

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR SWIFT CREEK ISLAND AT MARSH LANDING
ZONED PUD PURSUANT TO ORDINANCE 75-15**

WHEREAS, the Final Development Plan for Swift Creek Island at Marsh Landing 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 Dec 19, 1996; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- C. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 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 Swift Creek Island at Marsh Landing made by Prosser, Hallock and Kristoff, Inc. on behalf of Fletcher Realty III, 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, dated November 25, 1996, relating to that portion of the PUD, and which is known as Swift Creek Island at Marsh Landing is hereby approved in reliance therein, and on the findings of fact above which are incorporated herein by reference, and are approved based on the representation and statements made therein and in the Final Development Plan Text dated December 20, 1996, attached hereto as Exhibit B.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time

to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule or Resolution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD narrative.

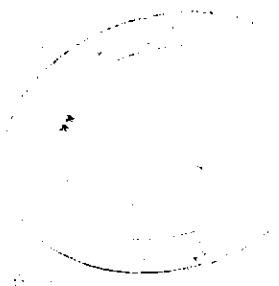
Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit A until:

- a. Submission to the 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 Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District and Management Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County 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 until the Declaration of Covenants and Restrictions for Swift Creek Island at Marsh Landing are 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 97-4.

PASSED AND ADOPTED this 14 day of January, 1997.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: [Signature]
Deputy Clerk

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

**SWIFT CREEK ISLAND
EXHIBIT B
TO THE RESOLUTION
December 20, 1996**

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Applicant: Fletcher Realty III

Agent: Prosser, Hallock & Kristoff, Inc.

On behalf of Fletcher Realty III, Prosser, Hallock & Kristoff, Inc. 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 residential lot to be known as Swift Creek Island. The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map") and this text identified as Exhibit B to the Resolution (the "Text"). The Property consists of 5.5 acres and 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 adjacent to Unit 27. This FDP is for a single family residence fronting on a platted right-of-way and existing roadway, therefore, no public improvements are proposed. Since no public improvements are proposed, neither engineering/construction plans nor a plat will be required for this Property.

ADDITIONAL INFORMATION:

- A. Swift Creek Island consists of one (1) primary island and two (2) smaller secondary islands. A single-family residence will be constructed on the primary island. Swift Creek Island lies on an existing platted Right-of-Way and is surrounded by marsh.
- B. The two (2) smaller islands may be accessed by boardwalks to be constructed from the main island. These smaller islands will be used for passive type recreational uses.
- C. A guest house with a kitchen will be permitted on the primary island (Island A) or Island B. This house will not be available for rent nor will it be able to be sold separately from the main house or subdivided.
- D. Upon approval of this FDP, the lot may be developed and sold.

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

8-4-1 Density of Development

There will be one single-family dwelling on this property.

8-4-2 Open Space

There will be no common open space area on the property. The open space will consist of the marsh area and Islands B and C, and this area will be owned and maintained by the private owner of Swift Creek Island.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance. "There will be only one residence on the Property. There will be a buffer along the property lines which either front or abut marsh. This buffer will be either a 10 foot wide area of existing vegetation or a five (5) foot wide low landscape berm which will filter any runoff from the lots. Decks, boardwalks and accessways are permitted through this area. Accessways will be for pedestrians. In addition to the above environmental setbacks, an additional five (5) foot building setback from the buffer will be required (swimming pools, decks, etc. will be permitted within this five (5) foot area). In other words, if the home owner utilizes the 10 foot natural vegetation buffer option, then their total setback will be 15 feet. However, if the owner opts to use a five foot wide low landscape berm, then the total setback will be 10 feet. Approval by the 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 on this lot shall be no more than 48 feet. No building shall exceed a maximum building height of 48 feet above the lowest point of the finished grade at the perimeter of the main structure. If the structures are over 35 feet, then each structure must meet and conform to the NFPA (National Fire Protection Agency) 13D Design criteria which requires an automatic sprinkler system throughout the house. Also per the NFPA Code, vehicular access for all Fire Department vehicles must be provided within 150 feet of any structure on the island(s).

8-4-4 Project Size

The Marsh Landing PUD consist of approximately 1,700 acres. Swift Creek Island consists of approximately 5.5 acres.

8-4-5 Support Legal Documents for Open Space

There will not be any designated common space areas on the property.

8-4-6 Access

As graphically depicted on the Final Development Plan the island is accessed via Deer Haven Drive -- an existing, platted private right-of-ways which is owned by the Homeowner's Association.

8-4-7 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. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are not applicable since the property is one single family lot and is accessed by a platted road with all improvements in place.

9-1-1 Drainage

Not applicable to this project.

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9-1-2 Separation from Walkway and Street

The 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

As shown on the Final Development Plan, there will be no parking spaces.

9-1-6 Lighting

Not applicable to this project.

9-1-7 Screening

Section 9-1-7 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

Not applicable to this project.

