

RESOLUTION NUMBER 96- 156

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR SAWMILL LAKES UNIT ONE RECREATION CENTER
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 96-7

WHEREAS, the Final Development Plan for Sawmill Lakes Unit One has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Ordinance, and;

WHEREAS, it is found that:

- a.) The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 9-5-96; and
- b.) The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- c.) The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 96-7; and

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

SECTION 1. Pursuant to the request for approval of Sawmill Lakes Unit One Recreation Center made by Arvida/JMB Acquisitions, L.P., in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit "A" relating to that portion of the PUD, the legal description of which is set forth on Exhibit "A-1" attached hereto, and which is known as Sawmill Lakes Unit One Recreation Center and including Exhibit "C" and Exhibit "D", are hereby approved in reliance upon and in accordance with the representations and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit "B", all of which, except for Exhibit "C", are incorporated into and made a part of this Final Development Plan, and which shall be complied with and based on the above referenced findings of fact which are also hereby incorporated by reference.

SECTION 2. a.) Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance 96-7, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, 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. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

SECTION 3.

- The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit "A" until:
- a.) Submission to the Engineering Department of satisfactory evidence that all state and federal permits for the stage of development being commenced will be obtained, including, but not limited to United States Army Corps of Engineers Dredge/Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management Storage of Surface Waters Permit;
 - b.) Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
 - c.) Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 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 Public Records of St. Johns County, and the Declaration of Covenants and Restrictions of Sawmill Lakes Unit One Recreation Center is recorded in the Public Records of St. Johns County, Florida.

SECTION 5.

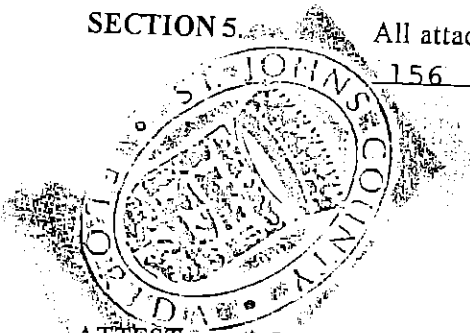
All attachments included herein are incorporated and made a part of Resolution 96-156.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Ronald Jordan*
Donald Jordan Its Chair

ATTEST: Carl "Bud" Markel, CLERK

By: *Jennifer J. Newsome*
Deputy Clerk



P.U.D. OFF. REC.
BOOK J PAGE 458

EXHIBIT "A-1"
LEGAL DESCRIPTION OF
SAWMILL LAKES UNIT ONE RECREATION CENTER
WITHIN THAT PORTION OF THE PUD 96-7
NAMED SAWMILL LAKES PUD

ARVIDA/JMB Acquisitions, L.P.

