

RESOLUTION NO. 94-90

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR MALLARD LANDING UNITS III & IV
R-PUD 93-012

WHEREAS, the Final Development Plan for Mallard Landing Units III & IV have been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, the request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance R-PUD 93-012; and

WHEREAS, the request received favorable review and recommendation by the Planning and Zoning Agency as its meeting on March 17, 1994; and

WHEREAS, the request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding areas;

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 Mallard Landing Units III & IV Final Development Plan made on behalf of Mallard Landing 81 Limited Partnership by Prosser, Hallock & Kristoff, Inc., 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 a part of Exhibit E attached hereto, and which is known as Mallard Landing Units III & IV 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.

Section 2. All building code, zoning ordinance, and other land use and development regulations of St. Johns County are applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance R-PUD 93-123. Modification to approved development plans by variance or special exception shall be prohibited. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

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 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 Engineers Dredge Fill Permit, St. Johns River Water Management District and Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for Mallard Landing Units III & IV is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 94-90.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 24th day of May, 1994.

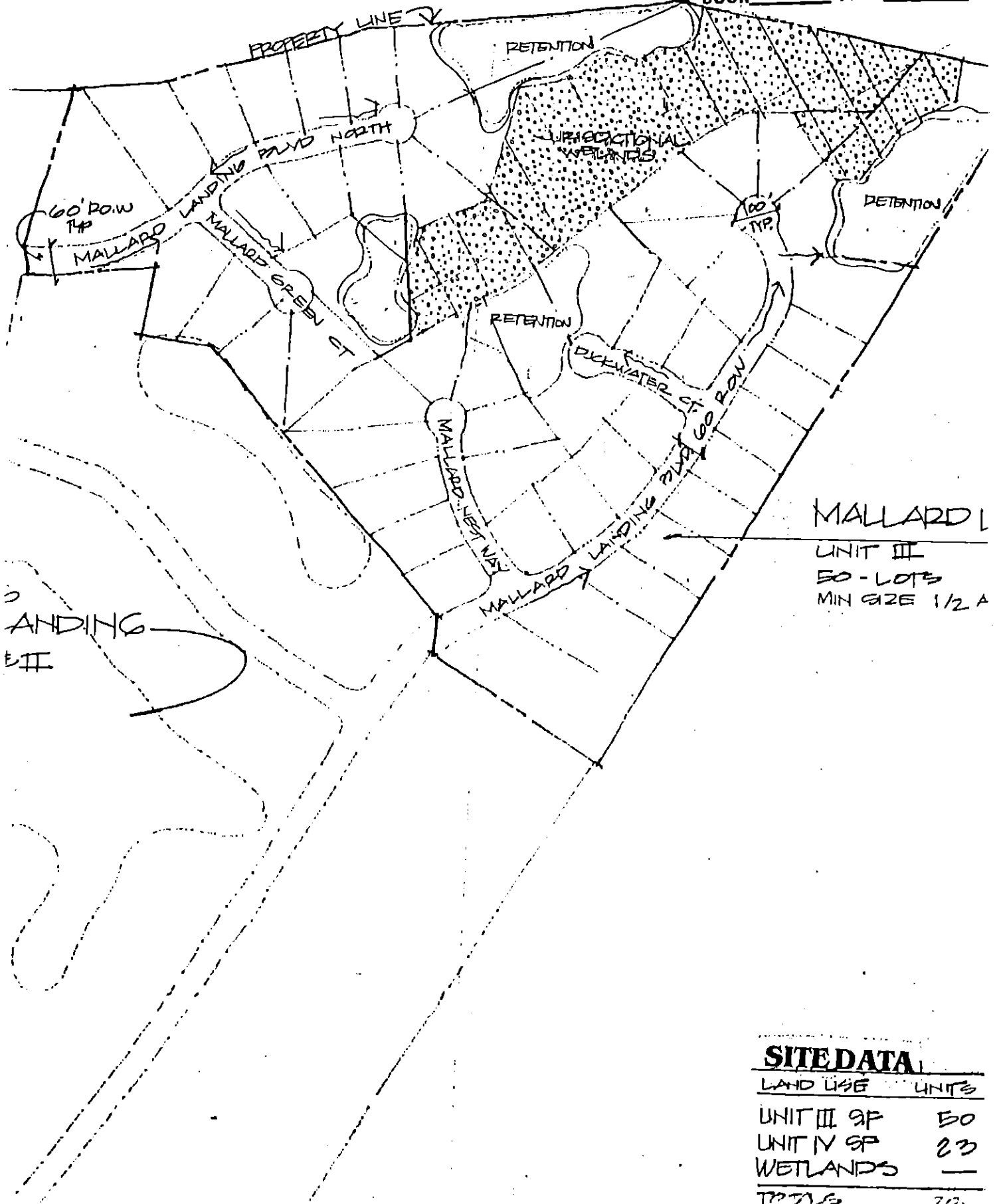
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Yvonne Carter
Deputy Clerk



