

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
GOVERNOR'S PLANTATION
PLANNED UNIT DEVELOPMENT
PURSUANT TO ORDINANCE 89-45
AND ORDINANCE 91-30

WHEREAS, the Final Development Plan for Governor's Plantation has 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 89-45 and Ordinance 91-30; and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 9-7-95; and
- B. The request is both consistent with the comprehensive Plan and compatible with development patterns in the surrounding area;

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

SECTION 1:

Pursuant to a request for approval of Governor's Plantation made by W. Frank DiMare, in accordance with Section 8-3 of St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning

In & Ret. Lewis, Min & Rec. 11/8/95.

Agency, the Final Development Plan attached hereto as Exhibit A relating to the portion of the PUD, the legal description of which is known as Governor's Plantation PUD attached hereto as Exhibit B, the list of sections of the Declaration of Easements, Covenants and Conditions, Restrictions and Limitations for Governor's Plantation attached hereto as Exhibit D, 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 C and based on the above referenced findings which are hereby incorporated herein by reference.

SECTION 2:

a) Except to the extent that they conflict with specific provisions of the approved development plan or PUD (PSD) 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 by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PSD/PUD/PRD narrative.

b) Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "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 much 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.

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SECTION 3:

The developer may not commence 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 Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Zoning 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 Governor's Plantation PUD is recorded in the Public Records of St. Johns County, Florida.

ADOPTED THIS 26 DAY OF September, 1995

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: Barbara Ward

Barbara Ward, Chair

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ATTEST: CARL "BUD" MARKEL, CLERK

BY: Rosemary Lewis

Deputy Clerk

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A parcel of land in the South 1/2 of the southeast 1/4 of Section 2, Township 8 South, Range 29 East, St. Johns County, Florida described as follows:

Begin at the southeast corner of said Section 2, thence North 02 degrees 08 minutes 04 seconds East along the east line of said Section 2 (said east line being also the west line of Wellington Oaks Unit 1 as recorded in Map Book 21, Pages 70 and 71 of the Public Records of said County) a distance of 894.13 feet; thence South 89 degrees 42 minutes 22 seconds West 610.15 feet; thence North 00 degrees 17 minutes 38 seconds West 352.89 feet to the south line of St. Augustine Heights Unit 3 as recorded in Map Book 10, Pages 40 and 41 of said Public Records; thence South 89 degrees 42 minutes 22 seconds West along said south line 2055.41 feet; thence South 03 degrees 04 minutes 42 seconds East 292 feet, more or less, to the centerline of Moultrie Creek; thence meander southeasterly along the centerline of Moultrie Creek 1400 feet, more or less, to a point on the westerly extension of the north line of Prairie Creek II, as recorded in Map Book 12, Pages 65 through 68 of said Public Records, said line bearing South 88 degrees 10 minutes 40 seconds West, said point being 2137 feet, more or less, from the Point of Beginning; thence North 88 degrees 10 minutes 40 seconds East along said north line and its westerly extension 2137 feet, more or less, to the Point of Beginning. Subject to a 60 foot easement for ingress and egress being the extension of San Juan Drive as shown on the plat of said St. Augustine Heights Unit 3.

Containing 65 acres, more or less.

Together with an easement for ingress and egress in Section 11, Township 8 South, Range 29 East, St. Johns County, Florida described as follows:

Commence at the southeast corner of said Section 2; thence South 88 degrees 10 minutes 40 seconds West along the north line of Prairie Creek II, as recorded in Map Book 12, Pages 65 through 68 of the Public Records of said County and the westerly extension of said north line a distance of 1270.46 feet to the Point of Beginning of the easement to be described; thence South 01 degree 49 minutes 20 seconds East 172.05 feet to a point of curvature; thence southwesterly along a curve concave to the right having a radius of 171.48 feet through a central angle of 61 degrees 59 minutes 34 seconds and arc distance of 185.54 feet; thence South 60 degrees 10 minutes 15 seconds West, tangent to the last mentioned curve, 521.28 feet to a point of curvature; thence southerly along a curve concave to the left having a radius 100.00 feet through a central angle of 90 degrees 00 minutes 00 seconds and arc distance of 157.08 feet; thence South 29 degrees 49 minutes 45 seconds East, tangent to the last mentioned curve, 208.85 feet to a point of curvature; thence southeasterly along a curve concave to the right having a radius of 966.57 feet through a central angle of 09 degrees 05 minutes 12 seconds an arc distance of 153.29 feet; thence South 20 degrees 44 minutes 33 seconds East, tangent to the last mentioned curve, 109.34 feet to a point of curvature; thence southwesterly along a curve concave to the right having a radius of 171.60 feet through a central angle of 82 degrees 52 minutes 30 seconds for an arc distance of 248.21 feet; thence South 62 degrees 07 minutes 57 seconds West, tangent to the last mentioned curve, 20.00 feet; thence South 17 degrees 07 minutes 57 seconds West 63.64 feet; thence South 62 degrees 07 minutes 57 seconds West, 10.00 feet to the easterly right-of-way line of Wildwood Drive (66 foot right-of-way); thence North 27 degrees 52 minutes 03 seconds West along said easterly right-of-way line 150.00 feet; thence North 62 degrees 07 minutes 57 seconds East 10.00 feet; thence South 72 degrees 52 minutes 03 seconds East 63.64 feet; thence North 62 degrees 07 minutes 57 seconds East 20.00 feet to a point of curvature; thence northeasterly along a curve concave to the left having a radius of 111.60 feet through a central angle of 82 degrees 52 minutes 30 seconds an arc distance of 161.42 feet; thence North 20 degrees 44 minutes 33 seconds West 109.34 feet to a point of curvature; thence northwesterly along a curve concave to the left having a radius of 906.57 feet through a central angle of 09 degrees 05 minutes 12 seconds an arc distance of 143.78 feet; thence North 29 degrees 49 minutes 45 seconds West, tangent to the last mentioned curve 208.85 feet to a point of curvature; thence northeasterly along a curve concave to the right having a radius of 160.00 feet through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 251.33 feet; thence North 60 degrees 10 minutes 15 seconds East 521.28 feet to a point of curvature; thence northeasterly along a curve concave to the left having a radius of 111.48 feet through a central angle of 61 degrees 59 minutes 34 seconds an arc distance of 120.62 feet; thence North 01 degree 49 minutes 20 seconds West 172.05 feet; thence North 88 degrees 10 minutes 40 seconds East 60.00 feet to the Point of Beginning.

Containing 2.5 acres, more or less.

EXHIBIT "C"

FINAL DEVELOPMENT PLAN

FOR GOVERNOR'S PLANTATION

FEBRUARY 4, 1994

Revised & Resubmitted December 16, 1994

Revised & Resubmitted June 12, 1995

Resubmitted August 8, 1995

Developer/Applicant:

Governor's Plantation, Inc.

W. Frank DiMare, President

3545 U. S. 1 South

St. Augustine, FL 32086

List of Exhibits

- Exhibit "A" Final Development Plan
- Exhibit "B" Legal Description
- Exhibit "C" Final Development Plan Narrative
- Exhibit "D" Applicable Sections of the Declaration of Easements, Covenants and Conditions, Restrictions and Limitations for Governor's Plantation.

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Exhibit "D"

List of Sections of the Declaration of Easements, Covenants and Conditions, Restrictions and Limitations for Governor's Plantation. Sections are attached herein as part of exhibit "D".

