

RESOLUTION NO. 96-146
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
INDIAN CREEK
AT
CIMARRONE
WITHIN THE WOODLANDS PUD
ALSO KNOWN AS CIMARRONE GOLF AND COUNTRY CLUB
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 87-48 AND 95-60

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WHEREAS, the Final Development Plan for Indian Creek at Cimarrone has been fully considered after public hearing pursuant to section 8-3-2 of the St Johns County Zoning Ordinance: and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting of August 15, 1996 and
- B. The request is consistent with the Comprehensive Plan, the PUD and compatible with development patterns in the surrounding area;
- C. The request is consistent with the requirements of Section 8-3-2 of the St. Johns County Zoning Ordinance and with the requirements of PUD Ordinance 87-48 and 95-60.

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 subdivision improvements made by Cordele Properties, Inc. in accordance with Section 8-3 of the St Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the Final Development Plan, attached hereto as Exhibit A relating to that portion of the PUD which is known as Indian Creek at Cimarrone, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B, the list of covenants and restrictions to be incorporated attached hereto as Exhibit C, and based on the above referenced findings 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. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resolution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated narrative.

Section 3. The following conditions must be met for approval to construct the improvements shown on the Final Development Plan attached as Exhibit A:

- 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 Management Water 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. The developer may not commence any construction activity (i.e., land clearing, earthwork, site preparation, or construction of improvements) until all applicable federal, state and county permits have been obtained and County Engineering has approved the start of construction. County Engineering may approve the construction activities in stages provided the required permits for each stage have been obtained. Specifically, land clearing, earthwork, and site preparation may be approved if the developer meets the following conditions: Obtains an ERP Permit; obtains a land clearing permit or documents exemption; obtains a right-of-way permit, if required; and receives County Engineering approval of plans for grading and erosion sediment control.

Section 5. 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 Supplementary Declaration of Covenants and Restrictions for Indian Creek at Cimarrone is recorded in the Public Records of St. Johns County, Florida.

Section 6. All attachments included herein are incorporated herein and made a part of Resolution 96-146.

P. U. D. OFF. REC.

Passed and adopted this 27th day of August, 1996. BOOK J PAGE 426



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Chair Donald Jordan

ATTEST: CARL "BUD" MARKEL, CLERK

By: Genora Newsome
Deputy Clerk

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EXHIBIT B TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

FOR

INDIAN CREEK

AT

CIMARRONE

WITHIN THE

WOODLANDS PUD (87-48 AND 95-60)

ALSO KNOWN AS CIMARRONE GOLF AND COUNTRY CLUB

FOR

CORDELE PROPERTIES, INC.

May 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 Indian Creek at Cimarrone. The Final Development Plan consists of a map and legal description identified as Exhibit A to the Resolution (the "Map"), and this text identified as Exhibit B. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 87-48 and 95-60. The area encompassed by this final Development Plan is located within the Cimarrone Golf and Country Club. Under the approved Master Plan, this site is to be developed as a subdivision. Unit Three will contain 69 single family lots on approximately 35.56 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 to an individual homeowner 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 Supplementary Declaration of Covenants and Restrictions for Indian Creek at Cimarrone has been recorded in the Public Records of St. Johns County.

Nothing contained in the existing covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the covenants which are specifically referenced herein and listed on Exhibit C are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the covenants made a part of the Final Development Plan is provided with this submission and is identified as Exhibit C to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

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. The minimum lot square footage shall be 8000 sf. and the minimum lot width shall be 80 ft.. There will be 1.94 residential units per acre.

8-4-2 Open Space

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The area designated as Tract A and Tract B on the Map will be used for retention ponds and Tract C will be used for a sewage pumping station. Tract D and Tract E will be for conservation easements as required by the St. Johns River Water Management District. Tracts A, B, C, D and E will be maintained by the existing Homeowner's Association whose membership will include all lot owners within the PUD\Subdivision.

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

All development which is to occur within the Subdivision will comply with the spirit and intent of the Zoning Ordinance and PUD. There will be no more than 69 residences in the Subdivision. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. The minimum setbacks are as follows: front yard = 25 foot, side yard = 8 foot and rear yard = 10 foot. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

There may be an entry sign to the Subdivision that will lie within the island median at the entrance to Cimarrone Blvd. as shown on the Map. Lighting will be directed toward signage and away from the roadways. The entry sign will be no larger than 5'x6' and will be constructed of concrete and wood. The sign will be setback from the intersection to avoid obstructing visibility.

