

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR MARSH LANDING UNIT 32**

WHEREAS, the Final Development Plan for Marsh Landing Unit 32 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 12-19-96; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area; and
- C. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 75-15;

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 a Final Development Plan for Marsh Landing Unit 32 made by M.L. Partnership, in accordance with Section 8-3 of St. Johns County 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 of Exhibit C attached hereto, and which is known as Marsh Landing Unit 32 is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Text dated September 10, 1996, attached hereto as Exhibit B, and the Covenant and Restrictions attached hereto as Exhibit D and based on the above-referenced findings which are hereby incorporated by reference.

Section 2

Except to the extent that they conflict with specific provisions of the approved development plan or PUD (PSD) Ordinance, all building code, zoning ordinance, or other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County 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. Furthermore, 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 this Ordinance and the incorporated PSD/PUS/PRD Ordinance.

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

- a. Submission to the Public Works 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 Water Permit, and Florida Department of Environmental Protection Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to the St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Public Works Department in compliance with Ordinance 96-40; 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 Marsh Landing Unit 32 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 No. 97-3

BOARD OF COUNTY COMMISSIONERS

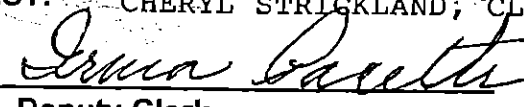
OF ST. JOHNS COUNTY, FLORIDA

By: 

Chair

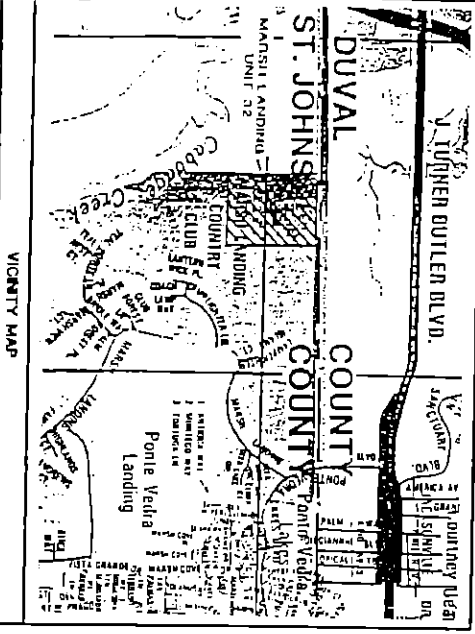
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BOOK K PAGE 70