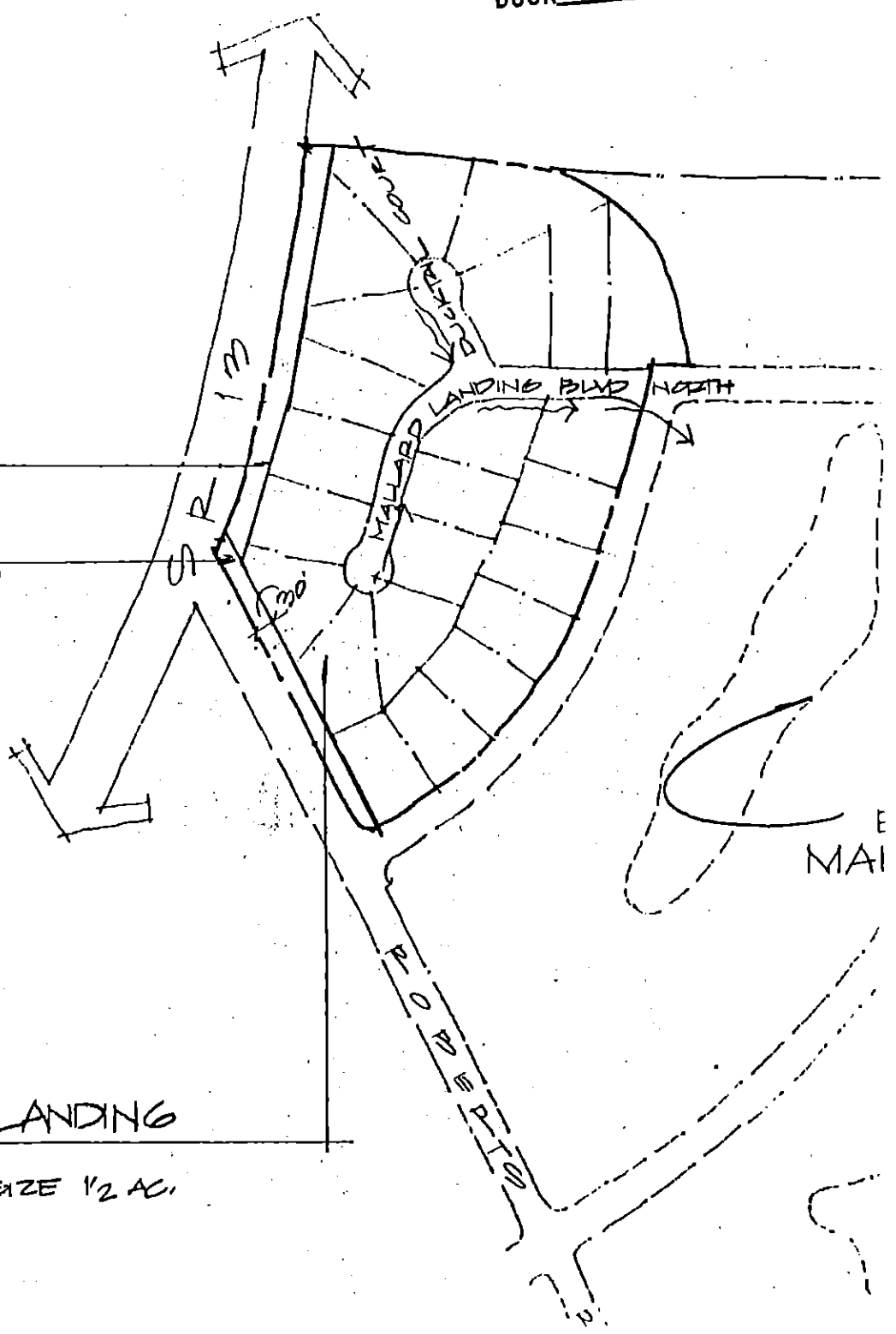


MALLARD I
UNIT II
50 - LOTS
MIN SIZE 1/2 A

SITE DATA	
LAND USE	UNITS
UNIT III SF	50
UNIT IV SF	23
WETLANDS	—
TOTALS	73

TRACT "B"
(TO BE DEEDED TO COUNTY)
FOR R.O.W.

TRACT "A"
(TO BE DEEDED TO COUNTY)
FOR R.O.W.



MALLARD LANDING
UNIT IX
23 LOTS MIN SIZE 1/2 AC.

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EXHIBIT B
FINAL DEVELOPMENT PLAN FOR
MALLARD LANDING UNITS III & IV
WITHIN PUD R PUD 93-012

Developer: Mallard Landing

Submitted: August 18, 1993

(Rev. 1/06/94)
(Rev. 3/09/94)
(Rev. 4/26/94)

On behalf of Mallard Landing 81 Limited Partnership, we, Prosser, Hallock & Kristoff, Inc., hereby submit for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a single family subdivision to be known as Mallard Landing Units III & IV (the "Property" or "Subdivision"). The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), for information a copy of the covenants and restrictions identified 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, ("the Resolution") legal description Exhibit E, and Exhibit F, Concurrence Exemption Letter. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance R-PUD 93-012. It occupies Parcels III & IV as shown on the approved PUD Master Plan. Under the approved PUD Master Plan, Parcels III & IV may be used for up to 73 single family units.

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 Wetland Resources Permit, St. Johns River Water Management District and Storage of Surface Waters Permit and Florida Department of Environmental Regulation 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 Mallard Landing Units III & IV 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 power to review and approve plats and replats under Section 177.071, F.S.). Those sections of the covenants which are specifically referenced herein and listed on Exhibit D are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A copy of the Covenants and Restrictions, for information is included with this submission and is identified as Exhibit C to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

Tract "A" a 30' wide parcel contiguous to Roberts Road and Tract "B" contiguous to SR 13 shall be converted to additional right-of-way. Such right-of-way shall be dedicated to the County at the time of platting.

8-4-1 Density of Development

The total ground area occupied by residential buildings and structures in the Subdivision shall not exceed 35 percent of the total ground area committed to residential use.

8-4-2 Open Space

An area of jurisdictional wetlands to be preserved is designated as Tract "C" on the Map and protected by a conservation easement to be recorded on the plat. This area will not be disturbed. The exact boundaries of this area will be established by survey and shall be depicted on the signed and sealed construction plans and final plat. Retention areas are designated on the plans as easements and will be maintained by a homeowner's association whose membership will include all lot owners within the Subdivision.

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

All development which is to occur within the Subdivision will comply with the spirit and intent of the PUD Zoning Ordinance. There will be no more than 73 residences in the Subdivision. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots.

A maximum of seventy-three (73) single-family lots will be developed within the Property. Approximately fifty (50) lots will be developed in Phase III and twenty-three (23) lots in Phase IV. All lots will have minimum size of one-half (1/2) acre and width of one hundred twenty feet (120'). Provided lots fronting on cul-de-sacs or on curves will have a minimum width of one hundred feet (100') at the front setback line.

The single-family homes to be developed on the lots will have a minimum square footage (heated and cooled area) of 1,800 square feet. The setbacks for the single-family lots will be forty feet (40') for front yards, twenty feet (20') for rear yards and ten feet (10') for side yards. All setbacks shall be measured from the foundation. Roof and other structural overhangs may extend into side yards by up to three feet (3').

The required setback from Roberts Road and SR 13 for all lots in Phase IV shall be 30'. In addition, no accessory structures or uses shall be located within ten feet (10') of any lot line which abuts Roberts Road and SR 13.

The plans and specifications for homes and other structures proposed to be developed within the Property will be subject to the approval of an Architectural Review Committee, prior to issuance of a building permit.

In addition to the single-family homes described above, the lots may contain customary accessory uses such as swimming pools, fences, barbecue pits and tool sheds, the location and

design of which shall be in accordance with the recorded Deed Restrictions and as approved by the Architectural Review Committee.

The Owners of Lots within Mallard Landing, Units III and IV, which abut State Road 13 and/or Roberts Road shall, at each Owner's expense, install and maintain a six (6') foot wooden privacy fence of reverse board and batten design along all Lot lines which abut State Road 13 and/or Roberts Road. The fence shall be the Owner of each Lot at the time of construction of a residence thereon, pursuant to plans and specifications approved by the Architectural Control Committee.

A single project identification sign may be constructed for each project phase (III and IV). The project identification sign will have a minimum setback of five (5') feet from the ROW and have a maximum size of 30 square feet. The sign location is identified as Tract "D" and will be dedicated and maintained by the homeowner's association.

The maximum height of structures within the Property shall be thirty-five feet (35').

A single temporary construction trailer may be used within the Subdivision during the construction period (which shall be up to 12 months from the date of approval of this final development plan). The temporary construction trailer shall have a minimum setback of 100' from SR 13.

8-4-4 Project Size

The PUD consists of more than twenty (20) acres. Unit III consists of 55.56 acres and Unit IV consists of 16.73 acres.

8-4-5 Support Legal Documents for Open Space

- a. The Covenants and Restrictions provide for the conveyance of title to the common property to, and ownership by the Homeowner's Association, a duly constituted and legally responsible community association.
- b. The Covenants and Restrictions appropriately limit the use of the common property.
- c. The Covenants and Restrictions assign responsibility for management and maintenance of the common property to the Homeowner's Association.
- d. The Covenants and Restrictions place responsibility for enforcement of the covenants contained therein upon the Homeowner's Association.
- e. The Covenants and Restrictions permit the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Final development Plan, each lot is provided vehicular access within the Property via the public roads to be owned by the St. Johns County.

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.

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 below:

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 Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4.

9-1-2 Separation from Walkway and Street

No combined off-street parking and 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 the County Specifications.

9-1-4 Interior Drives

As shown on the Map, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Map, there will be no parking spaces other than private driveways and garages.

9-1-6 Lighting

Lighting within the Property will meet or exceed minimum lumens of 100 watt high pressure sodium fixture lights affixed 16 feet above the roadway and 300 feet on the center.