Temporary construction trailers may be used within the Subdivision during the construction period (which shall be up to 6 months from the date of approval of this Final Development Plan). Also, a model home located on Lot 69 may be used as a temporary sales center. Parking for the temporary sales center shall be within the driveway only.

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

The permitted location for accessory structures such as private swimming pools shall be that the private swimming pool be located no nearer than five feet from any interior property line and may not be located in any front yard. Private swimming pools as regulated in the St. Johns County Zoning Ordinance shall meet Section 7-17 "Accessory Uses and Structures" 7-17-1 (d) (1) (2) (3).

Air conditioning compressors designed to serve the main structure may be located in the side yard or rear yard but not less than three feet from any lot line. Air conditioning compressors shall be screened on three sides with a fence or other structure having a

minimum height of three and one half feet to provide visual screening.

The existing Cimarrone Golf and County Club Development sign is a ground mounted sign approximately 12'-0" wide and 7'-0" tall supported on 2 wood columns 2'-0" x 2'-0" wide and 7'-6" tall. The sign will be accented with decorative fencing on either side of the proposed development sign with wood lattice or similar material supported by 2 wood columns for each side. The owner will relocate the existing sign and decorative fencing in the same configuration. The development sign will be set back on the owner's property to avoid obstructing visibility and lighting will be directed toward the sign and away from roadways.

8-4-4 Project Size

The PUD consists of 646 acres. This Final Development Plan for Indian Creek at Cimarrone consists of 35.36 acres more or less.

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 the title of the common property to an ownership by the appropriate property owners association which shall be a duly constituted and legally responsible community association.

Article II, Section 2.1 provides that the Developer will convey or cause to be conveyed to the Association the title to the Common Areas and the facilities located thereon, at such time as the construction of such common areas and facilities is complete. Also, Article V, Section 5.1(b) provides that the Association's duties with respect to the Common Areas commence upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

Cimarrone Property Owners Association, Inc., is a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes (Article 1, Section 1.3).

With respect to those portions of the Common Property which constitutes a part of the surfacewater management system, Article V, Section 5.2(c) provides that the Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to

any applicable permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U.S. Corps of Army Engineers including all lakes, littoral areas, retention areas, underdrains, culverts and filtration systems.

- b. The use of the Common Property is granted to the owners of the Association. Article II, Section 2.1 provides that every owner and the lawful occupant of any Residential Unit within the Property shall have a nonexclusive right and easement of enjoyment in and to the Common Areas that are appurtenant to, and passes with, the title to every Lot and Residential Unit. Also, Article II, Section 2.1 provides that the Owners' rights and easements are limited to using the Common Areas and Common Roads for their intended purposes in a reasonable manner, and with respect to any particular use or activity, are limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

Also, by definition, Article 1, Section 1.11 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall not include any Lot or any part of the Club or the Club Property.

- c. Pursuant to Article V, Section 5.1(a), the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures furnishings, equipment, and other related personal property located thereon.
- d. The covenants shall place responsibility for enforcement of the covenants upon the appropriate property owners association. Pursuant to Article XI, Section 11.1(a), the Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the Owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions and correct and abate the violation.

Also pursuant to Article XI, Section 11.1(b), The Developer, Subdivision Developers, the Association, or any owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including without limitations, proceedings for injunctive relief.

Also, pursuant to Article V, Section 5.1(a), the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures furnishings, equipment, and other related personal property located thereon.

- e. The Declaration shall permit the subjection of each Lot to an assessment for a proportionate share of maintenance costs.

Article VI, Section 6.1 provides that for each Lot, and to the extent a portion of the Property has not been platted, for each Permissible Residential Unit within the Property, Developer covenants, and each Subdivision Developer and Owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association:

and (a) An annual maintenance assessment, as defined in paragraph 6.2

(b) Special assessments, as defined in paragraph 6.3; and

(c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and

(d) Specific assessments against a particular Lot of Residential Unit that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and

(e) All excise, sales, or use taxes, if any, that from time to time may be unposed upon all or any portion of the assessments established by this Article.

All of the foregoing provisions are set forth in the Amended and Restated Declaration, recorded in Public Records, St. Johns County, Florida O.R. 1154, pages 428 thru 463. The property encompassed by this Final Development Plan is subjected to these Restated Covenants and also to additional covenants unique to that particular subdivision pursuant to the Supplementary Declaration.

8-4-6 Access

Each lot will be provided vehicular access within the Property via the private roads to be owned and maintained by the existing Homeowners Association.

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 existing Homeowners Association.