ATTEST: CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

ADOPTED JANUARY 14, 1997



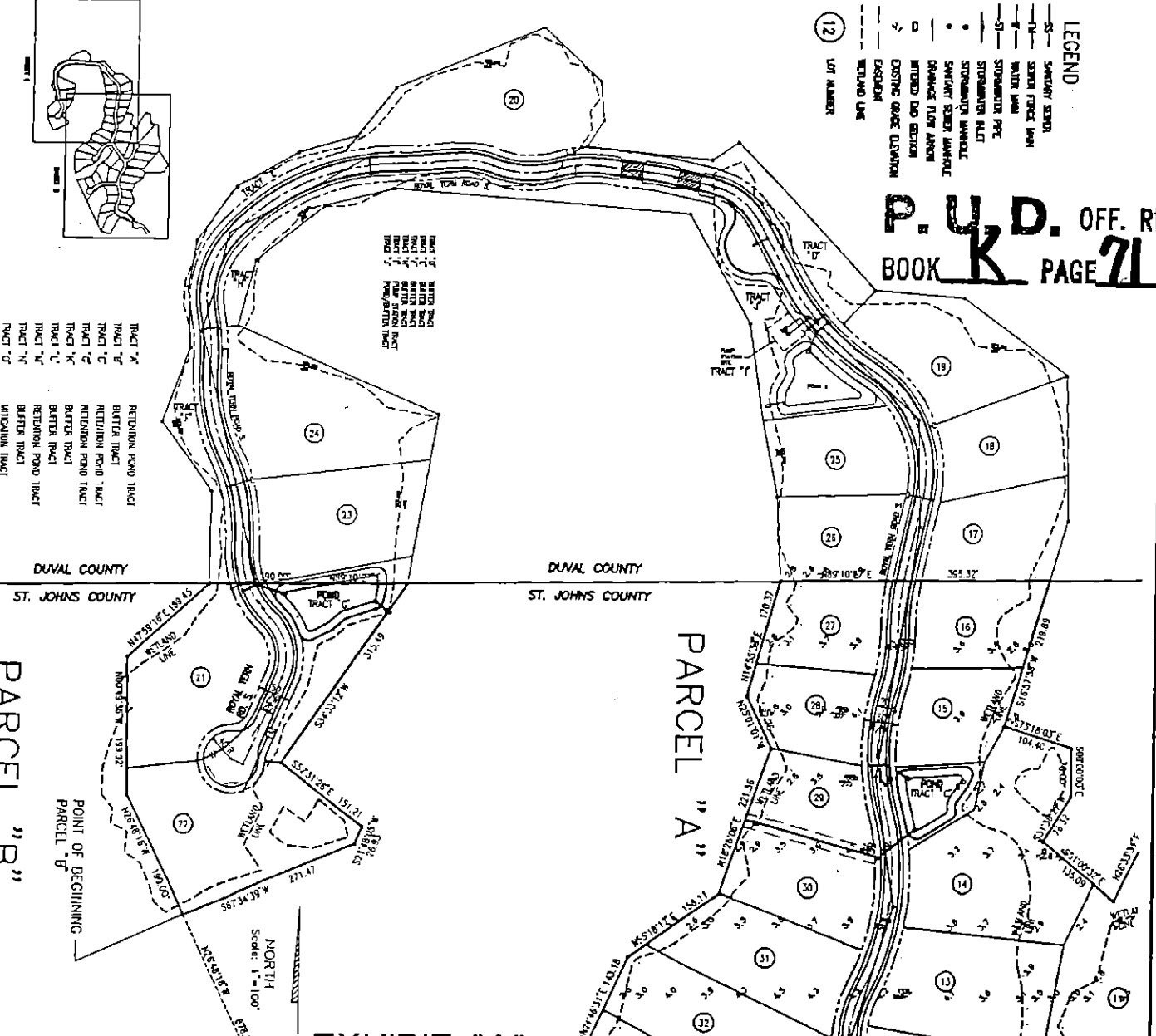
PARCEL 22
MARSH LANDING UNIT THIRTY-TWO

A PART OF GOVERNMENT LOTS 3 AND 4, SECTION 17, TOGETHER WITH A PART OF THE WILLIAM HART GRANT, SECTION 25, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 20, MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE N.70°37'37"W, A DISTANCE OF 91.31 FEET; THENCE N.55°15'02"W, A DISTANCE OF 120.48 FEET; THENCE S.59°52'51"W, A DISTANCE OF 85.75 FEET; THENCE S.27°38'45"W, A DISTANCE OF 237.07 FEET; THENCE N.87°52'05"W, A DISTANCE OF 151.58 FEET TO A POINT ON A WESTERLY LINE OF SAID GOVERNMENT LOT 4, THENCE N.28°48'18"W, A DISTANCE OF 933.07 FEET; THENCE N.47°57'17"E, A DISTANCE OF 632.00 FEET; THENCE S.77°20'35"E, A DISTANCE OF 133.00 FEET; THENCE N.45°01'45"W, A DISTANCE OF 120.74 FEET; THENCE S.4°51'46"W, A DISTANCE OF 192.84 FEET; THENCE N.52°00'47"E, A DISTANCE OF 272.30 FEET; THENCE N.33°11'27"E, A DISTANCE OF 135.77 FEET; THENCE S.56°18'58"W, A DISTANCE OF 108.17 FEET; THENCE N.24°43'31"E, A DISTANCE OF 163.18 FEET; THENCE N.57°57'17"E, A DISTANCE OF 272.30 FEET; THENCE S.77°31'17"W, A DISTANCE OF 91.82 FEET; THENCE N.4°18'18"W, A DISTANCE OF 16.49 FEET; THENCE N.24°43'31"E, A DISTANCE OF 83.78 FEET; THENCE N.14°53'31"E, A DISTANCE OF 170.37 FEET; THENCE S.77°31'17"W, A DISTANCE OF 91.82 FEET; THENCE N.27°01'01"W, A DISTANCE OF 83.78 FEET; THENCE N.14°53'31"E, A DISTANCE OF 170.37 FEET; THENCE S.77°31'17"W, A DISTANCE OF 91.82 FEET; THENCE N.8°10'27"E, ALONG SAID COUNTY LINE, A DISTANCE OF 70.00 FEET; THENCE N.27°31'17"E, A DISTANCE OF 75.32 FEET; THENCE S.57°00'37"E, A DISTANCE OF 120.09 FEET; THENCE N.28°48'18"W, A DISTANCE OF 197.21 FEET; THENCE N.27°31'17"E, A DISTANCE OF 120.01 FEET; THENCE S.57°41'57"E, A DISTANCE OF 70.32 FEET; THENCE S.27°31'17"E, A DISTANCE OF 148.37 FEET; THENCE S.82°22'18"E, A DISTANCE OF 121.66 FEET; THENCE N.28°48'18"W, A DISTANCE OF 180.00 FEET; THENCE S.27°31'17"E, A DISTANCE OF 130.18 FEET; THENCE S.27°31'17"E, A DISTANCE OF 130.18 FEET; THENCE S.28°05'42"W, A DISTANCE OF 283.86 FEET; THENCE S.56°23'42"W, A DISTANCE OF 100.44 FEET; THENCE S.57°12'17"W, A DISTANCE OF 102.03 FEET; THENCE S.27°36'34"W, A DISTANCE OF 175.78 FEET; THENCE S.28°59'12"E, A DISTANCE OF 100.44 FEET; THENCE S.28°18'17"W, A DISTANCE OF 74.74 FEET; THENCE S.36°13'14"W, A DISTANCE OF 188.01 FEET; THENCE S.57°18'17"E, A DISTANCE OF 122.30 FEET TO A POINT ON THE NORTHWEST BOUNDARY OF LOT 21 OF APPROPRIATED MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE; THENCE S.47°30'57"W, ALONG SAID NORTHWEST LINE OF LOT 21 AND ITS SOUTHWESTERLY PROJECTION, A DISTANCE OF 73.00 FEET TO THE APPROXIMATELY MOST NORTHERLY CORNER OF LOT 20 AND THE POINT OF BEGINNING.

