

RESOLUTION NO. 97-35  
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
TURNBERRY AT SAINT JOHNS  
WITHIN THE SAINT JOHNS INTERCHANGE PARCELS PUD  
LOCATED WITHIN THE PARCEL OF LAND  
ZONED PUD PURSUANT TO PUD ORDINANCE 91-36  
AS MODIFIED BY PUD ORDINANCE 94-55  
AND PLANNING AND ZONING RESOLUTIONS  
95-034, 96-009, AND 96-020

WHEREAS, it is found that:

- a. The Final Development Plan for Turnberry at Saint Johns, as submitted by SJH Partnership, Ltd., has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance;
- b. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 2-6-97, 1997;
- c. The request is consistent with the Comprehensive Plan, the PUD cited above ("PUD") and is compatible with development patterns in the surrounding area; and
- d. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance.

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

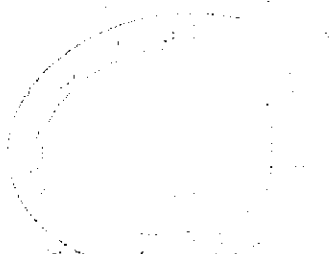
**Section 1.** Pursuant to a request for approval to construct up to 225 single family lots together with certain ancillary and accessory recreational uses (collectively, "Turnberry at Saint Johns") made by the applicant in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the legal description attached hereto as Exhibit A, the Boundary Survey attached hereto as Exhibit B and the Final Development Plan attached hereto as Exhibit B-1 relating to that portion of the PUD, and which is known as Turnberry at Saint Johns, is hereby approved in reliance upon, and in accordance with the representation and statements made in such application in the Final Development Plan Narrative attached hereto as Exhibit C, and in 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 an approved Final Development Plan (FDP), the PUD Ordinance, or the Development of Regional Impact Development Order (DRI/DO), all building code, zoning ordinance, and other land use and development regulations of St. Johns County, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Resolution 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 resolution except as specifically provided for and described in this Resolution or the incorporated FDP narrative.

**Section 3.** Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Engineering Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained.

**Section 4.** All attachments included herein are incorporated herein and made a part of this Resolution.

ADOPTED on 11 day of March, 1997.



BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Grupa Paethi*  
Deputy Clerk

EFFECTIVE DATE: March 11, 1997

P. U. D. OFF. REC.  
BOOK K PAGE 176

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL 17

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID SECTIONS 38 AND 44, AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 14°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 FEET; THENCE SOUTH 75°04'08" EAST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°08'00" EAST, A DISTANCE OF 212.83 FEET; THENCE SOUTH 84°06'59" EAST, A DISTANCE OF 143.67 FEET; THENCE NORTH 36°07'29" EAST, A DISTANCE OF 71.88 FEET; THENCE NORTH 21°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'13" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" EAST, A DISTANCE OF 169.09 FEET; THENCE SOUTH 83°56'39" EAST, A DISTANCE OF 193.94 FEET; THENCE SOUTH 70°40'54" EAST, A DISTANCE OF 90.54 FEET; THENCE DUE SOUTH, A DISTANCE OF 71.31 FEET; THENCE SOUTH 71°33'54" EAST, A DISTANCE OF 125.29 FEET; THENCE NORTH 36°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 85°41'12" EAST, A DISTANCE OF 186.12 FEET; THENCE SOUTH 66°04'54" EAST, A DISTANCE OF 159.36 FEET; THENCE SOUTH 39°12'26" EAST, A DISTANCE OF 171.94 FEET; THENCE SOUTH 19°23'02" WEST, A DISTANCE OF 174.64 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTH 29°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°26'47" WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 12°08'05" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62°44'58" WEST, A DISTANCE OF 16.27 FEET; THENCE SOUTH 21°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°06'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 298.81 FEET; THENCE NORTH 46°16'39" EAST, A DISTANCE OF 241.42 FEET; THENCE NORTH 63°26'06" EAST, A DISTANCE OF 282.24 FEET; THENCE NORTH 78°20'27" EAST, A DISTANCE OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°43'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 194.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" EAST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°41'15" EAST AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°44'05" EAST AND A CHORD DISTANCE OF 32.98 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 17°24'57" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°19'43" WEST AND A CHORD DISTANCE OF 58.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°02'04" WEST, A DISTANCE OF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°14'03" WEST AND A CHORD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°31'41" WEST AND A CHORD DISTANCE OF 113.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°37'19" WEST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 18.90 FEET; THENCE SOUTH 28°48'51" WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 31°48'49" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 56°22'24" WEST, A DISTANCE OF 60.55 FEET; THENCE SOUTH 42°57'16" WEST, A DISTANCE OF 29.27 FEET; THENCE SOUTH 28°16'53" WEST, A DISTANCE OF 32.94 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 39°40'29" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 47°23'31" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 37°55'19" WEST, A DISTANCE OF 27.93 FEET; THENCE SOUTH 38°03'10" WEST, A DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE OF 32.66 FEET; THENCE SOUTH 56°27'52" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 43°11'39" WEST, A DISTANCE OF 32.28 FEET; THENCE SOUTH 41°51'18" WEST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, A DISTANCE OF 33.11 FEET; THENCE SOUTH 46°20'08" WEST, A DISTANCE OF 30.67 FEET; THENCE SOUTH 49°10'59" WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'34" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°41'58" WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°54'40" WEST, A DISTANCE OF 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°34'52" WEST AND A CHORD DISTANCE OF 282.97 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF NORTH 73°28'15" WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°21'59" WEST AND A CHORD DISTANCE OF 44.86 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 27°08'43" EAST, A DISTANCE OF 103.53 FEET; THENCE SOUTH 54°30'32" WEST, A DISTANCE OF 501.05 FEET; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" WEST, A DISTANCE OF 58.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°04'10" WEST, A DISTANCE OF 60.80 FEET; THENCE NORTH 37°36'59" WEST, A DISTANCE OF 145.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°59'51" WEST AND A CHORD DISTANCE OF 80.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'48" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 FEET; THENCE NORTH 30°11'11" WEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