8-4-8 Community Facilities

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- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County.
- 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. 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 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.
- 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 Number 86-4, as amended from time to time.

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 will be provided demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall be designed to facilitate the construction of the conveyance system with a minimum width of 15 ft.. Rear yard swales may have a minimum 15 ft. drainage easement, to be determined and provided on the signed and sealed construction plans.

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 entrance/exit to Cimarrone Blvd. 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.

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9-1-5 Marking of Parking Spaces

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

9-1-6 Lighting

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

9-1-7 Screening

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

9-2 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: 

Date: Aug. 19, 1996

EXHIBIT C

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Listed below are the Articles of the Amended and Restated Declaration of Covenants and Restrictions of Cimarrone Golf & Country Club recorded in Official Records Book 1154; Page 0428 of the public records of St. Johns County, Florida, referred in Exhibit B, Section 8-4-5 - Support Legal Documents for Open Space. Copies of these Articles are attached.

Article I, Section 1.3, and Section 1.11

Article II, Section 2.1

Article V, Section 5.1(a), Section 5.1(b), and Section 5.2(c)

Article VI, Section 6.1

Article XI, Section 11.1(a) and Section 11.1(b)

AMENDED AND RESTATED
 DECLARATION OF COVENANTS AND
 RESTRICTIONS FOR
 CIMARRONE GOLF & COUNTRY CLUB

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB is made by Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259 ("Developer"), effective as of February 9, 1989.

ARTICLE I
INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the original owner of that certain real property known as CIMARRONE GOLF & COUNTRY CLUB, UNIT ONE, located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Property"). Developer intends to develop the Property (and any Additional Lands submitted later by Supplemental Declaration as provided hereinafter) and adjacent lands as a residential golf and country club community consisting of one or more subdivisions and recreational facilities, all of which shall be developed and maintained as part of a planned residential development. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.

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

1.1 "Additional Lands" means the lands in St. Johns County, Florida, described on Exhibit "B" attached to this Declaration, all or part of which may, in Developer's sole discretion, be added to the Property by Supplemental Declaration, and which Additional Lands added shall then be included in the term "Property" and subject to the terms of this Declaration.

1.2 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.3 "Association" means Cimarrone Property Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

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1.5 "Cimarrone PUD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance which as currently constituted, contemplates the inclusion of 593 Residential Units within the Property and Additional Lands.

1.6 "Club" means the Cimarrone Golf & Country Club, a country club with golf course, cart paths, club facilities with snack bar and lounge, golf pro shop, and all other personal property, equipment, improvements and related recreational facilities which may be constructed on the property from time to time designated by the Developer to be a portion of the Club (collectively the "Club Property").

1.7 "Club Charges" means all dues, fees, rentals, food and beverage costs and other items charged to a Member by the Club for the operation and maintenance of the Club Property and the use of the Club Property by the Owner, his family, tenants or guests, or for the purchase of services or goods provided or sold in connection with the use of the Club Property.

1.8 "Club Documents" means the Articles of Incorporation and Bylaws of the Association and any applicable rules and regulations, as amended from time to time.

1.9 "Club Dues" means the periodic dues charged to Club Members for the operation and maintenance of the Club Property and is included in the definition of Club Charges.

1.10 "Club Members" means the Persons entitled to membership in the Club as provided in the Club Documents.

1.11 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall not include any Lot or any part of the Club or the Club Property.

1.12 "Common Roads" means the roads located within the Common Areas.

1.13 "Declaration" means this Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club applicable to the Property, and any amendments or Supplemental Declarations filed as provided herein.

1.14 "Developer" means Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259, its successors and assigns of the rights and obligations of the developer under the PUD Ordinance with respect to the entire Cimarrone PUD, and all other Persons who acquire all or substantially all the undeveloped lands within the Cimarrone PUD for the purpose of development of the Cimarrone PUD or completion of the Work.

1.15 "Lakefront Lots" means all Lots adjacent to, having common boundaries with or containing within the Lot lines, a portion of a lake within the Property.

Subdivision Developer and less the number of Lots Developer has conveyed to Owners other than Subdivision Developers.

1.34 "Utility System" means the pipes, sewer mains, collectors, conduits, lines, lift station, pumping station, and facilities used in connection with the water supply and sewage disposal services for the Property.

1.35 Interpretation. Unless the context expressly requires otherwise: the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation. Wherever any time period is measured in days, if the time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot", "Property" and "Cimarrone PUD" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

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ARTICLE II
PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas and the facilities located thereon, at such time as the construction of such common areas and facilities is complete. The initial Common Areas and facilities to be owned by the Association shall include the Common Roads, and the entrance landscaping, signage and fencing.

