

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR SOUTHERN GROVE PHASE II LOCATED  
WITHIN THE PARCEL OF LAND ZONED  
PUD PURSUANT TO ORDINANCE 93-019**

**WHEREAS**, the Final Development Plan for **Southern Grove Phase II**, consisting of a two-page Map identified as Exhibit "A" to the Resolution, the Text identified as Exhibit "B" to the Resolution, the applicable sections of the Covenants and Restrictions identified as Exhibit "C" to the Resolution, and a list of those sections of the Covenants specifically incorporated into the Final Development Plan identified as Exhibit "D" to the Resolution, 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 is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 82-14; and
- B. The request receiving favorable review with the recommendation by the Planning and Zoning Agency at its meeting on September 19, 1996; and
- C. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

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

**Section 1.** Pursuant to a request for approval of **Southern Grove Phase II** made by **Southern Grove II, LTD.**, in accordance with Section 8-3 of the St. Johns County Ordinance and PUD Ordinance 82-14, 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 the portion of the P.U.D., the legal description of which is set forth in Exhibit "A" attached hereto, and which is shown as **Southern Grove Phase II** is hereby approved in reliance therein and on the findings of facts above which are incorporated herein by reference, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit "B", the applicable sections of the Covenants and Restrictions identified s Exhibit "C", and a list of those sections of the Covenants specifically incorporated into the Final Development Plan identified as Exhibit "D" and is consistent with the Comprehensive Plan and compatible with development patterns in the surrounding

area.

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

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

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

**Section 4.** No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit "A" until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and Declaration of Covenants and Restrictions of **Southern Grove P.U.D.** 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-  
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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Donald Jordan*  
Chairman Donald Jordan

ATTEST: Carl "Bud" Markel, Clerk

By: *Genora J. Newcome*  
Deputy Clerk

**P. U. D.** OFF. REC.  
BOOK J PAGE 543

**EXHIBIT "B"**

FINAL DEVELOPMENT PLAN FOR **P.U.D.** OFF. REC.  
BOOK 5 PAGE 544  
**SOUTHERN GROVE PHASE II**

WITHIN THAT PORTION OF  
THE PUD 93-019 NAMED  
SOUTHERN GROVE

BY: SOUTHERN GROVE II, LTD.  
April 10, 1996

resubmitted May 24, 1996  
resubmitted July 24, 1996

Mr. Charles Atkerson hereby submits, for approval by the St. Johns County Planning and Zoning Agency and The St. Johns County Board of County Commissioners, the "Final Development Plan" for a single-family subdivision to be known as "Southern Grove Phase II". The Final Development Plan consists of a two-page map identified as Exhibit "A" to the Resolution (the "Map"), which includes a legal description of the site, and this text identified as Exhibit "B" to the Resolution (the "Text"), copies of the applicable sections of the Covenants and Restrictions 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 93-019 and known as Southern Grove. The area encompassed by this Final Development Plan is located along the north side of County Road 210. Southern Grove Phase II will contain 38 single-family lots.

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

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

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

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

**P.U.D. OFF. REC.**  
BOOK J PAGE 546

**8-4-1 DENSITY OF DEVELOPMENT**

The density of development in Southern Grove Phase II will be .74 units per acre. The total ground area occupied by the residential buildings and structures in the subdivision shall not exceed 30% of the total ground area committed to residential use.

**8-4-2 OPEN SPACE**

A total of 21.4 acres of open space, including stormwater, lakes and jurisdictional wetlands, are shown on the Map (Exhibit "A"). Also, the lakes and other open space, existing and planned for the P.U.D. as a whole, will provide ample open space both within and outside the boundaries of Phase II. The entry sign, roads, lakes in tracts and the common landscape features within Southern Grove Phase II will be owned and maintained by a Homeowners' Association, whose membership will include all lot Owners within Southern Grove P.U.D.

