

RESOLUTION NO. 95-34

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR ODOM'S MILL UNIT II  
LOCATED WITHIN THE PARCEL OF LAND  
ZONED PUD PURSUANT TO ORDINANCE 93-10.

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WHEREAS, the Final Development Plan for Odom's Mill Unit II has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns Ordinance; and

WHEREAS, it is found that:

- a. The request received favorable review with the recommendation by the Planning and Zoning Agency at its meeting on 2-2 1995; and
- b. The request is both consistent with the Comprehensive Plan 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 and with the requirements of PUD Ordinance 93-10; and

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

**Section 1.** Pursuant to the request for approval of Odom's Mill Unit II made by 800 Acre Investment Partnership, in accordance with Section 8-3 of St. Johns County Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit "A" relating to that portion of the PUD, the legal description of which is set forth on Exhibit "A" attached hereto, and which is known as Odom's Mill Unit II, and including Exhibit "C" and Exhibit "D", are hereby approved in reliance therein and on the findings of fact above which are incorporated herein by reference, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit "B".

*In + let - BCC Secty  
P. Degrande*

Section 2. a.) Except to the extent that they conflict with specific provisions of the approved development plan or P.U.D. Ordinance 93-10, all building code; zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited.

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

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

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

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

**Section 5.** All attachments included herein are incorporated and made a part of Resolution 95-34

Adopted by the Board of County Commissioners of St. Johns County, Florida, this 28 day of February 1995

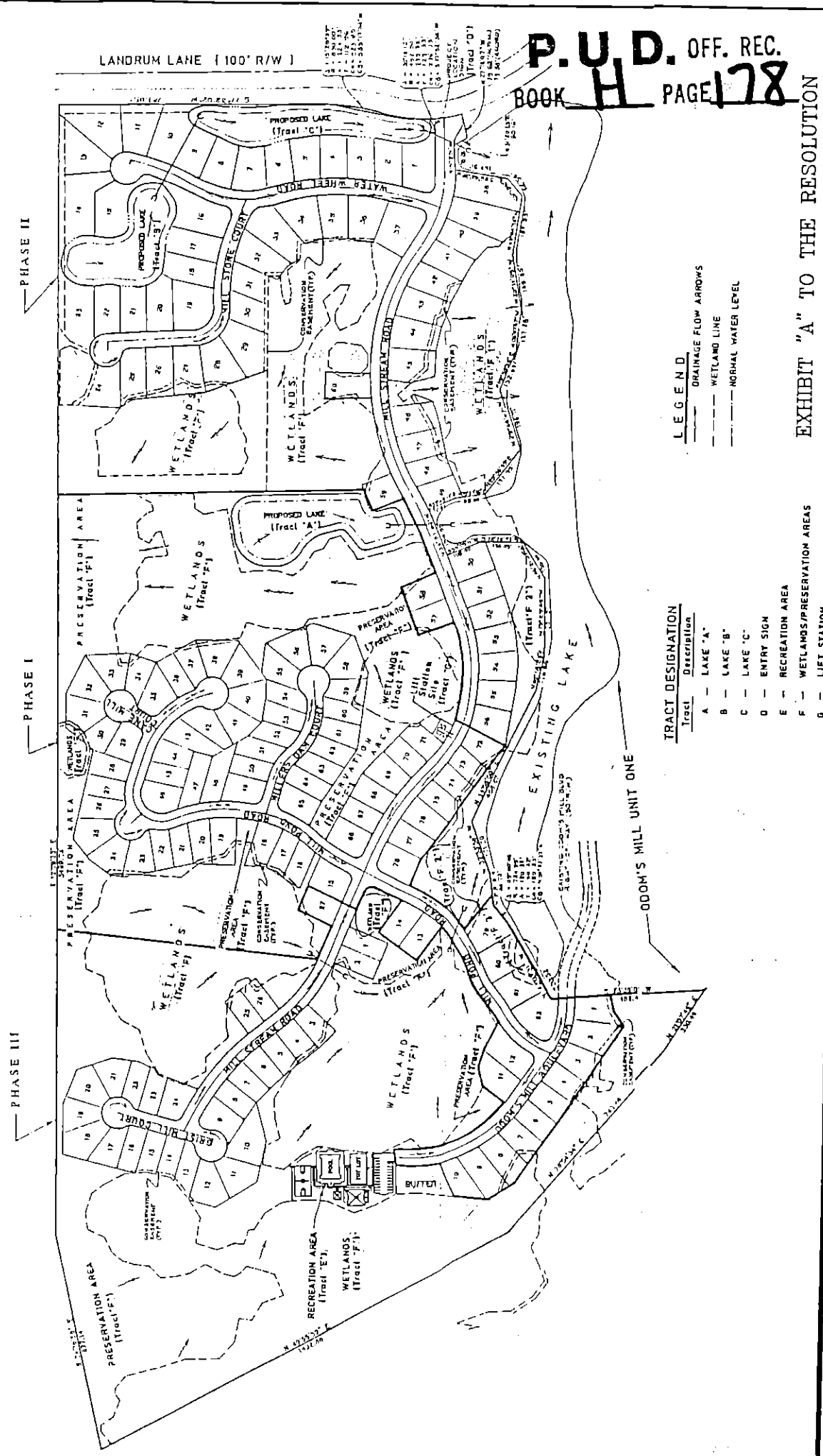
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Barbara Ward

