

RESOLUTION NO. 96-9

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR PHASES 2A AND 2B
THE PARKES OF JULINGTON CREEK PLANTATION
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 93-43
PROVIDING FOR FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, it is found that:

- a. The Final Development Plan for Phases 2A and 2B of the Parkes of Julington Creek Plantation has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and
- b. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on December 21, 1995; and
- c. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- d. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 93-43.

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 158 single family residential units made by Julington Creek Development Company, in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the legal description of which is set forth on Exhibit A, the Final Development Plan attached hereto as Exhibit B relating to that portion of the PUD, and which is known as Phases 2A and 2B of The Parkes of Julington Creek Plantation is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit C, and sections of the Covenants and Restrictions attached

hereto as Exhibit D and based on the above-referenced findings which are hereby incorporated herein by reference.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule or Resolution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD narrative.

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 B until:

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

Notwithstanding the above, land clearing and/or earthwork may be commenced prior to final construction plan approval provided approval for such activity has been obtained from the Engineering Department and all applicable local, state and federal permits have been obtained.

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

Section 5. All roads within Phases 2A and 2B shall be constructed in conformance with Ordinance 86-4 and dedicated to St. Johns County.

Section 6. All attachments included herein are incorporated herein and made a part of Resolution 96-9.

Adopted on 23 day of January 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Donald Jordan Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Irma Sacetti
Deputy Clerk

EFFECTIVE DATE: January 23, 1996

P. U. D. OFF. REC.
BOOK I PAGE 463

EXHIBIT A
LEGAL DESCRIPTION

1900 CORPORATE SQUARE BLVD. / JACKSONVILLE, FLORIDA 32216 / (904) 721-3066

THE PARKES OF JULINGTON CREEK PLANTATION PHASE TWO
PARCEL "A"

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

A PART OF THE JAMES JAMES DONATION, SECTION 49, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF JULINGTON CREEK UNIT THREE, AS RECORDED IN MAP BOOK 16, PAGES 64 THROUGH 88 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE PARKES OF JULINGTON CREEK PLANTATION PHASE ONE, AS RECORDED IN MAP BOOK 28, PAGES 98 THROUGH 101 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT "B-3" AS SHOWN ON SAID PLAT; THENCE ALONG THE BOUNDARY OF SAID PLAT RUN THE FOLLOWING THREE BEARINGS AND DISTANCES: 1) NORTH 11°04'30" EAST, A DISTANCE OF 469.16 FEET; 2) SOUTH 76°25'30" EAST, A DISTANCE OF 16.73 FEET; 3) NORTH 13°34'30" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 76°25'30" EAST LEAVING THE EASTERLY LINE OF SAID PLAT, A DISTANCE OF 80.00 FEET; THENCE NORTH 86°51'29" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 45°56'38" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 05°57'42" EAST, A DISTANCE OF 154.37 FEET; THENCE NORTH 00°55'30" WEST, A DISTANCE OF 310.00 FEET; THENCE NORTH 89°04'30" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 00°55'30" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°04'30" EAST AND A CHORD DISTANCE OF 42.43 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°04'30" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°55'30" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 89°04'30" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF TRACT "W", AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT THREE, A DISTANCE OF 564.34 FEET; THENCE SOUTH 42°09'38" EAST ALONG SAID WESTERLY LINE OF TRACT "W", A DISTANCE OF 526.08 FEET; THENCE SOUTH 00°02'12" WEST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 689.09 FEET; THENCE SOUTH 36°32'22" WEST CONTINUING ALONG SAID WESTERLY LINE OF TRACT "W" AND ALONG THE WEST LINE OF TRACT "G-6" OF JULINGTON CREEK UNIT THREE, A DISTANCE OF 249.91 FEET TO A POINT LYING ON A U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING SIXTEEN BEARINGS AND DISTANCES: 1) NORTH 73°18'01" EAST, A DISTANCE OF 8.42 FEET; 2) NORTH 87°11'09" EAST, A DISTANCE OF 51.22 FEET; 3) SOUTH 08°57'54" WEST, A DISTANCE OF 31.85 FEET; 4) SOUTH 00°12'01" EAST, A DISTANCE OF 53.00 FEET; 5) SOUTH 24°14'50" WEST, A DISTANCE OF 42.97 FEET; 6) SOUTH 18°06'22" WEST, A DISTANCE OF 45.30 FEET; 7) SOUTH 21°14'19" WEST, A DISTANCE OF 55.74 FEET; 8) SOUTH 35°37'34" WEST, A DISTANCE OF 42.72 FEET; 9) SOUTH 64°33'58" WEST, A DISTANCE OF 47.84 FEET; 10) SOUTH 71°34'08" WEST, A DISTANCE OF 32.58 FEET; 11)

SOUTH 83°13'21" WEST, A DISTANCE OF 45.27 FEET; 12) SOUTH 85°24'25" WEST, A DISTANCE OF 48.76 FEET; 13) SOUTH 79°14'41" WEST, A DISTANCE OF 31.97 FEET; 14) NORTH 82°50'24" WEST, A DISTANCE OF 31.62 FEET; 15) NORTH 51°11'10" WEST, A DISTANCE OF 26.01 FEET; 16) NORTH 03°56'47" WEST, A DISTANCE OF 25.80 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT "G-6"; THENCE SOUTH 61°48'00" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 79.23 FEET; THENCE NORTH 89°10'10" WEST ALONG A NORTHERLY LINE OF SAID TRACT "G-6", A DISTANCE OF 594.37 FEET TO A POINT ON A U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING FIVE BEARINGS AND DISTANCES: 1) SOUTH 50°21'09" WEST, A DISTANCE OF 26.09 FEET; 2) SOUTH 84°55'46" WEST, A DISTANCE OF 44.92 FEET; 3) SOUTH 89°46'08" WEST, A DISTANCE OF 38.35 FEET; 4) SOUTH 82°41'35" WEST, A DISTANCE OF 51.79 FEET; 5) NORTH 53°37'55" WEST, A DISTANCE OF 39.42 FEET; 6) NORTH 40°57'34" WEST, A DISTANCE OF 8.83 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID TRACT "G-6"; THENCE NORTH 89°29'09" WEST ALONG SAID NORTHERLY LINE OF TRACT "G-6", A DISTANCE OF 63.77 FEET; THENCE NORTH 65°13'27" WEST ALONG A NORTHEASTERLY LINE OF SAID TRACT "G-6", A DISTANCE OF 60.79 FEET TO A POINT ON A U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING SIX BEARINGS AND DISTANCES: 1) NORTH 65°12'55" WEST, A DISTANCE OF 18.76 FEET; 2) SOUTH 76°11'13" WEST, A DISTANCE OF 2.09 FEET; 3) SOUTH 54°33'44" WEST, A DISTANCE OF 31.65 FEET; 4) NORTH 38°59'09" WEST, A DISTANCE OF 33.51 FEET; 5) NORTH 46°27'18" WEST, A DISTANCE OF 47.71 FEET; 6) NORTH 19°08'02" EAST, A DISTANCE OF 33.40 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID TRACT "G-6"; THENCE NORTH 40°02'20" WEST ALONG SAID NORTHEASTERLY LINE OF TRACT "G-6", A DISTANCE OF 86.50 FEET; THENCE NORTH 56°43'35" WEST CONTINUING ALONG SAID NORTHEASTERLY LINE OF TRACT "G-6", A DISTANCE OF 24.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.38 ACRES MORE OR LESS.