9-1-7 Screening

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

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve.

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

The Property will be used for single-family residential lots. Therefore, in accordance with subsection "a" 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

DEVELOPER

By: Penn R. Kosicki
PENNIS KOSICKI - PRES

LOCATION MAP

P.U.D. OFF. REC.
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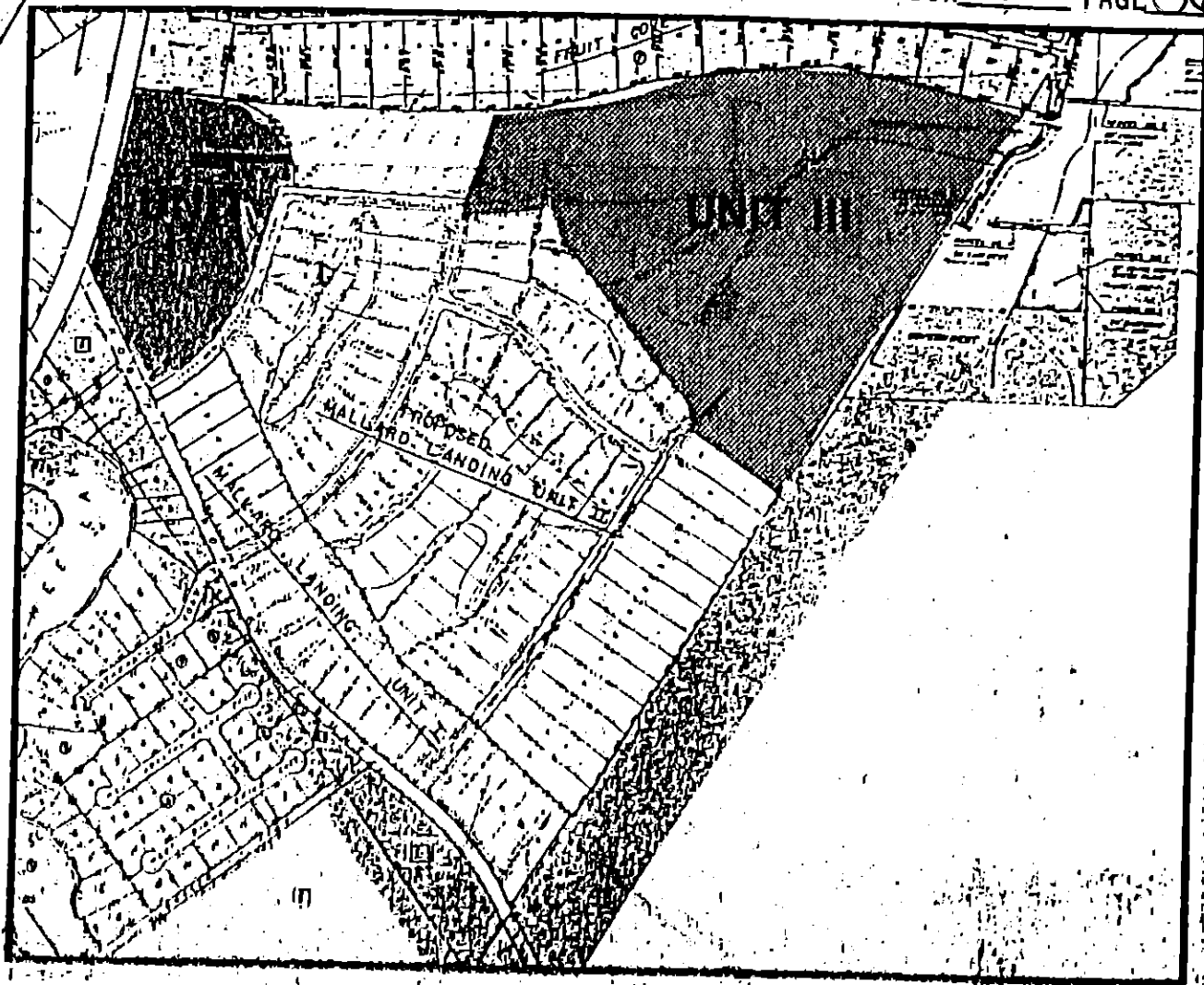


EXHIBIT C

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 693142

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**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MALLARD LANDING UNITS III AND IV**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, ("Supplemental Declaration") is made and executed by MALLARD LANDING 81, LIMITED PARTNERSHIP, a Florida Limited Partnership, (the "Declarant").

R E C I T A L S:

1. Declarant is the owner of certain real property situated in St. Johns County, Florida, which real property is more particularly described as all that real property contained within the plat of Mallard Landing, Units III and IV, according to plat thereof recorded in Plat Book _____, Page _____, public records of St. Johns County, Florida, ("Mallard Landing, Units III and IV").

2. Mallard Landing, Units III and IV are part of the Mallard Landing Planned Unit Development (the "Planned Unit Development") consisting of single-family homes and a park site, all of which are governed by, restricted and subject to that certain Declaration of Covenants and Restrictions Mallard Landing, recorded in Official Records Book 691, Page 694, public records of St. Johns County, Florida (the "Master Declaration").

3. Pursuant to the terms of the Master Declaration, Declarant desires to affirm that Mallard Landing, Units III and IV are subject to the terms of the Master Declaration and to the additional covenants, conditions, easements and restrictions contained in this Supplemental Declaration.

4. Declarant and/or its successors has created the Mallard Landing Homeowners' Association, a Florida not-for-profit corporation, (the "Master Association") to manage all of the property within the Planned Unit Development, maintain the common property located therein and administer and enforce the easements,

covenants, conditions, restrictions and limitations set forth herein and in the Master Declaration and collect and disburse all assessments provided for in the Master Declaration and this Supplemental Declaration.

5. Declarant desires to bring Mallard Landing, Units III and IV within the jurisdiction of the Master Association.

NOW, THEREFORE, the Declarant hereby confirms that Mallard Landing, Units III and IV are subject to the terms, conditions, covenants and restrictions of the Master Declaration which terms, conditions, covenants and restrictions are incorporated herein and made a part hereof by reference, as if such terms and conditions were set forth in full. The Declarant further subjects Mallard Landing, Units III and IV to the terms and conditions set forth in this Supplemental Declaration. Mallard Landing, Units III and IV shall be held, sold and conveyed, subject to the easements, covenants, conditions and restrictions contained in the Master Declaration and this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with Mallard Landing, Units III and IV and be binding upon all parties having any right, title or interest in Mallard Landing, Units III and IV, or any part thereof, and their respective heirs, successors, assigns and mortgagees, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Supplemental Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as amended from time to time.

1.2 "Master Association" shall mean and refer to the Mallard Landing Homeowners' Association, a Florida not-for-profit

corporation, its successors and assigns.

1.3 "Board of Directors" shall mean and refer to the board of directors of the Master Association.

1.4 "By-Laws" shall mean and refer to the By-laws of the Master Association as amended from time to time.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Master Association is or may be responsible under the Master Declaration and this Supplemental Declaration and those additional items of expense approved by the owners in the manner set forth in the Master and Supplemental Declarations, the Articles or the By-laws.

1.6 "Common Property" shall mean and refer to those tracts of land dedicated or deeded to the Master Association for the common use and enjoyment of the Owners and their guests and invitees and all improvements constructed thereon. All Common Property is intended for the common use and enjoyment of the owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors, subject to any rules and regulations adopted by the Master Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Master Association.