May 1996

TRACT "H" SAWMILL LAKES UNIT ONE

A PART OF GOVERNMENT LOTS 2 AND 3, SECTION 22; TOGETHER WITH A PART OF THE FRANCIS X. SANCHEZ GRANT, SECTION 41, ALL IN TOWNSHIP 4 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CORNER COMMON TO SECTIONS 15, 22, AND 41, THE FRANCIS X. SANCHEZ GRANT; THENCE S14°33'14"E, ALONG THE LINE DIVIDING SAID SECTION 22 FROM SECTION 41, A DISTANCE OF 200.00 FEET; THENCE S37°10'52"W, A DISTANCE OF 944.49 FEET TO THE POINT OF BEGINNING; THENCE N72°39'31"E, A DISTANCE OF 65.97 FEET; THENCE N50°22'42"E, A DISTANCE OF 65.02 FEET; THENCE S87°30'50"E, A DISTANCE OF 53.30 FEET; THENCE S61°10'16"E, A DISTANCE OF 73.37 FEET; THENCE °37'20"E, A DISTANCE OF 73.37 FEET; THENCE S89°37'20"E, A DISTANCE OF 112.65 FEET; THENCE N64°27'00"E, A DISTANCE OF 96.31 FEET; THENCE N08°22'53"E, A DISTANCE OF 111.03 FEET; THENCE N47°28'11"E, A DISTANCE OF 42.93 FEET; THENCE N77°41'28"E, A DISTANCE OF 25.63 FEET; THENCE S17°38'49"E, A DISTANCE OF 82.02 FEET; THENCE S50°51'32"E, A DISTANCE OF 144.31 FEET; TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 335 FEET; THENCE SOUTHWESTERLY 245.10 FEET ALONG THE ARC OF SAID CURVE; A CHORD BEARING S18°10'53"W AND A CHORD DISTANCE OF 239.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S02°46'41"E, A DISTANCE OF 354.73 FEET; THENCE S86°15'02"W, A DISTANCE OF 217.26 FEET; THENCE N02°22'50"E, A DISTANCE OF 22.04 FEET; THENCE N76°16'56"W, A DISTANCE OF 32.85 FEET; THENCE N08°46'28"W, A DISTANCE OF 50.10 FEET; THENCE N01°31'57"E, A DISTANCE OF 55.46 FEET; THENCE N67°28'34"W, A DISTANCE OF 45.08 FEET; THENCE N82°26'57"W, A DISTANCE OF 49.93 FEET; THENCE S63°01'02"W, A DISTANCE OF 31.67 FEET; THENCE N67°40'48"W, A DISTANCE OF 21.96 FEET; THENCE N00°44'29"W, A DISTANCE OF 18.40 FEET; THENCE N31°51'04"E, A DISTANCE OF 57.94 FEET; THENCE N16°57'31"W, A DISTANCE OF 63.75 FEET; THENCE N48°35'10"W, A DISTANCE OF 45.60 FEET; THENCE S89°55'50"W, A DISTANCE OF 68.22 FEET; THENCE S47°33'05"W, A DISTANCE OF 51.72 FEET; THENCE S74°33'22"W, A DISTANCE OF 70.94 FEET; THENCE S59°56'17"W, A DISTANCE OF 33.50 FEET; THENCE N44°45'20"W, A DISTANCE OF 73.99 FEET; THENCE N10°30'44"W, A DISTANCE OF 77.30 FEET; THENCE N37°10'52"E, A DISTANCE OF 172.70 FEET; TO THE POINT OF BEGINNING; CONTAINING 6.43 ACRES.

BOOK **J. U. D.** OFF. REC.
PAGE **459**

EXHIBIT "B"
FINAL DEVELOPMENT PLAN FOR
SAWMILL LAKES UNIT ONE RECREATION CENTER
WITHIN THAT PORTION OF THE PUD 96-7
NAMED SAWMILL LAKES PUD

P. U. D. OFF. REC.
BOOK J PAGE 460

ARVIDA/JMB Acquisitions, L.P.

May 1996

ARVIDA/JMB ACQUISITIONS, L.P. hereby submits for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the "Final Development Plan" for a recreation center to be known as Sawmill Lakes Unit One Recreation Center. The Final Development Plan consists of a 1-page map identified as Exhibit "A" to the Resolution (the "Map"), which includes a legal description of the site and this text identified as Exhibit "B" to the Resolution (the "Text"), copies of the applicable sections of the Covenants and Restrictions identified as Exhibit "C", and a list of those sections of the Covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit "D" to the Resolution.

The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 96-7 and known as the Sawmill Lakes PUD. The area encompassed by this Final Development Plan is located adjacent to the Unit One area along North Mill View Way. Sawmill Lakes Unit One Recreation Center will consist of 6.43 acres. The buildings and structures within this area will consist of, but are not limited to, a recreation building, pool, tot-lot, baseball field with dugouts, basketball court, football field, soccer field, roller hockey court, parking facilities and garden areas. Footprints of buildings and structures shown on Exhibit "A" are subject to change in order to enhance or protect natural landscape. No structure shall be constructed within 20 feet of property line.

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 state, local, and federal permits required for the stage of development have been obtained including, but not limited to: a) United States Army Corps of Engineers Dredge and Fill Permit and St. Johns River Water Management District Management and Storage of Surface Water Permit; (b) Land clearing permit pursuant to St. Johns County Ordinance No. 90-11; (c) Signed and sealed construction plans approved 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. 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. 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).

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

8-4-1 Density of Development

Sawmill Lakes Unit One Recreation Center will consist of 6.43 acres. This is consistent with the PUD ordinance.

8-4-2 Open Space

Areas of open space are designated on the Map within Tract H. Tract H will be designated as: recreational area, signage, landscaping, mounding, drainage and utilities. This tract will be maintained by the Homeowners Association.