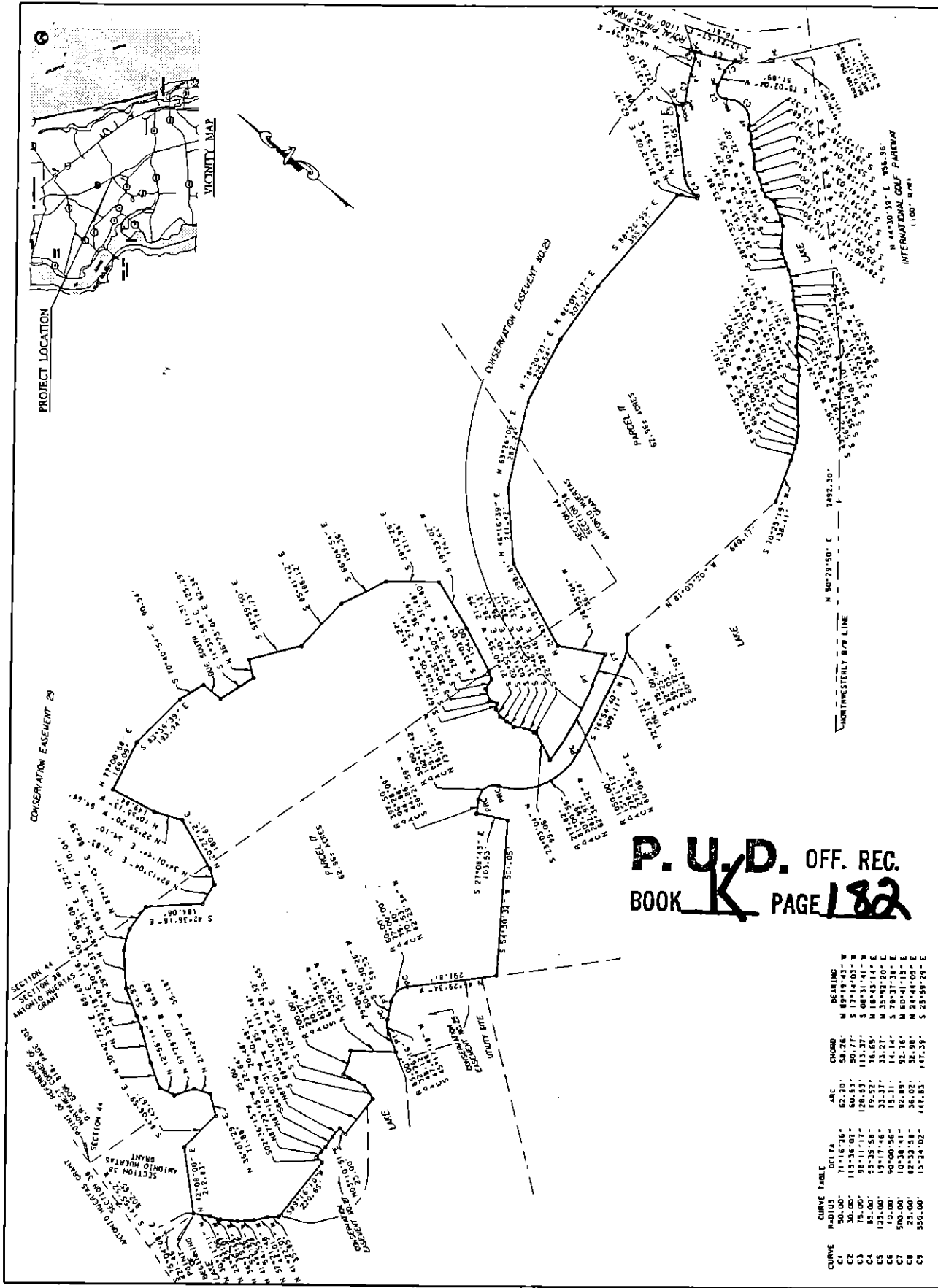
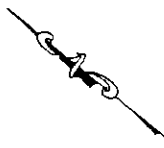
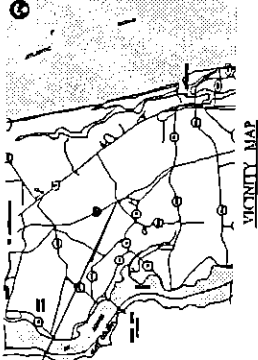
CONTAINING 62.96 ACRES MORE OR LESS.

