

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR RIVER OAKS PLANTATION PHASE II
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 93-43.**

WHEREAS, the Final Development Plan for River Oaks Plantation Phase II has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns Ordinance; and

WHEREAS, it is found that:

- a. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 93-43; and
- b. The request received favorable review with the recommendation by the Planning and Zoning Agency at its meeting on 12-1 19 94; and
- c. 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 the request for approval of River Oaks Plantation Phase II made by Montgomery Land Company, in accordance with Section 8-3 of St. Johns County Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit "A" relating to that portion of the PUD, the legal description of which is set forth on Exhibit "A" attached hereto, and which is known as River Oaks Plantation Phase II, and including Exhibit "C" and Exhibit "D", are 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 based on the above referenced findings which are hereby incorporated herein by reference.

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

b.) Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grand-fathering" or "vested rights" provisions contained in the Florida Statutes or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the Applicant's right to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States Constitutions.

Section 3. The developer may not commence land clearing, site preparation or construction of improvements shown on the Final Development Plan attached as Exhibit "A" until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including but not limited to United States Army Corps of Engineering Dredge and Fill Permits, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Water Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance No. 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit "A" until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and Declaration of Covenants and Restrictions of **River Oaks Plantation Phase II** is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated and made a part of Resolution 94-226.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA



By: Barbara Ward
Chairman - Barbara Ward

ATTEST: Carl "Bud" Markel, Clerk

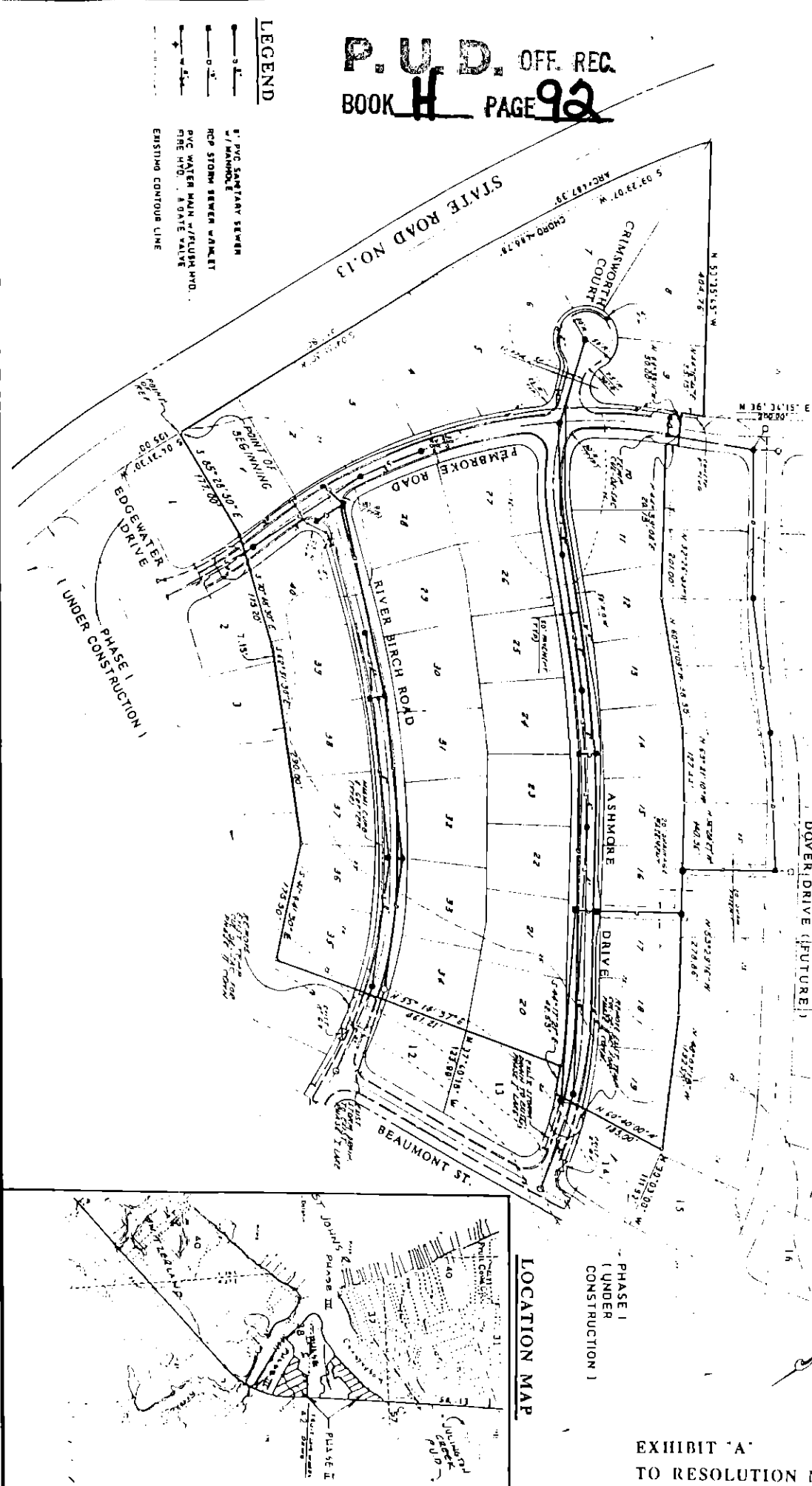
By: Jana Paetli
Deputy Clerk

DENSITY CALCULATION:

- 1. TOTAL PHASE II AREA TO BE PLATTED 2671 AC
- 2. NO. OF LOTS 72
- 3. DENSITY 202 LOTS/AC

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- LEGEND**
- 3" PVC SANITARY SEWER w/ MANHOLE
 - RCP STORM SEWER w/ MANHOLE
 - PVC WATER MAIN w/ FLUSH HYD. FIRE HYD. & GATE VALVE
 - - - EXISTING CONTOUR LINE



RIVER OAKS PLANTATION
PHASE II
WITHIN JULINGTON CREEK PLANTATION DRI
FOR: MONTGOMERY LAND COMPANY, INC.
ST. JOHNS COUNTY, FLORIDA



