

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR JOHN GLEN  
JOHNS GLEN PUD  
LOCATED WITHIN THE PARCEL OF LAND  
ZONED PUD PURSUANT TO ORDINANCE 95-020

WHEREAS, the Final Development Plan for Johns Glen, of the Johns Glen PUD 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 on April 18 1996; 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 95-020; and

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 the construction of 100 single family homes made by Johns Glen, LTD., 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" attached hereto, and which is known as Johns Glen of the Johns Glen PUD, 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", and Articles III, IV, VI, VII and XI of the Declaration of Covenants and Restrictions attached hereto as portions of 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 Ordinance and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited.

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

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

- a. Submission to the Engineering Department of satisfactory evident that all required state and federal permits have been obtained, including, but not limited to United Army Corps Engineers Dredge and Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of

Environmental Protection Water and Sewer Connection Permits;

- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11.
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

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

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 96-72.

PASSED AND ADOPTED this 14 day of May, 1996.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Donald Jordan  
DONALD JORDAN, CHAIR

ATTEST: CARL "BUD" MARKEL, CLERK

BY: Patricia DeGrade  
DEPUTY CLERK

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**FINAL DEVELOPMENT PLAN  
JOHNS GLEN  
JOHNS GLEN PUD (95-020)**

**EXHIBIT B  
TO THE RESOLUTION**

**JOHNS GLEN, LTD.**

**JUNE 27, 1995**

**JOHNS GLEN, LTD.** hereby submits for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a single family subdivision to be known as **JOHNS GLEN OF THE JOHNS GLEN PUD** (the "Property" or "Subdivision"). The Final Development Plan consists of a 1-page map identified as Exhibit "A" to the Resolution (the "Map") and this text identified as Exhibit "B" to the Resolution (the "Text"). The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 95-020. On the approved Master Plan, the Property is designated for single family residential. Johns Glen will contain 100 single family homes on 100 lots. A model center is not proposed for Johns Glen.

Two entrance signs are shown on the FDP Map. The entrance signs will be no more than thirty-two (32) square feet and a maximum of ten (10) feet high. The signs will be designed to be aesthetic. An attractive entrance will be constructed and will include landscaping and accent lighting. No signs can be erected until approved by the Building Department.

No construction permits can be issued until Final Engineering Department approval of construction plans is granted and all required state and federal permits have been obtained. 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 Declarations of Covenants and Restrictions for Johns Glen have been recorded in the Public Records of St. Johns County.

Article IV of the Declaration of Covenants, Conditions and Restrictions was incorporated in the PUD at the time of approval and is recorded in PUD O.R. Book I, Pages 1 through 24. Article IV contains the regulations on use as required by St. Johns County, and is included as Exhibit "C". 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 in Exhibit D are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend or allow to be amended all other sections of the covenants.

**IN ACCORDANCE** with the procedures established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by Hill, Boring & Associates, Inc. (Exhibit "A"), and the following text regarding compliance with Section 8-4, "Standards and Criteria", are submitted for your consideration.

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

In this unit, 100 single family homes will be constructed on 61 acres, or a density of 1.64 units per acre. Maximum lot coverage will not exceed 40 percent.

**8-4-2 Open Space**

The Property contains areas of open space labeled as conservation areas, as shown on the FDP map.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 100 future residences on the 100 lots as depicted on the attached Final Development Plan Exhibit "A". Typical lot sizes are 60' x 110'. Each lot will be a minimum of 6,600 square feet. The minimum lot frontage will be 45' feet. The residential structures will be set back at least twenty (20) feet from the road right-of-way. Corner lots shall maintain a twenty (20) foot setback along the front adjacent to the road and a minimum of ten (10) feet along the side yard adjacent to the road. The rear yard setback will be a minimum of ten (10) feet. The side lot setbacks will be five (5) feet from each side. Maximum height is 35 feet. Setbacks are to be measured from the walls of buildings. Pools and enclosures are subject to the same setback requirements as buildings. ARB approval will be required prior to the issuance of a building permit. The ARB has the authority to waive setback requirements on individual lots for reasons that include tree preservation, protection of overall aesthetics, and enhancement of the environment. The 100 lot Johns Glen will be sub-phased into two (2) sub-phases consisting of 49 lots and 51 lots, as shown on the Final Development Plan.

**8-4-4 Project Size**

The Johns Glen PUD consists of 61 acres, more or less.