**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. A maximum of two temporary construction trailers may be utilized within the subdivision by the developer during the construction period only. There will be no more than 38 residences in this phase of the P.U.D. A minimum 20 foot front setback line and a minimum 5 foot side setback line for each building parcel will obtain, except that no two dwellings will be closer together than 10 feet as measured between the limits of sidewalls. No roof overhang shall extend more than 18 inches beyond sidewall. Rear setback lines will be 10 feet minimum. Minimum lot sizes will be 7,500 square feet. A garage will be required for each unit. Pools, decks, fences, spas and sheds will be permitted in accordance with restrictions imposed by the Southern Grove Homeowners' Association Architectural Review Committee. All lots will be a minimum of 75 feet in width except on cul-de-sac lots which shall be 75 feet at the Building Restriction Line (front setback). Air conditioner compressors will be allowed within the side line setback.

**8-4-4 PROJECT SIZE**

The three-phase entirety of Southern Grove will comprise approximately 68.3 acres. The Phase II area shown on this Final Development Plan comprises approximately 28.01 acres and 38 lots.

**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. As stated in the Covenants, Page 7, Section 4.1 Common Property, sub-section (a) Title, the Covenants shall provide for conveyance of title to the Common Property to, and ownership by, the appropriate homeowners' association as described above, which shall be a duly constituted and legally responsible community association.
- b. The Covenants shall appropriately limit use of the Common Property by inclusion of the provisions on Page 7, in Section 4.1, Common Property, Section 4.2, Utility Easements; Section 4.3, Drainage Easements; Section 4.4 Stormwater Management System; and Section 4.5, Wetlands and Jurisdictional Land.
- c. As stated in the Covenants, Page 7, Section 4.1, Common Property, sub-section (b) Maintenance, the Covenants shall assign responsibility for the management and maintenance of the Common Property to the appropriate homeowners' association.
- d. The Covenants shall 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, Page 10, Section 4.4, Stormwater Management System, sub-section (f) Enforcement and Liability; Page 18, Section 7.3, Procedures, sub-section (g) Enforcement; Page 27, Section 11.4, Enforcement; and Page 28, Section 11.5, Enforcement of Covenants.
- e. The Covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of the provision in the Covenants, Page 12, Section 6.1, Annual Assessments; Section 6.2, Special Assessments; Section 6.3, Emergency Assessments; Section 6.4, Lot Assessments. and Section 6.5, Commencement of Annual Assessments.

**8-4-6 ACCESS**

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the Property via the private roads to be owned by the Southern Grove 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 architectural review board. Landscaping, both planted and retained native vegetation, shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

The developer (applicant) will be responsible for constructing a fence along the existing right-of-way line of C.R. 210 prior to the completion of the horizontal project development. The fence will be erected on a three-phase basis coinciding with the development of the three-phases of the P.U.D., with the entire frontage of each phase constructed continuously. The fence plan for each phase will be interspersed with "gaps" to allow for the construction of intermittent landscaping simultaneous with the construction of the fencing intervals and not fragmented as development occurs. There is no plan for landscaping, other than grass, outside the fence.

**P. U. D. OFF. REC.**  
**BOOK J PAGE 548**

**8-4-8 COMMUNITY FACILITIES**

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Section 9-3-1 (below).
- c. The Final Development Plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Location of fire hydrants and water and sewer lines serving the Property are also depicted on the Final Development Plan. The fire hydrants to be installed pursuant to this Final Development Plan shall meet County standards and must be approved by the County Fire Coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants. The fire hydrants and water distribution system will be owned and maintained by the Utility Company serving the site, both initially and long term.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines, will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm water and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Final Development Plan shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners, with the exception that a request for variance be granted to allow for the construction of 18 inch wide "Miami"-type curb and gutter in lieu of 24 inch wide County Standard curb and gutter. Developer shall preserve a 10-foot buffer between the residential development within this P.U.D. and the J.E.A. easement, and along County Road 210 to the extent required by the terms and conditions of the P.U.D. An additional 50' of right-of-way on the north side of C.R. 210 shall be dedicated to St. Johns County for the possible future installation of pavement,



drainage and utilities. No residential driveways shall open onto County Road 210.