DESIGNED BY M. BOYER
DRAWN BY C. T.
CHECKED BY V. J. DUNN
SCALE 1" = 100'
DATE JUNE, 1994

REVISIONS		
NO.	DATE	DESCRIPTION

LOCATION MAP

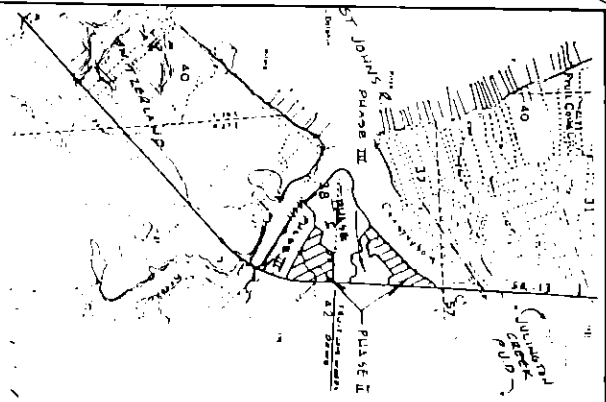
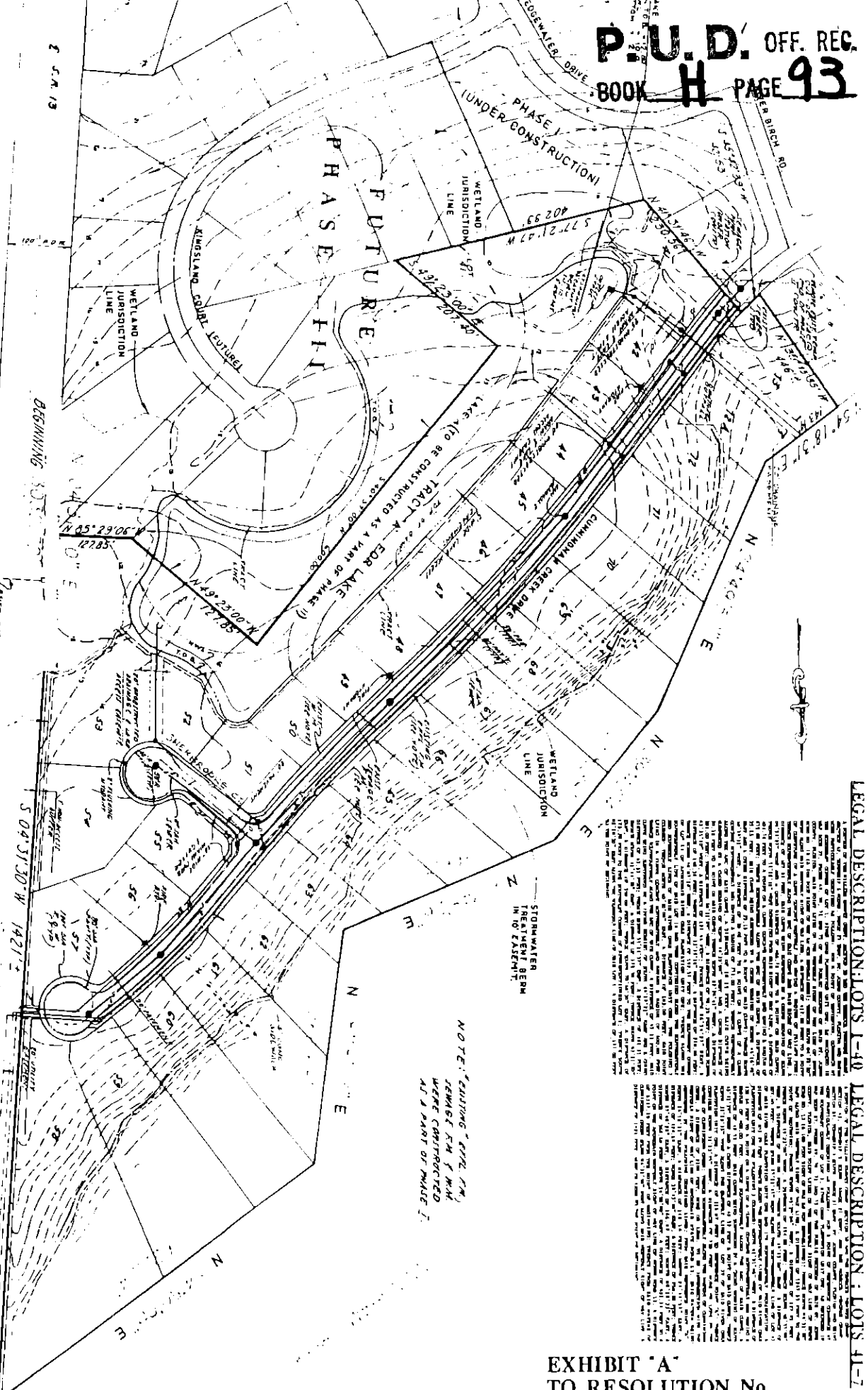


EXHIBIT "A"
TO RESOLUTION No.



LEGAL DESCRIPTION: LOTS 1-40
LEGAL DESCRIPTION: LOTS 41-7

EXHIBIT "A"
TO RESOLUTION No.

DRAWING NO. FDP-2
RIVER OAKS PLANTATION
PHASE II
WITHIN JULINGTON CREEK PLANTATION DRI
TOP: MONTGOMERY LAND COMPANY, INC.
ST. JOHNS COUNTY, FLORIDA



DESIGNED BY M. BOYER
DRAWN BY N/A
CHECKED BY V.J. DUNN
SCALE 1"=100'
DATE JUNE, 1992

NO	DATE	REVISIONS DESCRIPTION

EXHIBIT "B"

P. U. D. OFF. REC.
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FINAL DEVELOPMENT PLAN FOR

**RIVER OAKS PLANTATION
PHASE II**

WITHIN THAT PORTION OF THE PUD 93-43

NAMED JULINGTON CREEK

MONTGOMERY LAND COMPANY
October 31, 1994

Montgomery Land Company hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, the "Final Development Plan" for a single family subdivision to be known as "River Oaks Plantation Phase II". The Final Development Plan consists of a two page map identified as Exhibit "A" to the Resolution (the "Map"), which includes a legal description of the site, and this text identified as Exhibit "B" to the Resolution (the "Text"), copies of the applicable sections of the Covenants and Restrictions indentified as Exhibit "C", and a list of those sections of the Covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit "D" to the Resolution.