1.7 "Declarant" shall mean and refer to Mallard Landing 81, Limited Partnership, a Florida Limited Partnership, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

1.8 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded subdivision plat of Mallard Landing, Units III and IV, and on any subsequently recorded subdivision plat of any additional contiguous land made subject to this Supplemental Declaration by the Declarant.

1.9 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the subdivision plat of Mallard Landing, Units

III and IV, referred to herein and any Subdivision Plat of additional contiguous land made subject to this Supplemental Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.10 "Property" shall mean and refer to all real property described on the plat of Mallard Landing, Units III and IV.

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

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

2.1 The Master Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Master Association shall deem to be necessary or advisable for the proper operation of the Master Association, whether such personnel are furnished or employed directly by the Master Association or by any person or entity with whom it contracts. The Master Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

2.2 The Master Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of the Articles and By-Laws.

The Master Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

2.3 The Master Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Master Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

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

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

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

ARTICLE III

ADDITIONAL USE RESTRICTIONS

As stated above, the Lots in Mallard Landing, Units III and V, shall be subject to all restrictions contained in the Master Declaration. In addition, all Lots within Mallard Landing, Units III and IV, shall be subject to the following additional use

restrictions:

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3.1 No structures shall be erected less than forty feet (40') from the front Lot line, twenty feet (20') from the rear Lot line or ten feet (10') from the side Lot line of any Lot. All setbacks established herein shall be measured from the wall of the structure. Eaves and cornices of a structure may extend up to three feet (3') beyond the setback limits established above.

3.2 In addition to the setbacks established in subparagraph 3.1 above, all main structures located on Lots in Units III or IV shall be setback a minimum of thirty feet (30') from the right-of-way of Roberts Road and no accessory structures or uses shall be located within ten feet (10') of any Lot line which abuts Roberts Road.

3.3 The Owners of Lots within Mallard Landing, Units III or IV, which abut State Road 13 and/or Roberts Road shall, at each Owner's expense, install and maintain a six foot (6') wooden privacy fence of reverse board and batten design along all Lot lines which abut State Road 13 and/or Roberts Road. The fence shall be installed by the Owner of each Lot at the time of construction of a residence thereon, pursuant to plans and specifications approved by the Architectural Control Committee.

3.4 The thirty foot (30') wide non-access buffer lying contiguous to State Road 13 and Roberts Road and contained on the plat of Mallard Landing, Units III and IV, shall not be utilized for access to State Road 13 and/or Roberts Road.

3.5 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of the nuisance restriction contained in the Master Declaration.

3.6 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

3.7 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control Committee.

3.8 All Lots shall remain uncleared, in a natural state, until a Lot is to be used for building purposes. No tree of a diameter in excess of eight inches (8") at a height of five feet (5') above ground level, may be removed from a Lot without the approval of the Architectural Control Committee. All requests for tree removal shall be submitted to the Architectural Control Committee along with a site plan showing the location of such tree or trees.

ARTICLE IV

ARCHITECTURAL CONTROL

4.1 No buildings or structures, including docks and bulkheads, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of nine (9) months

from date construction is begun.

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The Declarant may, in its sole discretion, transfer control of the Architectural Control Committee to the Master Association at such time as the Declarant no longer holds any Lots for sale within Mallard Landing, Units III and IV.

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

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the ARC of four (4) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon.

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

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

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

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT AND LIEN RIGHTS

5.1 Declarant hereby covenants for each Lot within Mallard Landing, Units III and IV, and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, to pay to the Master Association all assessments authorized in the Master Declaration and this Supplemental Declaration. The assessments shall be established as provided in the Master Declaration and utilized for the improvement and maintenance of all Common Property within the Planned Unit Development and for any other purpose set forth in the Master Declaration. Such assessments shall be collected by the filing of a Claim of Lien or by any other means authorized in Article VII of the Master Declaration.

5.2 The Master Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s). Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Master Association shall be responsible for such maintenance and operation, in the event such maintenance is not performed by the owners of the above described lots. Any repair or reconstruction of the surface water or stormwater management system(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

5.3 In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI
EASEMENTS

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6.1 Declarant hereby reserves a perpetual right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a seven and one-half foot (7.5') strip of land located parallel to and along all side and rear Lot lines and a ten foot (10') strip of land located along and adjacent to all front Lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to a Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE VII
GENERAL PROVISIONS

7.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.

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

effect.

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

7.4 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(s).

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

7.6 Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

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

7.8 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2021. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing

to change said covenants in whole or in part.

7.9 Notwithstanding any other term or provision of this Supplemental Declaration or the Master Declaration, the Declarant reserves the right to install signs within Mallard Landing, Units III and IV, as authorized by the applicable provisions of the Planned Unit Development and to locate not more than two (2) construction trailers within Mallard Landing, Units III and IV, during the period of construction of the subdivision improvements. Provided, such construction trailers shall be removed within thirty (30) days following completion and acceptance by St. Johns County of the subdivision improvements.

7.10 In the event of any conflict between the terms and provisions of this Supplemental Declaration and of the Master Declaration, with respect to the Lots in Mallard Landing, Units III and IV, the terms of this Supplemental Declaration shall control.

IN WITNESS WHEREOF, the undersigned Declarant have affixed its hand and seal on this _____ day of _____, 199__.

Signed, sealed and delivered in the presence of:

MALLARD LANDING PHASES III AND IV LIMITED PARTNERSHIP, a Florida Limited Partnership

Witness
(type or print name)

By: _____
Its _____

Witness
(type or print name)

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 199__, by _____ as _____ of Mallard Landing Phases III and IV Limited Partnership, a Florida Limited Partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.

Notary Public
(Name of notary, typed/printed)
My commission expires: _____
My commission number: _____
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DECLARATION OF COVENANTS AND RESTRICTIONS
MALLARD LANDING

This Declaration made this 10th day of December, 1985, by Mallard Landing Associates, Ltd., a Florida limited partnership (herein "Grantor").

WHEREAS, Grantor is the owner of certain property located in St. Johns County, Florida, and which is more particularly described on attached Exhibit "A"; and

WHEREAS, Grantor has established a general plan for the improvement and development of the Property, which general plan is and will be for the benefit of present and future owners of all or any part of the Property and shall inure to the benefit of and run with each and every part of the Property.

NOW THEREFORE, in consideration of the premises and in order to accomplish the purposes herein set forth, Grantor does hereby create, declare, and establish the following restrictive covenants, reservations, and requirements (hereinafter referred to as the "Covenants" or a "Covenant") as to the Property:

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I. Definitions:

(a) "Association" shall mean and refer to The Mallard Landing Homeowners Association, a Florida not for profit corporation.

(b) "Lot" shall mean and refer to any individual plot of land identified as a lot upon any recorded subdivision map or plat of the Property.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers and contractors, but excluding mortgages and also excluding Grantor.

(d) "Property" shall mean and refer to any portion of the real property described on Exhibit "A" which is platted as a single family residential subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Property may be collectively referred to as "Mallard Landing".

II. Purpose - Binding Effect:

(a) The purpose of the Covenants is to insure use of the Property for attractive residential purposes only, to prevent nuisances, to maintain the attractive and desirable character of the Property, and to secure for the present and future owners of all of the Lots, their respective heirs, administrators, executors, personal representatives, successors and assigns, the full benefit and enjoyment of their respective properties with no greater restriction of the free use of their land than is necessary to insure the same advantages to all of the others.