ATTEST: Carl "Bud" Markel, Clerk

By: Irma Racetti  
Deputy Clerk

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**LEGEND**  
 --- DRAINAGE FLOW ARROWS  
 --- WETLAND LINE  
 --- NORMAL WATER LEVEL

**TRACT DESIGNATION**

Tract	Description
A	LAKE 'A'
B	LAKE 'B'
C	LAKE 'C'
D	ENTRY SIGN
E	RECREATION AREA
F	WETLANDS/PRESERVATION AREAS
0	LIFT STATION

**EXHIBIT "A" TO THE RESOLUTION**

NO.	DATE	DESCRIPTION
1	1/17/94	ADDED PROPERTY FOR CONSIDERATION IN RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS

JAN 20 1995  
REGISTERED ENGINEER

DESIGNED BY: R.W.PEVY  
 DRAWN BY: E.T.  
 CHECKED BY:  
 SCALE: 1"=200'  
 DATE: OCT. 1994  
 PROJ. NO.: 9403-327

**13** Hill, Boring & Associates, Inc.  
 CIVIL ENGINEERS / LAND PLANNERS  
 6850 BELFORT OAKS PLACE, SUITE 101  
 JACKSONVILLE, FLORIDA 32216  
 904-281-1121

**ODOM'S MILL UNIT TWO-PHASE I, II & III SANCHEZ GRANT PUD**  
 300 ACRE INVESTMENT PARTNERSHIP  
 FINAL DEVELOPMENT PLAN

**EXHIBIT "B"**

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FINAL DEVELOPMENT PLAN FOR BOOK H PAGE 179

**ODOM'S MILL UNIT II**

WITHIN THAT PORTION OF THE PUD 93-10

NAMED SANCHEZ GRANT PUD

800 ACRE INVESTMENT PARTNERSHIP

October 10, 1994

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

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The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 93-10 and known as Sanchez Grant PUD. The area encompassed by this Final Development Plan is located along the west side of C.R. 210 Odom's Mill Unit II will contain 169 single-family lots on approximately 127.76 acres.

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

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

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

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

**8-4-1 Density of Development**

The density of development in Odom's Mill Unit II will be 1.32 units per acre. The total ground area occupied by the residential buildings and structures in the subdivision shall not exceed 35 percent of the total ground area committed to residential use.