P. U. D. OFF. REC.  
BOOK K PAGE 181

EXHIBIT B  
BOUNDARY SURVEY



PROJECT LOCATION

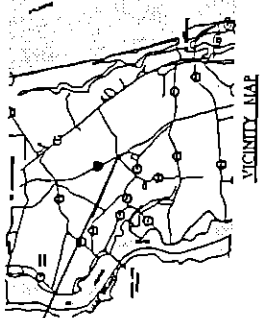


P. U. D. OFF. REC.  
BOOK **K** PAGE **182**

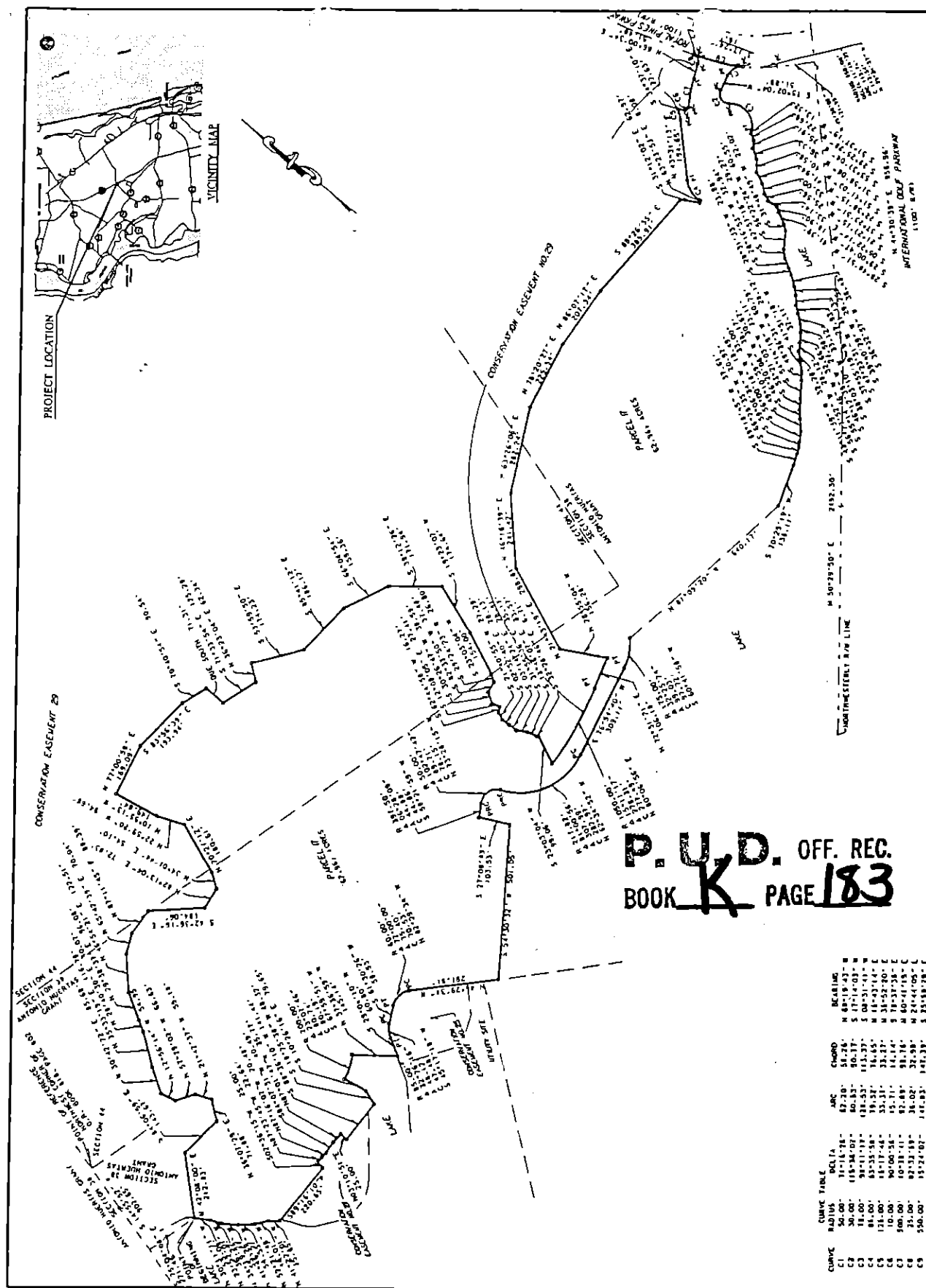
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	71°16'26"	62.70'	58.26'	M 89°19'43"
C2	50.00'	119°36'01"	60.53'	50.77'	M 17°14'03"
C3	85.00'	48°15'17"	28.53'	13.37'	S 08°31'41"
C4	125.00'	15°17'56"	15.37'	7.55'	M 84°43'14"
C5	10.00'	90°00'56"	15.31'	14.14'	S 73°31'38"
C6	500.00'	10°38'41"	92.83'	92.76'	M 80°41'13"
C7	25.00'	82°52'58"	36.02'	32.98'	M 21°44'03"
C8	350.00'	15°24'02"	147.83'	147.39'	S 25°59'28"