1900 CORPORATE SQUARE BLVD. / JACKSONVILLE, FLORIDA 32216 / (904) 721-3066

THE PARKES OF JULINGTON CREEK PLANTATION PHASE TWO
PARCEL "B"P.U.D. OFF. REC.
BOOK I PAGE 466

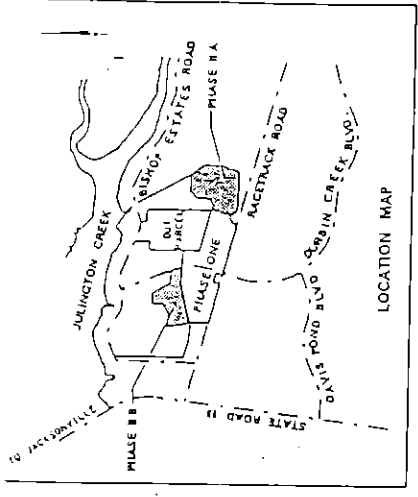
A PART OF THE JAMES JAMES DONATION, SECTION 49, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF JULINGTON CREEK UNIT TWO, AS RECORDED IN MAP BOOK 16, PAGES 52 THROUGH 63, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE PARKES OF JULINGTON CREEK PLANTATION PHASE ONE, AS RECORDED IN MAP BOOK 28, PAGES 98 THROUGH 101 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°55'04" EAST ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 51.47 FEET TO A POINT ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING ELEVEN BEARINGS AND DISTANCES; 1) NORTH 63°51'22" WEST, A DISTANCE OF 16.43 FEET; 2) NORTH 56°01'56" WEST, A DISTANCE OF 17.13 FEET; 3) SOUTH 80°46'33" WEST, A DISTANCE OF 11.48 FEET; 4) NORTH 11°09'23" EAST, A DISTANCE OF 14.12 FEET; 5) NORTH 38°07'03" EAST, A DISTANCE OF 20.38 FEET; 6) NORTH 36°30'05" WEST, A DISTANCE OF 44.12 FEET; 7) NORTH 20°39'46" WEST, A DISTANCE OF 27.23 FEET; 8) NORTH 66°57'48" WEST, A DISTANCE OF 28.75 FEET; 9) NORTH 12°10'26" WEST, A DISTANCE OF 40.18 FEET; 10) NORTH 42°38'57" WEST, A DISTANCE OF 23.96 FEET; 11) NORTH 14°52'07" EAST, A DISTANCE OF 25.56 FEET; THENCE NORTH 28°38'26" WEST LEAVING SAID JURISDICTIONAL LINE, A DISTANCE OF 161.46 FEET; THENCE NORTH 04°21'58" WEST, A DISTANCE OF 651.57 FEET; THENCE SOUTH 83°21'36" EAST, A DISTANCE OF 499.54 FEET; THENCE NORTH 61°30'19" EAST, A DISTANCE OF 324.65 FEET; THENCE NORTH 04°02'29" EAST, A DISTANCE OF 397.15 FEET; THENCE SOUTH 81°00'49" EAST, A DISTANCE OF 188.83 FEET; THENCE NORTH 75°33'06" EAST, A DISTANCE OF 180.56 FEET; THENCE SOUTH 27°09'26" EAST, A DISTANCE OF 761.14 FEET; THENCE SOUTH 75°24'53" EAST, A DISTANCE OF 85.07 FEET; THENCE SOUTH 86°24'13" EAST, A DISTANCE OF 214.33 FEET; THENCE NORTH 70°42'24" EAST ALONG A LINE TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID JULINGTON CREEK UNIT TWO AND JULINGTON CREEK UNIT THREE AS RECORDED IN MAP BOOK 16, PAGES 64 THROUGH 88 OF SAID PUBLIC RECORDS, A DISTANCE OF 125.00 FEET, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2499.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID DIVISION LINE, AN ARC DISTANCE OF 461.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°00'16" EAST AND A CHORD DISTANCE OF 460.88 FEET TO A POINT ON A NORTHERLY LINE OF THE AFORESAID PARKES OF JULINGTON CREEK PLANTATION PHASE ONE; THENCE SOUTH 89°50'29" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 613.54 FEET; THENCE SOUTH 74°42'38" WEST CONTINUING ALONG A NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 1242.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.40 ACRES MORE OR LESS.