The Developer, or its successors or assigns, shall convey or cause to be conveyed to the Association or a public utility, title to the Utility System, not later than the first of the following events to occur: (a) the sale and conveyance of seventy five percent (75%) of the total number of Lots within the Cimarrone PUD to Owners other than Developer or Subdivision Developers; or (b) seven (7) years after the original recording of the Declaration by Developer (i.e. the original recording date was February 9, 1989), if within such seven (7) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (c) February 9, 2005.

The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, easements and limitations of record, and easements for drainage and public utilities. Every owner's obligation to pay Association Assessments shall commence upon the closing of the purchase of a Lot. Every Owner and the lawful occupant of any Residential Unit within the Property shall have a nonexclusive right and easement of enjoyment in and to the Common Areas

that are appurtenant to, and passes with, the title to every Lot and Residential Unit, subject to the easements and other property rights granted or reserved herein, to the provisions of the Legal Documents and to the following:

(a) Assessments. The right of the Association to charge assessments and other fees for the operation of the Association, maintenance of the Common Areas and other purposes set forth herein.

(b) Suspension. The right of the Association: (i) to assess fines and to suspend any Owner's and his lessee's right to vote or use any Common Area, recreational facility, or property owned or controlled by the Association for any period during which any assessment against such Owner's Lot or Residential Unit remains unpaid without waiver or discharge of the Owner's obligation to pay the amount due; and (ii) to suspend any Owner's and his lessee's right to the use of any such Common Area or recreational facility for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's Bylaws or Rules and Regulations; provided however, that the Association may not deny an Owner's right of ingress and egress to and from his Lot.

(c) Dedication-Mortgage. The right of the Association to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed by the Members of the Association. The dedication, transfer or mortgage of Association's Common Areas must be approved by at least two-thirds (2/3rds) of each class of those Members present in person or by proxy and voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association. Provided, however, the Utility System and lands upon which are located lift stations, pumping stations and similar facilities, may be conveyed to a public utility by the Board of Directors, without the approval of the Owners. Further, any dedication, transfer or mortgage of any Common Areas shall be subject to easements for ingress or egress previously granted to an Owner or required by an Owner for access to a Residential Unit.

(d) Rules and Regulations. The right of the Association to adopt, amend, rescind, and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Areas, and the personal conduct of the Members and their quests thereon, as provided herein.

(e) Plat. All matters shown on any plat of all or part of the Property or the Cimarrone PUD.

(f) Easements. The right of the Developer and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including drainage and utility easements, the right of the Developer or the Club to grant and reserve easements and rights-of-way through, over, under and across the Club Property, including drainage and utility easements, and the right of the Developer, the Association or the Club to acquire, extend, terminate or abandon easements.

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(g) Requirements of Law. The provisions of applicable Laws, governmental rules and regulations, and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Cimarrone PUD.

The Owners' rights and easements are limited to using the Common Areas and Common Roads for their intended purposes in a reasonable manner, and with respect to any particular use or activity, are limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.2 Roadway and Traffic Easements and Regulations. Developer hereby grants to the Owners, the lawful occupants of any Residential Unit, the Club Members, the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pickup personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, holders of mortgage loans on the Property or any part thereof, and such other persons as Developer may from time to time designate, the non-exclusive, perpetual right of ingress and egress to, from, in, and across all roadways shown on the Plat, subject to the right of the Developer, its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer and other utility and drainage lines and facilities in such roadways. Developer reserves to itself and the Association the absolute and unrestricted right to limit, restrict or deny the ingress of any party who, in its sole discretion, does not belong or have business on the Property or who may create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, through use of a controlled or guarded entranceway or through such other means and upon such terms and conditions as Developer or the Association may reasonably determine. Developer further reserves to itself and the Association the right, but not the obligation, to control and regulate all types of vehicular traffic and parking on all or any part of the Common Roads or Areas, and to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which might, in the Developer's or the Association's sole discretion, impair or obstruct a motorist's vision on any of the Common Roads. Developer or the Association shall have the right to enforce claims for damage against any Owner responsible for damages to any Common Roads or Areas.

2.3 General Easements. All Lots are subject to perpetual easements for the drainage of ground and surface waters in the manner established by Developer or a Subdivision Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements three (3) feet wide along each side and rear Lot line for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities, except any Lots on which there is constructed, or intended to be constructed, a Residential Unit without side or rear lot set-back lines. Drainage flows shall not be altered, diverted or obstructed in any way without the prior written consent of the Developer.