Article VII Section 2

Article V Section 2

Article I (n),(h)

Article VII Section 3

Article VII Section 5

Article III Section 1

Article III Section 1 (a)

Article III Section 1 (b)

Article III Section 1 (h)

Article VI Section 1, 2(a)

Article VII Section 27

Article VII Section 17

EXHIBIT C

FINAL DEVELOPMENT PLAN

GOVERNOR'S PLANTATION PUD **P. U. D.** OFF. REC.
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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 a single family subdivision to be known as Governor's Plantation (the "Property" or "Subdivision"). The Final Development Plan consists of a one page map identified as Exhibit "A" to the Resolution (the "Map"), the Legal Description identified as Exhibit "B" to the Resolution (the "Legal"), this written text identified as Exhibit "C" to the Resolution (the "Text"), copies of the applicable sections of the Covenants and Restrictions identified as Exhibit "D" to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 89-45. The area encompassed by the Final Development Plan is approximately 65 acres lying along the northeast side of Moultrie Creek. This parcel occupies 100% of the land as shown on the approved Master Plan and as illustrated on Exhibit "A". Under the approved Master Plan, this parcel may be used for up to 60 single family lots. Governor's Plantation will contain 56 single family lots on approximately 65 acres.

The developer may not commence any construction activity (i.e., land clearing, earthwork, site preparation, or construction of improvements) until all applicable federal, state and county permits have been obtained and County Engineering has approved the start of construction. County Engineering may approve the construction activities in stages provided the required permits for each stage have been obtained. Specifically, land clearing, earthwork, and site preparation may be approved if the developer meets the following conditions: obtains a MSSW Permit; obtains a No Rise Certification; obtains a land clearing permit or documents exemption; obtains a right of way permit, if required; and receives County Engineering approval of plans for grading and erosion sediment control.

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 Governor's Plantation, Inc., has been recorded in the Public Records of St. Johns County.

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

Section 8-4: Standards and Criteria

8-4-1 Density of Development

The total 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. While the exact locations of the buildings may vary slightly, the number of units will not change. All single story homes shall have a minimum of two thousand two hundred (2,200) square feet of living space. All two story homes shall have a minimum of one thousand two hundred (1,200) on the ground floor and a total minimum of two thousand four hundred (2,400) square feet (Covenants and Restrictions Article VII Section 2).

8-4-2 Open Space

As depicted on the Governor's Plantation Final Development Plan an area of jurisdictional wetlands to be created per the St. Johns River Water Management District is designated as Tract C on the Map. This area will not be disturbed after it is created. 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. The area designated as Tracts A and B on the Map will be used as detention ponds. The entrance road, the entrance signage and landscape features, the bridge, the interior roads, and Tracts A, B and C will be maintained by the Governor's Plantation Homeowner's Association, Inc., whose memberships will include all lot owners within the Subdivision (Covenants and Restrictions Article V Section 2).

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

All development which is to occur within the Subdivision will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 56 single family 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, all defined as a "Lot" (Covenants and Restrictions Article 1 (n)). The maximum height of structures within the Subdivision shall be 35 feet as measured from the first floor finish elevation.(Covenants and Restrictions Article VII Section 5). The setbacks for all lots shall be 30 feet minimum from front property line, minimum 30 feet from rear property line, minimum side setback line of 10 feet, and a minimum side street setback of 20 feet, subject to the Developer's right to release Lots from minor violations (Covenants and Restrictions Article VII (a) (b) (c) (d)). Building Lots on which a swimming pool is to be constructed shall have a minimum rear setback of 10 feet. All setbacks shall be measured from the exterior wall of the dwelling, screen enclosure or waters edge for unscreened pools, to the applicable lot boundary. Lots on Moultrie Creek have a natural vegetative buffer in the rear and no construction will

occur within the buffer area. The buffer area will remain undisturbed except for some passive recreation activities. The minimum lot width at the building setback line shall be 135 feet with a minimum depth of 165 feet. All lots shall have a minimum area of 27,500 square feet.

There will be entry signs at the locations as depicted on the Final Development Plan. There are two signs, 10' high, 50 sf each, setback minimum 17' from Wildwood Drive, and fall within tracts D and E.

Temporary construction trailers may be used within the Subdivision during the housing construction period and will not be visible from Wildwood Drive. Construction Trailers will be removed within 30 days after the last unit in the PUD has received a certificate of occupancy. A maximum of four (4) model homes located on Lots to be designated in the future may be used as a temporary sales center. Parking for the temporary sales center shall be within the driveway only.

Prior to final inspection of the subdivision improvements, the following items shall be completed as required by the PUD ordinance.