SRL03/073.BDC/95145.40

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

EXHIBIT B
FINAL DEVELOPMENT PLAN MAP



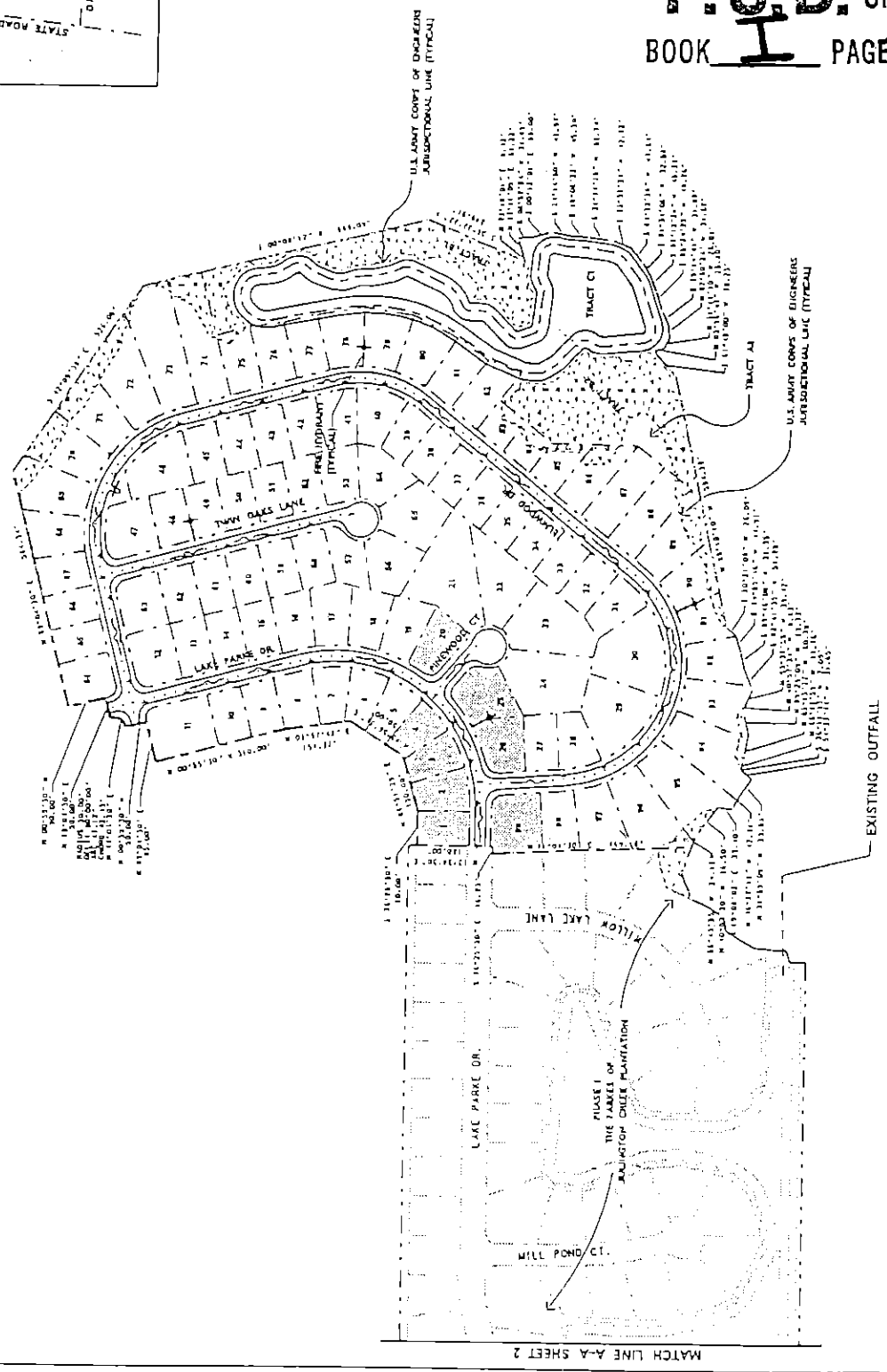
LEGEND

| | |
|--|----------------------|
| | WETLANDS |
| | MODEL HOME SITES |
| | IPW LINE |
| | PROP. BNDY. |
| | LOT LINE |
| | BIKESIDEWALK |
| | PHASE LINE |
| | STORMWATER POND |
| | FIRE HYDRANT |
| | LANDSCAPE BUFFER |
| | WETLANDS/ OPEN SPACE |
| | STORMWATER POND |

DEVELOPMENT SUMMARY

| | |
|--------------|-----------------|
| PHASE IIA | 99 LOTS |
| PHASE IIB | 59 LOTS |
| TOTAL | 158 LOTS |

P.C.D. OFF. REC.
BOOK I PAGE 468



BHR
 BESSENT, HARMACK & RUCKMAN, INC.
 CONSULTING AND DESIGN ENGINEERS
 1900 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FLORIDA 32216

THE PARKES OF JULINGTON CREEK PLANTATION FOR JULINGTON CREEK DEVELOPMENT

EXHIBIT "B" OF RESOLUTION PHASE IIA

DRAWING FDP-1
 1 of 2

DATE: DECEMBER 1995

PROJECT NO.: 10545156

SCALE: 1" = 200'
DESIGNED BY: T. WHITE
DRAWN BY: T. BINGLER

NO. DATE DESCRIPTION

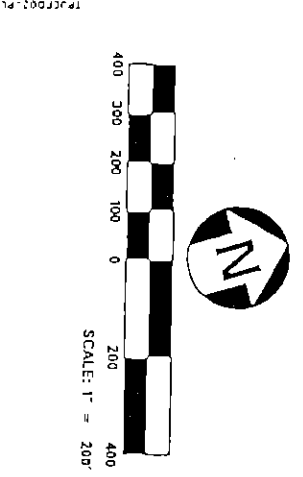
PROJECT NO. 95145.01
 DATE: DECEMBER 1995
 DRAWING: FDP-2

BHR
 BESSENT, HAMMACK & RUCKMAN INC.
 CONSULTING AND DESIGN ENGINEERS
 1700 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FLORIDA 32218