2.4 Lake Related Easements. The Developer, the Association, and their authorized agents and assigns, are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property or Club Property that are a part of the master drainage plan for the Cimarrone PUD for use and maintenance as an outfall for storm drainage waters. Each

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Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this article are amplified by the Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Developer or the Owners set forth in this Section. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. However, if any such conflict necessarily results, Developer intends that the provisions of this Declaration shall control.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

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(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures furnishings, equipment, and other related personal property located thereon. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of unintentional acts or omissions.

5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot or Residential Unit, including the landscaping and any portion of the Subdivision Boundary Fence located thereon, and the shoreline of the lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents

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within thirty (30) days following notice by the Association hereunder specifying the maintenance or repair item, then the Association shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be specifically assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest, fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot or Residential Unit, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the Developer, St. Johns County, and other governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, fish, reptiles, waterfowl and animals within the lakes. The provisions of this subparagraph do not supersede the provisions of Article VII hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Surfacewater Maintenance. The Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to any applicable permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Corps of Army Engineers including all lakes, littoral areas, retention areas, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surfacewater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surfacewater management system shall be subject to easements to such agency of local government to operate and maintain the surfacewater management system. If the conveyance is not accepted by the local government agency, then the surfacewater management system must be conveyed to a non-profit corporation similar to the Association. Any modification of the Common Areas that would adversely affect the surfacewater management system must have the prior approval of the St. Johns River Water Management District.

(d) Liability. Neither the Developer nor the Association shall be liable to any Owner, guest or occupant in connection with damages, costs or causes of action relating to any Lake or the stormwater management system, and each owner hereby releases the Developer and the Association from any such liability.

(e) Landscaping and Signage. The Association shall maintain all landscaping, signage and grassed areas located in public rights-of-way or at

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manner upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner arbitrarily shall withhold consent to entry by the Association for the purposes herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed as part of the Work, and except for personal property related to the Common Areas, must be approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association.

5.8 Reserves. The Association shall establish and maintain an adequate reserve fund for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Legal Documents. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

ARTICLE VI
COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot, and to the extent a portion of the Property has not been platted, for each Permissible Residential Unit within the Property, Developer covenants, and each Subdivision Developer and Owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) An annual maintenance assessment, as defined in paragraph 6.2 and
- (b) Special assessments, as defined in paragraph 6.3; and
- (c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and
- (d) Specific assessments against a particular Lot or Residential Unit that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and
- (e) All excise, sales, or use taxes, if any, that from time to time may be unposed upon all or any portion of the assessments established by this Article.

6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the

whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, Subdivision Developer, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before ten (10) years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

10.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the Laws of the State of Florida.

10.3 Allocation of Permissible Residential Units. Any amendment of this Declaration extending the provisions of this Declaration to all or part of the Additional Lands may also designate the maximum number of Permissible Residential Units allocated to those lands by the Developer.

ARTICLE XI GENERAL PROVISIONS

11.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the Owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions and correct and abate the violation. The owner of such property shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. Developer or the Association may, at its option, bring an action at law against such owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. Any entry, correction, abatement or other action undertaken by the Developer or the Association pursuant hereto shall not be deemed a trespass and shall not make the

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Association responsible or liable in any way for damages relating thereto or on account thereof.

(b) Legal Proceedings. The Developer, Subdivision Developers, the Association, or any owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including without limitations, proceedings for injunctive relief. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than Developer, Subdivision Developer, or the Association or if the Association, a Subdivision Developer, or the Developer is the Prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such prevailing party may recover all costs and expenses, including reasonable attorneys' fees incurred at trial and in appellate proceedings from the non-prevailing party. In no event may such costs and expenses be recovered against the Association unless otherwise provided by Law. If the Association is the prevailing party against any Owner or Subdivision Developer, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Lot or other property owned within the Property, as provided in Article VI. If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

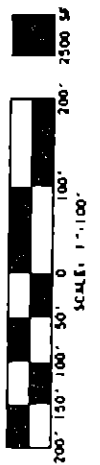
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(c) No Waiver. Failure by the Developer, Subdivision Developer, the Association or by any Owner to enforce any covenant, restriction, Rule or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer, Subdivision Developer or the Association to any Owner or any other Person.

