar year for which assessed and bear interest at the rate of eight percent (8%) per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by said Association as the needs of the property subject thereto in the judgment of said Association may require.

(b) Such annual maintenance assessment shall consist of an "annual additional charge", as follows:

- (1) Each building plot, improved or unimproved

shall be assessed and the owner thereof shall pay an "annual basic charge." Such "annual basic charge" shall be assessed against such building plots proportionately to their respective square foot areas, but in no event shall such "annual basic charge" exceed one-fifth of one cent per square foot of area per year;

(2) In addition to the "annual basic charge" and whether or not the maximum amount of "annual basic charge" has been assessed, each improved building plot if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount as the Association shall fix. Such "annual additional charge", if so fixed and assessed, shall be uniform in dollar amount between all improved building plots in Rolling Hills Place Unit One Planned Unit Development. However, if any such "annual additional charge" with respect to a single improved building plot, shall exceed a maximum of 15 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such improved building plot and the improvements constructed thereon (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by the County of St. Johns, Florida, for the calendar year covered by such "annual additional charge", the building plot owner shall be entitled to a refund of such excess providing written application therefore is filed with the Association at its office on or before December 31, of such year.

(c) The term "improved building plot" as used in this paragraph 29 means a building plot on which construction of a residential building has been substantially completed on January 1 of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed whether or not the building be occupied. Occupancy of all or any part of any such residential building on or preceding January 1 shall be conclusive evidence of substantial completion of such building as of said date.

SECTION 3. (a) The Association shall fix and assess against the building plot, and the building plot owners in Rolling Hills Place Unit One Planned Unit Development shall pay, as part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of said Association, to enable said Association:

- (1) To make payment of all ad valorem taxes assessed against any of the access ways, buffer strip tracts and easements, as shown on said plat and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to said Association, and to make payment of any other taxes, including income taxes, payable by said Association.

- (2) To pay all annual current expenses required for

the reasonable repair and maintenance of the access ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereafter called paving reserve fund) which, with future annual deposits thereto, will be sufficient in the judgment of said Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are part of the land included in the plat of Rolling Hills Place Unit One Planned Unit Development funds deposited to the paving reserve fund of Rolling Hills Place Unit One Planned Unit Development shall not be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are part of the land included in the plat of Rolling Hills Place Unit One Planned Unit Development and repair and maintenance of such access ways incidental to such major construction and reconstruction.

(b) The Association by assessing and collecting annual maintenance assessments shall thereby obligate itself to make the payments and deposits referred to in Section 3.(a) above. In fixing the minimum rate or amount of assessment referred to in Section 3.(a) above, the Association may take into account any maintenance or construction work on the access ways assumed or to be performed by any public body.

SECTION 4. The maintenance funds provided by the annual maintenance assessment, to the extent not required for the purposes as set forth in Section 3 of this paragraph 29 may be used for the following but only for the following purposes:

- (1) Payment of operating expenses of said association;
- (2) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and cost of controlling and regulating traffic on the access ways;
- (3) Maintenance, improvement and operation of drainage easements and systems;
- (4) Maintenance, improvement and beautification of parks, lakes, ponds, buffer strips and tracts;
- (5) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association;
- (6) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;

paragraph 34.

35. No building plot owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the Plat of Rolling Hills Place Unit One Planned Unit Development.

36. The covenants and restrictions numbered 1 through 39 both inclusive, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D., 2034, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat of Rolling Hills Place Unit One Planned Unit Development, shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 36, these original covenants and restrictions, as therein modified shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 36. Notwithstanding the foregoing provisions of this paragraph 36, none of the provisions of paragraph 29 may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph 36 unless and until the access ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the St. Johns County, Florida, or other body politic then having jurisdiction.

37. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for and the responsibility of the Developer and/or its assigns or any person or persons owning any building plot on said land (u) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 37 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenants

or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation hereof occurring prior or subsequent thereto.

38. If there exist any nonconforming uses and structures of land that was lawful before the adoption of these covenants and restrictions, but which would be prohibited, regulated or restricted under these covenants and restrictions, said non-conformities will be allowed to continue until they are removed or otherwise discontinued for a continuous period of 12 months.

39. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK 7 PAGE 516

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. 94-193

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held October 25, 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 28th 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  
94 NOV 28 PM 4:38  
CLERK OF CIRCUIT COURT  
Carl "Bud" Markel