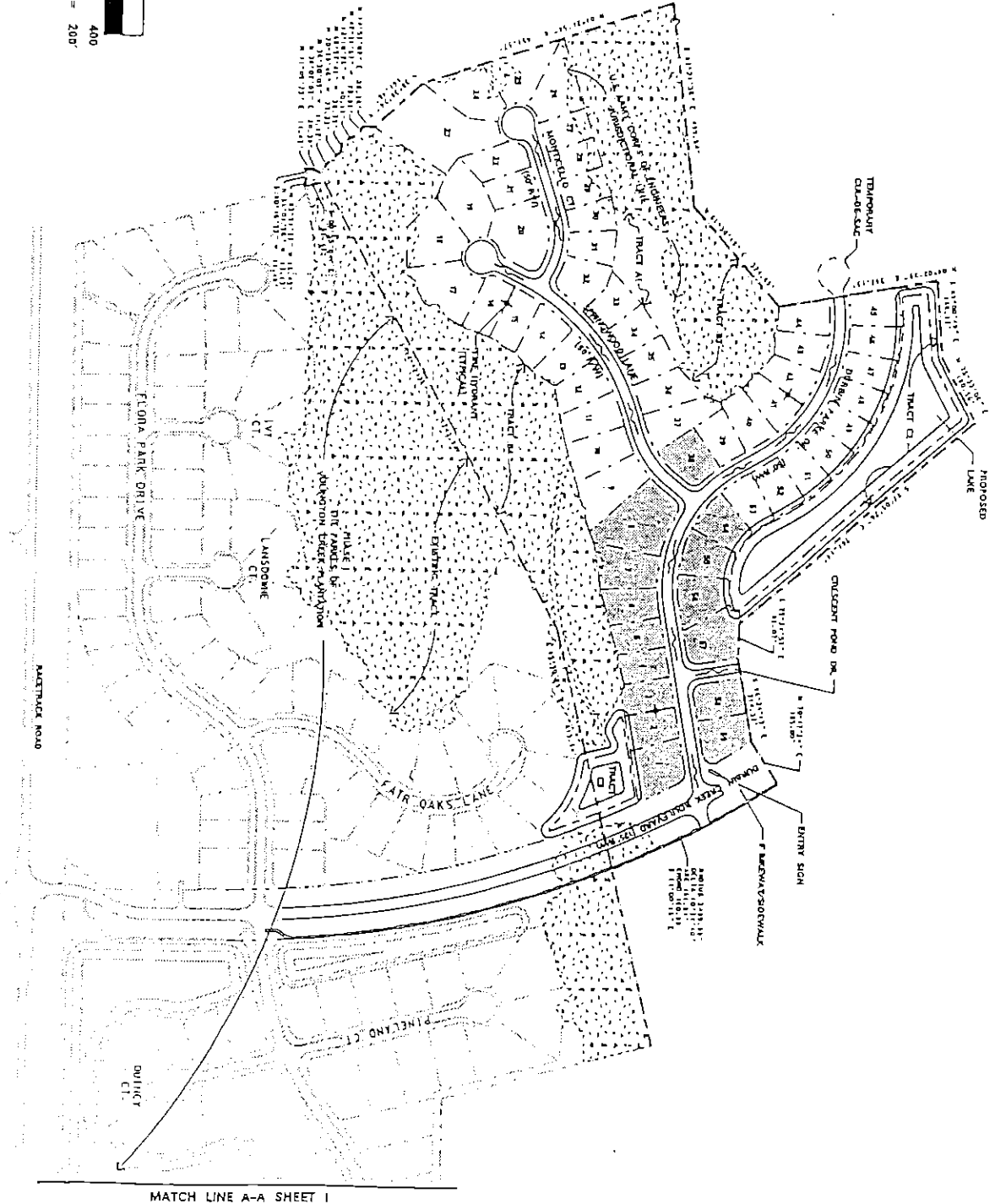
TILE PARKS OF
 JULINGTON CREEK PLANTATION
 FOR
 JULINGTON CREEK
 DEVELOPMENT

EXHIBIT "B"
 OF RESOLUTION
 PHASE II B
 FINAL DEVELOPMENT PLAN

| NO. | DATE | DESCRIPTION | BY |
|-----|----------|-------------|------------|
| 1 | 12/14/95 | PRELIMINARY | T. RINGLER |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |



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



MATCH LINE A-A SHEET 1

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

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

PHASES 2A AND 2B

THE PARKES OF JULINGTON CREEK PLANTATION

WITHIN JULINGTON CREEK PLANTATION DRI/PUD 93-43

JULINGTON CREEK DEVELOPMENT COMPANY

OCTOBER 6, 1995
REVISED DECEMBER 1, 1995
REVISED DECEMBER 28, 1995

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a Final Development Plan (the "Final Development Plan") for the single family subdivision to be known as Phases 2A and 2B of The Parkes of Julington Creek Plantation. The Final Development Plan consists of a two-page map identified as Exhibit B to the Resolution (the "Map"), the legal description identified on Exhibit A, this text identified as Exhibit C to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 93-43. The area encompassed by this Final Development Plan is located within the Julington Creek Plantation DRI/PUD. It occupies a portion of The Parkes of Julington Creek Plantation as shown on the approved Master Plan as Parcel 78. Under the approved Master Plan, The Parkes of Julington Creek Plantation may be developed for up to 708 single family units. Phases 2A and 2B will contain 158 single family lots on approximately 80 acres.

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

Notwithstanding the above, land clearing and/or earthwork may be commenced prior to final construction plan approval provided approval for such activity has been obtained from the Engineering Department and all applicable local, state and federal permits have been obtained.

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

A left turn lane on Racetrack Road at the project entrance is warranted but not required at this time due to the planned four laning of Racetrack Road. Temporary cul-de-sacs shall be constructed at the temporary termini of Durbin Parke Drive and Elmwood Drive. The developer shall post a bond or irrevocable letter of credit for 115 percent of the cost to construct permanent cul-de-sacs in the event Durbin Parke Drive or Elmwood Drive are not extended within five years. The developer has submitted to County Engineering a site access analysis for all intersections along Durbin Creek Boulevard. In accordance with the warrants shown therein, the developer shall construct the following: at the time Elmwood Drive is extended to complete Phase 2A shall construct a right turn lane northbound on Durbin Creek Boulevard at its intersection with Lake Parke Drive. Turn lanes will not be required for any other internal road intersections through buildout of the master plan, unless the master plan is modified substantially.