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

The Covenants and Restrictions of the Johns Glen PUD, as currently on file with the County, will provide adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. As stated in the Covenants, ARTICLE 4, Section 4.11 Common Property and Easements, the Covenants provides for conveyance of title to the Common Property to and ownership by, the Johns Glen Homeowners Association, Inc. ("Association") which shall be a duly constituted and legally responsible not for profit homeowners association.
- b. The Covenants shall appropriately limit use of the Common Property by inclusion of a provision in Article 3, Owners Right and Duties, Section 3.1, Article 7 Architectural Control, Subsection 7.2.1, ARB Approval, and with respect to Tract A, Section 4.3.7.
- c. As stated in the Covenants, ARTICLE 4, Section 4.1.2, Common Property and Easements, the Covenants provide that it shall be the responsibility of the Association to provide for the maintenance of the Common Property.

- d. The Covenants place responsibility for enforcement of the Covenants upon the Association and its Board of Directors. References to enforcement are found in the Covenants, ARTICLE XI, Section 11.4 Enforcement of Covenants.
- e. The Covenants permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision in the Covenants, ARTICLE 6, Covenants for Maintenance Assessments, Section 6.1 through Section 6.4, inclusive.

#### **8-4-6 Access**

Each unit is provided vehicular access within the Property via private drives. No lot may access two streets.

#### **8-4-7 Privacy**

Visual and acoustical privacy of each dwelling unit will be assured primarily through landscaping. Fences, walks, or landscaping will be provided for the protection and aesthetic enhancement of the property.

#### **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 Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans. The fire hydrants to be installed 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 development within the PUD will be served by a central water and sewer system. The appropriate utility companies will maintain all utilities on site. All telephone, cable TV and electrical power lines will be underground. No septic tanks will be permitted. All utilities shall be underground and be provided by Sun Ray Utilities - St. Johns, Inc., Southern Bell and the Jacksonville Electric Authority or successors. All utilities serving the Property, including telephone, power, cable television, 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.

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- 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.
- f. A three/four (developer's privilege) board wooden fence at a height not to exceed 6' shall be erected along the most southerly property line of Phase I. Fencing will be placed in easements of 1' or more located on CR 210 West. Other fences may be erected at Developer's option on boundary lined by Developer or future property owners subject to Homeowner's Association approval. No fencing may exceed 6' in height. Approval may not be given in opposition to St. Johns County Regulations. All maintenance of fence on CR 210 West located on Lots fronting on CR 210 West shall be the responsibility of the Homeowner's Association.
- g. Sidewalks will be provided at a minimum of one side of road throughout the subdivision. All roadways, walkways, and pedestrian paths will be constructed to St. Johns County Standards. It is our intention to save as many trees as possible within the subdivision. Sidewalks may be maneuvered around trees for preservation purposes.
- h. Trees and open space will be maximized. There will be common area wetlands available for the Homeowner's Association to allow for nature trails.
- i. Two temporary mobile sales units shall be on site until models are completed or a maximum of six (6) months. The six (6) month period shall begin at the start of vertical construction. Model homes are to be used as sales offices until the last home is constructed. A construction trailer will be allowed. If no vertical construction is present, the construction trailer must be removed within 120 days.
- j. The fire hydrants and water distribution system serving this project will be owned and maintained by the Utility Company serving the project, both initially and long term.

#### 9-1-1 Drainage

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



Plat. A 15' private drainage easement is proposed for a rear-yard drainage swale behind lots 44-55 and 79-86. Ordinance 86-4 requires a minimum 30' easement, however a variance for the proposed 15' easement is requested.

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9-1-2 **Separation of Walkway and Street**

This provision is not applicable since there are no off-street parking and loading facilities.

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

The location and design of the entrances and/or exits to all streets and driveways will be in accordance with County specifications. Landscaping, curbing or other barrier may be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

9-1-4 **Interior Drives**

The Property is to be used for single family residences, so this provision is not applicable.

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

There will be no off street parking.

9-1-6 **Lighting**

Lighting within the Property will meet or exceed minimum lumens of 100 watt high-pressure sodium fixture lights affixed at least 16 feet above the roadway and spaced approximately 300 feet on the center. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 **Screening**

There are no areas that require screening.

9-2 **Location**

The required off-street parking facilities for residential lots will be located upon the same parcel of land they are intended to serve.

