

RESOLUTION NO. 95- 122

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR THE ADMINISTRATION BUILDING
THE PLANTATION AT PONTE VEDRA
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCES 84-35, 89-55 AND
BCC RESOLUTION 89-265

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WHEREAS, the Final Development Plan for the Administration Building of the Plantation at Ponte Vedra has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on June 15, 1995; and
- B. The request is consistent with the Comprehensive Plan, the PUD, and compatible with development patterns in the surrounding area;
- C. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance;

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 an Administration Building of up to 3,000 square feet made by Plantation Developers in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the Final Development Plan attached hereto as 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 Administration Building of The Plantation at Ponte Vedra is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B, and Articles IV, V and X (Section 2), of the Covenants and Restrictions hereto as Exhibit C.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan or PUD 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. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule or Resolution shall be enforced under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD narrative. Unless the Board of County Commissioners demonstrates that compliance with the

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

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 and Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11 or documentation that the project is exempt from 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. All attachments included herein are incorporated herein and made a part of Resolution 95-122.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 27th day of June, 1995.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Barbara Ward
Chair

ATTEST: CARE "BUD" MARKEL, CLERK

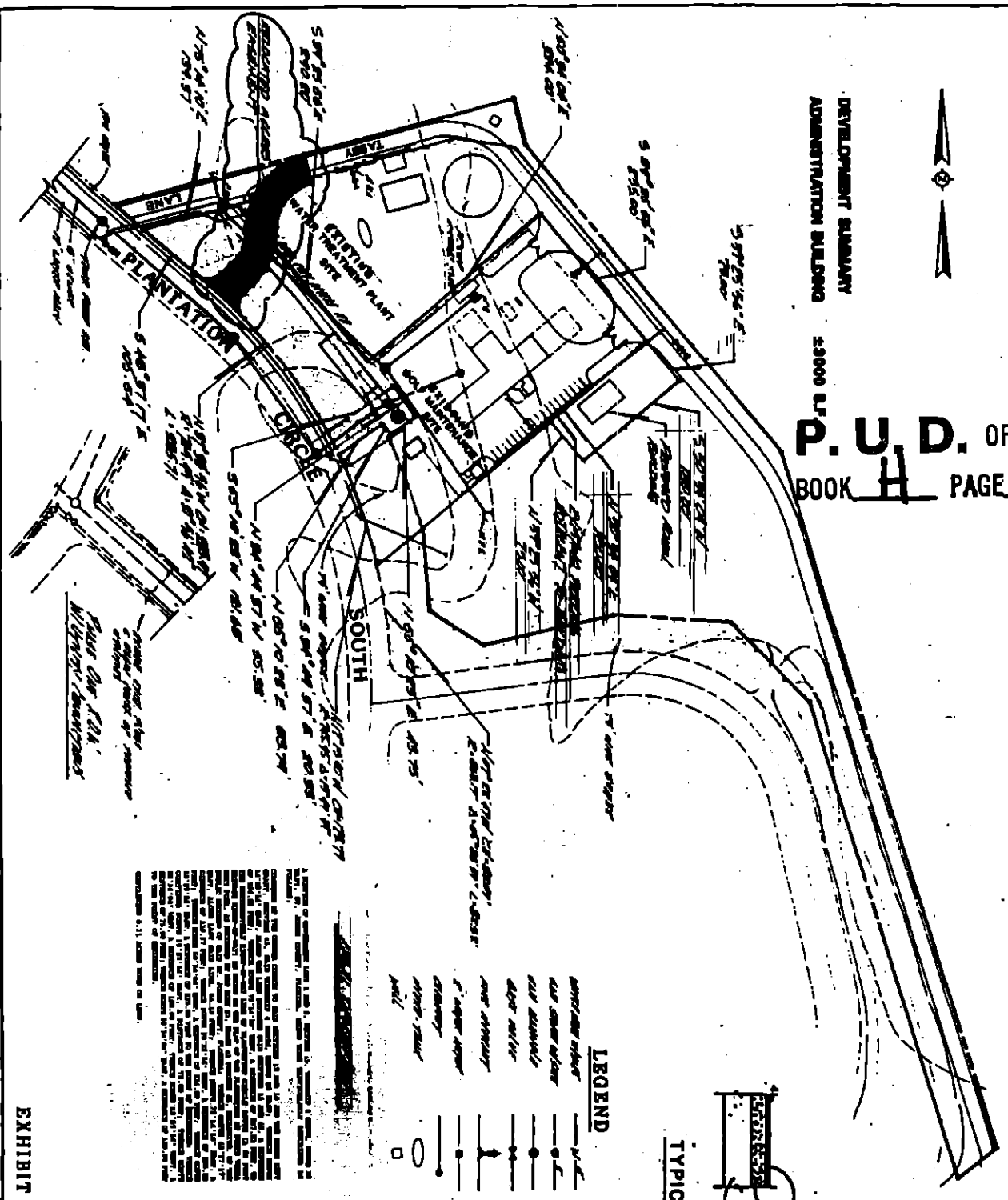
By: Wonne Carter
Deputy Clerk



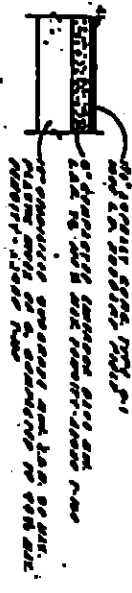
DEVELOPMENT SUMMARY
ADMINISTRATION BUILDING

±3000 S.F.