**8-4-2 Open Space**

As areas designated as that Tract "A", Tract "B" and Tract "C" are for lakes. The area designated as Tract "D" is for the entry signage. The area designated on the map as Tract "E" is for the recreation area. The area designated as Tract "F" is for wetlands and preservation areas. The area designated as Tract "G" on the map is for the lift station. The exact acreages of these tracts will be shown on the final plat.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 169 future residences on the 169 lots as depicted on the attached Final Development Plan Exhibit "A". Typical lot sizes are 60'x 120' (Type "A") and 75'x 120' (Type "B"). Each lot will be minimum of 7,200 square feet for Type "A" lots and 9,000 square feet for Type "B" lots. The minimum lot frontage will be 45 feet for Type "A" lots and 60 feet for Type "B" lots where the curvature of the roads narrows the lot frontage at the right-of-way but will maintain the minimum lot with a 60' ("A" Lots) and 75' ("B" Lots) at the front setback, except on cul-de-sacs. The minimum lot frontage on cul-de-sacs will be 20 feet. The residential structures will be set back at least twenty (20) feet from the road right-of-way. Corner lots shall maintain a twenty (20) foot setback along the front adjacent to the road and ten (10) feet along the side adjacent to the road, all lots shall have only one (1) front setback. The rear yard setback will be a maximum of ten (10) feet. The side lot setbacks for Type "B" lots will be five (5) feet from each side, Type "A" lots will be two (2) and eight (8) feet from each side with a minimum of 10 feet between residential structures. Maximum height is 35 feet. Setbacks are to be measured from the walls of buildings. Pools and enclosures are subject to the same setbacks requirements as buildings. ARB approval will be required prior to the issuance of a building permit. The ARB has the authority to waive setback requirements on individual lots for reasons that include tree preservation, protection of overall aesthetics, and enhancement of the environment. The 169 lot Unit II will be sub-phased into (3) subphases consisting of 82 lots, 27 lots and 60 lots, as shown on the Final Development Plan.

**8-4-4 Project Size**

The multi-phase entirety of The Sanchez Grant PUD will comprise approximately 484 acres. The Odom's Mill Unit II area shown on this Final Development Plan comprises approximately 127.76 acres and 169 lots.

**8-4-5 Support Legal Documents For Open Space**

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

- a. As stated in the Covenants, ARTICLE I, Section 13, Maintained Property, the Covenants will provide for conveyance of title to the Common Property to, for ownership by, the appropriate Homeowners' Association, which shall be a duly constituted and legally responsible community association.
- b. The Covenants shall appropriately limit use of the Common Property by inclusion of a provision in ARTICLE I, Definitions, Section 13, Maintained Property, and Section 14, Storm Water Discharge System; ARTICLE IV, Section 3, Easements Reserved For Developer; Section 4, Easements Reserved to Developer and Association; and Section 13, Drainage System Maintenance.
- c. As stated in the Covenants, ARTICLE I, Section 13, Maintained Property; and ARTICLE IV, Section 13, Drainage System Maintenance, the Covenants shall assign responsibility for the maintenance of the Common Property to the appropriate Homeowners' Association.
- d. The Covenants will and do place responsibility for enforcement of the Covenants contained therein upon the appropriate Homeowners' Association and its board of directors. References to enforcement are found in the Covenants, ARTICLE IV, Section 7, Enforcement of Covenants.
- e. The Covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision in the Covenants, ARTICLE III, Covenants for Maintenance Assessments, Section 1 through Section 7, inclusive.



**8-4-6 Access**

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the Property via the proposed roads which will be dedicated to St. Johns County for ownership and maintenance.

**8-4-7 Privacy**

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

**8-4-8 Community Facilities**

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Section 9-3-1 (below).
- c. The Final Development Plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access of fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries, and debris removal. Location of fire hydrants and water and sewer lines serving the Property are also depicted on the Final Development Plan. The fire hydrants to be installed pursuant to this Final Development Plan shall meet County standards and must be approved by the County Fire Coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants. The fire hydrants and water distribution system will be owned and maintained by the Utility Company serving the site both initially and long term.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate proper drainage of storm waters and prevent erosion and the formation of dust.