PARCEL 21
MARSH LANDING UNIT THIRTY-TWO

A PART OF GOVERNMENT LOT 3, SECTION 17; TOGETHER WITH A PART OF THE WILLIAM HART GRANT, SECTION 25, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 20, MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.70°37'37"W, A DISTANCE OF 91.31 FEET; THENCE N.55°15'02"W, A DISTANCE OF 120.48 FEET; THENCE S.59°52'51"W, A DISTANCE OF 85.75 FEET; THENCE S.27°38'45"W, A DISTANCE OF 237.07 FEET; THENCE N.87°52'05"W, A DISTANCE OF 151.58 FEET TO A POINT ON A WESTERLY LINE OF GOVERNMENT LOT 4; THENCE N.28°48'18"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.28°48'18"W, ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 4, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF THE APPROPRIATED WILLIAM HART GRANT; THENCE N.00°49'26"W, ALONG THE WEST LINE OF SAID GRANT, A DISTANCE OF 199.92 FEET; THENCE N.47°59'17"E, A DISTANCE OF 159.45 FEET TO A POINT ON THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY; THENCE N.8°10'27"E, ALONG SAID COUNTY LINE, A DISTANCE OF 290.00 FEET; THENCE S.34°22'12"W, A DISTANCE OF 315.49 FEET; THENCE S.32°31'26"E, A DISTANCE OF 151.21 FEET; THENCE S.27°45'05"W, A DISTANCE OF 28.33 FEET; THENCE S.67°34'39"W, A DISTANCE OF 271.47 FEET TO THE POINT OF BEGINNING.

OVERALL PROJECT ADDRESS: 355 ROYAL TERN ROAD SOUTH.



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- TRACT "A" RETURN ROAD TRACT
- TRACT "B" BUTLER TRACT
- TRACT "C" RETURN ROAD TRACT
- TRACT "D" BUTLER TRACT
- TRACT "E" RETURN ROAD TRACT
- TRACT "F" BUTLER TRACT
- TRACT "G" RETURN ROAD TRACT
- TRACT "H" BUTLER TRACT
- TRACT "I" RETURN ROAD TRACT
- TRACT "J" BUTLER TRACT
- TRACT "K" RETURN ROAD TRACT
- TRACT "L" BUTLER TRACT
- TRACT "M" RETURN ROAD TRACT
- TRACT "N" BUTLER TRACT
- TRACT "O" RETURN ROAD TRACT
- TRACT "P" BUTLER TRACT

DUVAL COUNTY
ST. JOHNS COUNTY
PARCEL "B"

PARCEL "A"

EXHIBIT "A"

MARSH LANDING UNIT 32
FOR
MARSH LANDING PROPERTIES
FINAL DEVELOPMENT PLAN



STONE, JOCA & MAHONEY INC.
2480 BRUNNENBERG HWY • SUITE 108 • JACKSONVILLE • FLORIDA • 32228 • 904-448-6320
1728 HENRIETY AVENUE • SUITE B • ORLANDO PARK • FLORIDA • 32823 • 904-364-1377

DATE	10/1/2000
BY	J. J. SMITH
CHECKED BY	J. J. SMITH
DATE	10/1/2000
BY	J. J. SMITH
CHECKED BY	J. J. SMITH
DATE	10/1/2000
BY	J. J. SMITH
CHECKED BY	J. J. SMITH
DATE	10/1/2000
BY	J. J. SMITH
CHECKED BY	J. J. SMITH

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BOOK K PAGE 73

EXHIBIT B
FINAL DEVELOPMENT PLAN FOR
MARSH LANDING UNIT 32
WITHIN PUD ORDINANCE 75-15

Applicant: ML Partnership
Submitted: September 10, 1996
Revised: November 7, 1996

**FINAL DEVELOPMENT PLAN
MARSH LANDING AT SAWGRASS
PUD ORDINANCE 75-15**

MARSH LANDING UNIT 32

**EXHIBIT B
TO THE RESOLUTION
September 10, 1996
Revised November 7, 1996**

**P. U. D. OFF. REC.
BOOK K PAGE 74**

Applicant: M.L. Partnership
Agent: De Ann Wall

M.L. Partnership 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 Marsh Landing Unit 32 (the "Property"). The Final Development Plan consists of a one-page map identified as Exhibit A to the Resolution (the "Map"), the legal description identified as Exhibit C, this text identified as Exhibit B to the Resolution (the "Text"). Attached Exhibit D contains specific sections of the covenants and restrictions which are referenced in Exhibit B. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15. The area encompassed by this Final Development Plan is located on the Northwest portion of Marsh Landing. Access is off of Royal Tern Road South. Marsh Landing Unit 32 will contain 47 single-family lots, 39 of which are in St. Johns County. These 39 lots are on approximately 42.81 acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Public Works 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 the St. Johns County Ordinance No. 90-11; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Public Works Department in compliance with Ordinance 96-40; and (d) Comply with all other applicable land use and development regulations of St. Johns County. Once the foregoing conditions to construction have been met, the developer may proceed to construction of horizontal improvements prior to approval and recording of a final plat.

No lot within the property 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 Marsh Landing Unit 32 have been recorded in the Public Records of St. Johns County.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes).

ADDITIONAL INFORMATION:

- A. No sidewalks are proposed in Marsh Landing Unit 32 since there are no connecting walks.
- B. Even though the 100 year flood elevation is 6.0 per FEMA Panel 183, minimum road elevations are proposed at 5.0 + or - to be consistent with existing elevations of 5.0 + or - throughout Marsh Landing which were initially built when the flood elevation was 5.0. This is consistent with recent, previously approved units at Marsh Landing.

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

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 0.91 residential units per acre.

8-4-2 OPEN SPACE

Every homeowner shall have right of use and an easement in the open space area, except where its use is limited by the applicable sections of the Declaration of Covenants and Restrictions. The open space in Marsh Landing will be owned and maintained by Marsh Landing Master Association, Inc. whose membership will include all lots within the Property. All wetlands have been established by survey and will be depicted on the construction plans and final plat.

The storm water retention ponds shown on the Final Development Plan will be maintained by the Marsh Landing Master Association, Inc.