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TYPICAL PAVEMENT SECTION



LEGEND

- V-L —
- C —
- S —
- P —
- R —
- T —
- G —
- H —
- B —
- D —
- O —

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND THE BOARD OF SUPERVISORS. THE CITY ENGINEER AND THE BOARD OF SUPERVISORS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY ENGINEER AND THE BOARD OF SUPERVISORS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

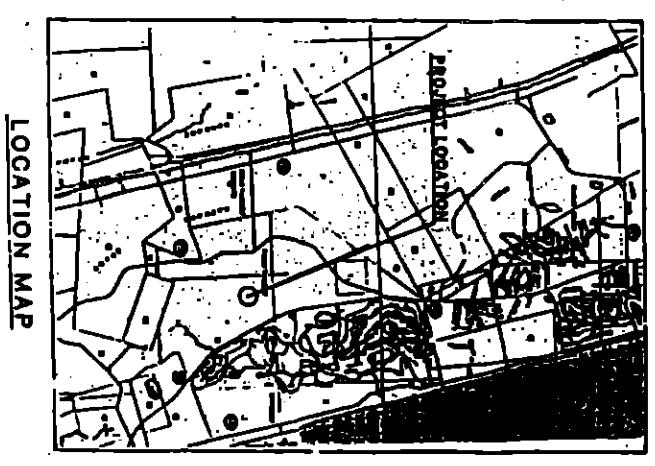


EXHIBIT "A" TO THE RESOLUTION

PROJECT NO. 25018.95060	DATE APRIL 1995	DRAWING RDP - 1	DESIGNED BY C.W. HALL	NO.
DRASCO, INC.	1 OF 1	HESS, SCHULTE & RUCKENSTEIN, INC.	DRAWN BY C.W. HALL	DATE
THE PLANTATION	ADMINISTRATION BUILDING	FINAL DEVELOPMENT PLAN OF ADMINISTRATION BUILDING	CHECKED BY	DESCRIPTION
BY	DATE	BY	DATE	DESCRIPTION

EXHIBIT B TO THE RESOLUTION

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FINAL DEVELOPMENT PLAN NARRATIVE

ADMINISTRATION BUILDING

THE PLANTATION AT PONTE VEDRA

PLANTATION DEVELOPERS

MAY 9 , 1995
REVISED MAY 31, 1995

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for the Administration Building of The Plantation at Ponte Vedra. The Final Development Plan consists of a one-page map identified as Exhibit A to the Resolution (the "Map"), the legal description identified on Exhibit A, this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Exhibit C to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 84-35. The area encompassed by this Final Development Plan is located within the Plantation at Ponte Vedra PUD.

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 or documentation of exemption; (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.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the covenants which are specifically referenced herein and listed on Exhibit C 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. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

8-4-1 Density of Development

There are no residential structures within this Final Development Plan so this section does not apply.

8-4-2 Open Space

There are no open space areas within this Final Development Plan. The common areas will be maintained by the homeowners' association, whose membership will include all lot owners within the PUD.