- f. **Signs:** An entrance sign not to exceed 30 square feet of lettering area and 6 feet in height total, which will be lighted by floodlights, will be installed within the common area adjacent to the subdivision entrance road right-of-way for project identity. The sign will not encroach upon public right-of-way. Lighting for signs will be directed away from right-of-way. No other signs will be installed other than a small sign to identify each model home, traffic signs, or street signs, as may be deemed necessary. The entry sign will be maintained by the Homeowners' Association.
- g. **Temporary Uses:** It is expected that model home buildings will be constructed. A maximum of two temporary construction trailers will be utilized on the site only during "horizontal" construction of the Phase II area of the P.U.D. Construction trailers will be removed within thirty (30) days after issuance of Certificate of Occupancy. Parking will be allowed in the model home driveways only. Sales offices will exist in the proposed model homes.
- h. **Maximum Height:** No building or unit in the subdivision shall be taller than the maximum height allowed in the Zoning Ordinance (for detached single-family homes), or thirty-five feet (35').
- i. **Sidewalks:** Sidewalks will be constructed as shown on Exhibit "A".

#### 9-1-1 DRAINAGE

The drainage system for the Property will prevent damage to abutting parcels and streets and is graphically depicted on the Final Development Plan. Specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage plan. All necessary easements for drainage shall comply with the requirements of Ordinance 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. Each proposed lake will be contained within a tract to be owned and maintained by the Homeowners' Association.

#### 9-1-2 SEPARATION FROM WALKWAY AND STREET

No combined off-street parking or loading facilities will be constructed on the Property. Sidewalks will be constructed at the time of construction of the residence as shown on Exhibit "A". Sidewalks will be constructed by the Builder of the residence and will be turned over to and maintained by the Homeowners Association.

#### 9-1-3 ENTRANCES AND EXITS

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

**9-1-4 INTERIOR DRIVES**

P. U. D. OFF. REC.  
BOOK J PAGE 550

As shown on the Final Development Plan, Exhibit "A", interior drives (roadways) will be asphalt-paved, 20 feet wide, with Miami type curb and gutter on each side of each roadway. A variance from St. Johns County Ordinance 86-4 is requested to allow the construction of 18 inch Miami type curb and gutter in lieu of 24 inch wide curb and gutter.

**9-1-5 MARKING OF PARKING SPACES**

As shown on the Final Development Plan, there will be no off-street parking spaces other than the private driveways.

**9-1-6 LIGHTING**

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

**9-1-7 SCREENING**

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. For a description of the proposed fencing for screening purposes, see Section 8-4-7 above.

**9-2 LOCATION**

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

**9-3-1 OFF-STREET PARKING; Number Required**

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

**9-4-1 OFF-SITE LOADING REQUIREMENTS**

This section does not apply to residential developments.

Submitted By:  (Agent)  
Sessell W. Boring

**EXHIBIT "D"**

**P. U. D. OFF. REC.**  
BOOK J PAGE 551

**LIST OF SECTIONS OF DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOUTHERN GROVE**

**WITHIN THAT PORTION OF THE PUD  
93-019 NAMED  
SOUTHERN GROVE**

<u>SECTION</u>	<u>TITLE</u>
1. <b>ARTICLE IV</b>	<b>COMMON PROPERTY AND EASEMENTS</b>
2. <b>ARTICLE VI</b>	<b>COVENANTS FOR MAINTENANCE ASSESSMENTS</b>
3. <b>ARTICLE VII</b>	<b>ARCHITECTURAL CONTROL</b>
4. <b>ARTICLE XI</b>	<b>GENERAL PROVISIONS</b>

## EXHIBIT "C"

### ARTICLE IV

P. U. D. OFF. REC.  
BOOK J PAGE 552

### COMMON PROPERTY AND EASEMENTS

#### Section 4.1. Common Property

(a) Title. Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Developer, upon the date of termination of Class B membership. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party other than the Association, dedicated to the public (other than roads and drainage easements as shown on the plat of the Property), mortgaged, or otherwise encumbered without the written consent or vote of seventy five percent (75%) of the Class A Members and, for so long as the Class B Membership exists, the prior written consent of the VA and FHA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

(b) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property as a clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided that neither Developer nor the Association shall be deemed to be a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of the practices which allow the System to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District ("SJRWMD"). Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

#### Section 4.2. Utility Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over through and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not

limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be vacated with respect to the portion of the Lot on which the Residence and other approved improvements are located.

(b) Lot Easements. Developer reserves for itself, its successors and assigns, a ten foot (10') nonexclusive, perpetual easement over, under and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation, water, sewer, and irrigation lines.

(c) Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

#### Section 4.3 Drainage Easements

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right on, over and across the ground within the Property, including any platted easements and any easements reserved herein or otherwise, to maintain and to correct drainage of surface water.