The listing and use of each tract is as follows:

TRACT "A"	RETENTION POND TRACT
TRACT "B"	BUFFER TRACT
TRACT "C"	RETENTION POND TRACT

TRACT "D"	BUFFER TRACT
TRACT "E"	BUFFER TRACT
TRACT "F"	BUFFER TRACT
TRACT "G"	RETENTION POND TRACT
TRACT "H"	BUFFER TRACT
TRACT "I"	PUMP STATION TRACT
TRACT "J"	POND/BUFFER TRACT
TRACT "K"	BUFFER TRACT
TRACT "L"	BUFFER TRACT
TRACT "M"	RETENTION POND TRACT
TRACT "N"	BUFFER TRACT
TRACT "O"	MITIGATION TRACT
TRACT "P"	BUFFER TRACT

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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 39 residences in the Subdivision. Specific setback lines are as follows: A 20-foot front yard setback line; a 20-foot rear yard setback line; a 5-foot side setback with the two (2) sides totaling a minimum of 15 feet; and 10-foot corner side setback line. Due to the location and configuration of the wetlands, lot 6 will require special setbacks. This lot will require a 20 -foot yard setback line from all property lines. All corner lots may only be accessed from one street.

The preceding setbacks may be waived by the ARB to preserve trees and improve overall aesthetics as set forth in the covenants. Each setback line is measured to the wall of the building. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Approval by the architectural review board (ARB) is required before issuance of a building construction permit by St. Johns County for all new construction, additions and remodeling.

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

There will be a minimum 20' buffer from the wetland line. This area shall consist of existing vegetation and/or low landscape berm to filter any runoff from the lots. Decks, boardwalks and pedestrian accessways are permitted through this area.

Due to the location of the wetland jurisdictional line, lots 6 and 46 will have a minimum frontage of 25 feet. This minimum frontage is common throughout Marsh Landing due to the developer's desire to protect natural areas.

8-4-4 PROJECT SIZE

Marsh Landing PUD consists of approximately 1,700 acres. Marsh Landing Unit 32 consists of approximately 42.81 acres.

8-4-5 SUPPORT LEGAL DOCUMENTS FOR OPEN SPACE

The Covenants and Restrictions of Marsh Landing Master Association, Inc., which apply to the road right-of-ways, street lighting, security system and lakes, assure adequate management and maintenance of the common property. Specific sections of the Covenants and Restrictions are referenced herein and are part of the Final Development Plan. These sections are incorporated below and attached as Exhibit D.

- a. The Covenants and Restrictions provide for the conveyance of title to the common property to, and ownership by the Homeowner's Association, a duly constituted and legally responsible community association. (Article II, Paragraph 2.5)

"2.5. Conveyance of Common Property. The Developer may convey the Common Property (including the Common Roads) to the Association at such time as all the planned improvements, if any, are complete, and in the event the Common Property is unimproved, at such time as the Developer determines, but in all events no later than such time as the Developer no longer owns any of the Property. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens except taxes and matters of record prior to conveyance. The Developer may reserve certain rights to itself for use of the Common Property. The Developer or the Association may terminate the designation of land as Common Property without consent or joinder of any Owner or Institutional Mortgagee. Upon conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members, subject to the reserved rights of the Developer and the Association."

- b. The Covenants and Restrictions appropriately limit the use of the common property. (Article I, Paragraph 1.7)

"1.7. Common Property means those tracts of land which are deeded to the Association and such Improvements thereon as are specifically conveyed to the Association. The terms "Common Property" shall also include any personal property acquired by the Association as well as certain areas within the Property designated for maintenance responsibilities which the Association is hereby obligated to maintain, notwithstanding that it may not own the underlying fee simple title. All Common Property is to be devoted to and intended for the common use and benefit of the Owners and their guests, lessees or invitees and the visiting general public, to the extent permitted by the Board or the Association, subject to any operating rules adopted by the Association and subject to any use rights made or reserved by the Developer prior to the conveyance of such Common Property, including the right of the Developer to replat part of platted common property to create additional lots, and subject to any and all Permits. The Common Property shall include the Stormwater Management System. Common Property shall not include the

facilities which are designated as part of Marsh Landing Country Club, including, without limitation, the golf course, clubhouse, tennis courts, swimming pool and related facilities."

- c. The Covenants and Restrictions assign responsibility for management and maintenance of the common property to the Homeowner's Association. (Article III, Paragraph 3.3)

"3.3. Power and Authority of Association. Without limiting any other provision of this Declaration, the Articles or the Bylaws, the Association has the power and responsibility to (a) enforce and implement the restrictions and covenants contained in this Declaration; (b) levy and collect Assessments to provide funds for operating, managing and maintaining the Common Property; and operate, maintain and manage the Common Property."

- d. The Covenants and Restrictions place responsibility for enforcement of the covenants contained therein upon the Homeowner's Association. (Article III, Paragraph 3.3 (as stated above) and Article 15, Paragraph 15.1)

"15.1. Enforcement. The covenants, conditions, restrictions and other provisions of this Declaration will be enforceable by the Developer, the Association or any Lot Owner. Compliance herewith may be enforced in any manner permitted in law or equity. In the event of violation of the Declaration, the prevailing party shall be entitled to be reimbursed for all costs, including a reasonable attorney's fee (whether incurred before trial, at trial, on appeals, in bankruptcy, or in post-judgment collection) of compelling compliance will be borne by the Owner."