8-4-4 Project Size

All phases of The Sawmill Lakes PUD will comprise approximately 484 acres. The Sawmill Lakes Unit One Recreation Center area shown on this Final Development Plan comprises approximately 6.43 acres.

8-4-5 Support Legal Documents for Open Space

Legal documents which assure adequate management and maintenance of the open space areas will be recorded by the Developer. The covenants shall include provisions which:

- a.) As stated in the Covenants, ARTICLE IV, Section 6, Ownership, the Covenants will provide for conveyance of title to the Common Property to, for ownership by, the appropriate Homeowners' Association, which shall be a duly constituted and legally responsible community association.
- b.) The Covenants shall appropriately limit use of the Common Property by inclusion of a provision in ARTICLE IV, Section 1, Member's Easements.
- c.) As stated in the Covenants, ARTICLE IV, Section 3, Maintenance, the Covenants shall assign responsibility for the maintenance of the Common Property to the appropriate Homeowners' Association.
- d.) The Covenants place responsibility for enforcement of the Covenants contained therein upon the appropriate Homeowners' Association and its board of directors. References to enforcement are found in the Covenants, ARTICLE IX, Section 2, Enforcement and Exhibit "B", Bylaws, of the Covenants and Restrictions, Section 5, Subsection (L) and (M).
- e.) The Covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision in the Covenants, ARTICLE V, Section 1, Creation of the lien and Personal Obligation for Assessments.

8-4-6 Access

As graphically depicted on the Final Development Plan, vehicular access is provided within the Property via North Mill View Way which will be privately owned and maintained. There will be 29 parking spaces provided.

8-4-7 Privacy

Landscaping, both planted and retained native vegetation, shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectionable views and reduce noise.

8-4-8 Community Facilities

- a.) None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraph "a" are inapplicable.
- b.) All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Section 9-1-5 below.
- c.) The Final Development Plan 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. 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 with such fire hydrants. The fire hydrants and water distribution system shall be owned and maintained by the Utility Company serving the site both initially and long term.

- d.) All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines, will be installed underground. The signed and sealed construction plans shall show the locations 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 No. 86-4 and shall facilitate proper drainage of storm waters and prevent erosion and the formation of dust.
- e.) Specifications for access road and parking lot depicted on the Final Development Plan and which shall be privately owned and maintained, shall conform to the rules, and regulations adopted by St. Johns County Board of County Commissioners.
- f.) Signs - Entry signs will be installed as a part of Sawmill Lakes Unit One Recreation Center at the entrance of the recreation area. The maximum height is 8 feet and square footage is 32 square feet for each sign.
- g.) Maximum Height - No building or unit in the subdivision shall be taller than the maximum height allowed in the Zoning Ordinance (for detached single-family homes) or thirty five (35') feet.
- h.) Sidewalks - Sidewalks will be constructed by the Owner and will be turned over to and maintained by the Homeowners Association.

9-1-1 Drainage

The drainage system for the Property recreation center prevent damage to abutting parcels and streets and is graphically depicted on the Final Development Plan. All necessary easements for the drainage shall comply with the requirements of 86-4 and shall be depicted on the Final Plat. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction.

9-1-2 Separation of Walkway and Street

No combined off-street parking lot to loading facilities will be constructed on the recreation center property.

9-1-3 Entrances and Exits

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

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, the only off-street parking will be in the recreation area parking lot. This parking area will accommodate passenger vehicles and will include a minimum 2" caliper tree or native tree to remain in the landscape islands.

9-1-6 Lighting

Lighting within the Property will meet or exceed the minimum requirements of St. Johns County. The lighting shall be designed and installed to minimize glare on adjacent property. Lighting will be provided for basketball courts located within Tract "H". This lighting will be placed on a timer that will not operate after 10 p.m.

9-1-7 Screening

The screening of the parking area will be done by natural vegetated buffers. The area between the recreation center, pool and lots 80-82 will also be screened by natural vegetated buffer. This buffer will be done prior to sale of lots. A minimum 24" tall shrub line will be included between the vehicle use area and N. Mill View Way.


9-2 Location

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

P. U. D. OFF. REC.
BOOK J PAGE 464

DEVELOPER: ARVIDA/JMB Acquisitions, L.P.