- e. Specifications for all streets and roadways depicted on the Final Development Plan and which shall be dedicated to St. Johns County, shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners, with the exception that a request for variance be granted to allow for the construction of 18 inch wide "Miami"-type curb and gutter in lieu of 24-inch wide County standard curb and gutter.
- f. **Signs** - Entry signs will be installed as a part of Odom's Mill Unit II at the intersection of Landrum Lane and Mill Stream Road.
- g. **Temporary Uses** - It is expected that model home buildings will be constructed. A maximum of two temporary construction trailers will be utilized on the site only during "horizontal" construction of the Odom's Mill Unit II area of the P.U.D. construction. Trailers will be removed within 30 days after issuance of certificate of occupancy. Parking will be allowed in the model home driveways only. Sales offices will exist in the proposed model homes.
- h. **Maximum Height** - No building or unit in the subdivision shall be taller than the maximum height allowed in the Zoning Ordinance (for detached single-family homes) or thirty five (35') feet.
- i. **Sidewalks** - Sidewalks will be constructed as a part of Odom's Mill Unit II on Odom's Mill Boulevard, Mill Stream Road and Mill Pond Road.
- j. A recreation area will be constructed by the Owner and will be turned over to and maintained by the Homeowners Association.

#### 9-1-1 **Drainage**

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

#### 9-1-2 **Separation From Walkway and Street**

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

**9-1-3 Entrances and Exits**

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

**9-1-4 Interior Drives**

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

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

As shown on the Final Development Plan, the only off-street parking will be in the recreation area parking lot. This parking area will accommodate 23 passenger vehicles.

**9-1-6 Lighting**

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

**9-1-7 Screening**

The screening of the parking area will be done by a natural buffer area between the parking lot and lot 10 as shown on the Final Development Plan.

**9-2 Location**

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

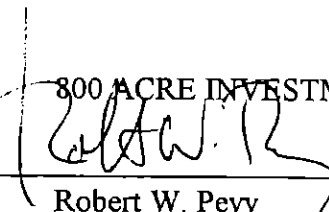
**9-3-1 Off-Street Parking: Number Required**

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

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

This section does not apply to residential developments.

**DEVELOPER:** 800 ACRE INVESTMENT PARTNERSHIP

**AGENT:**   
Robert W. Pevy

**EXHIBIT "C"**

DECLARATION OF COVENANTS  
AND RESTRICTIONS  
FOR

**ODOM'S MILL UNIT II**

WITHIN THAT PORTION OF  
THE PUD 93-10 NAMED  
SANCHEZ GRANT PUD

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

**LIST OF SECTIONS OF DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
ODOM'S MILL UNIT II**

WITHIN THAT PORTION OF  
THE PUD 93-10 NAMED  
SANCHEZ GRANT PUD

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<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
1. ARTICLE I	DEFINITIONS
2. ARTICLE III	COVENANTS FOR MAINTENANCE ASSESSMENTS
3. ARTICLE V	MISCELLANEOUS

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SANCHEZ GRANTP. U. D. OFF. REC.  
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THIS DECLARATION, made the \_\_\_\_\_ day of \_\_\_\_\_, 1992, by \_\_\_\_\_, a Florida general partnership, whose mailing address is \_\_\_\_\_, Florida 32207, hereinafter called "Developer".

W I T N E S S E T H :

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WHEREAS, Developer intends to develop a planned development community generally known as Sanchez Grant upon property more particularly described on Exhibit "A" attached hereto and being in St. Johns County, Florida (said property hereinafter referred to as "Property"); and

WHEREAS, Developer has subdivided all or a portion of the same into single family residential lots; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain Shared Facilities (hereinafter defined) and to this end, Developer has created or will create Sanchez Grant Community Association, Inc. (hereinafter "Community Association") whose membership may include the Owners of all or any part of Property or lands in the general geographical vicinity thereof; and

WHEREAS, Developer now desires to add the owners of the Property as members of the Community Association; and

WHEREAS, Developer also desires to subject the Property to certain covenants and restrictions as hereinafter described; and

WHEREAS, Developer desires to reserve the right to subject all or any portion of the adjoining property described on Exhibit "B" attached hereto, and any lands in the general geographical vicinity thereof (hereinafter collectively referred to as the "Additional Property"), to the covenants, conditions and restrictions contained herein by annexation of such additional property hereto in accordance with the terms hereinafter set forth.