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

This FDP conforms to the Restated Development Order, Resolution 93-159, and PUD Ordinance 93-43. Relevant provisions are summarized below:

- The Parkes of Julington Creek Plantation is within Phase II of Julington Creek Plantation, scheduled for 1991-1999.
- The Parkes of Julington Creek Plantation is shown for up to 708 single family units, RS-3 on the PUD Map (Parcel 78). The setbacks and lot requirements in this FDP are consistent with the RS-3 specifications in the PUD.
- The County shall accept roads and drainage within road rights-of-way provided all such facilities are constructed in accordance with the County's subdivision and paving and drainage regulations at the time of platting.
- The Durbin Creek Boulevard extension, from Racetrack Road to Bishop Estates Road, will be a two lane collector, with a bikeway, and within a 125-foot right-of-way.
- Developer signage, irrigation, lighting, and landscaping installed in the County right-of-way will be maintained by the MSTU, CDD or POA.
- There will be no driveway cuts onto Durbin Creek Boulevard for residential use. There may be driveway cuts to provide access to utility sites.

8-4-1 Density of Development

The total ground area occupied by residential buildings and structures in the Subdivision shall not exceed 35 percent of the total ground area committed to residential use. There will be 158 units on 80 acres, approximately 2 residential units per acre.

8-4-2 Open Space

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

| | |
|----------------|----------------------|
| Tracts A1 - A2 | Landscape/Buffer |
| Tracts B1 - B4 | Wetlands/ Open Space |
| Tracts C1 - C3 | Stormwater Ponds |

Areas of jurisdictional wetlands to be preserved will be set aside as a part of a recorded conservation easement. These areas, shown as Tracts B1 thru B4, will not be disturbed.

The subdivision will contain stormwater retention and treatment areas which are depicted as Tracts C1, C2 and C3 on the map. The areas designated as Tracts A1 and A2 on the map will be used as a passive open space, and may include signage, landscaping, nature trails, picnic tables, and/or play-ground equipment.

Pursuant to Article IV of the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc., a copy of which is attached hereto ("Declaration"), there are two types of Common Property of "Open Space". The Common Property which is not a part of the Stormwater Management System will be maintained by the Julington Creek Plantation Property Owners' Association, Inc., ("Association") as provided in Section 2 of the Declaration.

Some of those portions of the Common Property which are a part of the Stormwater Management System are presently subject to the jurisdiction of the Municipal Service Taxing District created pursuant to Ordinance No. 82-17 by St. Johns County. Pursuant to Section 3 of the Declaration, the Developer has agreed to assign some or all of the obligations for the Stormwater Management System to the Association or the Community Development District or to retain such obligations in the MSTU, which entity would then have the maintenance obligations. The assignment of the maintenance obligations for the Stormwater Management System shall be in accordance with the requirements of the St. Johns River Water Management District.

All of the above-mentioned areas have been incorporated into the overall drainage system.

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

All development which is to occur within Phases 2A and 2B will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 158 residences in Phases 2A and 2B. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with the covenants, every parcel upon which a residence is constructed will have a total area equal to or greater than 7,000 square feet. Furthermore, the covenants will establish a minimum 25-foot front setback line, a minimum 7.5-foot side setback line and a minimum 10-foot rear setback line for each lot, subject to the Developer's right to release lots from minor violations as set forth in covenants. For homes on corner lots, the side setback adjacent to a street may be reduced to 15 feet, subject to approval of the Architectural Review Board. For lots with a rear lot line along Durbin Creek Boulevard, the 10-foot rear yard setback will apply. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. The minimum lot width is 70 feet. For non-rectangular lots, the minimum lot width at the building setback line shall be 50 feet.

There may be minor entry signs to communities within the subdivision, and location is shown on the FDP map. The minor entry signs will be no larger than 6 feet high by 8 feet wide, installed on a low-rise base, will be constructed primarily of wood, will have accent lighting and landscaping. As provided in Section D.8, Attachment B to the restated PUD, all developer signage, lighting and

landscaping shall be maintained by the MSTU, CDD, or POA. The signs will be set back to avoid obstructing visibility and drainage but in no case be less than 10 feet from the edge of pavement.

Temporary construction/sales trailers may be used within the Subdivision during the construction period, and shall be removed within 30 days of the issuance of the final Certificate of Occupancy or if home construction ceases for a period of six months or longer. No lots can be sold until the plat is recorded. Building permits cannot be issued until the plat is recorded.

There may also be model homes constructed on the lots shown on the FDP Map. Model homes may include sales, administrative, or construction management offices. Model homes may have one sign each, located on the lot. The signs will be constructed of wood and be no larger than 5 feet wide by 9 feet high. Model homes may be used as a sales center.

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

8-4-4 Project Size

The PUD consists of 4,150 acres. The Parkes of Julington Creek Plantation consists of ± 337 acres. This Final Development Plan consists of ± 80 acres.

8-4-5 Support Legal Documents for Open Space

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

- a. The Covenants shall provide for conveyance of the title of the Common Property which is not a part of the Stormwater Management System to an ownership by the appropriate property owners association which shall be a duly constituted and legally responsible community association. Article IV, Section 2 provides the "Developer may retain legal title to the Common Property until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Property to the Association not later than Turnover, free and clear of all monetary liens and encumbrances except for real property, taxes for the year in which the conveyance takes place, covenants, conditions, restrictions of record and any easement granted or reserved by the Developer pursuant to Section IV of this Agreement. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be as is." Julington Creek Plantation Property Owners' Association is a duly constituted property owners association filed with the Secretary of State of Florida.

With respect to those portions of the Common Property which constitute a part of the Stormwater Management System, Article IV, Section 3, addresses maintenance. (See provisions in Section 8-4-2 for more specific discussions.) The title to such Common Property will be conveyed to the maintenance entity.

- b. The use of the Common Property is granted to the owners of the Association. According to Article IV, Section 1, the members of the Association, their guests, invitees and mortgagees, all of which have the right and easement of enjoyment in and the Common Property for all property and reasonable purposes and such easement shall be appurtenant to and pass with title to every Lot and Living Unit, subject to the terms of the Declaration.
- c. Pursuant to the provisions of Article I, Section 1(b), the covenants shall assign responsibility for the management and maintenance of the Common Property which is not a part of the Stormwater Management System to the proper property owners association. Pursuant to Article IV, Section 2, the Developer retains title to the Common Property until all improvements have been completed and the Association is in the position to maintain it. Accordingly, upon conveyance of the Common Property to the Association, it will have the obligation to maintain that property. This is consistent with the definition of Common Property set forth in Article I, Section 1(b).