11.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, representatives, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Developers, the Association or any Owner, their respective heirs, successors, representatives, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

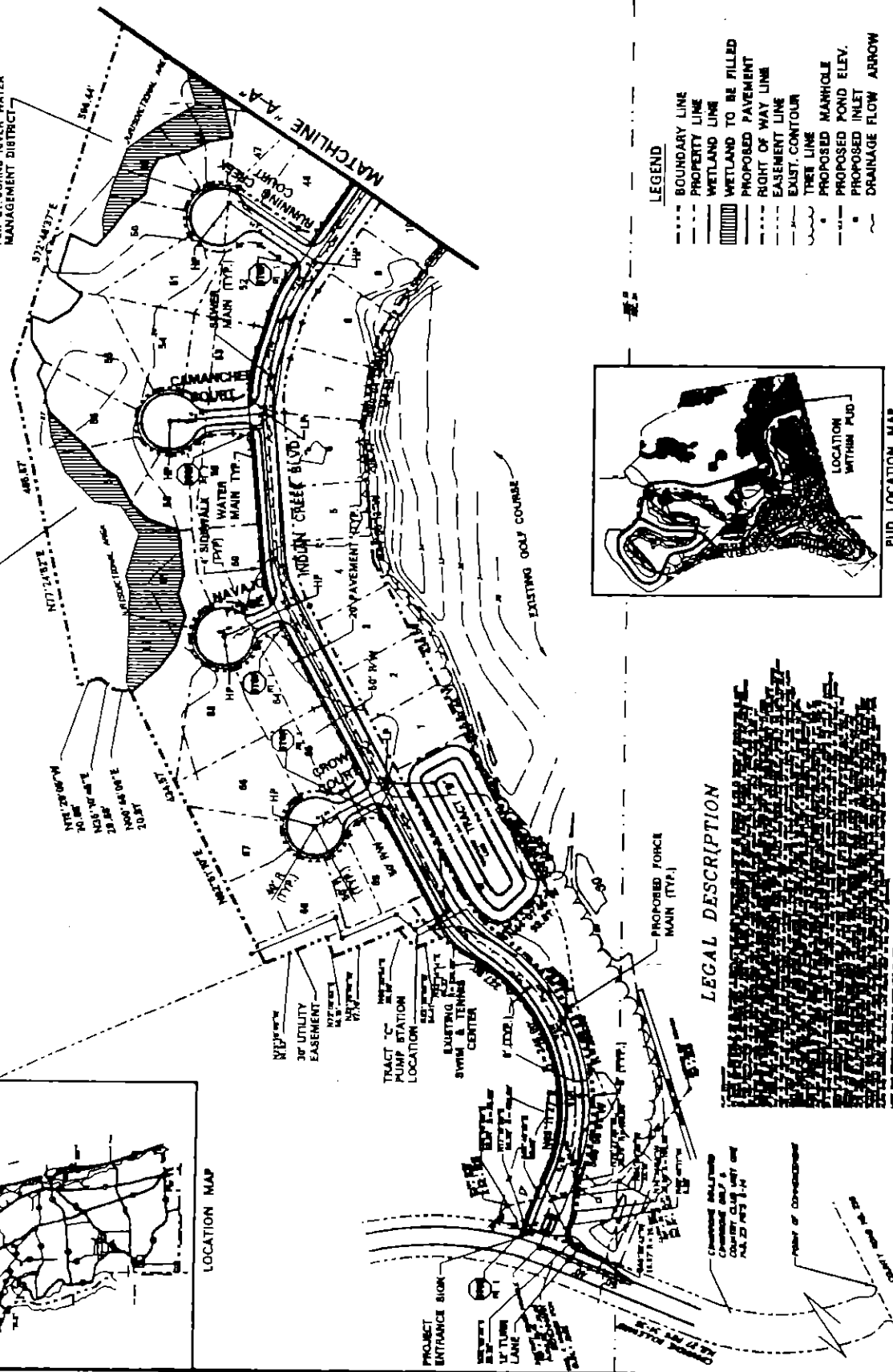
11.3 Amendment.