(b) Corrective Easement. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, construct or modify any berms placed along the rear of Lots as part of the Stormwater Management System, or to take any other similar action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

#### Section 4.4 Stormwater Management System

(a) Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System including, without limitation, retention areas,

swales, conduits and berms across the rear of certain Lots. The retention areas to be maintained by the Association are located in tracts as shown on the recorded Plat. Developer reserves for itself, its successors and assigns, and conveys to the Association and its designees, a perpetual, nonexclusive easement over the retention area (as depicted on any plat of the Property) for the location of a retention area and for the drainage of stormwater from the Property over and across the retention area tract and easements, all of which constitute part of the Stormwater Management System. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practical; provided however, that the Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping or other improvements which are removed or damaged. The Developer or Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of the Developer or the Association and shall not be construed to obligate the Developer or Association to take any affirmative action in connection therewith.

(b) Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System and over a parcel of land extending landward five feet (5') from any water's edge for the purpose of providing access to operate, maintain and repair the Stormwater Management System. By the easement, the Association shall have the right to enter upon any portion of a Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Stormwater Management System as required by SJRWMD. The Owners of Lots adjacent to the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

(c) Maintenance. Except as specifically set forth herein to the contrary, the Association is responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the St. Johns River Water Management District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Association shall maintain and control the water level and quality of the Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, right, obligation and responsibility, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any portion of the retention lakes or drainage easements. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Owners of Lots adjacent to the retention areas shall maintain all shoreline vegetation and the

grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) to keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion.

(d) Improvements. In the event that Developer, an entity designated by Developer, or the Association shall construct any bridges, docks, bulkheads or other Improvements which may extend over or onto the retention area within the Stormwater Management System or construct any similar Improvements to support or enhance the Stormwater Management System, the Association shall maintain all such Improvements in good repair and condition. No Owner, except Developer, its designee, or the Association shall be permitted to construct any Improvements, permanent or temporary, on, over or under any portion of the Stormwater Management System without the written consent of the Association and the approval of the ARB, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provision of this Declaration.

(e) Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted pursuant to the rules and regulations of Developer and the Association. The Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Developer or the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

(f) Enforcement and Liability. In addition to the provisions of Section 11.5, the St. Johns River Water Management District shall have the right to seek enforcement of any of the provisions of this Declaration relating to the Stormwater Management System. Neither Developer nor the Association shall have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the Lakes and each other, for itself and its guests, tenants or invitees, hereby releases Developer and the Association from any liability in connection therewith.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA,

CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILD LIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS, AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER TO DUTY TO PROTECT AGAINST AND DO NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT THE DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS.

Section 4.5 Wetlands and Jurisdictional Land This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, or sovereignty lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life existing on his Lot. Further, in the event berms are constructed within Lots which are contiguous to the Jurisdictional Lands, the Owners thereof shall not remove or modify the berms without the consent of the applicable governmental entities.

Section 4.6 Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity, (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way provided that Developer owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement areas. The Owners of Lots subject to any easements shall not construct any improvements on the easement area, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.



Section 4.7 Indemnity. The Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits or certain agreements with governmental agencies. Upon completion of construction of the Stormwater Management System or drainage system the Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold the Developer harmless therefrom.

ARTICLE V

UTILITIES

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Section 5.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 5.2 Sewage System. The central sewage system serving the Subdivision shall be used as the sole sewage system for each Lot. Each Owner maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance and operation of the Common Property, including, without limitation, the maintenance and operation of the Stormwater Management System, including, but not limited to work within the water retention areas, drainage structures and drainage easements, the management and administration of the Association, and the furnishing of services as set forth in this Declaration. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves. The Board of Directors shall set the date or dates such Annual Assessments shall become due any may provide for collection of Assessments to be payable annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment.

Section 6.2. Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds of the votes, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present.

Section 6.3. Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 6.4 Lot Assessments. In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; any construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

Section 6.5 Commencement of Annual Assessments.

(a) Date of Commencement. The Annual Assessment provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner who intends to dwell in the Residence, other than Developer or builder. The initial Annual Assessment on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the Annual or Special Assessment charged to each Lot prorated to the day of closing on a per diem basis.