- e. The Covenants and Restrictions permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Article IV, Paragraphs 4.1 and 4.4)

"4.1. Creation of the Lien and Personal Obligation for Assessments. All Assessments from time to time levied against a Lot by the Association, including Annual Assessments and Special Assessments (jointly referred to herein as "Assessments"), together with interest on the principal amount of the Assessments from the date due at the maximum rate allowable by law and costs of collection (including reasonable attorney's fees in pre-trial, trial, appellate, bankruptcy and post-judgment collection proceedings) will be a charge on and continuing lien upon that Lot, and will also be the personal obligation of the Owner. By accepting ownership of an interest in a Lot, the Owner will be liable to the Association for all Assessments becoming a lien against that Lot at any time prior to or during the time that the Owner owns an interest in the Lot, together with all interests accruing on the principal amount of those Assessments and the costs of collection. The co-Owners of a Lot will be jointly and severally liable for Assessments, interests and

costs. No Owner of a Lot may waive or otherwise escape liability for the Assessments by not using or abandoning Common Property or his Lot. No part of the Property which is not included in a lot will be subject to Assessments."

"4.4. Amount of Annual Assessment. The total assessments charged to each Lot subject to this Declaration may not be uniform, but all Annual Assessments will be at a uniform rate for each Lot subject to the Declaration. The amount of the Annual Assessment for the period from the commencement of the Assessment to the end of the first calendar year shall be as set forth in the budget adopted by the Board. Thereafter the Annual Assessment may be increased or decreased as determined by the Board so as to be able to provide for all the services of the Association."

The Owner of a Reconfigured Lot shall be required to pay only one Assessment for such Reconfigured Lot. If any Owner owns a Reconfigured Lot on which two (2) or more Dwelling Units are constructed, the Owner shall pay an assessment for each Dwelling Unit."

8-4-6 ACCESS

As graphically depicted on the Map, each lot is provided vehicular access within the Property via proposed private right-of-ways to be owned by the Homeowner's Association.

8-4-7 PRIVACY

Under Sections of the Covenants and Restrictions, each dwelling unit will be provided visual and acoustical privacy. Landscaping shall be required, as stated in the Covenants and Restrictions, 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. 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.
- c. All utilities serving the Property, including telephone, power, cable television,

and sewer and water lines, will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities service 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 96-40 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.

- d. 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 96-40, with the exception of the minimum right-of-way width. The roads will be 50 feet wide to be consistent with recent, previously approved units at Marsh Landing.
- e. The water and wastewater system shall be constructed to St. Johns Service Company standards and will be dedicated to St. Johns Service Company for ownership and maintenance.
- f. For E-911 Addressing, the overall address is 355 Royal Tern Road South.
- g. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in the following section:

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 96-40 and the St. Johns County Comprehensive Plan shall be included with the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Public Works Department prior to commencement of land clearing and site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 96-40 and shall be depicted on the final plat.

9-1-2 SEPARATION FROM WALKWAY AND STREET

Each unit will have an individual garage and driveway which will provide the required off-street parking. No combined off-street parking and loading facilities will be constructed on the Property.

9-1-3 ENTRANCES AND EXITS

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

9-1-4 INTERIOR DRIVES

As shown on the Final Development Plan, there will be no interior drives on the Property.

9-1-5 MARKING OF PARKING SPACES

Not applicable this project.

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9-1-6 LIGHTING

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

9-1-7 SCREENING

This section is inapplicable, since there will be no parking spaces for ten or more vehicles in any one location on the Property; however, landscaping will be required.

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: Numbers Required

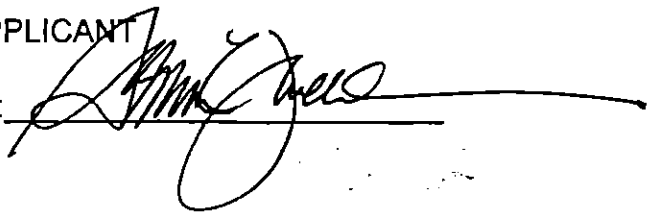
The Property will be used for single-family residential lots, or one (1) single-family per lot, or one (1) single-family per a combination of portions of platted lots. Therefore, in accordance with subsection "a." of Section 9-3, at least one off-street parking space will be provided per dwelling on the same parcel in which it intends to serve. This space, located within the driveway for the residence, is in addition to the two (2) parking spaces allowed for in the two-car garage. A two-car garage is required.

9-4-1 OFF-STREET LOADING REQUIREMENT

Section 9-4-1 is inapplicable since there are no non-residential uses.