In addition, Article II(b) of the Articles of Incorporation of the Julington Creek Plantation Property Owners' Association, Inc. states that the Association is formed for the purpose of owning, acquiring, operating and maintaining the Common Property as defined above.

- d. The covenants shall place responsibility for enforcement of the covenants upon the appropriate property owners association. Pursuant to the provisions of Article VII(4), the enforcement of this Amended Declaration may be made by the Association, the Developer or any owner and shall be by a proceeding at law or in equity against such person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants and restrictions.

In addition, Article II(b) of the Articles of Incorporation of the Julington Creek Plantation Property Owners' Association, Inc. states that the Association is formed for the purpose of owning, acquiring, operating and maintaining the Common Property as defined above.

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

Article V, Section 1 provides that the Developer for each Lot or Living Unit owned by it hereby covenants and each Owner of each Lot or Living Unit by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all assessments levied by the Association.

All of the foregoing provisions are set forth in the Restated and Amended Declaration. The property encompassed by this Final Development Plan is subjected to these Restated Covenants and also to additional covenants unique to that particular subdivision pursuant to the Supplemental Declarations.

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the Property via public roads to be owned by St. Johns County.

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.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraphs "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans. The fire hydrants to be installed pursuant to this Final development Plan shall meet county standards and must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.
- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground; except, power will be overhead on Durbin Creek Boulevard only, as constructed in previous phases. Any required utility easement will be shown on the plat. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance No. 86-4, as amended.

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be

reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4 and shall be depicted on the Final Plat. The ponds shown on this Final Development Plan may be constructed in phases; however, the requirements for storm-water retention shall be met for this phase of development.

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9-1-2 Separation from Walkway and Street

No combined off-street parking or loading facilities will be constructed on the Property.

9-1-3 Entrance and Exits

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

9-1-4 Interior Drives

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

9-1-5 Marking of Parking Spaces

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

9-1-6 Lighting

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

9-1-7 Screening

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

9-2 Location

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

9-3-1 Off-Street Parking: Number Required

The Property will be used for single family residential lots. Therefore, in accordance with Subsection "a" of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

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APPLICANT

By: Donald R. Smith

EXHIBIT D

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Listed below are the Articles of the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association recorded in Official Records Book 1004, Page 1823 of the public records of St. Johns County, Florida, referred in Exhibit B, Section 8-4-5 - Support Legal Documents for Open Space. Copies of these Articles are attached.

Article I, Section 1(b)
Article IV, Sections 1 and 2
Article V, Section 1
Article VII, Section 4
Articles of Incorporation Article II(b)

L. Pursuant to the provisions of Article VII, Section 1 of the Declaration, the Developer has the right, prior to "Turnover" of control of the Association to amend the Declaration, and the Developer, at the time of recording this Amended Declaration, is the Class B Member having more votes outstanding than the Class A Members and Developer desires to amend the Declaration on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby partially terminates, resumes, amends and supplements the Declaration in its entirety as follows:

WITNESSETH

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WHEREAS, Developer is the owner of certain real property located in St. Johns County, Florida, in which it desires to create a planned residential community with open spaces and recreational facilities for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of values of the lands from time to time subjected to this Amended Declaration and for the maintenance of open spaces and recreational facilities and to this end desires to subject only the real property described in Exhibit A ("Property") together with such additions as may hereafter be made hereto (as provided in Article II) to the covenants, restrictions, easement, charges, fees and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values of said community to create an association to which should be delegated and assigned the powers of maintaining and administering the Common Property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the state of Florida the Association which is a Florida non-profit corporation for the purpose of exercising the functions of the aforesaid.

NOW, THEREFORE, the Developer hereby declares that the Property and such additions thereto as may be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

Article I

DEFINITIONS

Section 1. The following words, when used in this Amended Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

a. "Additional Property" shall mean and refer to the land more fully described in Exhibit B attached hereto and made a part hereof, any of which may, from time to time, be added hereto and made a part hereof in the manner more fully set forth in Article II.

b. "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision plat or replat of the Property which are intended to be devoted to

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the common use and enjoyment of the Owners of the Property or a Neighborhood (as hereinafter defined), or any other property or easement hereafter conveyed to the Association, which may include those parcels or tracts of land, irrespective of ownership, which are dedicated for recreational and/or park areas, open areas, conservation areas, drainage, ingress, egress and rights-of-way, including all improvements, fixtures and personal property located therein and for which the Association has certain maintenance obligations. Provided, however, the listing of the foregoing shall not be deemed a representation or warranty that all of the foregoing Common Property will be provided. The use of the Common Property may be restricted and devoted to the common use and enjoyment of the Owners of the Property or to only the Owners within one or more Neighborhoods and such other persons as may be granted use privileges, as hereinafter described ("Neighborhood Common Property"). The maintenance obligations of the Association may be exercised in conjunction with or enhancement of the maintenance obligations of St. Johns County or other governmental entities.

c. "Neighborhood Common Property" shall mean and refer to the Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods.

d. "Property" shall mean and refer to all lands as described in Exhibit A attached hereto and made a part hereof and additions thereto as are added to this Amended Declaration by any Supplemental Declaration under the provisions of Article II hereof.

e. "Association" shall mean and refer to Julington Creek Plantation Property Owners' Association, Inc., a Florida corporation not-for-profit (formerly known as Julington Creek Property Owners' Association, Inc.).

f. "County" shall mean and refer to St. Johns County, Florida.

g. "Developer" shall mean Atlantic Gulf Communities Corporation or any person or entity who may be assigned all or part of the rights of the Developer pursuant to a written agreement executed by the Developer and recorded in the public records of St. Johns County, Florida. In addition, in the event that any person or entity obtains title to all of the Property then owned by the Developer as a result of the foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of St. Johns County, Florida, and regardless of the exercise of such election, such person or entity may appoint as Developer or assign any rights of Developer to any third party which acquires title to all or any portion of the Property by written appointment in the public records of St. Johns County, Florida. In any event, any subsequent Developer shall not be liable for any actions or defaults of, or obligations incurred by, any previous Developer, except as may be expressly assumed by the subsequent Developer.

h. "Living Unit" shall mean and refer to any house, apartment, condominium apartment, cooperative apartment, villa, townhouse, patio home, cluster home or the like situated upon the Property designed and intended for use and occupancy as a residence by a single family. A "Living Unit" shall be deemed to exist when a Certificate of Occupancy or equivalent has been issued for a Living Unit or a building in which a Living Unit is located. From and after the issuance of a certificate of occupancy for a Living Unit on a Lot, the Lot shall not be considered separate or a part for purposes of voting or Assessments.