(b) Each grantee of any part of the Property and all subsequent purchasers will, by accepting conveyance, accept same subject to the Covenants. All of the Covenants are and shall be construed as running with the land and shall be binding upon and inure to the benefit of all persons at any time having any interest in the Property or any Lot.

III. Effective Date: The Covenants shall become effective and apply to each phase of the Property as of the date the plat thereof is recorded in the Official Records of St. Johns County, Florida.

IV. Duration of Covenants:

The Covenants shall continue and remain in full force and effect until December 31, 2005, on which date the Covenants shall terminate and be of no further legal or equitable effect. PROVIDED, HOWEVER, that the Covenants shall be automatically extended for a period of ten (10) years and thereafter for successive ten year periods unless prior to the end of one of such extension periods (or prior to December 31, 2005) the owners of a majority of the Lots shall by written instrument duly recorded declare a termination of the same.

V. Application of Declaration to Purchasers at Foreclosure:

Should any mortgage, deed of trust, or other lien, consensual or nonconsensual, be foreclosed on the Property, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by this Declaration.

VI. Membership and Voting Rights in the Association: The Owner of each Lot shall become a member of the Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title thereto from Grantor or its successors in title. There shall be appurtenant, and pass with title to each Lot one vote as a member of the Association, which may be exercised by the Owner as set forth in the Articles of Incorporation and By-Laws of the Association. The number of votes shall, at all times, equal the number of Lots then platted and recorded. Membership in the Association shall terminate when an Owner's vested interest in the fee title to the Lot terminates. Membership in the Association cannot be separately transferred, assigned, or pledged in any manner except as an appurtenance to the respective Lot.

VII. Assessments by the Association:

(a) Each Owner of any Lot by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges to be used for landscaping, mowing, and maintenance of the entranceway to the Property, rights of way, lakes and parks within the Property, and such other areas within or adjacent to the Property, including the intersection of Roberts Road and State Road 13, as the Association deems appropriate or desirable, and (ii) special assessments for capital improvements or otherwise, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees (whether at trial, on appeal, or otherwise) shall be a charge against and a continuing lien upon the Lot or Lots against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, as aforesaid, shall also be the personal obligation of the person(s) or entity who was the Owner of such Lot or Lots at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

(b) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be Two Hundred and No/100 Dollars (\$200.00) per lot, payable in quarterly installments of Fifty and No/100 Dollars (\$50.00) each. Quarterly installments of an Owner's annual assessment shall be due and payable in advance on the first day of January, April, July, and October of each year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be set by the Board of Directors of the Association at a special meeting called for that purpose.

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(c) In addition to the annual assessments authorized above, the Association, through its board of directors, and with the approval of not less than seventy-five percent (75%) of the Owners, may levy special assessments for the purpose of defraying in whole or in part, the construction of capital improvements within Mallard Landing. Special assessments may also be levied when the Board, in its sole discretion, determines that the annual assessments are or may be insufficient for the purposes intended or in the event of an unforeseen emergency.

Written notice of a special assessment shall be given to each Lot Owner not less than thirty (30) days prior to the due date thereof. Said notice shall state the reason for the special assessment, the amount, and the due date thereof.

(d) The assessments provided for herein, whether annual or special, shall be used exclusively to promote the recreation, health, safety, and welfare of Lot Owners and to enhance the aesthetic appeal of Mallard Landing as a residential community.

(e) Any assessment not paid within thirty (30) days after the due date therefor shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use, abandonment, or otherwise. In the event that an owner fails to pay an assessment or installment thereof (as the case may be), the Association may bring an action at law against the Owner personally obligated to pay the same or may establish and foreclose the lien herein granted against the Property. In pursuing the latter aforementioned remedy, the Association shall be entitled to file a Claim of Lien in the public records of St. Johns County, Florida, which claim shall be effective from and after recordation. The Claim of Lien shall describe the Lot or Lots encumbered thereby, the Owner's name, the amount and date when due, and shall continue in effect until all sums secured thereby are paid in full. The Claim of Lien shall be signed and verified by an officer or agent of the Association and shall include only assessments which are due and payable as of the date of recordation, plus interest, costs, attorney's fees, advances to pay taxes, and prior encumbrances and interest thereon. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of the Association's Claim of Lien.

(f) The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, deed in lieu of foreclosure, or judicial sale shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot and the then Owner thereof from liability for any assessments thereafter coming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party personally liable for such assessments from the payment thereof or precluding the enforcement of collection of such payment by means other than foreclosure.

(g) Grantor shall not be liable for the payment of any annual or special assessments provided for herein. As long as Grantor owns not less than twenty-five percent (25%) of the Lots, Grantor agrees to pay that portion of the Association's annual expenses which exceed the total annual assessment of Owners in any year, up to a maximum amount of Ten Thousand and NO/100 Dollars (\$10,000.00) per year.

VIII. Required Prior Approvals:

(a) Prior to December 31, 1995, no structure, including any fence, shall be erected, placed, or altered on any Lot until

the construction plans and specifications and a plan showing the location of such structures have been approved by Grantor, who may consider, among other factors, the quality of workmanship and materials, harmony of exterior design with existing structures and the Property, location with respect to topography, and finish grade elevation.

(b) Prior to December 31, 1995, no living tree having a diameter greater than eight (8) inches at a height of five (5) feet above ground level may be cut on the Property without prior written consent of the Grantor.

(c) Prior to December 31, 1995, no light posts and light terminals (unless affixed to a structure), exterior antennas, free-standing mail boxes, or swimming pools may be erected or placed on any Lot without the prior written approval of Grantor.

(d) Notwithstanding the foregoing, Grantor reserves the unilateral right in its sole discretion to waive or terminate its right to the above described prior approvals, or any of them, by written instrument duly signed and recorded by Grantor.

IX. General Residence and Structure Restrictions:

(a) No structures whatsoever except no more than one private dwelling house (with necessary out-buildings including garages, or animal enclosures), shall be erected, placed, or permitted on any Lot or any part thereof. Each dwelling house shall be used as a private residence only (although not necessarily a primary residence). Any garage shall be for not more than three (3) cars, and may also include a servant's, quest's, storage, or tool room as part of the garage structure.

(b) No dwelling house placed on any Lot shall have a heated and air conditioned enclosed living area (exclusive of screened porches, storage rooms, and garages) of less than one thousand eight hundred (1,800) square feet. No residence or other permitted structure shall be constructed by the use of exposed concrete block. No metal roofs shall be permitted on any structure.

(c) When the construction of any structure is once begun, work thereof shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all connected structures must be completed within nine (9) months after the start of construction, unless completion is rendered impossible as the result of strikes, fires, national emergencies, or natural calamities. Within thirty (30) days of substantial completion of a dwelling house, the Owner thereof shall sod the entire area from the front building line for the dwelling to the paved edge of the street, less any landscaped areas.

(d) Except on corner lots, the entrance to the garage or carport, if any, must face towards a side lot line or rear lot line. Carports shall not be constructed on corner lots. The garage, if any, on corner lots shall be constructed as a side entry or rear entry garage relative to the primary front entrance to the residence. All carports must be structurally integrated with the related residence. Garages must be structurally integrated with the related residence, or, alternatively, located within seventy-five (75) feet of the residence and finished in an exterior finish of like kind and quality as said residence.

(e) Window air conditioners may not be installed or maintained on the exterior of any residence and may not be installed on any other structure unless both not visible from the street and also facing a rear lot line.