A separate Final Development Plan will be submitted for the future phase of the development.

The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 93-43 and known as Julington Creek. The area encompassed by this Final Development Plan is located along the west side of S.R. 13. River Oaks Plantation (Phase Two) will contain 74 single-family lots.

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

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

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statues). Those sections of the covenants which are specifically referenced herein are incorporated by reference in the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

In accordance with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by Hill, Boring & Associates, Inc., and the following text regarding compliance with Section 8-4, are submitted for your consideration.

8-4-1 Density of Development

The density of development in River Oaks Plantation Phase II will be 2.02 units per acre. The total ground area occupied by the residential buildings and structures in the subdivision shall not exceed 35 percent of the total ground area committed to residential use.

8-4-2 Open Space

A total of 9.7 acres of open space, including the stormwater lake and 7.27 acres of jurisdictional wetlands, are shown on the Map (Exhibit "A"). Tract "A", as shown on the Map, encompasses the lake. A part of this tract will lie outside of the Phase II area within the future Phase III area. None of the Phase II wetlands are included within Tract "A". Also, the lakes and other open space existing and planned for the Julington Creek PUD as a whole will provide ample open space both within and outside the boundaries of the subdivision. The entry sign and the recreation center, approved as a part of Phase I, and the common landscape features within River Oaks Plantation will be maintained by a Homeowners' Association whose membership will include all lot owners within River Oaks Plantation.

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

All development which is to occur within the subdivision will comply with the spirit and intent of the Zoning Ordinance. A maximum of two temporary construction trailers may be utilized within the subdivision by the developer during the construction period. There will be no more than 74 residences in this phase of the Subdivision. A minimum 25 foot front setback line and a minimum 7.5 foot side setback line for each building parcel will be required except that no two dwellings will be closer together than 15 feet as measured between the limits of roof overhangs. Rear setback lines will be 10 feet minimum. Minimum lot sizes will be 11,000 square feet. A garage will be required for each unit. Pools, decks, fences, spas and sheds will be permitted in accordance with restrictions imposed by the Architectural Review Committee. The proposed River Oaks Plantation Homeowners Association will have an Architectural Review Committee that will review and approve all building plans prior to issuance of a building permit by St. Johns County.

8-4-4 Project Size

The three-phase entirety of River Oaks Plantation will comprise approximately 120 acres. The Phase II area shown on this Final Development Plan comprises approximately 36.71 acres and 74 lots. All lots will be a minimum of 11,000 square feet with a minimum width of 100 feet except on cul-de-sacs.

8-4-5 Support Legal Documents For Open Space

The Covenants shall provide adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. As stated in the Covenants, ARTICLE III, Section 1, Title to the Common Areas and Owner's Easements of Enjoyment, and Section 4, Transfer of Title, the Covenants shall provide for conveyance of title to the Common Property to, and ownership by, the appropriate Homeowners' Association as described above, which shall be a duly constituted and legally responsible community association.
- b. The Covenants shall appropriately limit use of the Common Property by inclusion of a provision in ARTICLE IV, Section 1, General, and ARTICLE IX, Section 1, Uses of Stormwater management System.
- c. As stated in the Covenants, ARTICLE IV, Section 1, General, the Covenants shall assign responsibility for the maintenance of the Common Property to the appropriate Homeowners' Association.
- d. The Covenants shall place responsibility for enforcement of the Covenants contained therein upon the appropriate Homeowners' Association and its board of directors. References to enforcement are found in the Covenants, ARTICLE V, Section 1, Creation of Lien and Personal Obligations; Section 2, Annual General Assessment, Section 3, Special and Emergency Assessment; Section 4, Lot Assessment, Section 5, Commencement of General Assessments; Section 6, Effect of Nonpayment and Remedies of the Association; Section 7, Certificate; and ARTICLE VII, Section 25, Enforcement.
- e. The Covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision in the Covenants, ARTICLE V, Section 1, Creation of Lien and Personal Obligations; Section 2, Annual General Assessments; Section 3, Special and Emergency Assessments; Section 5, Commencement of General Assessments; and Section 6, Effect of Nonpayment and Remedies of the Association.