- a. A 6' fence will be installed along the north property line of lots 61 and the west property line of lots 62 and 63 in Prairie Creek Subdivision. Owners of these lots may elect not to have the fence installed if done so in writing.
- b. The placement of 6" diameter trees along the outer edge of the entrance road ROW at the curb located adjacent to Prairie Creek Subdivision.
- c. The placement of speed bumps either side of the curve in the entrance road that is near the Prairie Creek Subdivision.

8-4-4 Project Size

The PUD consists of approximately 65 acres.

8-4-5 Support Legal Documents for Open Space

The Declaration of Covenants and Restrictions for Governor's Plantation PUD assures adequate management and maintenance by Governor's Plantation Homeowner's Association, Inc. of all common area encompassed by this Final Development Plan. Specifically:

- a. Article III Section 1 of the Declaration provide for conveyance of title to the Common Areas to and ownership by Governor's Plantation Homeowners Association, Inc., which is the duly constituted and legally responsible community association.
- b. Article III Section 1 (a) of the Declaration grants the Association the right to charge fees for the maintenance and security of the Common Areas.
- c. Article III Section 1(b) of the Declaration grants the Association the right to adopt rules and regulations governing the manner and extent of use of the Common Area.
- d. Article III Section 1 (h) of the Declaration provides that the Association shall be responsible for the maintenance, operation and repair of the surface water and storm water management system located in the Common Areas.

Article VI Section 1 provides that there will be an Architectural Review Board (the "ARB") which shall be responsible for the approval of all construction plans prior to the issuance of a building permit for construction purposes.

The Governor's Plantation Homeowner's Association, Inc. shall be charged with the responsibility and authority, to use any legal means available to them to enforce the provisions of the Covenants and Restrictions.

8-4-6 Access

As depicted on the Final Development Plan, each lot is provided vehicular access within the property via a system of private drives. The interior drives are Common Areas owned by the Association. Article III Section 1 of the Declaration grants each

owner egress and ingress to said private drives. Old Plantation Drive provides access from the PUD to Wildwood Drive. The members of the Governor's Plantation Homeowner's Association, Inc. shall share, on a pro-rate basis, in the cost of maintaining all private drives.

8-4-7 Privacy

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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 of the Governor's Plantation Homeowner's Association, Inc.

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. All utilities serving the Property including water tanks, storm water collection, water distribution, telephone and CATV will be installed underground. Also to be shown on the final engineering plans is the location and design of the water distribution system, and the storm water collection system. The water distribution system and fire hydrant will be owned and maintained by St. Johns County Utilities.
- 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:
 1. The Final Development Plan illustrates the anticipated traffic flow pattern and sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Location of the fire hydrants serving the Property are also depicted on the Final Development Plan.
 2. All streets located within the development shall be designed in accordance

with St. Johns County Standards, Ordinance No. 86-4 as amended, and shall be owned and maintained by the Governor's Plantation Homeowner's Association, Inc.

3. The property will be used for single family residential lots. Therefore, in accordance with Subsection (a) of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each dwelling will have an enclosed garage.

Section 9: Off Street Parking & Loading

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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 as approved by St. Johns River Water Management District. 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 the commencement of construction improvements. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4 and shall be depicted on the Final Plat.

9-1-2 Separation from Walkway and Street

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

9-1-3 Entrances and Exits

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

9-1-4 Interior Drives

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As shown on the Final Development Plan, the entrance road known as Old Plantation Drive shall have a right-of-way of 50 and 60 feet and a minimum pavement width of 20 feet. The interior drives on the Property shall have a right-of-way of 50 feet and a minimum pavement width of 20 feet. Cul de sacs shall have a right-of-way of 100 feet and a minimum pavement width of 80 feet. All interior drives will be privately owned and maintained by Governor's Plantation Homeowners's Association, Inc. Ordinance 86-4 requires 24 inch curb and gutter. A variance from this requirement of 24 inch curb and gutter to 18 inch curb and gutter is requested.

9-1-5 Marking of Parking Spaces

As shown on the Map, there will be no street 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 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.

