

RESOLUTION NO. 96-118

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR THE ANNEX
THE PLANTATION AT PONTE VEDRA
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 84-35, AS MODIFIED.**

WHEREAS, it is found that:

- a. The Final Development Plan for the Annex of the Plantation at Ponte Vedra has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and
- b. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on June 20, 1996; and
- c. The request is consistent with the Comprehensive Plan, the PUD, and compatible with development patterns in the surrounding area;
- d. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance;

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

Section 1. Pursuant to a request for approval of up to 149 single family residential units made by Plantation Developers in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the legal description of which is set forth on Exhibit A attached hereto, the Final Development Plan (attached hereto as Exhibit B) relating to that portion of the PUD, and which is known as The Annex of The Plantation at Ponte Vedra, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit C, and sections of the Covenants and Restrictions hereto as Exhibit D and based on the above-referenced Findings of Fact which are hereby incorporated herein by reference.

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

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

In + let - Pat DeGrande

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

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

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

Section 4. 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 The Plantation at Ponte Vedra is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 96-118.

PASSED AND ADOPTED, this 9th day of July, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Donald Jordan, Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Artucia De Andrade
Deputy Clerk

P. U. D. OFF. REC.
BOOK J PAGE 261

EXHIBIT A TO THE RESOLUTION
LEGAL DESCRIPTION

ANNEX PARCEL

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BOOK H PAGE 74

A portion of the Joseph S. Sanchez Grant Section 43 TOGETHER WITH a portion of the Francis X. Sanchez Grant Section 41 TOGETHER WITH a portion of the heirs of Thomas Fitch Grant Section 48 all lying in Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the corner common to Sections 9, 16, and 42, Township 4 South, Range 29 East of said county; thence North 87°25'45" East, along the Northerly line of said Section 16, a distance of 546.10 feet to the westerly right-of-way line of Old Palm Valley Road, State Road No. 210 as relocated as described and recorded in Official Records Book 719, Page 1018 of the Public Records of said St. Johns County; thence southerly and southeasterly along said westerly right-of-way line run the following four (4) courses and distances: COURSE NO. 1: South 06°49'15" East, 918.34 feet to the point of curvature of a curve to the left; COURSE NO. 2: thence along and around the arc of said curve concave Northeasterly, having a radius of 1330.97 feet, an arc distance of 612.38 feet, said arc being subtended by a chord bearing and distance of South 20°00'07" East, 607.0 feet to the point of tangency of said curve; COURSE NO. 3: thence South 33°10'58" East, 1628.11 feet to the POINT OF BEGINNING; COURSE NO. 4: thence South 33°10'58" East, 1000.64 feet to the southerly line of said Section 43; thence North 85°53'26" West, 536.08 feet to the corner common to Sections 43, 41, and 15; thence South 14°33'14" East, along the Easterly line of said Section 41, 1903.31 feet; thence South 37°10'52" West, 1499.51 feet to a corner common to Sections 41, 49, and 22; thence South 84°23'17" West, along the southerly line of said Section 41, 1480.13 feet to the Northeasterly line of Palm Valley Gardens Unit Two, as shown on map recorded in Map Book 5, Page 65 of the Public Records of said St. Johns County; thence North 24°36'56" West, along last said line, 1959.18 feet; thence North 49°55'59" East, 1432.88 feet; thence North 28°54'34" East, 743.46 feet; thence North 21°07'45" East, 393.49 feet; thence South 86°42'49" East, 622.52 feet; thence North 58°39'55" East, 567.50 feet to the POINT OF BEGINNING.

Containing 184.66 acres more or less.

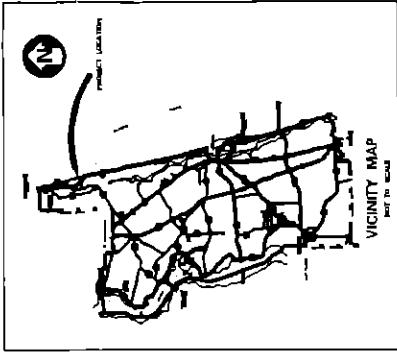
FILED AND RECORDED IN
PUBLIC RECORDS
ST. JOHNS COUNTY, FLA.