8-4-6 Access

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the Property via the proposed roads which will be dedicated to St. Johns County for ownership and maintenance. No individual lots will access State Road 13.

8-4-7 Privacy

Each dwelling will be provided visual and acoustical privacy by virtue of lot sizes and architectural control of the subdivision by the Architectural Review Board. Landscaping, both planted and retained native vegetation, shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Section 9-3-1 (below).
- c. The Final Development Plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access of fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries, and debris removal. Location of fire hydrants and water and sewer lines serving the Property are also depicted on the Final Development Plan. The fire hydrants to be installed pursuant to this Final Development Plan shall meet County standards and must be approved by the County Fire Coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants. The fire hydrants and water distribution system will be owned and maintained by the Utility Company serving the site both initially and long term.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Final Development Plan and which shall be dedicated to St. Johns County, shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners, with the exception that a request for variance be granted to allow for the construction of 18 inch wide "Miami"-type curb and gutter in lieu of 24-inch wide County standard curb and gutter. No structure (except for fencing) shall be built within 100 feet of the present centerline of the right-of-way of S.R. 13. A masonry

fence will be allowed at the western perimeter of the S.R. 13 right-of-way. However, should additional right-of-way be required by F.D.O.T., the fence shall be removed or relocated at the Developer's expense. No residential driveways from this PUD shall open onto S.R. 13.

- f. **Signs** - No signs will be installed as a part of Phase II development other than a small sign of four square feet maximum to identify each model home, traffic signs, or street signs, as may be deemed necessary.
- g. **Temporary Uses** - It is expected that model home buildings will be constructed. A maximum of two temporary construction trailers will be utilized on the site only during "horizontal" construction of the Phase II area of the P.U.D. construction. Trailers will be removed within 30 days after issuance of certificate of occupancy. Parking will be allowed in the model home driveways only. Sales offices will exist in the proposed model homes.
- h. **Maximum Height** - No building or unit in the subdivision shall be taller than the maximum height allowed in the Zoning Ordinance (for detached single-family homes) or thirty five (35') feet.
- i. **Sidewalks** - Sidewalks will be constructed as a part of this phase on Cunningham Creek Drive.

9-1-1 Drainage

The drainage system for the Property will prevent damage to abutting parcels and streets and is graphically depicted on the Final Development Plan. Specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage plan. All necessary easements for drainage shall comply with the requirements of 86-4 and shall be depicted on the Final Plat. 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. The proposed lake will be contained within a tract to be owned and maintained by a Homeowner's Association.

9-1-2 Separation From Walkway and Street

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

9-1-3 Entrances and Exits

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

9-1-4 Interior Drives

As shown on the Final Development Plan, Exhibit "A", interior drives (roadways) will be asphalt-paved at a width of 20-feet wide, with "Miami"-type curb and gutter on each side of each roadway. A variance from St. Johns County Ordinance 86-4 is requested to allow the construction of 18-inch wide "Miami"-type curb and gutter in lieu of 24-inch wide curb and gutter.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, there will be no off-street parking spaces other than the private driveways.

9-1-6 Lighting

Lighting within the Property will meet or exceed the minimum requirements of St. Johns County. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 Screening

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

9-2 Location

The required off-street parking facilities, consisting of driveways and garages, as described in Section 9-3-1 below, will be located upon the same parcel of land they are intended to serve.

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

The Property will be used for single-family residential lots. In accordance with Subsection "a" of 9-3-13, at least one off-street parking space will be provided per dwelling in each dwelling's driveway. Also, a garage for each unit shall exist.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

DEVELOPER: MONTGOMERY LAND COMPANY

AGENT:


Michael R. Boyer

P. U. D. OFF. REC.
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EXHIBIT "C"

**DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR**

RIVER OAKS PLANTATION PHASE II

**WITHIN THAT PORTION OF
THE PUD 93-43 NAMED
JULINGTON CREEK**

EXHIBIT "D"