9-2-1 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) of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each dwelling will have an enclosed garage.

9-4-1 Off-Street Loading Requirements

This Section does not apply to residential developments.

DEVELOPER/APPLICANT

Governor's Plantation, Inc.

By W. Frank DiMare 8/25/95

W. Frank DiMare, President

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
GOVERNOR'S PLANTATION

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THIS DECLARATION is made this _____ day of _____, 1995, by Governor's Plantation, hereinafter called "Developer".

RECITALS

A. Developer 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 Developer to develop the Property as a residential community. Homes within the Property shall be single-family dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the 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 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 hereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas and the Master Drainage System as said terms are hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter referred

to as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title of interest in the Property or any part hereof and their respective heirs, successors and assigns, and which shall incur to the benefit of each Owner thereof, including Developer.

ARTICLE I
DEFINITIONS

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

- (a) "ARB" shall mean and refer to the Architectural Review Board as provided in Architect VI hereof.
- (b) "Association" shall mean and refer to Governor's Plantation, Unit 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- (c) "Association Articles and Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association.
- (d) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time-to-time.
- (e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (f) "Charges" shall mean and include all General, Special and Lot Assessments.
- (g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, any recreation areas designated on the plat of the Property and the entrance median and signage located thereon.
- (h) "Developer" shall mean and refer to Governor's Plantation or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which as had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.
- (i) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions.
- (j) "Family" shall mean and refer to a social unit consisting of parent(s) and children that they rear.
- (k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.
- (l) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any

(m) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(n) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any resubdivided or replatted lot created pursuant to Article VII, Section 17.

(o) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(p) "Master Drainage System" shall mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/retention lake and ponds and other improvements which constitute the system, (2) drainage facilities appurtenant to said basins, (3) all lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system, and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system.

(q) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles.

(r) "Mortgage" shall mean any bonafide first mortgage encumbering a Lot as security for the performance of any obligation.

(s) "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(t) "Property" shall mean ad refer to that certain real property described in Exhibit "A".

(u) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

(v) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of

any House constructed on such Lot and shall include all landscaping, improvements and decorate and functional appurtenances thereon.

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

ARTICLE II

OWNERSHIP AND MEMBERSHIP

Section 1. Membership. Every owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of any obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease and be converted to Class A membership when the Developer no longer owns more than 50% of the Lots within the development. The control of the Association (with the exception of ARB) shall be turned over to the homeowners when the developer has completed all the contemplated improvements and closed the sales of 50% of the lots or whenever the developer elects to terminate its control of the Association, whichever shall first occur.

ARTICLE III

OWNER'S RIGHTS

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and

shall pass with title to ever Lot, subject to the provisions of Association Articles Bylaws, Association Rules and Regulations and the following provisions:

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

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage all or any part of the Common areas.

(e) The right of Developer or the Association to grant and reserve easements and right-of ways through, under, over and across the Common Areas.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any Charges against such Owner's Lot remains unpaid and (ii) to suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days for any material infraction of the Association Rules and Regulations.

(h) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns County Utilities Department. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or if modified as approved by the St. Johns County Utilities Department. Included in this scope shall also be the maintenance of vegetation 20' upstream and downstream of the bridge to a elevation of one foot or less as required by the "No Rise Certification". The Association shall have this area inspected and certified semi-annually by an Engineer, and a copy of this certification shall be provided to St. Johns County.

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

Association Articles and bylaws and Association Rules and Regulations.

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

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

ARTICLE IV

ASSOCIATION

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

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

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Master Drainage System, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Associations obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessment for the purpose of meeting its expenses and operation costs on current basis. The Board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special and Emergency Assessments.

(a) In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas and Master Drainage System, including fixtures and personal property related thereto.

(b) The Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas or the Master Drainage System, and the Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of directors.

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

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

Section 6. Effect of Nonpayment and Remedies of the Association

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

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

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

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

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Section 8. Budget.