NOW, THEREFORE, Developer declares that the Property and such other properties as are or may be subsequently encompassed by this Declaration as hereinafter set forth, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions contained herein (sometimes referred to as "covenants and restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the Property.

ARTICLE I. DEFINITIONS

Section 1. Annexation. "Annexation" shall mean and refer to the addition of all or any part of the Additional Property, at the option of Developer, to the development community created herein and the subjection of such Additional Property to the terms and conditions set forth in this Declaration or such other, further or different terms and conditions as Developer may elect. Annexation shall be accomplished by the recording by Developer of an amendment to this Declaration in the public records of St. Johns County, Florida, describing the property to be annexed along with a plat or legal description of such property.

Section 2. Assessment. The term "Assessment" as used herein shall mean and refer to the fractional share of the total Community Association expenses allocable to a particular Lot and its Owner.

EXHIBIT "B"

Ordinance Book 12 Page 43

Section 3. Assessment Period. "Assessment Period" shall mean and refer to the same period as a calendar year, from January 1 to December 31 of any given year.

Section 4. Community Association. "Community Association" (sometimes referred to as "Association") shall mean and refer to the Sanchez Grant Community Association, Inc., a corporation not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 5. Community Association Articles. "Community Association Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 6. Community Association Directors. "Community Association Directors" shall mean and refer to the Association's Board of Directors.

Section 7. Community Association Expenses. "Community Association Expenses" shall mean and refer to the expenses and charges described in this Declaration incurred or to be incurred by or collected or to be collected for the Community Association by the Community Association and assessed or to be assessed against the Lots and the Owners thereof.

Section 8. Developer. "Developer" shall mean and refer to the Developer 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 has had the rights of Developer similarly assigned to it.

Section 9. Lot. "Lot" shall mean and refer to any plot of land designated as a lot upon the recorded subdivision plat of the Property or Additional Property. Additionally, "Lot" shall include unplatted or platted areas of the Additional Property which are designated for commercial use and shall be owned by Class II Members.

Section 10. Member. "Member" shall mean and refer to all those Owners who are members of the Community Association as provided in Section 1 of Article II hereof.

Section 11. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property either by virtue of this Declaration or by virtue of amendment hereto to annex additional property in accordance with the provisions set forth herein, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to any mortgagee or grantee or beneficiary under a mortgage or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

Section 12. Property. "Property" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto and so much of the Additional Property as is annexed by Amendment to this Declaration.

Section 13. Maintained Property. "Maintained Property" shall mean and refer to the environmentally protected areas, Storm Water Discharge System, drainage system, including easements and retention ponds (for drainage retention), roads, recreational areas, playgrounds, and such other common areas as may be shown on The Final Development Plan approved by the St. Johns Board of County Commissioners or as may be conveyed by Developer to the Community Association. The definition of Maintained Property shall also include such additional property, intended for the common use



and enjoyment of the Members, as may from time to time be designated as such by Amendment to this Declaration. "Maintained Property" will be transferred to the Homeowners Association for ownership and maintenance prior to the sale of the last lot of each phase.

Section 14. Storm Water Discharge System. "Storm Water Discharge System" shall mean the system of lakes, ditches, canals, culverts and weirs and related facilities which transport surface storm water from the Property to and through and including the drainage easement recorded in O.R. Vol. 723 page 661, current public records of St. Johns County, Florida.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN  
THE COMMUNITY ASSOCIATION

Section 1. Membership. Every Owner of a Lot in the Property developed and annexed as herein set forth shall be a Member of the Community Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Persons or entities who or which own a Lot merely as security for the performance of an obligation shall not be Members of the Community Association; rather, the beneficial owner in such cases shall be the Member.