**9-3-1 Off-Street Parking; Numbers Required**

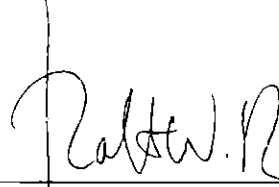
In accordance with subsection "a" of 9-3-1, at least one off-street parking space will be provided per dwelling unit. Each unit will be provided with a one or two-car garage with additional off-street parking located in the driveways.

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

This provision is not applicable since the only use will be residential.

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HILL, BORING, DUNN & ASSOCIATES, INC.



Authorized Agent for "The Johns Glen PUD"

ARTICLE III, IV, VI, VII and XI

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
JOHNS GLEN**

**EXHIBIT C  
TO THE RESOLUTION**

**JOHNS GLEN, LTD.**

**JUNE 27, 1995**

repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence. Each Owner shall also maintain all landscaping on his Lot including any portion of the right of way bounded by his front Lot line, the continuation of his side Lot lines, and the paved portion of any road adjacent to his Lot. The foregoing obligation shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Lot and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Lot, including landscaping, his Residence, or the adjacent road right-of-way in good order and in a clean and attractive manner or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, maintain, and landscape any part of such Lot or Residence, or the adjacent portion of the road right-of-way. The cost of such repairs or maintenance shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor.

#### 4. COMMON PROPERTY AND EASEMENTS

##### 4.1. Common Property.

4.1.1. Title. Developer shall retain title to ~~{the}~~ [any] Common Property until such time as it has completed any improvements thereto, and upon completion of ~~{the improvements on the Common Property,}~~ [improvements] the Developer shall convey ~~{the}~~ [any] Common Property to the Association. ~~{All}~~ [Any and all] remaining Common Property shall be deeded to the Association at Turnover and any Common ~~{Property}~~ [Property] which is inadvertently not so conveyed to the Association shall be deemed conveyed to the Association, without further act or deed by Developer at such time as Developer no longer owns any of the Property.

[Ownership of the Entrance Parcels shall remain vested in the Owners of Lots 1 and 100, subject to the following easement. Developer hereby conveys unto the Association a perpetual nonexclusive easement for ingress and egress over the Entrance Parcels for installation, operation, repair, maintenance, irrigation and landscaping of such Entrance Parcels. Tract A (Conservation Area) shall be conveyed to the Association upon acceptance of the Stormwater Management System.]

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 the roads, rights of way, utilities and drainage easements as shown on the plat of the Property or as otherwise necessary or convenient for the development of the Property), mortgaged, or otherwise encumbered without the written consent or vote of seventy five percent (75%) of the Class A Members and,

until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

4.1.2. Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair [and subject to all governmental requirements]. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which 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, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System, as set forth in Section 4.3.

#### 4.2. Utility Easements.

4.2.1. Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right 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.

4.2.2. Lot Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, electrical, cable television and irrigation lines. In the event that the Owner shall construct any Improvements within any such easement area specifically reserved on a Lot in connection with the exercise of the Developer's or Association's easement rights hereunder, the Developer or Association is required to remove such Improvements, the repair, replacement or restoration of such Improvements shall be at the cost and expense of the Owner.

4.2.3. Cable Television Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables

shall have the same effect as though taken at the meeting of the members. Such approval shall be duly filed in the minute book of the Association.

### 3. OWNER'S RIGHTS AND DUTIES

3.1. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

3.1.1. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

3.1.2. The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all Common Property.

3.1.3. All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.

3.1.4. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.

3.1.5. All easements and restrictions of record affecting any part of the Common Property.

3.2. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

3.3. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or property in a good and workman like manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

3.4. Maintenance. In addition to other specified maintenance required herein, each Owner shall, at the Owner's cost and expense, keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair. Such duties shall include, without limitation,

## 7. ARCHITECTURAL CONTROL

7.1. Purpose. Except for the Initial Improvements, the Association through the ARB shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect for a Lot only after the Residence has been completed on such Lot.

### 7.2. Construction Subject to Architectural Control.

7.2.1. ARB Approval. Except for the Initial Improvements, no construction, modification, alteration, or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the ARB. Developer shall evaluate all plans and specifications for Initial Improvements submitted to it for conformance with the provisions of this Declaration. No Initial Improvements shall be commenced, erected, placed, or maintained upon any Lot unless and until the same shall have been submitted to and approved in writing by Developer.

7.2.2. Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence, and appurtenances including garages, storage facilities, bath houses (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, screened enclosures, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar features of the Property; and all other modifications, alterations, or improvements visible from any road or other Lots. All of the foregoing are jointly referred to herein as "Proposed Improvements".