P. U. D. OFF. REC.
BOOK H PAGE 102

**LIST OF SECTIONS OF DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
RIVER OAKS PLANTATION PHASE II**

**WITHIN THAT PORTION OF
THE PUD 93-43 NAMED
JULINGTON CREEK**

<u>SECTION</u>	<u>TITLE</u>
1. ARTICLE III	OWNER'S RIGHTS
2. ARTICLE IV	ASSOCIATION
3. ARTICLE V	COVENANTS FOR MAINTENANCE ASSESSMENTS
4. ARTICLE VII	GENERAL PROVISIONS
5. ARTICLE IX	STORMWATER MANAGEMENT SYSTEM

ARTICLE III

OWNER'S RIGHTS

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas. Included as part of the common area is a recreational area which consists of a swimming pool, a bath house, and a dock. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles, Bylaws, Association Rules and Regulations and the following provisions:

- (a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.
- (b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the members of the Association and their guests thereon.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the members of the Association.
- (d) The right of the Association to mortgage or convey all or any part of the Common Areas by 2/3 vote of the Lot owners.
- (e) The right of Developer or the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Areas.
- (f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.
- (g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any charges against such Owner's Lot remains unpaid and (ii) to suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days for any material infraction of the Association Rules and Regulations.

Section 2. Assignment of Right. Any Owner may assign his right of enjoyment to the Common Areas and facilities therein to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles and Bylaws and Association Rules and Regulations.

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

Section 4. Transfer of Title. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements, restrictions and governmental permits of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not be responsible for repairs, replacement, or additions to the common areas at the time of conveyance. However, Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein.

ARTICLE IV
ASSOCIATION

P. U. D. OFF. REC.
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Section 1. General. The duties and powers of the Association shall be those provided by law as set forth in this Declaration, the Association Articles and the Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Surface Water Drainage System as set forth in Article IX, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each Owner. Every Owner, excluding Developer, of a Lot, by acceptance of a deed, therefore, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association the charges established or described in this Article and in the Association Articles and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Surface Water Drainage System as defined in Article IX, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full. Mortgagees are not required to collect Assessments. In the event that an Owner owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall pay one (1) Assessment per lot in connection with the ownership of the Lot(s).

Section 3. Special and Emergency Assessments.

(a) In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas or platted areas, i.e., the pool, dock and Surface Water Drainage System as defined in Article IX, etc. including fixtures and personal property related thereto.

P. U. D. OFF. REC.
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(b) The Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas or the Surface Water Drainage System as defined in Article IX, and the Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

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

Section 5. Commencement of General Assessments. The General Assessments provided for herein shall commence as to each Lot on the first day following the conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association

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

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

(c) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any first mortgage placed upon any Lot so long as such mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of Lot pursuant to foreclosure, by such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which become due after such acquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Class A Members as an Association expense.

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

Section 8. Budget.

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

(b) The River Oaks Plantation Homeowners' Association, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles and Bylaws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for general operating reserve and reserves for contingencies and

P. U. D. OFF. REC.
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of Environmental Protection, U.S. Army Corps of Engineers, the St. Johns River Water Management District and any other controlling federal, state or local agencies. 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.

Section 23. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 24. Term. The Covenants and Restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D., 2023, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day of January, A.D., 2023 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which 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 agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years. The covenants and restrictions and easements in Article VIII, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

Section 25. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, any Owner, or the Association to (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorney's fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

Section 26. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 27. Temporary Accommodations for Builders. Contractors and subcontractors who are actively engaged in the construction of any Improvement on a Lot shall be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to an shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

ARTICLE VIII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. General. Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side

and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Cable Television. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

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

ARTICLE IX

STORMWATER MANAGEMENT SYSTEM

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Section 1. Uses of Stormwater Management System. Certain portions of the Property are or may be designated on the plats, in this Declaration or any supplemental declaration or in permits for the development of the Property to form a part of the Stormwater Management System, including, without limitation, swales, lakes, outlets, drainage pipes, etc. At the time of recording this Declaration, the Association hereby assumes all responsibility for operational and maintenance activities for the Stormwater Management System, including, without limitation, any obligations under the permits to keep the Stormwater Management System in proper and operational order, including all routine maintenance activities and any special repair activities, to maintain and control water level and quality of the Stormwater Management District and to maintain the bottoms of any lakes or wet retention areas within the Stormwater Management System. Developer reserves the right for the benefit of Atlantic Gulf Communities Corporation to assign some or all of the foregoing obligations presently vested in the Association to the Municipal Service Taxing Unit created pursuant to Ordinance No. 82-17, as it is amended from time to time ("MSTU") or a Community Development District to be established by Atlantic Gulf Communities Corporation, on such terms and conditions as Atlantic Gulf determines.