(f) Promptly upon completion of a residence on a Lot, such Lot owner shall promptly erect upon his Lot a light post

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equipped with an electric lamp, the design of which has been approved by Grantor, and shall maintain such a lighted condition during hours of darkness.

(g) Swimming pools, if any, may not be located between the street and the main dwelling.

(h) No clothes or laundry shall be hung on clothes lines erected unless both not visible from the street and also facing a rear lot line.

(i) No structure, except as permitted hereinbelow for fences and/or docks, shall be placed within fifteen (15) feet of any side lot line or within twenty (20) feet of any rear lot line, or within forty (40) feet of any front lot line.

(j) Except in connection with the sale of a Lot (and the improvements thereto, if any), no signs of any kind shall be displayed to the public view on any Lot. Notwithstanding the foregoing, however, one small sign may be used to denote the name of the Lot owner and/or resident, provided such sign shall not exceed one hundred fifty (150) square inches in size. Nothing herein, however, shall be construed to restrict in any manner the Grantor from placing signs and advertising on the Property or any portion thereof in connection with the sale of Lots or residences located therein.

(k) Lots shall be used only for residential purposes, and no manufacturing or commercial enterprise or any activity for profit shall be maintained on or in any connection with any Lot. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine, or similar activity such as exploration for or removal of natural resources shall not be permitted, except that property owners shall have the right to establish and maintain a water well for personal non-potable use.

(l) No Lot shall be used for any purpose or maintained in a manner that, as a matter of common experience, tends to create or constitute a private or public nuisance. No rubbish or trash shall be allowed to accumulate on any Lot. Lots shall be maintained in a moved and neatly maintained condition at all times. Structures on a Lot shall not be allowed to fall into disrepair and will be reasonably maintained.

(m) No temporary residence or temporary out-building shall be placed on any Lot and no mobile home, automobile house trailer, trailer coach, movable house, modular home, recreational vehicle or other like structure designed to be moved and occupied after movement with only minor unpacking and/or assembly or not needing a foundation, or movable without use of regular house moving equipment, will be placed on any Lot whether for use as a dwelling house or any out-building.

(n) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(o) No vehicles except passenger automobiles in running order (including, but not limited to, boats, boat trailers, travel trailers, trucks, camp trailers, motor homes and mobile homes) or any similar property may be kept on any street or stored on any Lot except within a garage or behind the front line of the residence structure.

(p) All garbage and trash must be stored in closed containers and until placed for pickup shall be kept in such location so as to be hidden from view until day of pick-up.

(q) There shall be no outside storage of materials prior to the construction of a dwelling on any Lot. No out-buildings

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shall be erected prior to commencement of the construction of a dwelling.

(r) All propane tanks shall be buried or enclosed so as not to be visible from the street.

(s) All roads, driveways, and similar connections to the street shall be asphalt, concrete, or a smooth, hard surface paving material similar thereto for at least twenty (20) feet from the point of access to the street. All such connections shall provide for proper grading and drainage to insure that no damage is done to, nor hazard created to the road or to vehicles or to individuals utilizing the road. Said connections shall at all times, for the required twenty (20) feet, be maintained by the owner in a safe condition. All headwalls for culverts placed in swales or ditches shall be in a design approved by Grantor.

(t) If required by Grantor, all buildings within the Property shall connect to such central water and sewer utilities systems as may hereafter become available, within ninety (90) days after such utilities become available. Until such central water or sewer utilities systems or both, become available, the owners of the Lots shall maintain individual water supply and sewage disposal systems within the respective Lots sufficient to serve their individual needs, in accordance with the requirements of St. Johns County and the State of Florida. Should a central water supply system become available, no individual water well shall be permitted within the Property except for nondomestic use such as irrigation and swimming pools, subject to applicable governmental regulations. In addition to those easements shown in the recorded plat of the Property, Grantor hereby reserves perpetual, non-exclusive, assignable easement and rights-of-way for the construction, maintenance, and operation of utilities and drainage lines, whether public, quasi-public, or private. Such easements and rights-of-way shall be located within ten (10) feet of the front (street) line of each Lot, and within seven and one-half (7-1/2) feet of all side and rear Lot lines. Grantor also reserves perpetual nonexclusive assignable easements from the high water mark of any lake contained within the Property and extending fifteen (15) feet away from the center of any lake for the purpose of maintaining grassing, mowing, or landscaping the downward slope of the bank of any lake within the Property. To the extent such easements overlap or conflict with those shown on the recorded plat of the Property, the easement which is greater in size shall be applicable.

(u) No dock or other structure shall be erected or maintained on the bank or over the waters of any lake within the Property.

X. Animals, Birds, Livestock, and Pets:

No livestock may be maintained on any Lot, except that up to no more than four (4) pets (including dogs, cats, and/or other small animals not exceeding one hundred (100) pounds in weight) may be permitted on any Lot, provided that a residence on such Lot is complete and occupied and further provided that such animals shall be controlled on such Lot by a method commonly used for that species.

XI. Further Subdivision:

Without the prior consent of Grantor, no Owner shall sell, subdivide, partition or in any way dispose of a Lot in a parcel or parcels smaller than that originally shown on the recorded plat of the Property.

XII. Fences, Hedges, and Decks:

(a) Fences and hedges may be placed up to the side or rear lot lines of any Lot, but no closer than ten (10) feet from the property line bordering the street. All fences and posts shall be of all wood construction. No fences shall exceed six (6) feet in height, and no fences between the front line of the residence structure and the street shall exceed four (4) feet in height.

(b) Decks constructed between the residence structure and rear lot line shall be exempt from set-back restrictions imposed in this Declaration of Restrictions.

XIII. Amendments to Declaration:

Any provision to this Declaration may be amended, modified, rescinded, or revoked, and amendments, modifications, rescissions, or revocations may be made at any time or from time to time but only by written instrument duly recorded and signed by the owners of a majority of the Lots.

XIV. Enforcement of Declaration:

(a) It is understood and agreed that the Covenants attach to and run with the Property and it shall be lawful not only for the Grantor, its successors and assigns, but also for the present or future owner or owners of any Lot, their respective heirs, administrators, executors, personal representatives, successors, and assigns, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of the provisions excepting only that no right whatsoever shall be construed to the benefit of any party to compel action or inaction by Grantor under Section V hereinabove captioned Required Prior Approvals.

(b) No delay or omission on the part of any person entitled to enforce the Covenants in exercising any rights, power or remedy available to them shall be construed as a waiver of such right or acquiescence in breach of any provisions of this Declaration. No claim for relief and no right of action shall accrue in favor of any person against any other person entitled to enforce the Covenants for or on account of failure of the latter to bring any action on account of any breach of the Covenants or for the imposition of any provision in this Declaration which may be held unenforceable.

(c) Grantor shall have the right to waive any deviations or violations of these Covenants and Restrictions which, in its sole discretion, it terms to be a minor deviation or violation. Such waiver must be in writing and signed by the Grantor or its designated representative.

XV. Effect of Partial Invalidity of Indenture:

(a) In the event any provision of this Declaration shall be declared invalid by a court of competent jurisdiction, such declaration shall not in any manner affect, modify, or nullify any of the other provisions of this Declaration and such other provisions shall continue unimpaired, in full force and effect.

(b) In the event any provision of this Declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the provisions shall be effective, then, and in such event, the relevant provision shall be reduced to a period of time which shall not violate the laws of the State of Florida.