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

All development which is to occur on this site will comply with the spirit and intent of the Zoning Ordinance. Development shall consist of an administration building of up to 3,000 square feet, heated and cooled space, and may include signage, landscaping, and lighting. Minor changes may be made to the building footprint so long as the maximum square footage is not exceeded. Signs may be

installed for the purposes of building identification, traffic control, or access. All signs shall be in conformance with the St. Johns County Sign Ordinance.

Temporary construction/sales trailers may be used within the property during the construction period, which shall be up to 24 months from the date of approval of this final development plan.

The maximum heights of the structures within the Subdivision shall be 35 feet.

8-4-4 Project Size

The PUD consists of 823± acres. This Final Development Plan consists of ±0.3 acres.

8-4-5 Support Legal Documents for Open Space

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

- a. 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. (Article IV, Section 4)
- b. The covenants shall appropriately limit use of the Common Property. (Article IV, Section 1)
- c. The covenants shall assign responsibility for the management and maintenance of the Common Property to the appropriate homeowners' association. (Article V, Section 1)
- d. The covenants shall place responsibility for enforcement of the covenants contained therein upon the appropriate homeowners' association and its board of directors. (Article IV, Section 1d; Article X, Section 2)
- e. The covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Article IV, Section 1a)

8-4-6 Access

Access shall be by Tabby Lane, an existing road.

8-4-7 Privacy

This site is not adjacent to any residential lots.

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 subparagraphs "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 Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. An existing fire hydrant is within 500 feet of the proposed building. Location is shown on the Final Development Plan.
- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance No. 86-4, as amended.

9-1-1 Drainage

Drainage for this site will be tied to the existing stormwater management system. 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

Existing parking areas will be utilized, as shown on the Final Development Plan Map.

9-1-3 Entrance 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

Existing parking areas will be utilized.

9-1-5 Marking of Parking Spaces

Existing parking areas will be utilized.

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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 approximately 400 feet on center.

9-1-7 Screening

The existing parking areas are not closer than 40 feet to a lot zoned residential.

9-2 Location

The required parking spaces will be provided on the maintenance site, immediately adjacent to the Administration Building.

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

Parking requirements are as follows:

<u>Office:</u>	3,000 SF x 1 Space per 500 Square Feet	=	6 Spaces
	11 Employees x 1 Space per 2 Employees	=	<u>6 Spaces</u>
	Total Required	=	12 Spaces

The maintenance site has 68 spaces and 37 employees. The number of surplus parking spaces exceeds the parking requirement for the administration building. The parking spaces meet or exceed the requirement of 9 feet by 20 feet.

9-4-1 Off-Street Loading Requirements

No off-street loading spaces are required.

APPLICANT

By: Demetrius R. Smith

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EXHIBIT C

**COVENANTS AND RESTRICTIONS
ARTICLES IV, V AND X (SECTION 2)**

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR
THE PLANTATION AT FONTE VEDRA

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THIS DECLARATION, made this 18th day of September, 1985, by The Plantation Developers, a Florida general partnership, hereinafter referred to as "Declarant," recites and provides:

RECITALS

A. Declarant is the owner of that certain real property (the "Property") located in St. Johns County, Florida, and more particularly described in Exhibit A attached hereto and made a part hereof.

B. It is the intention and desire of Declarant to develop the Property (and Additional Properties to be submitted later by Supplemental Declaration as provided for hereinafter) as a residential community with recreational facilities. Homes within the Property may be of different styles, including detached residences, manor homes, homes with one or more common walls, townhouses or other types of homes, all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property, and to promote the recreational interest, health, safety and social welfare of each Owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

D. To provide for the efficient management of the Property, Declarant deems it desirable to create two non-profit associations: one association to own, operate, maintain and administer the club and the recreational facilities, and another association to own, operate, maintain and administer all of the other common properties in the Plantation at Fonte Vedra. Each Association shall have the power and duty, with respect to the properties owned by each association, to administer and enforce the easements, covenants, conditions, restrictions and limitations hereinafter set forth, to maintain and administer the Common Areas, as hereinafter defined, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Declarant.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Additional Property" shall mean and refer to that real property described on Exhibit "B" attached hereto which real

Section 3. Voting Rights. The Association shall have two classes of voting membership:

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(a) Class A. Class A Members shall be all Owners excepting of Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. The Class B Member shall be Declarant who shall be entitled to nine (9) votes for each planned and unconveyed Parcel included within the Master Plan as long as Declarant is a Class B Member. The Class B membership shall cease ninety (90) days after the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, it being intended that Declarant shall retain control of the Association until it has conveyed ninety (90) percent of the Parcels included within the Master Plan. When Class B membership ceases, Declarant shall become a Class A Member as to the remaining planned, but unconveyed, Parcels it owns.