### 7.3. Procedures.

7.3.1. Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB, or to Developer as to the Initial

INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, 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 ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY 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 WILDLIFE 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 NO 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 DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR 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 BOTTOMS.

4.3.7. 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, sovereignty or jurisdictional lands, [including, without limitation, Tract A (Conservation Area)] 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 within such wetlands or jurisdictional lands. Further, in the event berms are constructed within Lots



which are contiguous to any jurisdictional lands, the Owners thereof shall not remove or modify the berms without the consent of the applicable governmental entities. [Tract A (Conservation Area) shall be maintained in its natural condition and after ownership is transferred to the Association. The Association shall be required to obtain applicable permits required for any improvements.]

4.3.8. Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this Article. The 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, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas or swales, without the prior written approval of the District. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the District.

4.3.9. Indemnity. 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. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractors, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system 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 Developer harmless therefrom.

4.4. 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 change. 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 area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such

until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

4.1.2. Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair [and subject to all governmental requirements]. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which 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, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System, as set forth in Section 4.3.

#### 4.2. Utility Easements.

4.2.1. Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right 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.

4.2.2. Lot Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, electrical, cable television and irrigation lines. In the event that the Owner shall construct any Improvements within any such easement area specifically reserved on a Lot in connection with the exercise of the Developer's or Association's easement rights hereunder, the Developer or Association is required to remove such Improvements, the repair, replacement or restoration of such Improvements shall be at the cost and expense of the Owner.

4.2.3. Cable Television Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables

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 Owners of seventy five percent (75%) of the Lots subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

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 Owners holding seventy five percent (75%) of the votes shall agree to the distribution of 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.

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 hand delivered or mailed, postage prepaid, 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.

11.4. 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 of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition 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:

11.4.1. The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with a committee appointed by the Board which committee is composed of three (3) Owners who are not officers, directors or employees of the Association.

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

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 such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

## 5. UTILITIES

5.1. Water System. The central water system which is operated and maintained by \_\_\_\_\_ [Sun Ray Utility Company] ("Utility Company") provides for water service to the Property and shall be used as the sole source of potable water for all water spigots and outlets located within or on all Residences and Improvements located on each Lot. Each Owner shall pay water meter charges established or proved by the Utility Company 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.

5.2. Sewage System. The central sewage system which is operated and maintained by \_\_\_\_\_ [Sun Ray Utility Company] ("Utility Company") provides sewage service for the Property and shall be used as the sole source of sewage system for each Lot. Each Owner shall 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 sewer collection and disposal services made by the operator thereof. No sewage shall be discharged into the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal or roadway.

## 6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1. Annual Assessments. For each Lot within the Property, Developer covenants, and 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, operation and repair of the Stormwater Management System (including, but not limited to, work within 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 such contingencies and reserves as the Board may from time to time deem reasonable and necessary. The Board of Directors shall set the date or dates such Annual Assessments shall become due and 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.

6.2. Special Assessments. In addition to the Annual Assessments, the Association may levy, by majority vote of the Board of Directors, a Special Assessment 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 (2/3) of the votes in the Association, other than Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of each membership class is present.

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, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

6.4. Lot Assessments. 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; for the 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.

6.5. Commencement of Annual Assessments.

6.5.1. Date of Commencement. The Annual Assessments 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 a builder constructing the Initial Improvements thereon. 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 pro rata share of the Annual or Special Assessment charged to each Lot, prorated to the day of closing on a per them basis.

6.5.2. 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 sum of \_\_\_\_\_ and 00/100 Dollars (\$-)}~~ [as determined from time to time]. These contributions to the Association shall be used for the purpose of defraying the initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK J PAGE 138

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:

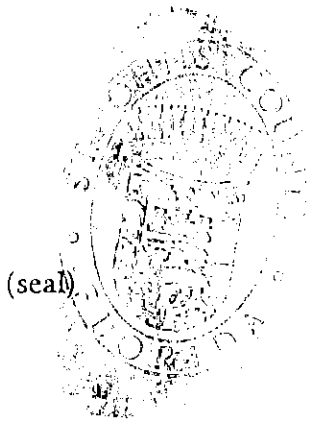
RESOLUTION NO. 96-72

Adopted by the Board of County Commissioners of St.  
Johns County, Florida, at a regular meeting of said  
Board held May 14, 1996

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
96 MAY 24 PM 3:39  
Carl "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 20th  
day of May 1996.



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

By: Patricia DeGrande  
Patricia DeGrande, Deputy Clerk