<p><b>BHR</b>          BESSENT, HAMMACK &amp; RUCKMAN, INC.          CONSULTING AND DESIGN ENGINEERS          1100 CORPORATE SQUARE BLVD.          JACKSONVILLE, FLORIDA 32216          (904) 721-2591</p>		<p>HARPER'S RUN          AT SAINT JOHNS          MASTER DEVELOPMENT PLAN PHASE NO. 17          WITHIN THE          SAINT JOHNS DRI/PUD          FOR          SJH PARTNERSHIP, LTD.</p>		<p>EXHIBIT B          TO RESOLUTION          BOUNDARY          SURVEY</p>									
<p>DATE:  <b>OCT 1996</b></p>		<p>SCALE:  <b>1" = 200'</b></p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION	BY				
NO.	DATE	DESCRIPTION	BY										
<p>PROJECT NO.:  <b>96219.02</b></p>		<p>DESIGNED BY:  <b>M. JOHNSON</b></p>		<p>DRAWN BY:  <b>M. JOHNSON</b></p>									
<p>DRAWING</p>		<p>CHECKED BY:  <b>M. JOHNSON</b></p>		<p>PREFERENCE</p>									

PROJECT LOCATION



VICINITY MAP



P. U. D. OFF. REC.  
BOOK **K** PAGE **183**

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	31°14'18"	57.20'	58.26'	N 89°18'43" W
C2	50.00'	15°54'09"	40.83'	50.37'	S 17°14'03" W
C3	50.00'	98°11'19"	138.53'	133.37'	S 00°31'41" W
C4	125.00'	61°17'44"	75.37'	56.55'	M 16°03'44" E
C5	10.00'	90°00'54"	15.71'	12.14'	M 31°52'00" E
C6	500.00'	10°31'11"	92.89'	58.16'	M 60°14'05" E
C7	35.00'	92°32'19"	38.02'	32.98'	M 24°14'05" E
C8	500.00'	15°27'02"	147.83'	142.39'	S 25°18'28" E

SCALE: 1"=200'		DESCRIBED BY: M. JOHNSON		DATE		NO.		R C V I S I O N S	
DRAWN BY: M. JOHNSON		CHECKED BY: M. JOHNSON		DESCRIPTION		BY			
<b>EXHIBIT B</b> <b>TO RESOLUTION</b> <b>BOUNDARY</b> <b>SURVEY</b>									
<b>TURNBERRY</b> <b>AT SAINT JOHNS</b> MASTER DEVELOPMENT PLAN PARCEL NO. 17 WITHIN THE SAINT JOHNS DRI/PUD FOR SJH PARTNERSHIP, LTD.									
<b>BHR</b> BESSENT, HAMMACK & RUCKMAN, INC. CONSULTING AND DESIGN ENGINEERS 1408 CORPORATE CENTER BLDG. JACKSONVILLE, FLORIDA 32202									
DRAWING		1		2		3			
DATE:		FEB. 1997		PROJECT NO.:		96278.02			

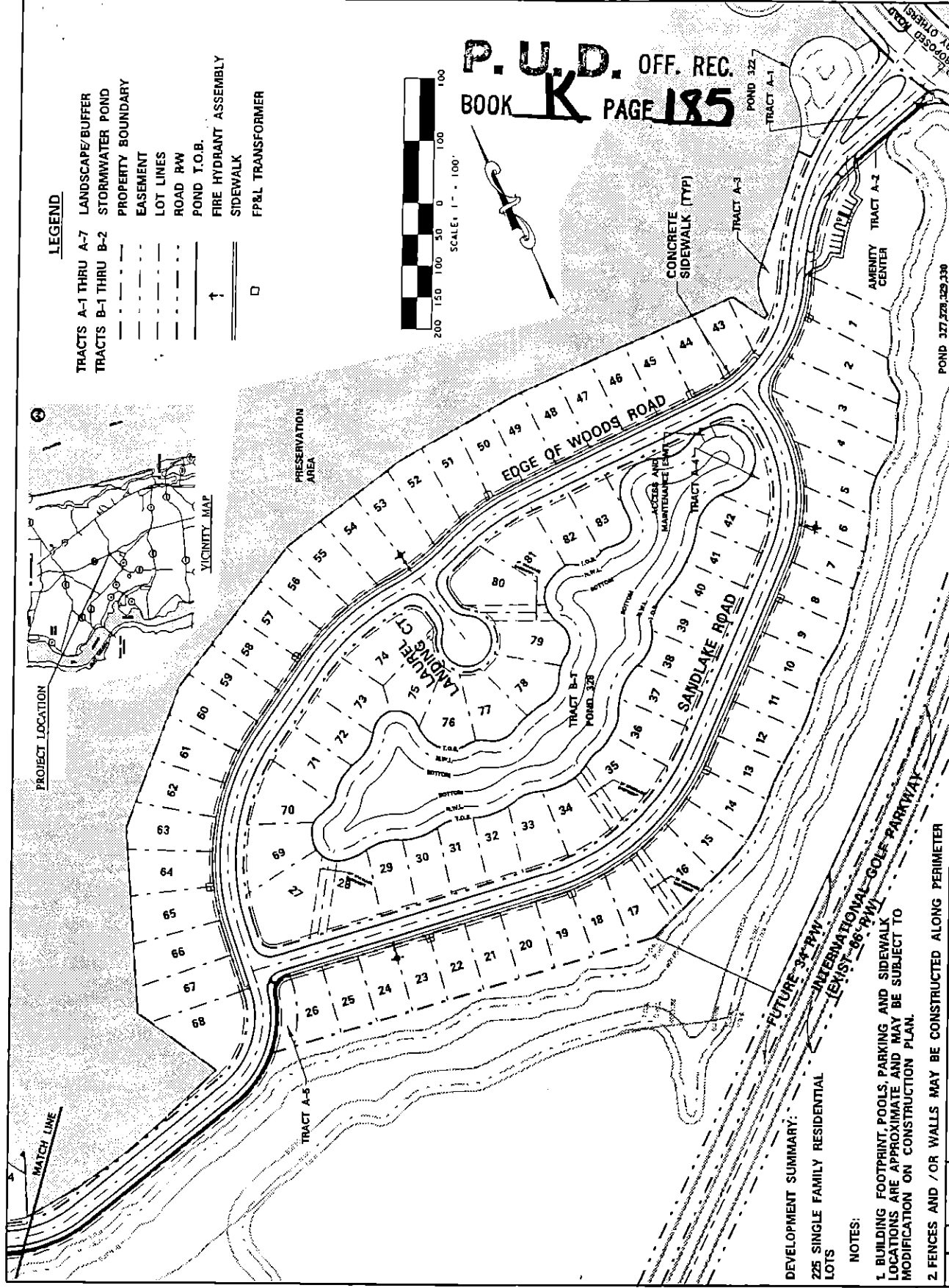
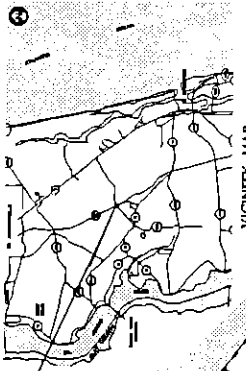
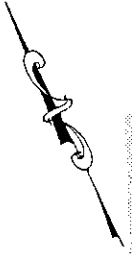
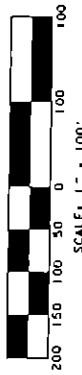
P. U. D. OFF. REC.  
BOOK K PAGE 184