APPLICANT

By: _____



A PART OF GOVERNMENT LOTS 3 AND 4, SECTION 17, TOGETHER WITH A PART OF THE WILLIAM HART GRANT, SECTION 55, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 20, MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.70°37'33"W. A DISTANCE OF 91.31 FEET; THENCE N.66°15'02"W. A DISTANCE OF 120.48 FEET; THENCE S.39°52'51"W. A DISTANCE OF 69.75 FEET; THENCE S.27°38'46"W. A DISTANCE OF 237.07 FEET; THENCE N.87°57'17"E. A DISTANCE OF 65.00 FEET; THENCE N.73°26'35"E. A DISTANCE OF 193.00 FEET; THENCE N.31°13'06"E. A DISTANCE OF 192.94 FEET; THENCE N.50°00'47"E. A DISTANCE OF 202.30 FEET; THENCE N.33°41'24"E. A DISTANCE OF 135.72 FEET; THENCE N.56°01'46"W. A DISTANCE OF 120.74 FEET; THENCE S.44°51'48"W. A DISTANCE OF 71.10 FEET; THENCE S.25°16'40"W. A DISTANCE OF 199.06 FEET; THENCE S.56°18'36"W. A DISTANCE OF 108.17 FEET; THENCE S.74°03'17"W. A DISTANCE OF 145.60 FEET; THENCE S.40°14'11"W. A DISTANCE OF 85.15 FEET; THENCE S.67°37'12"W. A DISTANCE OF 91.92 FEET; THENCE N.03°43'53"W. A DISTANCE OF 230.49 FEET; THENCE N.08°44'46"E. A DISTANCE OF 131.53 FEET; THENCE N.48°14'23"E. A DISTANCE OF 187.68 FEET; THENCE N.78°41'24"E. A DISTANCE OF 76.49 FEET; THENCE N.24°46'31"E. A DISTANCE OF 143.18 FEET; THENCE N.55°18'17"E. A DISTANCE OF 158.11 FEET; THENCE N.18°26'06"E. A DISTANCE OF 221.36 FEET; THENCE N.25°01'01"W. A DISTANCE OF 82.76 FEET; THENCE N.14°55'33"E. A DISTANCE OF 170.37 FEET TO A POINT ON THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY; THENCE N.89°10'27"E, ALONG SAID COUNTY LINE, A DISTANCE OF 395.32 FEET; THENCE S.16°57'58"W. A DISTANCE OF 219.89 FEET; THENCE S.73°18'03"E. A DISTANCE OF 104.40 FEET; THENCE DUE SOUTH A DISTANCE OF 70.00 FEET; THENCE S.31°36'27"W. A DISTANCE OF 76.32 FEET; THENCE S.51°00'32"E. A DISTANCE OF 135.09 FEET; THENCE N.26°33'54"E. A DISTANCE OF 167.71 FEET; THENCE N.37°41'39"E. A DISTANCE OF 139.01 FEET; THENCE S.61°41'57"E. A DISTANCE OF 73.82 FEET; THENCE S.07°51'12"E. A DISTANCE OF 146.37 FEET; THENCE S.80°32'16"E. A DISTANCE OF 121.66 FEET; THENCE DUE SOUTH A DISTANCE OF 160.00 FEET; THENCE S.20°37'48"E. A DISTANCE OF 90.82 FEET; THENCE S.06°03'54"W. A DISTANCE OF 160.90 FEET; THENCE S.33°09'02"E. A DISTANCE OF 265.16 FEET; THENCE S.24°59'25"W. A DISTANCE OF 130.19 FEET; THENCE S.86°05'42"W. A DISTANCE OF 293.68 FEET; THENCE S.39°38'39"W. A DISTANCE OF 136.36 FEET; THENCE S.62°12'41"W. A DISTANCE OF 102.03 FEET; THENCE S.21°36'34"W. A DISTANCE OF 175.79 FEET; THENCE S.26°59'43"E. A DISTANCE OF 100.41 FEET; THENCE S.04°16'43"W. A DISTANCE OF 74.74 FEET; THENCE S.36°15'14"W. A DISTANCE OF 186.01 FEET; THENCE S.54°18'18"E. A DISTANCE OF 183.30 FEET TO A POINT ON THE NORTHWEST BOUNDARY OF LOT 21 OF AFOREMENTIONED MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE; THENCE S.44°39'57"W, ALONG SAID NORTHWEST LINE OF LOT 21 AND ITS SOUTHWESTERLY PROJECTION, A DISTANCE OF 75.00 FEET TO THE AFOREMENTIONED MOST NORTHERLY CORNER OF LOT 20 AND THE POINT OF BEGINNING.

PARCEL "B"
MARSH LANDING UNIT THIRTY-TWO

A PART OF GOVERNMENT LOT 3, SECTION 17, TOGETHER WITH A PART OF THE WILLIAM HART GRANT, SECTION 55, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 20, MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.70°37'33"W. A DISTANCE OF 91.31 FEET; THENCE N.66°15'02"W. A DISTANCE OF 120.48 FEET; THENCE S.39°52'51"W. A DISTANCE OF 69.75 FEET; THENCE S.27°38'46"W. A DISTANCE OF 237.07 FEET; THENCE N.78°55'05"W. A DISTANCE OF 151.66 FEET TO A POINT ON A WESTERLY LINE OF GOVERNMENT LOT 4; THENCE N.26°48'16"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 1812.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.26°48'16"W, ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 4, A DISTANCE OF 190.00 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED WILLIAM HART GRANT; THENCE N.00°49'36"W, ALONG THE WEST LINE OF SAID GRANT, A DISTANCE OF 199.92 FEET; THENCE N.47°59'16"E. A DISTANCE OF 159.45 FEET TO A POINT ON THE LINE DIVIDING DUVAL COUNTY FROM ST. JOHNS COUNTY; THENCE N.89°10'27"E, ALONG SAID COUNTY LINE, A DISTANCE OF 290.00 FEET; THENCE S.34°33'12"W. A DISTANCE OF 315.49 FEET; THENCE S.52°31'26"E. A DISTANCE OF 151.21 FEET; THENCE S.21°48'05"W. A DISTANCE OF 26.93 FEET; THENCE S.67°34'39"W. A DISTANCE OF 271.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

reasonable access from such Owner's Lot or Dwelling Unit to a public roadway by such redesignation, relocation or closure.

2.5. Conveyance of Common Property. The Developer may convey the Common Property (including the Common Roads) to the Association at such time as all the planned improvements, if any, are complete, and in the event the Common Property is unimproved, at such time as the Developer determines, but in all events no later than such time as the Developer no longer owns any of the Property. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens except taxes and matters of record prior to conveyance. The Developer may reserve certain rights to itself for use of the Common Property. The Developer or the Association may terminate the designation of land as Common Property without consent or joinder of any Owner or Institutional Mortgagee. Upon conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members, subject to the reserved rights of the Developer and the Association.