Section 4. Club Members. Every Owner shall be a Resident Member of the Club and shall automatically, upon acquisition of a Parcel, be entitled to all rights and privileges of Resident Members of the Club and subject to all obligations, conditions and provisions, including the obligation to pay such Dues and Club Charges as are in effect from time to time, all as more particularly set forth in the Club Articles of Incorporation, Bylaws and Rules and Regulations; provided, however, that if a Parcel is owned by two or more persons not members of the same family, or by an entity such as a corporation or partnership, such Owners shall designate only one natural person who shall be a Club Member, and only that designated person shall have the rights and privileges of Club Membership. Such membership shall commence upon acquisition of a Parcel and shall terminate upon death, disposition of such Parcel, or by action of the Board of Governors pursuant to the Club Articles of Incorporation, Club Bylaws and/or Club Rules and Regulations. Membership in the Club shall be subject to the following conditions:

(a) such rules and regulations as shall from time to time be promulgated by the Board of Governors of the Club; and

(b) the terms and provisions of the Club's Articles of Incorporation and Bylaws which provide for various classes of members, including classes of members which do not require ownership of a Parcel.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Club Property, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Association's and Club's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

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

(b) The right of the Club to charge assessments and other fees for the maintenance of the Club Property and to establish and levy Club Charges. Owners, their spouses and their children under the age of twenty-one (21) years shall not be charged user fees with respect to the use of the Club Property, provided that this shall not preclude golf cart rentals, locker rentals, food and beverage charges, meeting room rentals, fees for golf and tennis lessons, masseur and physical therapy fees, charges for purchases in golf and tennis pro shops, guest fees and any other fees and charges which are customarily charged directly to members of country clubs with facilities comparable to the Club Property.

(c) The right of the Association and Club to adopt rules and regulations governing the manner and extent of use of the Common Area, and Club Property, and the personal conduct of the Members and their guests thereon.

(d) The right of the Association and Club, as the case may be, to assess fines, suspend the voting rights and the right to use of the Common Area or Club Property of an Owner for any period which any fine, Club Charge or assessment against his Parcel remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Association or Club Bylaws, or the Association or Club Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Association may not deny an Owner's right of ingress and egress to his Parcel.

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas, including, but not limited to the Common Roads, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(f) The right of the Association and/or Club (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on their respective properties for the purpose of improvements or repairs to such property or facilities upon approval by the Class B Member, if any, and seventy-five percent (75%) of the Class A Members at a regular meeting of the Association or Club, as the case may be, or at a special meeting called for this purpose.

(g) The right of Declarant, and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area and the right of Declarant and the Club to grant and reserve easements and rights of way through, under, over and across the Club Property for the installation, maintenance and inspection of the Utility System and for drainage.

(h) The right of Declarant or Association to acquire, extend, terminate or abandon easements.

(i) As to lakefront lots, the area lying between the rear lot boundary line and the ordinary water line of the lake (hereinafter referred to as "lake bank") shall be reserved for the exclusive use of said upland lot owner except that the Association shall have an easement over said lake bank for activities necessary for maintenance of the lake; provided, however, that such upland lot owner shall be obligated to landscape said lake bank in a manner approved by the ADB and to maintain said area and landscaping.

Section 2. Assignment of Rights to Tenant. Any Owner may assign his right of enjoyment to the Common Area and the facilities thereon to his tenant who resides on the Parcel, subject to the provisions of this Declaration, the Association Bylaws and the Association Rules and Regulations; provided, however, that the rights of membership in the Club shall not be permitted to be

assigned to any Tenant; but such Tenant shall be permitted to apply to the Club for Temporary Membership. During the term of any approved Temporary Membership in the Club, the Owner-Member shall no longer have the right to use the Club Property or exercise any membership privileges, but shall also be relieved of the obligation to pay Club Dues.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area, facilities or personal property of the Association or of Declarant 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 of 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 Parcel Assessment.