EXHIBIT B-1  
FINAL DEVELOPMENT PLAN MAP  
REDUCTION

P.U.D. OFF. REC.  
BOOK **K** PAGE **185**

**LEGEND**

- TRACTS A-1 THRU A-7 LANDSCAPE/BUFFER
- TRACTS B-1 THRU B-2 STORMWATER POND
- PROPERTY BOUNDARY
- EASEMENT
- LOT LINES
- ROAD R/W
- POND T.O.B.
- ↑ FIRE HYDRANT ASSEMBLY
- SIDEWALK
- FP&L TRANSFORMER



NO.	DATE	DESCRIPTION	BY
1	1-18-97	REVISED PER DMC COMMENTS	MOJ
2	2-24-97	REVISED TO SHOW ACCESS AND MAINT. ESMT.	MOJ

SCALE: 1" = 100'  
DESIGNED BY: M. JOHNSON  
DRAWN BY: M. JOHNSON  
CHECKED BY: \_\_\_\_\_  
PREFERENCE: \_\_\_\_\_

**EXHIBIT B-1  
TO RESOLUTION  
FINAL DEVELOPMENT  
PLAN**

**TURNBERRY  
AT SAINT JOHNS**  
MASTER DEVELOPMENT PLAN PARCEL NO. 17  
WITHIN THE  
SAINT JOHNS DRI/PUD  
**FOR  
S/JH PARTNERSHIP, LTD.**

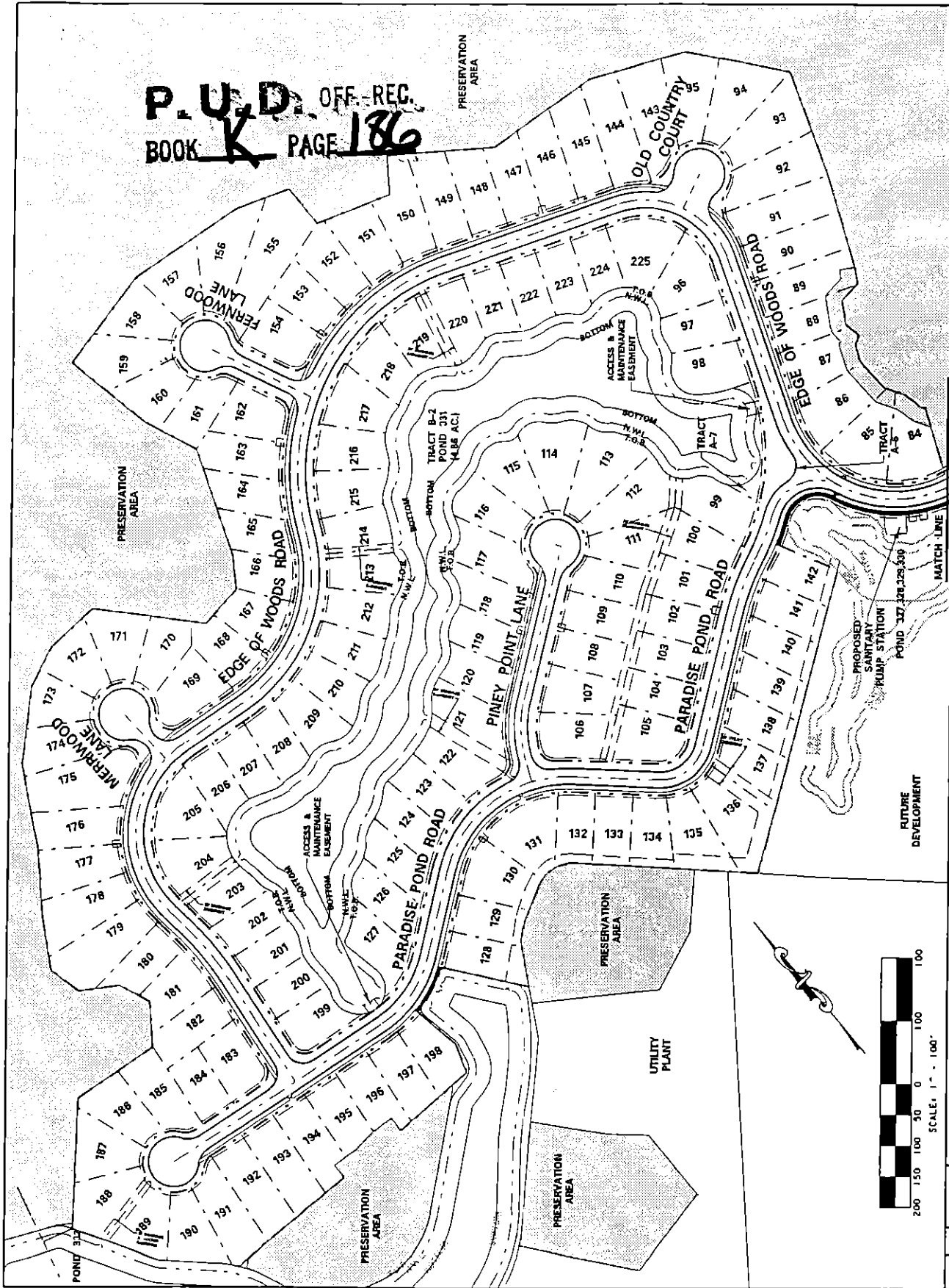
**BHR**  
BESSENT, HAMMACK & RUEKMAN, INC.  
CONSULTING AND DESIGN ENGINEERS  
100 CORPORATE SQUARE BLVD.  
JACKSONVILLE, FLORIDA 32216  
(904) 731-2991