III. THE ASSOCIATION

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The Developer has created the Association for the purposes of continuing management and maintenance of the Property and to enforce the terms and conditions of this Declaration.

3.1. Membership. Each current and future Lot Owner will, during the period of ownership, be a member of the Association. Membership in the Association will be appurtenant to, and may not be separated from, ownership of a Lot. Membership shall be transferred automatically by conveyance of the title to a Lot, whereupon the membership of the previous Owner shall automatically terminate. Each Member will be entitled to vote upon all matters coming before the membership as provided in the Articles and Bylaws.

3.2. Regulatory Documents. Each Owner will abide by the terms and conditions contained in this Declaration, the Articles and Bylaws, and the rules and regulations promulgated in accordance therewith.

3.3. Power and Authority of Association. Without limiting any other provision of this Declaration, the Articles or the Bylaws, the Association has the power and responsibility to (a) enforce and implement the restrictions and covenants contained in this Declaration; (b) levy and collect Assessments to provide funds for operating, managing and maintaining the Common Property; and (c) operate, maintain and manage the Common Property.

3.4. Classes of Membership and Voting. The Association shall have two classes of voting memberships.

(a) *Class A.* The Class A Members shall be all Owners of Lots, with the exception of the Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting

1.2. "ARB" means the Architectural Review Board of the Marsh Landing at Sawgrass Master Association, Inc.

1.3. "Articles" means the Articles of Incorporation of the Association, as from time to time amended, a copy of which are attached hereto and made a part hereof.

1.4. "Association" means MARSH LANDING AT SAWGRASS HOMEOWNERS ASSOCIATION VII, INC., a Florida not-for-profit corporation, which has been designated by the Developer to administer and enforce the covenants, conditions, restrictions, easements, charges and liens herein created, including, without limitation, the maintenance and operation of the Common Property and the collection and disbursement of the Assessments herein created.

1.5. "Bylaws" means the Bylaws of the Association, as from time to time amended, a copy of which are attached hereto and made a part hereof.

1.6. "Board" means the Board of Directors of the Association.

1.7. "Common Property" means those tracts of land which are deeded to the Association and such Improvements thereon as are specifically conveyed to the Association. The terms "Common Property" shall also include any personal property acquired by the Association as well as certain areas within the Property designated for maintenance responsibilities which the Association is hereby obligated to maintain, notwithstanding that it may not own the underlying fee simple title. All Common Property is to be devoted to and intended for the common use and benefit of the Owners and their guests, lessees or invitees and the visiting general public, to the extent permitted by the Board or the Association, subject to any operating rules adopted by the Association and subject to any use rights made or reserved by the Developer prior to the conveyance of such Common Property, including the right of Developer to replat part of platted common property to create additional lots, and subject to any and all Permits. The Common Property shall include the Stormwater Management System. Common Property shall not include the facilities which are designated as part of Marsh Landing Country Club, including, without limitation, the golf course, clubhouse, tennis courts, swimming pool and related facilities.

1.8. "Common Roads" means the roads depicted on any plat of the Property. The Common Roads shall be conveyed to the Association upon completion and thereafter maintained by the Association. Unless specifically set forth to the contrary, references to Common Property shall mean and include the Common Roads.

1.9. "Developer" means M. L. Partnership, a Florida general partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to M. L. Partnership as Developer hereunder is not intended and shall not be construed to impose upon M. L. Partnership any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from M. L. Partnership and develop and resell the same. The Developer may also be an Owner, for so long as the Developer shall be the record owner of any Lot. The Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such

14.2. **Additions by Others.** With written approval of the Developer, but without the consent of either the Association or any Owner or Institutional Mortgagee being required, another owner of the Additional Property may make the Additional Property a part of the Property, subject to this Declaration, and the owners of Lots included in the Additional Property members of the Association in the manner provided in this Section.

14.3. **Manner of Adding Additional Property.** Additional Property may be added to the Property and the owners of Lots within the Additional Property made members of the Association by the Developer (and other owner, if applicable) by filing in the public records of St. Johns County, Florida, a supplement to this Declaration with respect to the Additional Property committing and declaring such to be the case (the "Supplemental Declaration"). The execution and recording of a Supplemental Declaration with respect to the Additional Property will extend the operation and effect of this Declaration to the Additional Property and will include the owners of its Lots, if any, in membership in the Association. Provided, however, until such time as the Developer subjects the Additional Property to the Declaration as provided herein, the inclusion of the land as a part of the Additional Property shall in no way encumber the title to the Additional Property which may be held, conveyed, mortgaged and occupied free and clear of this Declaration.

14.4. **Content of the Supplemental Declaration.** The Supplemental Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Developer to reflect the different character, if any, of the other Additional Property.

14.5. **Termination.** The Developer has designated the Association as the entity empowered to administer the provisions of this Declaration; however, the Developer reserves the right to withdraw all or any portion of the Property from this Declaration and subject such lands to a different declaration administered by another property owners association within Marsh Landing at Sawgrass. To that end, the Developer may, without the consent of the Association, any Owner or Institutional Mortgagee being required, terminate the effect of this Declaration upon any land owned by Developer by recording a Termination of Declaration. Upon recording of such termination, the land described therein may be held, occupied, transferred and conveyed free and clear of this Declaration. Notwithstanding the foregoing, for as long as Developer owns any Lot, no single Owner or group of Owners shall have the right to terminate the effect of or withdraw from this Declaration as to their respective Lots without the written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

XV. GENERAL PROVISIONS

15.1. **Enforcement.** The covenants, conditions, restrictions and other provisions of this Declaration will be enforceable by the Developer, the Association or any Lot Owner. Compliance herewith may be enforced in any manner permitted in law or in equity. In the event of violation of the Declaration, the prevailing party shall be entitled to be reimbursed for all costs, including a reasonable attorney's fee (whether incurred before trial, at trial, on appeals, in bankruptcy, or in post-judgment collection) of compelling compliance will be borne by the Owner.

together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration, except as may be expressly adopted in accordance with the terms hereof.