95 SEP -1 AM 10: 21

Paul "Red" M... ..
CLERK OF CIRCUIT COURT

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BOOK J PAGE 263

EXHIBIT B TO THE RESOLUTION
FINAL DEVELOPMENT PLAN MAP



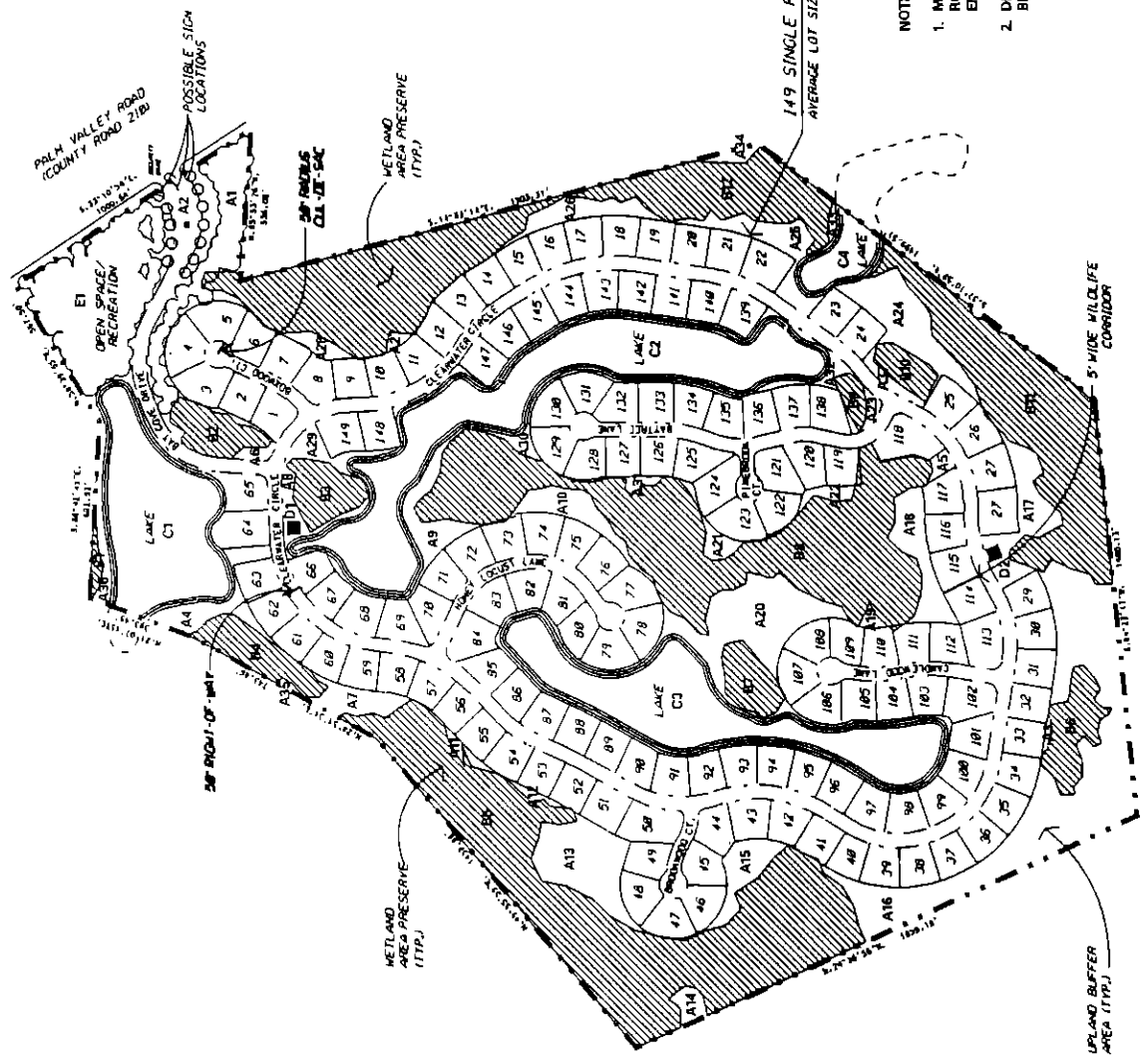
LEGEND

- PROPERTY BOUNDARY
- LOT BOUNDARY
- CONSERVATION AREA
- STORMWATER POND
- RIGHT OF WAY
- LANDSCAPE / BUFFER
- WETLANDS / OPEN SPACE
- STORMWATER POND
- UTILITY
- CONSERVATION
- TRACT I
- TRACT II

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SCALE: 1" = 300'



NOTES:

- MINOR CHANGES MAY BE MADE TO THE ROADS, LOTS, ETC., SUBJECT TO COUNTY ENGINEERING APPROVAL
- DRAINAGE AND UTILITY EASEMENTS WILL BE SHOWN ON THE PLAT.

NO.	DATE	DESCRIPTION
1	1-31-96	LOT ADJUSTMENTS DRS
2	2-22-96	PER DAC COMMENTS DRS
3	5-31-96	PER DAC COMMENTS DRS
4	6-12-96	REMOVE TRACT A5 DRS

SCALE:	1" = 300'
DESIGNED BY:	M. BYERS
DRAWN BY:	D. COURSON
CHECKED BY:	

EXHIBIT "B" TO RESOLUTION	DATE
FINAL DEVELOPMENT PLAN	

THE PLANTATION AT PONTE VEDRA ANNEX	SCALE	DATE	NOTES	TIME

BHR BESSENT, HAMMACK & RUCKMAN, INC. CONSULTING AND DESIGN ENGINEERS 1100 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 1.904.721.2291

DRAWING	1	1
DATE:	JULY 1995	
PROJECT NO.:	94057.04	

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BOOK J PAGE 265

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

THE ANNEX

THE PLANTATION AT PONTE VEDRA

PLANTATION DEVELOPERS

FEBRUARY 13, 1996
REVISED APRIL 26, 1996

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 single family subdivision to be known as The Annex of The Plantation at Ponte Vedra. The Final Development Plan consists of the legal description identified on Exhibit A, a one-page map identified as Exhibit B to the Resolution (the "Map"), this 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 84-35. The area encompassed by this Final Development Plan is located within the Plantation at Ponte Vedra PUD. Under the approved Master Plan, The Plantation at Ponte Vedra, may be developed for up to 720 single family units. The Annex will contain 149 single family lots on approximately 185 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 or documentation of exemption; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) Comply with all other applicable land use and development regulations of St. Johns County. 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 the property 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 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.