**DEVELOPMENT SUMMARY:**  
225 SINGLE FAMILY RESIDENTIAL  
LOTS

**NOTES:**  
1. BUILDING FOOTPRINT, POOLS, PARKING AND SIDEWALK  
LOCATIONS ARE APPROXIMATE AND MAY BE SUBJECT TO  
MODIFICATION ON CONSTRUCTION PLAN.  
2. FENCES AND /OR WALLS MAY BE CONSTRUCTED ALONG PERIMETER

DRAWING NO. 2101  
DATE: FEB 1997  
PROJECT NO.: 96219.02

P.U.D. OFF REC.  
 BOOK **K** PAGE **186**



NO.	DATE	DESCRIPTION	BY
1	1-28-97	REVISED PER DRC COMMENTS	MJO
2	2-21-97	REVISED TO SHOW ACCESS AND MAINT. EASMT.	DF

SCALE: 1" = 100'  
 DESIGNED BY: M. JOHNSON  
 DRAWN BY: M. JOHNSON  
 CHECKED BY:

**EXHIBIT B-1  
 TO RESOLUTION  
 FINAL DEVELOPMENT  
 PLAN**

**TURNBERRY  
 AT SAINT JOHNS**  
 MASTER DEVELOPMENT PLAN PARCEL NO. 17  
 WITHIN THE  
 SAINT JOHNS DRI/PUD  
 FOR  
**SJH PARTNERSHIP, LTD.**

**BHR**  
 BESSENT, HAMMACK & RUCKMAN, INC.  
 CONSULTING AND DESIGN ENGINEERS  
 1800 CORPORATE SQUARE S.W.  
 JACKSONVILLE, FLORIDA 32256

DRAWING	3	5	3
DATE:	FEB 1997		
PROJECT NO.:	86210.02		

DO NOT SCALE THIS DRAWING DIMENSIONS AND NOTES TAKE PRECEDENCE

P. U. D. OFF. REC.  
BOOK K PAGE 187

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

TURNBERRY AT SAINT JOHNS

WITHIN THE

SAINT JOHNS INTERCHANGE PARCELS PUD (91-36)  
AS MODIFIED BY PUD ORDINANCE 94-55

Submitted by:

SJH Partnership, Ltd.

NOVEMBER 4, 1996  
REVISED DECEMBER 16, 1996  
REVISED JANUARY 15, 1997  
REVISED FEBRUARY 13, 1997

SJH Partnership, Ltd. 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 Turnberry at Saint Johns. The Final Development Plan consists of a legal description identified as Exhibit A, a boundary survey identified as Exhibit B, a two page map identified as Exhibit B-1 to the Resolution (the "Map"), this text identified as Exhibit C to the Resolution (the "Text"), and sections of the Declaration of Covenants and Restrictions for the Saint Johns Northwest Master Association identified as Exhibit D. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to PUD Ordinance 91-36 as modified by PUD Ordinance 94-55 and Planning and Zoning Resolutions 95-034, 96-009 and 96-020. The area encompassed by this Final Development Plan is part of the area identified as "Parcel 17" on the PUD approved Master Plan (the "Master Plan"). Development of this land is consistent with the Master Plan Map and all other requirements of the DRI/PUD.

Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Engineering Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained.