(c) This Declaration or any part thereof notwithstanding, the Property shall be subject to any and all rights and privileges which any governmental authority may have acquired through dedication or the filing or recording of maps or plats of any part of this Property. This Declaration or any part thereof in conflict

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with any present or future ordinance, law, regulation, or statute of the State of Florida, the County of St. Johns, or any governmental subdivision within the jurisdiction of which all or any part of the Property is now or may hereafter be located is or will be invalid to the extent of such conflict.

XVI. Successors of Grantors:

(a) The Grantor shall have the sole and exclusive right from time to time to transfer, assign to and withdraw from such person or entity as it shall select, any or all of the rights, powers, and privileges given to or reserved by the Grantor by any part of the Covenants contained in this Declaration.

(b) The Grantor may (but need not) establish one or more corporations or other entities in which each owner of any part of the Property shall be a member. Any such entity may (but need not) be granted part or all of the authorities granted or reserved under this Declaration.

(c) To exercise any of the foregoing options reserved to the Grantor under the provisions of this Section XVI, the Grantor shall record an instrument in the public records of St. Johns County, Florida, referring to this Section XIII and specifying in reasonable detail the particulars of the action taken by the Grantor hereunder.

(d) If at any time hereafter there shall be no person or entity entitled to exercise the rights, powers, and privileges given to or reserved by the Grantor under the provisions hereof, same shall be vested in and exercised by a committee of five (5) persons to be selected by the owners of a majority of the Lots, provided, however, that nothing herein contained shall be construed to confer any rights, powers, or privileges upon such a committee except in the event described above.

IN WITNESS WHEREOF, Mallard Landing Associates, Ltd., has executed this indenture as of the 10th day of December 1985.

Signed, sealed, and delivered in the presence of:

Gregory L. Deane
Linda M. Clary
Gregory L. Deane
Linda M. Clary
Gregory L. Deane
Linda M. Clary

MALLARD LANDING ASSOCIATES, LTD.

By: Thomas C. Turner
Thomas C. Turner, General Partner
By: Michael S. Braten
Michael S. Braten, General Partner
By: John S. Edgerly
John S. Edgerly, General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

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I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Thomas C. Turner, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December, 1985.

Linda M. Elery
Notary Public, County and State aforesaid

My Commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael E. Braren, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December, 1985.

Linda M. Elery
Notary Public, County and State aforesaid

My Commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John R. Edgerton, to me well known to be a General Partner of Mallard Landing Associates, Ltd., a Florida limited partnership, in whose name the foregoing instrument was executed, and that he acknowledged executing the same as such general partner of such partnership freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 10th day of December, 1985.

Linda M. Elery
Notary Public, County and State aforesaid

My Commission expires:

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A part of the REBECCA PENGREZ GRANT, Section 42, Township 5 South, Range 27 East, St. Johns County, Florida, together with the plat of Mallard Landing Unit One as recorded in Map Book 17, Pages 65 and 66 of said County, being more particularly described as follows: BEGIN at the Southwest corner of Tract "A", as shown on the plat of Fruit Cove Woods, as recorded in Map Book 13, Page 96 of the Public Records of said County, said point also being situate in the Easterly right of way line of State Road No. 13; along the Southerly boundary line of said Fruit Cove Woods, run the following six courses and distances: Course No. 1: South $88^{\circ}17'00''$ East 600.02 feet; Course No. 2: North $86^{\circ}43'33''$ East, 638.03 feet; Course No. 3: North $82^{\circ}44'45''$ East 524.20 feet; Course No. 4: North $78^{\circ}43'21''$ East, 544.47 feet; Course No. 5: North $79^{\circ}46'51''$ East, 773.23 feet; Course No. 6: South $83^{\circ}17'04''$ East, 876.62 feet point situate in the Easterly line of said Section 42; thence South $27^{\circ}57'38''$ West, along said Easterly line of Section 42, a distance of 4090.23 feet to a point situate in the Northeasterly right of way line of Roberts Road (a 60 foot right of way as now established); thence Northwesterly along said Northeasterly right of way line of Roberts Road and the Southwesterly boundary of said Mallard Landing Unit One, run the following 5 courses and distances: Course No. 1: North $31^{\circ}52'$ West, 73.64 feet to the point of curvature of a curve to the left; Course No. 2: along and around the arc of said curve concave Southwesterly and having a radius of 1215.00 feet, an arc distance of 514.03 feet, said arc being subtended by a chord bearing and distance of North $43^{\circ}59'05''$ West, 510.21 feet to the point of tangency of said curve; Course No. 3: North $36^{\circ}06'17''$ West, 777.32 feet to the point of curvature of a curve to the right; Course No. 4: along and around the arc of said curve concave Northeasterly and having a radius of 462.50 feet, an arc distance of 200.60 feet, said arc being subtended by a chord bearing and distance of North $43^{\circ}40'45''$ West, 199.04 feet to the point of tangency of said curve; Course No. 5: North $31^{\circ}15'12''$ West, 1798.31 feet to the aforementioned Easterly right of way line of State Road No. 13, said right of way line being a curve concave Westerly and having a radius of 2914.79 feet; thence Northerly along and around the arc of said curve, an arc distance of 588.29 feet, said arc being subtended by a chord bearing and distance of North $10^{\circ}36'46''$ East, 587.29 feet to the point of tangency of said curve; thence North $04^{\circ}49'51''$ East and continuing along said Easterly right of way line, 192.71 feet to the POINT OF BEGINNING.

RECORDED
INDEXED

DEC 11 PM 3 05

Chas. F. Smith
Notary Public

EXHIBIT - A

**EXHIBIT "D" TO FINAL DEVELOPMENT PLAN TEXT
FOR MALLARD LANDING UNIT III AND IV**

Section 1.6 of Article I

All of Article II

Section 5.1 of Article V

Sections 7.1 and 7.3 of Article VII

P. U. D. OFF. REC.
BOOK F PAGE 591

L. D. Bradley

LAND SURVEYOR

EXHIBIT E

5274 RAMONA BOULEVARD
JACKSONVILLE, FLORIDA 32205

P. U. D. OFF. REC.

MALLARD LANDING UNIT 3

BOOK F PAGE 592

A portion of the Rebecca Pengree Grant, Section 42, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: Beginning at the intersection of the South line of Tract "A", Fruit Cove Woods, according to Plat Book 13, page 96 as recorded in the Public Records of said County, with the Easterly right of way line of State Road 13, (a 100 foot right of way as now established); thence South 04 degrees, 46 minutes, 01 seconds West along the Easterly right of way of said State Road 13 a distance of 189.35 feet to the point of curvature of a curve concave Westerly and having a radius of 2914.79 feet and a central angle of 11 degrees, 38 minutes, 44 seconds; thence along said curve an Arc distance of 592.44 feet to its intersection with the Northeasterly right of way line of Roberts Road (a 60 foot right of way as now established); thence South 31 degrees, 15 minutes, 12 seconds East along said Northeasterly right of way a distance of 564.00 feet to the Southwesterly corner of Mallard Landing Unit Two as recorded in Plat Book 20, pages 57-60, of said County, also being the point of curvature of a curve concave Northerly and having a radius of 25 feet and a central angle of 90 degrees, 20 minutes, 38 seconds; thence along said Westerly boundary of said Mallard Landing Unit Two the following eight courses and distances; an Arc distance of 39.42 feet to the point of compound curvature of a curve concave Northwesterly and having a radius of 851.83 feet and a central angle of 44 degrees, 57 minutes, 31 seconds; thence along said curve an Arc distance of 668.41 feet to the Point of Tangency; thence North 13 degrees, 26 minutes, 30 seconds East 336.02 feet to the point of curvature of a curve concave Westerly and having a radius of 271.09 feet and a central angle of 8 degrees, 01 minutes, 00 seconds, an Arc distance of 37.93 feet; thence North 87 degrees, 26 minutes, 00 seconds East, 87.41 feet to a point of cusp of a curve, concave Northeasterly, having a radius of 25 feet and a central angle of 92 degrees, 02 minutes, 24 seconds, an Arc distance of 40.16 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 331.09 feet and a central angle of 87 degrees, 45 minutes, 35 seconds; thence along said curve and Arc distance of 507.13 feet to its intersection with the Southerly line of Lot 1 of said Fruit Cove Woods; thence North 88 degrees, 17 minutes, 00 seconds West along the Southerly line of said Lot 1 and Tract "A" a distance of 409.37 feet to the Point of Beginning. Containing 16.73 acres more or less.