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. There will be 149 units on 185 acres.

8-4-2 Open Space

Open space and conservation areas are depicted as tracts on the FDP Map, as follows:

Tracts A1 - A37
Tract B1 - B12
Tracts C1 - C4
Tract D1 - D2
Tract E1

Landscape/Buffer
Wetlands/Open Space
Stormwater Ponds
Utility
Open Space/Recreation

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All common areas will be maintained by the homeowners' association, whose membership will include all lot owners within The Annex. The upland buffer areas identified on this FDP constitute a total acreage far in excess of the six acres of wildlife buffer described in the PUD for this parcel. The utility sites shall be visually buffered from adjacent lots by landscaping or opaque fencing. The open space/recreation site (Tract E1) may remain open space or be converted to a community recreation complex at the discretion of the developer or homeowners' association. The recreation site may include: pool, cabana, courts, playing fields, and parking.

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

All development which is to occur within The Annex will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 149 residences in this phase. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Every parcel upon which a residence is constructed will have a total area equal to or greater than 15,000 square feet. The setbacks are as follows: 25-foot front, 10-foot side and 17.5-foot rear. The Architectural Review Board (ARB) may release lots from minor violations for aesthetics, environmental or hardship considerations, but not from wetland setbacks required by permit or County and State law. Accessory structures such as A/C units, driveways, and uncovered pools are allowed within the setback. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. The minimum lot width at the front setback line is 75 feet. ARB approval is required prior to the issuance of a building permit by St. Johns County.