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

The Final Development Plan Map depicts the general configuration and location of lots, drives, parking areas, and amenities within Turnberry at Saint Johns. The location and configuration of facilities may be modified on the construction plans provided: 1) There is no increase in impacts versus the development approved in the FDP, and 2) the Engineering Department has approved the changes as conforming to the Paving and Drainage Ordinance and any other applicable County ordinances. Development on this ±63-acre site shall include up to 225 single family lots, together with certain ancillary and accessory recreational uses (collectively, "Turnberry at Saint Johns"). An Amenity Center is for residents use only and may include a pool, cabana and other facilities as deemed appropriate by the developer. 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.

#### 8-4-2 Open Space

Open space for the Saint Johns project is provided in the extensive preservation areas shown on the Master Plan for the PUD. There is no open space identified within Turnberry at Saint Johns. Lots 84 thru 89 and 194 thru 196 are subject to an undisturbed natural buffer as shown on the map. This area will be shown on the plat as an undisturbed natural buffer.

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

All development which is to occur within Turnberry at Saint Johns will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 225 residences in this phase. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Every parcel upon which a residence is constructed will have a total

area equal to or greater than 5,000 square feet. The lot setbacks are as follows: Front - 20 feet, Rear - 10 feet, and Side - 5 feet. Accessory uses and structures shall adhere to the setback requirements as stated herein. The Developer has the right to release lots from minor violations as set forth in covenants. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. The minimum lot width at the front setback line is 45 feet.

Temporary construction/sales trailers may be used within the Subdivision during the construction period. The temporary trailers may be relocated within the project as construction stages proceed. All temporary trailers will be removed within 30 days of the issuance of the certificate of occupancy for the last unit developed.

There may also be model homes constructed. Model homes may include sales, administrative, or construction management offices. Parking for the model homes and sales offices will be located within the driveway. Model homes may have one sign each, located on the lot. The signs will be constructed of natural materials and be no larger than 6 feet wide by 8 feet high. No lot sales will occur prior to recording a plat.

There may also be an entry sign. The entry sign may be dual faced, with an area up to 120 square feet per face and a height not to exceed 10 feet, may include lighting, landscaping and decorative features. Lighting for the signs will be directed as not to interfere with traffic.

There may also be a temporary sales sign located off-site, adjacent to the International Golf Parkway right-of-way. The sign may be dual faced or "V" shaped, with a total area per face of up to 80 square feet. The sign may be lighted and landscaped. Lighting for the signs will be directed as not to interfere with traffic. The sign will be removed within 30 days after the last lot is sold.

A sidewalk shall be provided along one side of the main roads within the project. Where lots have frontage along a sidewalk, the sidewalks will be constructed subsequent to construction of the home. Sidewalks in common areas will be installed at the time of road construction.

The maximum height of the structures within the Subdivision shall be no more than 40 feet. If height limitations change in the PUD, the same height condition will apply to the FDP. All structures will conform to the fire safety criteria of St. John's County.

#### 8-4-4 Project Size

The Interchange PUD consists of ±1,947 acres. This Final Development Plan consists of ±63 acres.

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

There is no open space within Turnberry at Saint Johns. The open space requirements for the Saint Johns project are satisfied within the preservation areas shown on the Master Development Plan for the PUD. However, the lake areas on the site will be subject to certain maintenance rights to be established under a document entitled Declaration of Covenants and Restrictions for Saint Johns - Northwest Master (the "Covenants"). This document has been recorded. Adequate management and maintenance is assured by the following provisions in the Covenants:



- a. Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc. (Section 4.1)
- b. Appropriately limit the use of common property. (Section 4.2)
- c. Place responsibility for management and maintenance of common property. (Section 4.4)
- d. Place responsibility for enforcement of covenants. (Section 4.4)
- e. Permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Section 5.1)

The referenced sections of the Covenants are attached as Exhibit D.

There will also be covenants for the maintenance of other common areas within this development. Said covenants will be recorded prior to the sale of any lots.

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the Property.

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. All utility facilities proposed for dedication to St. Johns County must be acceptable by the County as to the size, shape, location, and shown by the applicant to be of benefit to the general public.
- b. Requirements for off-street parking and loading as 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. 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 96-40 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 96-40, as amended, except that a right-of-way of 50 feet with curb and gutter shall be provided on interior drives. A utility easement of 5 feet in width or greater is provided outside of the right-of-way on each side as stated in section 11.2.1 of the ordinance.

#### 9-1-1 Drainage

The Final Development Plan map depicts components of the permitted master stormwater system within and adjacent to Turnberry at Saint Johns. A separate Final Development Plan has been approved for the master stormwater system.

Maintenance of the stormwater ponds shall be provided by the following maintenance and access easements: an easement from the normal water line (NWL) to Top of Bank (TOB) and an additional 6 feet landward from the TOB for maintenance and access, and access easements adjacent to roads with frontage along the ponds. The easements will be indicated on the final plat in the following locations: Tract A-7, Tract A-4 and the area between lots 199 and 127 as labeled on the FDP map. The provision of easements in the aforementioned locations will permit adequate maintenance access in accordance with Section 10.6.7 of Ordinance 96-40.

#### 9-1-2 Separation from Walkway and Street

Off-street parking and loading facilities shall be separated from walkways, sidewalks, streets, or alleys by a wall, fence, curbing, landscaping, earthen mounds, or other approved screening device.

#### 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

Interior drives shall provide for curb and gutter within a 50 foot right-of-way.