Section 2. Voting Rights. The Community Association shall have three classes of voting membership:

Class A - Class A Members shall be all Owners who have taken title to one or more Lots from the Developer, or from a successor in title to the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold an interest required for membership in Section I hereof. When more than one person holds such interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Lot.

Class B - Class B Members shall be all owners of commercial property in the immediate vicinity of the Property which may be annexed to the Property by the Developer. Class B Members shall have a number of aggregate votes determined by multiplying the total number of Class A votes outstanding by a number equal to twice the total number of commercial acres annexed and dividing that result by 100 (rounding the final number of votes to the nearest whole number). Class B Members shall be entitled to vote only on matters relating to that portion of the Maintained Property which is shown on the plats as environmentally protected drainage outfall structures and easements, and the drainage retention areas. Class B Members shall not be entitled to vote nor have any obligation for the maintenance of other Maintained Property. In the event there is more than one Class B Member, the votes shall be exercised as they determine.

Class C - The Class C Member shall be the Developer, which shall be entitled to a number of votes equal to the sum of all of the Class A and Class B votes, as they exist from time to time, plus one. Class C membership shall terminate when Developer no longer owns any portion of the Property.

Section 3. Membership and Voting Procedure. The Community Association Articles and By-Laws shall more specifically define and describe the procedural requirements for Community Association Membership meetings and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to

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covenant and agreed to pay to the Community Association: (1) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Member's lot from the date of recording of a Claim of Lien as hereinafter set forth. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, however, the delinquent assessment shall remain a lien against the property until paid. The Developer shall not be subject to assessments for any Lot or any acreage it owns and that may become subject to this Declaration. The Developer may assign this exemption right to any entity which obtains a portion of the Property for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder. Class B Members shall only be assessed as follows:

(a) for expenses relating to the environmentally protected areas, drainage outfall easements and structures, the drainage retention areas and the Storm Water Discharge System, in the same proportion as the Class B votes bear to the total of Class A and Class B votes then outstanding. In other words, for example, it is the intention hereof that Class B Members not be assessed to maintain the median islands at the entranceways.

(b) for 100% of all expenses relating to the maintenance of all Maintained Property (such as easements and outfall structures) exclusively benefitting Class B Member property.

Section 2. Purpose of Assessments. The assessments levied by the Community Association shall be used for payment of costs of maintenance of the Maintained Property and such other matters as are more fully set forth in the articles of incorporation and bylaws of the Community Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Community Association Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for expenses incurred by the Community Association for a matter that was unanticipated or deemed an emergency and of immediate necessity by the board of directors.

Section 4. Uniform Rate of Assessment. All Lots subject to a particular assessment shall be assessed on an equal basis. Assessments relating to services or matters affecting and unique to only certain Lots may be assessed against the affected Lots only. Assessments on Lots will be collected on an annual basis in advance.

Section 5. Date of Commencement of Annual Assessments Due Dates. The assessments provided for herein shall commence as to each Lot on the first day following the conveyance by Developer, its successor or assigns to the respective Owner. The first assessment shall be adjusted according to the number of days remaining in the year of closing. The Community Association Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for the Association's assessments shall be established by the Board of Directors. The Community Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the

status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Said assessment shall attach and become a lien against the Owner's Lot from and after the date of recording of a Claim of Lien in the public records of St. Johns County, Florida stating the amount of the unpaid assessment and interest thereon through the date of recording of said Claim of Lien. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property of the Owner.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid assessment was recorded prior to such first mortgage. Any party taking title to a Lot by virtue of the sale or transfer of such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not be responsible for payment of assessments which became due prior to such sale or transfer, unless the same were secured by Claim of Lien recorded prior to the mortgage. Any assessments which are waived by virtue of a person taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all members of the Association as an Association expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. COVENANTS AND RESTRICTIONS

Section 1. No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made, nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots be made, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Class C Member, or an Architectural Review Board ("ARB") appointed by the Class C Member or, after there is no Class C Member, by the Association's Board of Directors or its designated ARB. In the event said Class C member or the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Developer may resubdivide, or replat, the Property in any way it sees fit for any purpose whatsoever. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

Section 3. No home shall be constructed with less than 1250 square feet of heated/air conditioned living space.