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PROPERTY RIGHTS AND COMMON PROPERTY

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Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every member subject to Assessments as provided in Article V, Section 4 hereof, his guests, invitees and mortgagees shall have a right and easement of enjoyment in and to the Common Property for all proper and reasonable purposes and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit. Provided, however, to the extent that any Common Property is restricted solely for the use and benefit of the Owners within a specified Neighborhood(s), the use and enjoyment of such Neighborhood Common Property shall be restricted to those Owners within the Neighborhood(s) and the expenses of owning and maintaining same shall be assessed solely against the Owners within the designated Neighborhood(s). Provided however, there shall be no absolute liability of Owners for damage to the Common Property or Lots within the Property.

Section 2. Title to the Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing it shall convey the Common Property to the Association not later than Turnover, free and clear of all monetary liens and encumbrances, except real property taxes for the year in which the conveyance takes place, covenants, conditions and restrictions of records and any easements granted or reserved by the Developer pursuant to Section 4 of this Article. Upon such conveyance the Association shall be obligated to accept such conveyance and any such conveyance shall be "as is". Any other person may also convey land to the Association as Common Property but the Association shall not be obligated to accept such conveyance unless approved by the Board. Further, to the extent required in order to obtain mortgages insured or guaranteed by the VA or FHA, the Developer shall convey applicable Common Property to the Association prior to the first mortgage in the plat being insured or guaranteed by FELA or VA.

Section 3. Use of Common Property for Stormwater Management System. Certain Common Property is or may be designated on the plats, in any Supplemental Declaration or in Permits for the development of such Common Property to form a part of the Stormwater Management System. It was originally intended that the Stormwater Management System would be maintained by the Municipal Service Taxing District created pursuant to Ordinance #82-17 by St. Johns County ("MSTU"). In connection with the development of the Property, it has been determined that certain portions of the Stormwater Management System may be more appropriately maintained by the Association or the Community Development District, as hereinafter defined. Such determination in no way limits any further determination with respect to the future obligations of the MSTU.

Therefore, at the time of recording this Amended Declaration, the MSTU is obligated pursuant to the dedications set forth in some of the plats, to be responsible for all operational maintenance activities necessary for the Stormwater Management System, including, without limitation, any obligations under applicable Permits, to keep the Stormwater Management System in proper and operational order including all routine maintenance activities and any special repair activities. The MSTU shall maintain and control the water level and quality of the Stormwater Management System and shall maintain the bottoms of any lakes or retention areas in the System. The MSTU has the power, obligation and responsibility, as required by the permits, to control plants, fowl, reptiles, animals, fish and fungi in and on any portion

right to grant easements for installation and maintenance of public utilities and temporary roads on the Common Property in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Property on the date of the grant.

Section 7. Association Right to Grant Easements. Without limiting the rights of the Developer hereunder, the Association, by majority vote of the Board of Directors, has the non-exclusive right to grant permits, licenses and easements over the Common Property for utilities, road and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 8. Admission Fees. The Association may charge reasonable admission and other fees as a condition of use of the recreational facilities by the members. The Association may open enjoyment of such facilities to the general public upon the payment of such admission or other fees as are generally established from time to time.

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Article V

COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided elsewhere herein, the Developer for each Lot or Living Unit owned by it within the Property hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all assessments levied by the Association which are applicable to such Lot or Living Unit, including, without limitation:

- a. Annual General Assessments.
- b. Special Assessments.
- c. Capital Improvements Assessments.
- d. Neighborhood Assessments.

The foregoing assessments (collectively, the "Assessments") shall be fixed, established and collected from time to time as hereinafter provided. Such Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which such Assessment is made. Such Assessments, together with interest thereon and the cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot or Living Unit at the time when the Assessments fell due, except as provided in Section 10 hereof. All Lots and Living Units and the Owners thereof shall be subject to and liable for Annual General Assessments, Special Assessments and Capital Improvement Assessments. Only the Lots and Living Units and the Owners thereof within any particular Neighborhood shall be subject to and liable for Neighborhood Assessments for that Neighborhood. No Mortgagee shall be required to collect Assessments on behalf of the Association and unless specifically set forth in the Mortgage on a Lot or Living Unit, the failure to pay Assessments shall not constitute a default under any Mortgage.

- m. Maintaining private streets and roads, if any;
- n. Maintaining the Stormwater Management System in a manner so as to allow the Stormwater Management System to provide drainage, water storage, conveyance of other stormwater management capabilities as permitted by the SJRWMD and fixing the portion of the assessments required to perform such maintenance. Any repair or reconstruction of the Stormwater Management System shall be as permitted, if modified, and as approved by the SJRWMD;
- o. Maintaining swimming pools, if applicable, including cleaning, chemicals, maintenance of pumps, pool heater, including gas and maintenance of heating pumps and providing for lifeguards and management of the facility;
- p. Maintaining air conditioning of recreational building, if applicable;
- q. Insofar as permitted by law doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the Owners of the Property.