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

One or more entry sign(s) may be located at the entrance, either in the landscape median or on one or both sides of the entrance road. The signs shall be limited to a maximum height of 10 feet and a maximum size of 40 square feet. The signs may be lighted and landscaped.

Model home construction may occur after recording of the plat. Model homes may include sales, administrative, or construction management offices. Model homes may have one sign each, located on the lot. The signs will be constructed of wood and be no larger than 5 feet wide by 9 feet high. Model homes may be used as a sales center.

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

8-4-4 Project Size

The PUD consists of 823± acres. This Final Development Plan consists of ±185 acres.

8-4-5 Support Legal Documents for Open Space

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

- a. The covenants shall provide for conveyance of title to the Common Property to, and ownership by, the appropriate homeowners' association as described above, which shall be a duly constituted and legally responsible community association. (Article IV, Section 4)
- b. The covenants shall appropriately limit use of the Common Property. (Article IV, Section 1)
- c. The covenants shall assign responsibility for the management and maintenance of the Common Property to the appropriate homeowners' association. (Article I(d))
- d. The covenants shall place responsibility for enforcement of the covenants contained therein upon the appropriate homeowners' association and its board of directors. (Recital, D)
- e. The covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Article IV, Section 1a)

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the Property. An entrance to the property will be constructed on Palm Valley Road.

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 ARB.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraphs "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans. The fire hydrants to be installed in this subdivision 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.

- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance No. 86-4, as amended.

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4 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 Entrance and Exits

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

9-1-4 Interior Drives

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

9-1-5 Marking of Parking Spaces

As shown on the Map, there will be no 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 approximately 400 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 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: Number 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 unit will have a garage.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

APPLICANT

By: Donald R. Amos

P. U. D. OFF. REC.
BOOK J PAGE 271

EXHIBIT D TO THE RESOLUTION

COVENANTS AND RESTRICTIONS:

ARTICLE IV, SECTION 4

ARTICLE IV, SECTION 1

ARTICLE I (d)

RECITAL D

ARTICLE V, SECTION 1

ARTICLE X, SECTION 2

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

P. U. D. OFF. REC.
BOOK G PAGE 33C

THIS DECLARATION, made this 26th day of September, 1966, by The Plantation Developers, a Florida general partnership, hereinafter referred to as "Declarant," recites and provides:

RECITALS

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

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

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

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

DECLARATION

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

ARTICLE I

DEFINITIONS

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

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

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BOOK F PAGE 333

Section 3. 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 Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

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

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

- (a) such rules and regulations as shall from time to time be promulgated by the Board of Governors of the Club; and
- (b) the terms and provisions of the Club's Articles of Incorporation and Bylaws which provide for various classes of members, including classes of members which do not require ownership of a Parcel.

ARTICLE IV

OWNER'S RIGHTS

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

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

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BOOK G PAGE 334

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OWNERS ASSOCIATION

Section 1. Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Bylaws and Articles of Incorporation, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association and/or Club shall operate and maintain all improvements and facilities within the surface water management system as permitted by the St. Johns River Water Management District, including lagoons, lakes, ponds, watercourses, drainage ditches and drainage systems and may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise operate and maintain the Common Roads, all drainage ditches, drainage systems, and lagoons, lakes, ponds and watercourses on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

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

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

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

Section 4. Other Maintenance.

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

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

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

Section 5. Contracts.

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

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

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

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

ARTICLE X

UTILITY EASEMENTS AND OTHER EASEMENTS

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

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

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

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

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

FILED AND RECORDED IN
PUBLIC RECORDS DEPT.
ST. JOHNS COUNTY, FLA.
96 JUL 16 PM 3:19
Carl "Bud" Markel
CLERK OF CIRCUIT COURT

RESOLUTION NO. 96-118

**Adopted by the Board of County Commissioners of St.
Johns County, Florida, at a regular meeting of said
Board held July 9, 1996**

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 16th
day of July 1996.

(seal)



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