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

Atlantic Gulf Communities Corporation has the right to assign any of the foregoing responsibilities to the MSTU or a CDD, and upon such assignment, the Association shall have no further liability. The Association shall be responsible for the routine mowing of all portions of the Stormwater Management System which are not filled with water, including swales and dry retention areas, except those swales and dry retention areas located within the boundaries of a Lot, provided, however, neither the Association or any Owner shall mow or otherwise disturb any wetlands which constitute a part of the Stormwater Management System. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. If certain portions of the Stormwater Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot, including trash removal. In the event the Owner fails to provide such maintenance, then the Association may, but shall not be obligated to perform or cause such maintenance to be performed, at the Owner's costs and expense, as a Special Assessment.

Irrespective of which entity is providing the maintenance as set forth above, such entity is hereby granted an easement over any lands located between the top of bank and the water's edge for the purpose of access to provide such maintenance.

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

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

(a) No motorized or power boats shall be permitted on any water body or retention pond within the Stormwater Management System, with the exception of boats used for maintenance thereof.

(b) No bottles, trash cans or garbage of any kind or description shall be placed in any portion of the Stormwater Management System.

(c) No activity shall be permitted on any portion of the Stormwater Management System which may become an annoyance or a nuisance to the adjacent Property and the Owners thereof. The Association's determination of whether any activity constitutes an annoyance or a nuisance shall be dispositive.

(d) No person or entity except the Developer or the Association shall have the right, to pump or otherwise remove any water from any portion of the Stormwater Management System for the purpose of irrigation or for other use, without the consent of the Association.

(e) The Board shall not, without the consent of the applicable maintenance entity, be entitled to establish, amend or modify any rules and regulations governing the use of the Stormwater Management System.

(f) In connection with the platting or development of any portion of the Property or obtaining permits necessary to build the Stormwater Management System, the Developer may assume or may be required to assume certain obligations for the maintenance of Stormwater Management System, provided that such maintenance obligations may be assigned in accordance herewith to the MSTU or the CDD. The Developer herein assigns such obligations to the Association. The Association agrees that in connection with such assignment it shall indemnify and hold the Developer harmless with loss of life, bodily or personal injury or property damage or other damage arising out of or in connection with any occurrence in, on, upon or from the maintenance of Stormwater Management System occasioned wholly or in part by act or omission of the Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the act of the Developer, its successors, assigns or invitees.

(g) All Owners of Lake Lots and Creekfront Lots shall have a perpetual non-exclusive easement for enjoyment and use of any contiguous lake or wetland forming a part of the Stormwater Management System together with an easement for ingress and egress at the locations so designated by the Association. The foregoing easement shall be subject to the rules and regulations as set forth herein and as adopted by the Association from time to time and subject to the permits.

Section 2. Community Development District. Atlantic Gulf Communities Corporation has reserved the right to create a Community Development District in accordance with Chapter 190 of the Florida Statutes, which, if created, will include the Property. All Owners shall be deemed to have consented to the creation of such Community Development District by acceptance of a deed to all or any part of the Property. The consent is a covenant running with the land which shall be in effect until the Community Development District is formed or three (3) years after the recording of this Declaration, whichever shall first occur. The Community Development District may accept certain obligations of maintenance as set forth in this Declaration and the Developer reserves the right to modify or amend this Declaration to assure that all terms and conditions hereof are consistent with the terms and conditions of any governmental order creating a CDD.

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. 95-13

**adopted by the Board of County Commissioners
of St. Johns County, Florida at a regular
meeting of said Board held December 13, 1994**

CLERK OF CIRCUIT COURT
ST. JOHNS COUNTY
95 JAN 27 PM 4:00
CLERK OF CIRCUIT COURT
ST. JOHNS COUNTY

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 25th day of January, 1995.

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

By: Yvonne Carter
Yvonne Carter, Deputy Clerk

(seal)