(b) Capital Contribution. In addition, at the closing and transfer of title of each Lot to the first Owner other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall contribute working capital to the Association in the amount of Seventy-Five and No/100 Dollars (\$75.00). These contributions to the Association shall be used for the purpose of initial and non-recurring capital expenses of the Association and to provide initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

Section 6.6. Nonpayment of Assessments and Remedies

(a) Creation of Lien. All Assessments shall, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), shall be a charge and continuing lien upon each Lot subject to this Declaration. The lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

(b) Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner thereof. Each Owner of a Lot by acceptance of a deed or other transfer document therefor, whether or not is shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment established or described in this Article. Each Owner, by his acceptance of title to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enhancement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in

(e) Landscaping. A detailed landscaping plan for each Lot must be submitted to and approved by Developer at the time of Initial Improvements of a Residence on each Lot. All landscaping plans shall be submitted to Developer for approval. All plant material shall be of Florida Grade Number One or better. Sodding with St. Augustine or Bermuda grass varieties only will be required on all Lots. The front of all Lots shall be sodded to the paved roadway or water's edge where such Lot abuts a roadway or water body. All Owner Lots shall be fully sodded to the paving on the streets on each side.

Subsequent to approval by Developer of the landscaping plans submitted pursuant to hereto, the Owner shall be obligated to complete the landscaping of the Lot in accordance with such plans. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Section 3.4 of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred and twenty percent (120%) of the cost to complete the landscaping which shall be collected as provided in Section 6.4 hereof.

(f) Variance. The ARB and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms

and provisions of this Declaration for any purpose except as to the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority.

(g) Enforcement. The Board of Directors shall have the authority, responsibility and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

Section 7.4 Architectural Guidelines. The ARB or Developer, as applicable, shall consider the following provisions in connection with their review, together with any architectural guidelines issued by the ARB or Developer from time to time. Specific referenced to the ARB or Developer in these provisions shall not be construed as a limitation on the general review power of the ARB and Developer as set forth in this Article.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five feet (35') in height, and shall have a private, enclosed, garage for not less than two (2) nor more than four (4) cars. All Residences must have brick or stucco accents of the front facade and no T-111 siding shall be permitted on the front facade.

(b) Roofs. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Minimum pitch of roof will be 5:12. Roofing and shingle material shall be approved

(c) The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

Section 10.3 Owner Covenant. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien upon or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

## ARTICLE XI

### GENERAL PROVISIONS

Section 11.1 Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the

Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owner of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall record this Declaration or their notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 11.2 Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owner holding seventy five percent (75%) of the votes agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 11.3 Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

Section 11.4 Enforcement. In addition to any enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, Developer (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate same, either to restrain violation or to recover damages, and against his or its Lot to enforce any lien created by this Declaration. Failure to so enforce damages, and against his or its Lot to enforce any lien created by the Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the Stormwater Management System.

Section 11.5 Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction: or (b) to maintain a proceeding in any court or competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall notify the Owner or occupant of the infraction(s) and the date and time of the next Board of Directors' meeting.

(b) At such meeting, the Board of Directors shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reason why penalties should not be imposed. A written decision of the Board of Directors shall be provided to the Owner or occupant within twenty one (21) days after the date of the meeting.

(c) The Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident. The maximum permitted fine may be increased from time to time by the Board of Directors, as it in its discretion may deem necessary or convenient.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

(f) All monies received from fines shall be allocated as directed by the Board of Directions.

(g) The imposition of a fine shall not be an exclusively remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

Section 11.6 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms



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. 96-181**

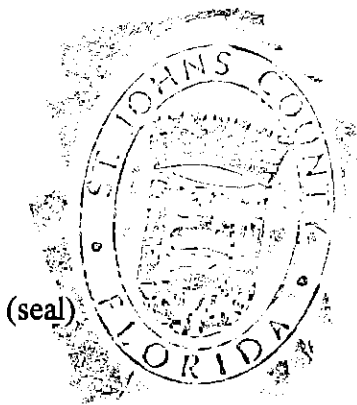
**Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on October 8, 1996.**

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 17th day of October, 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, FLORIDA  
96 OCT 17 PM 3:59  
Carl "Bud" Markel  
CLERK OF CIRCUIT COURT