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Article VII

GENERAL PROVISIONS

Section I. Amendments.

a. Anything in this Amended Declaration to the contrary notwithstanding, this Amended Declaration and any Supplemental Declaration hereto may be amended from time to time by the Developer prior to Turnover of control of the Association.

b. After Turnover, the Association may amend this Amended Declaration or any Supplemental Declaration by recording among the public records of St. Johns County, Florida, an instrument executed by the President and attested to by the Secretary of the Association that the amendment was approved by a majority of all the votes of all Members entitled to vote, as more fully set forth in the Articles of Incorporation. Provided however, that so long as the Developer owns any portion of the Property or the Additional Property, no such amendment may be made by the Association without the written consent of the Developer.

c. Any amendment to this Amended Declaration or a Supplemental Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the Storm Water Management portion of the Common Property, must have the prior approval of the SJRWMD.

d. Any Supplemental Declaration creating one or more Neighborhood(s), or any provisions of any Supplemental Declaration affecting only one or more Neighborhoods, may be amended by the Developer so long as the Developer owns any portion of the property within the applicable Neighborhood(s), unless otherwise provided in the Supplemental Declaration. Thereafter, in the event that a proposal is made to amend a Supplemental Declaration which encumbers only specific property and does not affect the rights or obligations

of Owners not subject to such Supplemental Declaration, then an amendment to such Supplemental Declaration shall be made if approved by the majority of all Owners subject to such Supplemental Declaration. Upon such approval, the amendment shall be evidenced by recording a certificate of the Association, executed by the president, setting forth the amendment to the Supplemental Declaration.

e. If any mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action, if made by the Developer while the Developer is the Class B Member, must be approved by either such agency; (i) any annexation of additional property, except for the property described in Exhibit B attached hereto; (ii) any mortgage, transfer or dedication of any Common Property, any amendment this Amended Declaration, the Articles of the Bylaws, if such amendment materially and adversely affects the Owners of materially and adversely affects the general scheme of development created by this Amended Declaration, provided however, such approval shall specifically not be required where the amendment is made to add any property described in Exhibit B, or to correct errors or omissions, or as required to comply with the requirements of any Mortgagee, or as required by any governmental authority; (iii) any amendment to this Amended Declaration or any Supplemental Declaration or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to the Developer or to the Association within 30 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of the Developer or the Association that the approval was given or deemed given.

Section 2. Duration. The covenants and restrictions of this Amended Declaration shall run with and bind title to the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Amended Declaration and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Amended Declaration as recorded unless the same shall be amended and modified or revised as provided herein. Thereafter and after the expiration of the said initial twenty year period, said covenants shall automatically be extended for successive ten year periods unless amended, modified, terminated or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to an Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, post paid to the address of the Living Unit, or the last address of the person, who appears as the owner in the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of this Amended Declaration may be made by the Association, the Developer, or any Owner and shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce and lien created by these covenants and restrictions; any failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, Developer shall have the right wherever there shall have been built on any Lot or any structure which is in violation of this Amended Declaration, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner; such entry and abatement or removal

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shall not be deemed a trespass. In connection with any action taken under this Amended Declaration, in order to enforce a compliance with the terms and conditions hereof, the prevailing party shall be entitled to its attorneys' fees prior to or at trial, on appeal or in bankruptcy.

The St. Johns River Water Management District shall have the right to enforce legal proceedings at law or in equity, the provisions contained in this Amended Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. All other provisions may be enforced by an Owner, the Developer or the Association.

Section 5. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, shall remain in full force and effect.

Section 6. Information. The Association is required to make available to Lot or Living Unit Owners and Mortgagees current copies of the Amended Declaration, Bylaws or other rules concerning the Property and the books, records and financial statements, if any, of the Association. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 7. Mortgagees' Notices. Upon written request to the Association, identifying the name and address of the Mortgagee, and the property number or address of the Lot or Living Unit on which such Mortgagee has a mortgage, any such Mortgagee shall be entitled to:

- a. timely written notice of any condemnation or casualty loss which effects the material portion of the Property on which there is a mortgage held by Mortgagee;
 - (i) any delinquency on the payment of Assessments owed by an Owner subject to a mortgage held by a Mortgagee which remains uncured for a period of sixty (60) days;
 - (ii) any lapse or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (iii) any proposed action which will require the consent of a specified percentage of Mortgagees; and
- b. no Mortgagee shall be required to collect Assessments under the terms of its mortgage and failure to pay Assessments shall not be a default under the mortgage unless the Mortgagee so provides under the terms of its mortgage.
- c. copies of any financial statement for the immediately preceding year.

Section 8. Insurance and Fidelity Bonds. The Association has a duty to maintain in effect casualty and liability insurance and fidelity bond as specified in Section 803.07 of the FNMA conventional home mortgage selling contract supplement.

Section 9. Community Development District. The Developer has reserved the right but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 which may provide for the purposes of funding the construction of infrastructure for off-site

PURPOSES

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

- a. To preserve the values of the Property and such Additional Property as from time to time may be added to the Declaration (the "Property"); and
- b. To own, acquire, operate and maintain, for the benefit of the Owners of all or part of the Property ("Members"), the lands hereinafter referred to as the "Common Property" as more fully defined in the Declaration, together with any buildings or other improvements that may be constructed thereon, including, but not limited to: swimming pools, parks, playgrounds, lakes, commons, open spaces, and private streets, if any; and,
- c. To maintain unkempt lands or trees; and
- d. To fix and collect Assessments (as defined in the Declaration) to be levied against the Property and the Owners and to pay all expenses in connection therewith; and,
- e. To enforce any and all covenants, restrictions and agreements applicable to the Property; and,
- f. To pay taxes and insurance on the Common Property; and,
- g. To do and undertake all actions and duties as set forth in the Declaration, these Articles and the Bylaws; and
- h. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the Members.

ARTICLE III

MEMBERSHIP

Every person or entity who is record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration shall be a Member of the Association from the date such Member acquires title to his Lot or Living Unit, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Provided further, that for so long as Atlantic Gulf Communities Corporation ("Developer") or its successor or assign is the Developer under the Declaration and owns a parcel of land within the Additional Property Developer shall be a member of the Association. The interest of a Member in the finances and assets of the Association can not be assigned, hypothecated or transferred in any manner, except as an

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Filed and Recorded in
Public Records of
St. Johns County, Fla.
on 1-31-96 at 2:45 PM
CARL "BUD" MARKEL, Clerk
Circuit Court
By Irma Pacetti
Deputy Clerk

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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. 96-9

**Adopted by the Board of County Commissioners of St. Johns
County, Florida, at a regular meeting of said Board held January
23, 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 **29th** day
of **January, 1996**.

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

By: Irma Pacetti
Irma Pacetti, Deputy Clerk

(seal)