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

(b) The Governor's Plantation Unit 1 Homeowners' Association, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles and Bylaws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver of release in any manner of any Owner's obligation to pay any assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from all assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer. The Developer may assign this exemption right to any entity which acquires two or more Lots for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. Ad Valorem Taxes. In the event the Common Area owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. ARB. The Developer or its assigns shall be the Architectural Review Board (the "ARB") as long as Developer or its assigns owns one or more lots in the development. At such time as developer relinquishes the ARB control to the Association, the Developer shall establish the ARB, which shall consist of at least five (5) members who may or may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of members of the ARB, which appointees do not have to be Owners. Developer or its assigns will retain control of the ARB as long as it owns one or more lots in the development. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Developer at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARB members which Developer has appointed. The ARB shall meet at least quarterly or on an as needed basis as may be designated by the Chairman of the ARB. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its function as set forth herein.

Section 2. Architectural Approval.

(a) No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House or the lot, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in

writing by the ARB. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

(b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.

(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its forthcoming within thirty (30) days after complete submittal has been made to the ARB, unless any extension is agreed to by the applicant shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2 (f), or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

(f) The developer may approve plans for future building by the builders prior to the developer turning architectural control over to the Homeowners Association. Minor changes in said plans will be allowed without requiring the builder to resubmit the plans to the Architectural Review Board. The "ARB" and the Homeowners Association will be bound to honor the plan approvals given by the Developer.

(g) The ARB shall establish a fee sufficient from time-to-time to cover the expense of reviewing plans

and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Land Use. All lots shall be used for residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The ground floor area of any House shall contain a minimum of One Thousand Three Hundred (2,200) square feet of enclosed living area in the case of one-story structures, and not less than Eight Hundred (1,200) square feet in the case of a structure greater than one story. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

- (a) A 40 foot setback from the front line for lots #1-10, and a 50 foot setback for lots #11-56.
- (b) A 20 foot side setback.
- (c) A 50 foot setback from the rear line.
- (d) A 40 foot setback from any side street line.

The term "front lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear lot line" shall mean any lot boundary line, other than a lot line which is contiguous to a street right-of-way, which does not extend to or intersect the front lot line. The term "interior side lot line" shall mean any lot boundary line other than a front or rear lot line, and other than a lot line which is contiguous to a street right-of-way. As to all corner lots, the Developer may, in its sole discretion,

determine which lot lines are the front lot lines and the side street lines.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 27,500 square feet.

Section 5. Maximum Height of a Structure. The maximum height of a structure for all permitted or permissible uses and structures is Thirty Five (35) Feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot 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 Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduct of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition, plan animal, device or thing whose activities or existence shall in any way be or become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer or builders, with Developer's approval, may burn clearing and building debris as needed.

Section 8. Signs. No commercial signs, excepting one "For Rent" or "For Sale" sign, shall be erected or maintained on any lot, except with the written permission of the Developer or except as may be required by legal proceedings. The Developer reserves the right to restrict size, color and content of signs permitted by it to be erected upon any Lot within the Property. Identification and street numbers exceeding a combined total more than two (2) square feet shall not be erected without the written permission of the Developer. This section shall not apply to the Developer or to any person or entity designated by the Developer. Developer or his designee reserves the right to enter any portion of the development and remove any sign not meeting the above state criteria.

Section 9. Parking Spaces for Boats, Trailers and Trucks. Each Lot shall provide an attached garage for two (2) automobiles off the street prior to the occupancy of any House. No automobiles, trailer, or boats shall be parked in the roadways or on the street right-of-way(s) adjoining any Lot. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on any Lot or in the street right-of-way adjoining any Lot. No boats, boat trailers, trucks (other than pickup trucks), travel trailers, motor homes or recreational vehicles shall be parked on any Lot unless such shall be placed or parked in a fenced

side yard (other than a side abutting a street right-of-way) or fenced rear yard of a Lot, so that such vehicle cannot be observed from the street. Commercial vehicles for pick up and delivery services may, on a temporary basis only, constitute an exception to this Section.

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Section 10. Sanitary Sewerage and Water Service.