Section 4. No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Board of Directors shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. No mobile homes, tents, outbuildings or shacks shall be placed on any Lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval and such outbuildings of not greater than 200 square feet in size a

judgment, determines such violation to be an insubstantial violation; and

(e) to amend these covenants and restrictions to subject additional properties hereto and to amend these covenants and restrictions as to such additional property to add to or alter these restrictions to reflect the unique and different character of each such development.

Any amendments to this Declaration of Covenants, Conditions and Restrictions shall be recorded in the Public Records of St. Johns County, Florida.

Section 3. Easements Reserved for Developer. Developer, for itself, its successors and assigns, hereby reserves a non-exclusive perpetual easement and right of ingress, egress, and access on, over, upon, across, through and under any and all portions of the Property which are paved and intended for use as pedestrian or vehicular rights of way. Developer hereby reserves the right to make necessary changes to the drainage system, utility system and rights of way for the benefit of other properties so long as such changes are not materially detrimental to the Property or the owners thereof.

Section 4. Easements Reserved to Developer and Association. Developer, for itself, its successors and assigns, and for the Association hereby reserves and grants a perpetual non-exclusive easement and right of ingress, egress and access on, over, upon, across, through and under (i) a five foot (5') strip along each boundary of each Lot for drainage and utility purposes and (ii) all portions of the Property designated as Environmentally Protected Areas on the recorded Plats for purposes of maintenance thereof as needed and/or as required by governmental agencies and for the purpose of establishing and maintaining meandering trails for pedestrian and fishing use.

Section 5. Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

Section 6. DURATION. These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until January 1, 2023, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2023, or within six months preceding the end of any such ten (10) year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on the Plat of the Property, amending this Declaration or any part hereof, shall be placed on record in the office of the appropriate agency of St. Johns County, Florida. In the event that such written agreement shall be executed and recorded as provided for above in this Section, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of ten (10) years each, unless and until further changed or modified in the manner provided in this Section.

Section 7. Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants and restrictions, it is the responsibility of the Developer or Community Association, or any person or persons owning any Lot on said Property: (i) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (ii) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining

all or any such violations or attempted violations. In addition, the Community Association Board of Directors shall have authority to levy fines for such violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or Community Association Lot Owner or their respective successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall, in no event, be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

Section 8. Annexation. Additional land located within Property or within the general geographical vicinity may be annexed by the Developer without the consent of Members within fifteen (15) years of the date of this instrument, by recording in the public records of St. Johns County, Florida, an amendment to this Declaration describing the property to be annexed and stating that such property is subject to this Declaration.

Section 9. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

Section 10. Captions. The captions of each paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

Section 11. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

Section 12. Provisions Severable. The invalidation of any provisions or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 13. Drainage System Maintenance. The Property utilizes a system of lakes, culverts and a drainage canal (collectively the "Drainage Facilities") to retain and provide for the drainage outfall for the benefit of the Property. Some of these Drainage Facilities will be owned by the Association and some will be granted to the Association as an easement. All such Drainage Facilities shall be part of the Maintained Property. It shall be the responsibility of the Association, in the case of those Drainage Facilities owned by the Association, to cause same to be maintained in accordance with all governmental rules, regulations and permit requirements and, in the case of those Drainage Facilities consisting of easements, to contribute, along with other property owners sharing in such Drainage Facilities, to the property maintenance thereof.

P.U.D. OFF. REC.  
BOOK H PAGE 195

STATE OF FLORIDA

COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK H PAGE 196

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

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

**RESOLUTION NO. 95-34**

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held February 28, 1995

95 MAR - 8 AM 10:22  
CLERK OF CIRCUIT COURT  
CARL "BUD" MARKEL

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 7th day of March, 1995.

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

By: Patricia DeGrande  
Patricia DeGrande, Deputy Clerk