3.6. **Dissolution.** The Association may be dissolved with the written consent of the Class B Member and seventy five percent (75%) of the Class A Members.

IV. ASSESSMENTS

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The Association will impose, levy and collect such funds as are necessary to operate the Association, which funds shall constitute an Assessment against the Lots and Owners as follows:

4.1. **Creation of the Lien and Personal Obligation for Assessments.** All Assessments from time to time levied against a Lot by the Association, including Annual Assessments and Special Assessments (jointly referred to herein as "Assessments"), together with interest on the principal amount of the Assessments from the date due at the maximum rate allowable by law and costs of collection (including reasonable attorney's fees in pre-trial, trial, appellate, bankruptcy and post-judgment collection proceedings) will be a charge on and continuing lien upon that Lot, and will also be the personal obligation of the Owner. By accepting ownership of an interest in a Lot, the Owner will be liable to the Association for all Assessments becoming a lien against that Lot at any time prior to or during the time that the Owner owns an interest in the Lot, together with all interests accruing on the principal amount of those Assessments and the costs of collection. The co-Owners of a Lot will be jointly and severally liable for Assessments, interests and costs. No Owner of a Lot may waive or otherwise escape liability for the Assessments by not using or abandoning Common Property or his Lot. No part of the Property which is not included in a Lot will be subject to Assessments.

4.2. **Purpose of Assessments.** Annual and Special Assessments levied by the Association will be used for the purpose of operating and maintaining the Association, and, operating and maintaining the Common Property (including the Stormwater Management System), including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision, for planting and maintaining trees and shrubbery within the rights of way, for accounting and legal services, and for such other permissible activities undertaken by the Association.

4.3. **Annual Assessment.** The Board will fix the Annual Assessment based upon the projected financial needs of the Association, as determined by the Board. At the annual meeting of the Board, the Board will adopt a budget, determine the rate of Annual Assessment, and as soon as is practicable after the annual meeting of the Association, mail bills for the Annual Assessment to the Owners at their last known address.

4.4. **Amount of Annual Assessment.** The total assessments charged to each Lot subject to this Declaration may not be uniform, but all Annual Assessments will be at a

uniform rate for each Lot subject to the Declaration. The amount of the Annual Assessment for the period from the commencement of the Assessments to the end of the first calendar year shall be as set forth in the budget adopted by the Board. Thereafter the Annual Assessment may be increased or decreased as determined by the Board so as to be able to provide for all the services of the Association.

The Owner of a Reconfigured Lot shall be required to pay only one Assessment for such Reconfigured Lot. If any Owner owns a Reconfigured Lot on which two (2) or more Dwelling Units are constructed, the Owner shall pay an assessment for each Dwelling Unit.

4.5. **Special Assessments.** In addition to Annual Assessments, the Association may levy Special Assessments as follows:

(a) "General Special Assessments" shall be assessed against all Owners of Lots for purposes which benefit all the members of the Association. General Special Assessments may be levied for a calendar year, applicable to that calendar year only, for any purpose approved by the Board. However, no General Special Assessment may be levied during a calendar year if it exceeds fifty percent (50%) of the Annual Assessment for that calendar year unless approved by a majority vote or written consent of the Owners.

(b) "Limited Special Assessments" shall be assessed against all Owners of Lots in a specified portion of the Property for the purpose of maintenance, repair, or any other purpose which serves such Lots but not all the Property (including, without limitation, ornamental street lights, decorative fountains, brick pavers, ornamental statutes, or other decorative items, or items or irrigation systems which are located within and serve a particular portion of the Property). Limited Special Assessments may be added to the Annual Assessments or billed as a Special Assessment at the discretion of the Association.

(c) "Specific Special Assessments" shall be assessed against specific Owners of Lots for failing to comply with this Declaration. Specific Special Assessments shall be assessed against an Owner after the Board or its agent gives such Owner written notice of the violation of the Declaration, the Articles, or Bylaws or the rules and regulations and a period of time to cure the violation. If the Owner fails to cure such violation within the cure period or violates the terms of the Declaration, Articles, Bylaws or rules and regulations again, the Board may assess a Specific Special Assessment against the Lot to cure such violation, and if it is not paid within thirty (30) days then in such event the Board may file a claim of lien and foreclose such lien as elsewhere provided herein.

4.6. **Reserves.** The Board may, in its discretion, establish and maintain such reserves as it deems reasonable or necessary for working capital, contingencies, replacements, and the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board may from time to time approve, which shall constitute a portion of the annual budget and will be maintained out of the Assessments. The amount and manner of collection of reserves shall be as determined by the Board in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote or written consent

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK K PAGE 88

I, CHERYL STRICKLAND, 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. 97-03

**Adopted by the Board of County Commissioners of St. Johns
County, Florida, at a regular meeting of said Board on January
14, 1997**

CHERYL STRICKLAND
CLERK OF COURTS

97 JAN 24 PM 1:51

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY FL

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 **24th** day of **January, 1997**.

CHERYL STRICKLAND
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)