(a) Developer. The Developer may amend this Declaration for any reason on its own motion from the date of original adoption until termination of Class B Membership. Additionally, for so long as Developer is a member of the Association, all amendments must be approved by Developer in writing. Notwithstanding the foregoing, the Developer reserves and shall at all times have the sole right without the joinder or consent of any Subdivision Developer,

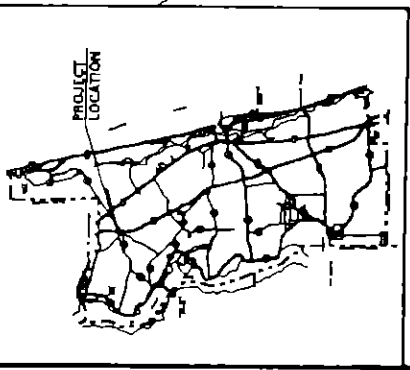
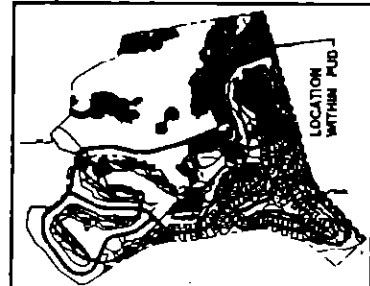


TRACT 'E'
CONSERVATION EASEMENT
PER ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

TRACT 'E'
CONSERVATION EASEMENT
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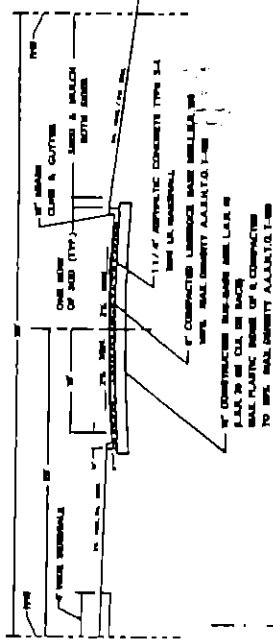
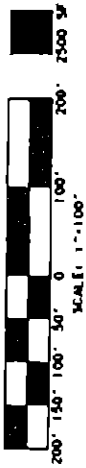
- LEGEND**
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 - PROPERTY LINE
 - WETLAND LINE
 - ▨ WETLAND TO BE FILLED
 - PROPOSED PAVEMENT
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - EXIST. CONTOUR
 - TREE LINE
 - PROPOSED MANHOLE
 - PROPOSED POND ELEV.
 - PROPOSED INLET
 - DRAINAGE FLOW ARROW