Section 4. Title to Common Area. Declarant may retain title to the Common Area and Club Property, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Declarant hereby covenants that it shall convey the Common Area to the Association and the Club Property to the Club subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Association or Club, to enter upon such Common Area or Club Property, for the purpose of construction of additional facilities, alteration of existing facilities, or creation of new easements or modification of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Association assessments and Club dues shall commence upon purchase of a Parcel, notwithstanding that the Common Areas or Club Property have not then been conveyed to The Association or Club respectively; provided, however, that the amounts of such Association assessments and Club dues shall be limited to those amounts and time periods contained in the Property Report submitted by Declarant to The Office of Interstate Land Sales Registration of The Department of Housing and Urban Development.

ARTICLE V

OWNERS ASSOCIATION

Section 1. Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Bylaws and Articles of Incorporation, 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 and/or Club shall operate and maintain all improvements and facilities within the surface water management system as permitted by the St. Johns River Water Management District, including lagoons, lakes, ponds, watercourses, drainage ditches and drainage systems and may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise operate and maintain the Common Roads, all drainage ditches, drainage systems, and lagoons, lakes, ponds and watercourses on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

Section 2. Grassing of Vacant Parcels. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds,

and do such other things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment. If construction of a House on any Parcel has not begun within three years after conveyance of that Parcel by Declarant, the Association may install an irrigation system, plant grass and maintain the Parcel to provide a finished appearance. The costs of these services shall be a Parcel Assessment.

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

Section 4. Other Maintenance.

(a) Owner's Responsibility. To the extent that maintenance is not provided by the Association, each Owner shall keep all parts of his Parcel in good order and repair and free of debris. If an Owner fails to maintain the exterior portions of his House and his Yard in a good and attractive manner, the Association, after written notice to the Owner and approval by a 2/3 vote of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any such part of the House and Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Association may, in its discretion, enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Association on terms and conditions satisfactory to the Board of Directors. All costs therefor shall become a Parcel Assessment.

(c) Other Homeowners Associations. If for any reason any homeowner association of certain Parcels within the Property refuses to perform the obligations imposed on it by the provisions of the articles of incorporation, bylaws or recorded covenants of such association, this Association shall be authorized to act for and on behalf of such homeowners association to the extent that it has refused or failed to act. A pro rata share of any expenses incurred by this Association in this regard shall be a Parcel Assessment of each Parcel included within such homeowners association.

Section 5. Contracts.

(a) Subject to the approval of the Class B Member, if any, the Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities as the Board of Directors may choose. The Association shall be billed by its independent contractors, and the costs therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 6. Security. The Association shall establish security procedures with respect to the Property. Such procedures may be adopted and from time to time changed by the Association as the Board of Directors chooses in its discretion. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures for the Property will prevent personal injury or damage to or loss of property. Neither Declarant nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

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to performance, declaratory decree, injunction or damages. The prevailing party may recover costs and attorney's fees in such suit.

Section 4. Personal Services. Employees, agents, and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, it assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from act or omission by those performing such personal work or services for any Owner.

ARTICLE X

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. Declarant hereby reserves for itself, for the Association and its designees a five (5) foot easement for the benefit of the Property upon, across, over, through, under, along and parallel to each lot boundary line, except for Patio and Multi-family parcels, for ingress, egress, installation, replacement, repair and maintenance of the Utility System, for drainage, for police powers and for services supplied by either Declarant or the Association. By virtue of this easement it shall be expressly permissible for Declarant 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 Parcels. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Declarant's Easement to Correct Drainage. Declarant reserves for itself, for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement, or to take any other similar action reasonably necessary, following which Declarant or the Association, as applicable, shall restore the affected Property to its original condition as nearly as practicable. Declarant or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

Section 3. Encroachment. To the extent that any improvements constructed by Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist.

Section 4. Common Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior wall of his House which forms a party wall between them for support of such adjacent Parcel Owner's shelves and structures approved by the ADB provided that such items do not structurally damage the supporting wall. Maintenance of any such adjacent exterior facing wall, and any structure affixed thereto, shall be the sole responsibility of the Owner whose House faces such exterior wall. Such Owner shall also be liable and responsible for

RECORDED
JUN 29 AM 8:00
CLERK OF CIRCUIT COURT