AGENT:


Amy Miller

P. U. D. OFF. REC.
BOOK J PAGE 465

EXHIBIT "C"

DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR

SAWMILL LAKES UNIT ONE RECREATION CENTER

WITHIN THAT PORTION OF
THE PUD 96-7 NAMED
SAWMILL LAKES PUD

ARTICLE IV

Section 6. Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and all Member's Permittees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association. The Common Areas (or appropriate portions thereof) shall, upon the date when the last Lot within The Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of St. Johns County.

Without limiting the generality of the definition of Common Areas herein, in the event that a Common Area is not owned or to be owned by the Association but, rather, constitutes an easement in favor of the Association, then the foregoing shall apply only to the extent necessary to permit and require the Association to maintain the area within such easement or to perform such other functions as the easement may require or permit. By way of example, in the event that the Association has an easement, or is required by applicable plat or governmental requirement or regulation, to provide weed or water quality control within a water body, then the area to be so maintained shall be deemed a Common Area of the Association but only for the purpose of complying with such requirement.

It is intended that any and all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be (or have been, because the purchase prices of the Lots and Homes have already taken into account their proportionate shares of the values of the Common Area), proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvement and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots and Homes) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, the Developer and its affiliates and Builders shall have the specific right to maintain upon any portion of the Properties owned thereby sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

ARTICLE IV (Continued)

P. U. D. OFF. REC.
BOOK J PAGE 467

Section 1. Members Easements. Except for Limited Common Areas as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.
- (b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of The Properties, including the right to fine Members as hereinafter provided and the right to regulate access over Common Area roadways. Any rule and/or regulation s adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (c) The right to the use and enjoyment of the Common Areas thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.
- (d) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas.
- (e) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.
- (f) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any other association having similar functions, or any local government or public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create or contract with the other association, government, community development and special taxing districts for lighting, roads, recreational or other services, patrol, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary). Notwithstanding the foregoing, the Board of Directors may, acting alone, prove and effectuate a conveyance of any portion of the Common Areas to the Developer if necessary to effectuate plans for the development of The Properties or changes therein.

ARTICLE IV (Continued)

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to St. Johns County and its governmental and quasi-governmental subdivisions, the St. Johns River Water Management District and similar entities of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

Without limiting the generality of the foregoing, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved, by the St. Johns River Water Management District. Accordingly, the Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit requirements applicable to The Properties and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein. The aforesaid maintenance, operation and repair duties of the Association may be performed by way of the Association contracting for the performance thereof, provided that the Association shall remain ultimately responsible for same.

All work pursuant to this Section and all expenses incurred by the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

ARTICLE V

P. U. D. OFF. REC.
BOOK J PAGE 469

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through, the Association, the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 4 hereof, special assessments as provided in Section 3 hereof, payments under "bulk" contracts for cable television, monitoring systems and the like and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 8 of this Article.

Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of the charges described in this Article whether or not specifically mentioned.

ARTICLE IX

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

P. U. D. OFF. REC.
BOOK J PAGE 470

EXHIBIT "B", Section 5

- (l) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of The Properties and the Association.
- (m) Levying fines against appropriate Owners for violations of the Declaration or of the rules and regulations established by the Association to govern the conduct of such Owners and others.

P. U. D. OFF. REC.
BOOK J PAGE 471

P. U. D. OFF. REC.
BOOK 5 PAGE 472

EXHIBIT "D"

**LIST OF SECTIONS OF DECLARATION
AND RESTRICTIONS FOR
SAWMILL LAKES UNIT ONE RECREATION CENTER**

WITHIN THAT PORTION OF
THE PUD 96-7 NAMED
SAWMILL LAKES PUD

<u>SECTION</u>	<u>TITLE</u>
1. ARTICLE IV, SECTION 1	MEMBERS EASEMENTS
2. ARTICLE IV, SECTION 3	MAINTENANCE
3. ARTICLE IV, SECTION 6	OWNERSHIP
4. ARTICLE V, SECTION 1	CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS
5. ARTICLE IX, SECTION 3	ENFORCEMENT
6. EXHIBIT "B" SECTION 5 (L) & (M)	BYLAWS

STATE OF FLORIDA

COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK J PAGE 474

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. 96-156

Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on September 24, 1996.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
96 SEP 30 AM 11:53
"Bud" Markel
CLERK OF CIRCUIT COURT

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 27th day of September, 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