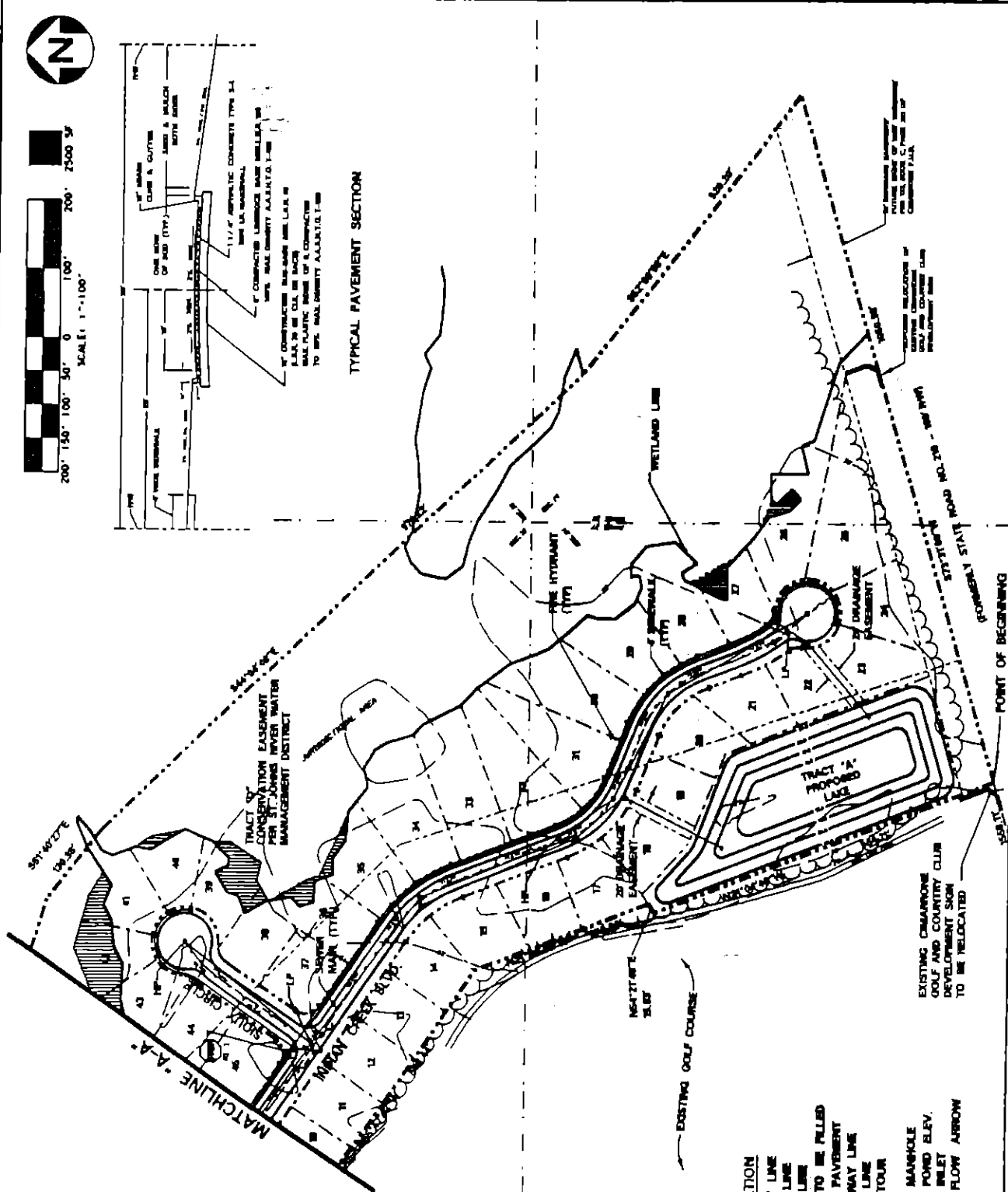
LEGAL DESCRIPTION

DO NOT SCALE THIS DRAWING. DIMENSIONS AND NOTES TAKE PRECEDENCE.

<p>TRACT 'E' CONSERVATION EASEMENT PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</p>		<p>TRACT 'E' CONSERVATION EASEMENT PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</p>									
<p>INDIAN CREEK AT CIMARRONE FOR CONDORLE PROPERTIES, INC.</p>		<p>FINAL DEVELOPMENT PLAN EXHIBIT A TO THE RESOLUTION</p>									
<p>Taylor & White, Inc. CONSULTING AND DESIGN ENGINEERS 1111 BRIDGE BLVD., SUITE 100 ARLINGTON, TEXAS 76010 (817) 261-1001</p>		<p>SCALE: 1" = 100'</p> <p>DESIGNED BY: R. WHITE</p> <p>DRAWN BY: C. JOHNSON</p> <p>CHECKED BY:</p>									
<p>DATE: FEBRUARY, 1988</p> <p>PROJECT NO.: 85014</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY				
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TYPICAL PAVEMENT SECTION



- PROJECT LOCATION**
- BOUNDARY LINE
 - PROPERTY LINE
 - WETLAND LINE
 - ▨ WETLAND TO BE FILLED
 - PROPOSED PAVEMENT
 - RIGHT OF WAY LINE
 - BASEMENT LINE
 - EXIST. CONTOUR
 - TREE LINE
 - PROPOSED MANHOLE
 - PROPOSED POND SLFV.
 - PROPOSED INLET
 - DRAINAGE FLOW ARROW

INDIAN CREEK AT CIMARRONE		FINAL DEVELOPMENT PLAN	
FOR CORDSILE PROPERTIES, INC.		SCALE: 1" = 100'	DRAWN BY: C. JOHNSON
EXHIBIT A TO THE RESOLUTION		DESIGNED BY: R. WHITE	CHECKED BY:
POINT OF BEGINNING		DATE:	DESCRIPTION:
BY:		NO.:	BY:
TAYLOR & WHITE, INC. CONSULTING AND DESIGN ENGINEERS 1115 WEST 42ND STREET, SUITE 100 DENVER, COLORADO 80214 (303) 752-2821		REV. NO. DATE DESCRIPTION BY	
DRAWING FDP-2		DATE: FEBRUARY, 1998	
PROJECT NO.: 85014			

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

RESOLUTION NO. 96-146

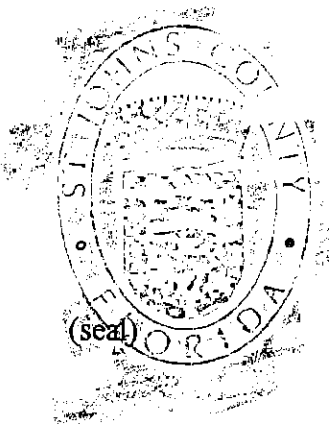
Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on August 27, 1996.

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 30 day of August, 1996.

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

By: Lenora Jo Newsome
Lenora Jo Newsome, Deputy Clerk



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
96 SEP -4 PM 12:12
Bud Markel
CLERK OF CIRCUIT COURT