L. D. Bradley

LAND SURVEYOR

EXHIBIT E

5274 RAMONA BOULEVARD
JACKSONVILLE, FLORIDA 32205

P. U. D. OFF. REC.

MALLARD LANDING UNIT 4 BOOK F PAGE 593

A tract of land being a part of the Rebecca Pengree Grant, also part of Section 42, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: Begin at the Northeast corner of Lot 82, Mallard Landing Unit Two, according to Plat Book 20, page 57-60, as recorded in Public Records of said St. Johns County; thence the next four courses along the Southerly boundary of Fruit Cove Woods according to Map Book 13, page 96 as recorded in the said Public Records, North 82 degrees, 44 minutes, 45 seconds East, 173.69 feet; thence North 70 degrees, 42 minutes, 02 seconds East, 544.57 feet; thence North 79 degrees, 46 minutes, 20 seconds East, 773.30 feet; thence South 83 degrees, 18 minutes, 07 seconds East, 876.74 feet to a point lying on the Easterly line of said Section 42; thence South 27 degrees, 57 minutes, 38 seconds West along the said Easterly line, 1977.37 feet to the Northeast corner of Lot 53 of the aforesaid Mallard Landing Unit Two; thence the next eight courses along the Northeasterly boundary of the said Mallard Landing Unit Two, North 61 degrees, 09 minutes, 43 seconds West, 475.98 feet; thence North 03 degrees, 50 minutes, 58 seconds East, 85.37 feet; thence North 44 degrees, 28 minutes, 20 seconds West, 846.98 feet; thence North 84 degrees, 43 minutes, 55 seconds West, 70.00 feet; thence North 05 degrees, 16 minutes, 05 seconds East, 170.00 feet; thence South 81 degrees, 14 minutes, 55 seconds West, 310.00 feet; thence North 10 degrees, 25 minutes, 14 seconds West, 60.37 feet; thence North 12 degrees, 08 minutes, 44 seconds East, 402.34 feet to the Point of Beginning. Containing 55.56 acres more or less.

EXHIBIT F

St. Johns County, Florida
 Concurrency Review Committee

TO: Jerry Napier, Director
 St. Johns County Planning
 and Zoning Department

No. 92-CE-25

P.U.D. OFF. REC.
 BOOK F PAGE 594

RE: MALLARD LANDING POD
 Mallard Landing 81 Partnership, a Florida Limited Partnership
 243 West Main Street
 Apopka, FL 32703

Decision Granting Application
 for Concurrency Exemption

On December 22, 1992, the Concurrency Review Committee ("Committee") reviewed the application of Mallard Landing 81 Partnership for a concurrency exemption pursuant to Sections 6 and 8, Concurrency Exemption Ordinance, St. Johns County Ordinance No. 91-6 ("Ord. No. 91-6"), for the property known as MALLARD LANDING POD.

Upon review of the application, supporting documents, reports of the evaluating departments, the Growth Management Staff Report/Recommendation, dated 12/16/92 (Staff Report), and statements from the applicant's agent, the Committee decides as follows:

(1) The Committee adopts the Findings of Fact in the Staff Report and the Findings of Fact are incorporated by reference and made a part hereof.

(2) The application for a concurrency exemption is granted for the property shown on Exhibit B (Tax Assessors Map), attached hereto, incorporated and made a part hereof, as follows:

Post-It™ brand fax transmittal memo 7671		# of pages	6
To	Brian Burke	From	John D. Rudy, Jr.
Co.	PHK.	Co.	UBC
Dept.		Phone #	829-9066
Fax #	904-730-3413	Fax #	

- a. A categorical concurrency exemption is granted for Mallard Landing Phases I and II, consisting of 89 lots, pursuant to Section 6.3, Ord. No. 91-6; and
- b. A concurrency exemption is granted for Mallard Landing Phases III and IV, legally described on Exhibit A and shown on Exhibit B as Parcels A and B, which exhibits are attached hereto, incorporated, and made a part hereof, consisting of 73 lots, pursuant to Section 8.1, Ord. No. 91-6, subject, however, to compliance with all applicable federal, state, regional, and local land development regulations in effect at the time of permitting.

The project is exempt from review under the Concurrency Management Ordinance, St. Johns County Ordinance No. 91-7.

(3) The exempt project remains subject to all governmental requirements relating to availability and adequacy of public facilities which were in effect prior to March 4, 1991, the effective date of Ord. No. 91-6. See Section 9.1, Ord. No. 91-6.

(4) The concurrency exemption determination granted herein shall have no effect on other governmental requirements applicable to the above-described property. See Section 9.2, Ord. No. 91-6. The concurrency exemption granted herein does not relieve the applicant from applying for other applicable permits, nor does the concurrency exemption guarantee the granting of other applicable permits, rezonings, variances, or exceptions.

(5) The concurrency exemption determination granted herein shall remain in effect until March 4, 1994, at which time it shall terminate, unless extended by the St. Johns County Board of County Commissioners pursuant to Section 9.3, Ord. No. 91-6. See Section 9.4, Ord. No. 91-6.

(6) This decision may be appealed to the St. Johns County Board of County Commissioners. Any appeal must be filed with the Planning and Zoning Department within 15 days of receipt of this decision. The notice of appeal must include the information required in Section 7.3.2, Ord. No. 91-6. See Section 7.6, Ord. No. 91-6.

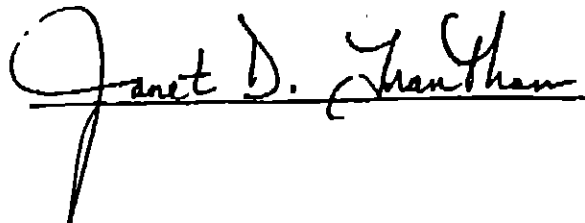
Dated this 5th day of January, 1993.



Andrew D. Campbell, Chairman
Concurrency Review Committee

Certificate of Service

A copy of the foregoing has been provided to Mallard Landing 81 Partnership, c/o Mr. Dennis Koscicki, 243 West Main Street, Apopka, FL 32703, by U.S. Mail, certified with return receipt requested; and to John D. Bailey, Esq., Upchurch, Bailey and Upchurch, P.O. Drawer 3007, St. Augustine, FL 32085-3007 by U.S. Mail, this 5th day of January, 1993.



STATE OF FLORIDA

COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK F PAGE 597

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. 94-90

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held May 24, 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 27th day of May, 1994.

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



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

94 JUN 17 AM 7:33

Carl "Bud" Markel
CLERK OF CIRCUIT COURT