(a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewerage by connection to an approved septic system. The Utility shall have the exclusive right and privilege to provide water utility service and the Owners shall connect to and be serviced by this Utility and no other.

(b) Each Owner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for said well is to provide water for lawn, swimming pools, ornamental shrubs, outdoor plantings, heat pumps or air conditioning units. ARB reserves the right to approve the site location of wells and pumps.

(c) In the event of any violation of this Section 10, the Developer or the Utility may prosecute proceedings in law or in equity against the person(s) violation these provisions and shall be entitled to all available remedies for such violations.

(d) The Connection fees and charges for water service shall be as established by the Utility and as regulated by appropriate governmental authorities.

Section 11. Garages. All garages must be constructed to accommodate a minimum two automobiles and have entry on the side.

Section 12. Temporary Structures. Subject to the provisions of Section 26, no structure of a temporary character or nature shall be placed upon any Lot at any time. Temporary structures shall include, without limitation, storage sheds, tool sheds and workshops. Permissible temporary structures located or erected under the provisions of Sections 26 shall not at any time be used as a residence or be permitted to remain on the Lot after the time specified for removal under Section 26.

Section 13. Fences. No fence or wall shall exceed six (6) feet in height and no chain link or wire fence shall be allowed on any Lot, except as set forth in this paragraph. The fence shall be constructed in shadowbox style using 1/2 inch thick cypress. No fence or wall shall be built beyond the imaginary line extending from the front corner of the House to the side lot lines. For corner Lots, no fence or wall shall extend beyond the rear corner of the House. On lake lots (as hereinafter defined) no fence shall be placed beyond the top of bank. Fences fronting lakes, creeks or other wetlands shall be no higher than four (4) feet

at the sides and rear of lot and shall be constructed of shadowbox style.

(a) "Mailboxes". All mailboxes shall be either brick, masonry or must be placed on a 4" x 4" post. If the post and mailbox are not brick or masonry, then they are to be black in color. All brick or masonry mailboxes shall meet the requirements of St. Johns County.

Section 14. Livestock and Poultry. No animals, livestock or poultry shall be bred, kept, raised or maintained on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and to not exceed Three (4) in the aggregate. Birds and rabbits shall be kept caged at all times.

Section 15. No Improvements Prior to Construction of Residence.
No drives, walks, fences, walls or other improvements, if same be permitted hereby, shall be erected on any Lot prior to the erection of construction of a House thereon, provided that any such improvements may be erected and constructed on any Lot simultaneously and in conjunction with erection of the House.

Section 16. Landscaping. Minimum landscaping requirement of all home builders in GOVERNOR'S PLANTATION shall require that those areas deemed front yard (that area forward of actual front outside corners of the building to side lot lines, to back of curb street) will be fully sodded as well as two feet on each side and three feet in the rear. Corner lot sideyards adjacent to roadways shall be fully sodded.

Section 17. Resubdividing of Lots. No Lot shall be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide or replat or may combine fractional parts of any Lots to create a new building plot, in any way it sees fit to do so provided that any such replatted or resubdivided Lot or Lots or fractional part or parts thereof shall have an area of not less than 27,500 square feet and a width at the front building restriction (setback) line of not less than 135 front feet. The several covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided or replatted, in the same manner as if such Lots were original platted Lots.

Section 18. Release of Violations. Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

Section 19. Prohibited Structures and Activities. No radio, television aerial or antenna or satellite dish nor

any other exterior electronic equipment or device of any kind shall be installed or maintained on the exterior of any structure located on a Lot nor be installed or maintained on the grounds.

No exterior clothes drying shall be permitted except behind a fenced area. No automobile, trailer, tent to be used or which can be used wholly or partly, permanently or temporarily, for residential purposes shall be allowed on any Lot. No temporary or above ground swimming pools are allowed.