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

Parking spaces shall be marked, by painted lines or curbs or other means to indicate individual spaces. Accessible parking spaces shall be designed and constructed in conformance with the Florida Accessibility Code. Signs or markers shall be used as necessary to ensure efficient traffic operation of the lots.

9-1-6 Lighting

Adequate lighting shall be provided if off-street parking or loading facilities are to be used at night. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 Screening

There are no off-street parking spaces for ten or more automobiles located closer than 40 feet to a lot zoned residential.

9-2 Location

The required off-street parking facilities will be provided within the areas identified on this Final Development Plan Map.

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

The off-street parking spaces required for the amenity center are as follows:

Amenity Center Up to 1,500 SF at 1 Space per 300 SF - 5 Spaces

The number of parking spaces provided shall meet or exceed this requirement.

In addition to the regular parking spaces, the Florida Accessibility Code requirements are as follows:

For Accessible Spaces:

Total Parking Spaces	= 5
Required Accessible Spaces	= 1

The number of accessible spaces provided meets the requirement.

9-4-1 Off-Street Loading Requirements

The off-street loading requirements specified in 9-4-1 shall be met and locations shown on the construction plans.

APPLICANT'S REPRESENTATIVE

By: Daniel R. Amartz

ATTACHMENT A

GENERATION RATES  
Turnberry at Saint Johns

P. U. D. OFF. REC.  
BOOK K PAGE 193

A. Solid Waste

<u>Category</u>	<u>Units</u>	<u>Pounds Per Day Per Home</u>	<u>Scope</u>	<u>Pounds per Day</u>
Residential	Homes	16.64	225	3,744
<b>TOTAL</b>				<b>3,744</b>

B. Mass Transit

225 homes x 2.5 person/home x 1.5 percent = 9 transit trips/day.

P. U. D. OFF. REC.  
BOOK K PAGE 194

EXHIBIT D

COVENANTS AND RESTRICTIONS

(ARTICLE IV, SECTIONS 4.1, 4.2, AND 4.4;  
ARTICLE V, SECTION 5.1)

50 Rec - 201.00  
Jur - 25.50

P. U. D. OFF. REC.  
BOOK K PAGE 195

Recorded in Public Records St. Johns County, FL  
Clerk# 96025823 O.R. 1185 PG 595...:25PM 07/24/96  
Recording \$201.00 Surcharge \$25.50

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SAINT JOHNS - NORTHWEST MASTER

THIS DOCUMENT PREPARED BY  
AND RETURN TO:

*Jenks*  
→

Thomas M. Jenks, Esq.  
Pappas Metcalf & Jenks, P.A.  
200 West Forsyth Street  
Suite 1400  
Jacksonville, FL 32202-4327

P. U. D. OFF. REC.  
 BOOK K PAGE 196

shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of the Declaration. Addition of lands to the Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. The Developer reserves the right to supplement this Declaration to the land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 Withdrawal of Lands. With the consent and joinder of the Subassociations and Owners holding a majority of the vote in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Further, no portion of the Property owned by the County, as such term is hereafter defined, shall be so withdrawn without the County's written consent, and notwithstanding any provision of this Declaration to the contrary, this right of consent shall not be amended without the County's prior written authorization. Upon the Developer's request, the consent and joinder of each and every Subassociation and Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV  
COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association within one hundred twenty (120) days after the Developer shall no longer own any Lot, Building Site, or Golf Course Parcel within the Property, or at such earlier date as the Developer may determine in its sole discretion, and the Association shall accept such conveyance or assignment.

Section 4.2 Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of or any parts of the Property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") Development of Regional Impact Development Order ("DRI") or an environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area  
Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, Building Site, or Golf Course Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, Building Site, Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot, Building Site, or Golf Course Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, Building Site or Golf Course Parcel which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in



such land. No land owned by the Developer shall be deemed to be a Common Area unless such land is expressly referenced as such in Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 4.3, unless the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments, and other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. (a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such

P. U. D. OFF. REC.  
BOOK K PAGE 199

maintenance and operation. Any repair or reconstruction of Surface Water or Stormwater Management System shall be permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the Association shall fail to maintain the Surface Water or Stormwater Management System located within the Property in accordance with the requirements and standards established by this Declaration, then either the St. Johns Southeast Master Association, Inc., a Florida non-profit corporation ("Southeast Master Association"), and the St. Johns Northeast Master Association, Inc., a Florida non-profit corporation ("Northeast Master Association"), shall each have the right to perform such maintenance on behalf of the Association upon not less than fifteen (15) days prior written notice to the Association of the intent of either the Southeast Master Association or Northeast Master Association to perform such maintenance. Any and all costs and expense incurred by the Southeast Master Association or Northeast Master Association in performing maintenance on the Surface Water or Stormwater Management System located within the Property shall be immediately reimbursed by the Association to the party incurring such costs or expense.

Section 4.5 Easement for Maintenance Purposes. The Developer hereby grants to the Association, the Southeast Master Association, and the Northeast Master Association, and their respective successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation Assessments. Each Owner of a Lot, Building Site or Golf Course Parcel within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in a such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot, Building Site, or Golf Course Parcel against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-109-0122 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

STATE OF FLORIDA

COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK K PAGE 201

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. 97-35**

**Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on March 11, 1997.**

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY FL  
97 MAR 14 AM 10:28  
CHERYL STRICKLAND  
CLERK OF COURTS

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 13th day of March, 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