Section 20. Lake Lots. The lake lots shall be subject to the following covenants and restrictions:

(a) The Owners of the lake lots shall have the responsibility of sodding to prevent erosion, and maintaining lake banks within their boundaries and of maintaining the lake lots to the actual water line, as it may exist from time-to-time, in other words, the lake lots shall be fully sodded, including the lake banks. The lake lots shall be maintained by said Owners in a neat, clean and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade and contour of the embankment shall not be changed without prior written approval of the Developer and/or any governmental agency which may have jurisdiction thereof. The owners of lots on the lakes shall be responsible for maintenance of the lakes. (b) The County of St. Johns, is hereby granted perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property that are a part of the Master Drainage Plan. Each lake lot is subject to an easement to the County from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of the Master Drainage System. The County and the Association shall have perpetual easements across each lake lot for ingress and egress to such lake for the purposes of exercising any right of reforming any obligation provided in this Declaration, on the plat of the Property, or by law.

Section 21. Wetlands.

(a) General. Only the Developer shall have right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the County, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish and fungi and in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association.

No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have approved by Developer, which approval the Developer may

withhold in its sole discretion.

(b) Recreational Use. Recreation use in or on the lakes, ponds, streams, lagoons, marshes, or other wetlands will require prior written consent of the Association and/or be in accordance with the Association Rules and Regulations; and be restricted to use by the owners of the lots which are contiguous to the lakes, ponds, streams, lagoons, marshes or other wetlands (the intent here being that no one can traverse private property in order to gain entry to a waterway). Permission granted, even then, only manually powered boats, sailboats fourteen feet (14') or less, and boats fourteen feet (14') or less powered by electric trolling motors may be used on any of the lakes, ponds, streams, lagoons, marshes, or other wetlands within the Property, notwithstanding that all or portions of such wetlands may be located within a Lot.

(c) Governmental Permits. No clearing or construction of improvements and no dredging or filling activities are permitted within the wetlands as shown on the plans entitled GOVERNOR'S PLANTATION prepared by Michael Antonopoulos and Associates, Inc., dated _____, 1993, Project Number _____,

and further as delineated on the recorded plat, that the lot owner shall apply to the District for a permit modification for such work. The foregoing provisions may not be amended without the approval of the Department of Environmental Regulation, U. S. Army Corps of Engineers, the St. Johns River Water Management District and any other controlling federal, state or local agencies. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 22. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty(60) days after such damage or destruction.

Section 23. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A. D., 2022, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day

of January, A. D., 2022 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph. The covenants and restrictions and easements in Article VIII, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

Section 24. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, any Owner, or the Association to (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

Section 25. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 26. Temporary Accommodations for Builders. Contractors and subcontractors who are actively engaged in the erection of any improvement on a Lot shall be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such

trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

Section 27. St. Johns County Professional License Requirements. St. Johns County shall have the power to declare zoning clearances for occupational licenses without prior review or approval of the Architectural Review Board.

ARTICLE VIII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. General. Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

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

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

ARTICLE IX

GENERAL PROVISIONS

Section 1. Condemnation of Common Area. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or

condemnation affecting such property.

Section 2. Notice. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage repaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 3. Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 4. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, wherever the context so requires.

Section 5. Amendment.

(a) Subject to the provisions of Article II Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consistent with the provisions herein.

(b) Subject to the provisions of Article II, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially altered thereby.

(c) Notwithstanding the foregoing, this Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon recording in the current public records of St. Johns County.

(d) 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 County Water Management.

Section 6. Transfer of Developer's Rights. The Developer shall have the sole and exclusive right at any time to transfer and assign to any person or entity it shall select, any or all rights, powers, privileges, given to

or reserved by Developer by any part or paragraph of these covenants and restrictions and under the provisions of the recorded plat of the Property. In the event that at any time hereafter there shall be no person on entity entitled to exercise said rights, the same shall be vested in and exercised by a committee elected by a majority of the Owners.

P. U. D. OFF. REC.
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IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered Governor's Plantation, Inc.

in the presence of:

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
95 NOV -8 PM 4:13
Paul "Buddy" M...
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by _____, the sole general partner of Governor's Plantation, a Florida limited partnership, an individual who is personally known to me. He did acknowledge before me that he executed the same on behalf of the Governor's Plantation for the purposes therein expressed.

Notary Public

My commission expires