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

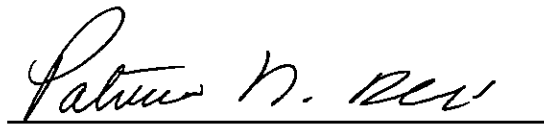
The Property will be used for one single-family residential lot or one (1) single-family per lot, or one (1) single-family per a combination of portions of platted lots. Therefore, in accordance with subsection "a." of Section 9-3, at least one off-street parking space will be provided. This space, located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

9-4-1 Off-Street Loading Requirement

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

- c. The property fronts on an existing approved roadway, therefore, 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 are depicted on the signed and sealed construction plans for Unit 27.
- d. All existing utilities serving the Property, including telephone, power, cable television, and sewer and water lines are in place underground as part of Unit 27.
- e. The lot driveway shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance Number 96-40, as amended. No roadway improvements are proposed.
- f. The water and wastewater connections shall be constructed to St. Johns Service Company standards and will be dedicated to St. Johns Service Company for ownership and maintenance.

PROSSER, HALLOCK & KRISTOFF, INC.



Patricia D. Dill

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purposes of this Declaration, even those portions of a platted Lot which are not capable of private use by the Lot Owner, such as the portions of a Lot which are subject to Easements for the Lake, Utility Easements and Drainage Easements. In the event that an Owner owns a portion of Lots as depicted on the Plat and constructs a single Dwelling Unit thereon, the entire parcel of Land shall be deemed a "Lot".

1.16 "Master Association" means and refers to the Marsh Landing at Sawgrass Master Association, Inc., a Florida not-for-profit corporation, and its successors and assigns which is the entity operating and enforcing the Master Declaration which governs the operation and maintenance of all of Marsh Landing.

1.17 "Master Declaration" means and refers to the Declaration of Community Covenants for Marsh Landing at Sawgrass as recorded in Official Records Book 524, page 49 of the public records of St. Johns County, Florida as such declaration has been amended and supplemented from time to time. The Master Declaration sets forth certain additional obligations of Owners of Lots as members of the Master Association.

1.18 "Owner" means and refers to each person or entity who is a record owner of a Lot. It will not, however, include purchasers under contract or mortgagees.

1.19 "Plat" means and refers to the Plat of "Marsh Landing at Sawgrass, Unit 21 according to plat thereof recorded in Map Book 25, pages 20 - 22 and Marsh Landing at Sawgrass Unit 22, according to plat thereof recorded in Map Book 25, pages 23 - 27 of the public records of St. Johns County, Florida, and such other plats of the Property which may be recorded from time to time.

1.20 "Permits" means and refers to the permits, easements and other approvals secured by various governmental agencies and regulatory bodies which govern the development of the Property, including without limitation, the permits issued by the Florida Department of Environmental Regulation, St. Johns River Water Management District and Army Corps of Engineers.

1.21 "Property" means and refers to all of the real property described in and subject to the Plat and subject to the terms and conditions of this Declaration.

1.22 "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C, 40 or 40C-42, Florida Administrative Code.

1.23 "Utility Easements" mean and refer to Easements within which sewers, storm sewers, water mains, gas mains, electric cables, telephone cables, television cables and other utilities may be constructed, maintained and used. The Utility Easements may be described in or graphically depicted on the Plat or described in this Declaration or granted or reserved in a separate instrument.

II. PROPERTY RIGHTS CREATED

*
The Developer, for itself and all others claiming by, through and under it, or any of them, hereby grants, bargains, sells and conveys to the Association, the Developer, Institutional Mortgagees and all claiming by, through and under them, or any of them, the following perpetual rights, titles,

easements and interests appurtenant in, to and under the real property included in the Property, upon and subject to the terms, conditions and limitations set forth in this Declaration, the Master Declaration, the Articles and the Bylaws:

* 2.1 Rights of the Association. To the Association and those claiming by, through and under it, the following rights, titles, easements and interests: (a) As to each Lot, the right to require that Owner or Owners be members of the Association; (b) As to each Lot, the right to make Assessments (as hereinafter defined) against the Lot to provide funds for the Association, together with a lien, encumbrance or security interest in and to the Lot, to secure payment of Assessments against the Lot, interest thereon and the costs of collection as provided in the Articles and this Declaration; (c) The right and the obligation to maintain the Common Property and make, maintain, repair, replace and use improvements within the Common Property which are not of a private nature; (d) The right to enforce by any lawful means the terms, provisions and restrictions of this Declaration, the Articles and Bylaws; and, (e) The ownership of the Common Property, subject to all other reservations and provisions of this Declaration.

* 2.2 Owner's Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted or reserved in the Common Property, every Owner, their successors, assigns and Institutional Mortgagees and their families and every guest, tenant, and invitee of every Owner are hereby granted a right and easement of ingress and egress and use in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any Assessment against his Lot or Dwelling Unit remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the Common Roads so as to prohibit ingress and egress to his Lot or Dwelling Unit or to deny utility service.

(b) The right of the Board, without further consent from Owners or their Institutional Mortgagees, to dedicate, transfer or grant an easement or fee simple ownership or place restrictive covenant or easement over all or any part of the Common Property for the benefit of any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property or for the purpose of complying with the Permits and the right of the Board to acquire, extend, terminate or abandon such easement or restrictive covenant.

(c) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (b) for such purposes and subject to such conditions as may be approved by a two-thirds vote of the Board.

(d) The right of the Board to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(e) The right of the Developer or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

(f) The right of the Association to mortgage any or all of the Common Property for the purposes of improvement or

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repair of the Common Property, subject to the approval of two-thirds (2/3) of the Board.

2.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, guests and invitees or contract purchasers who occupy the Dwelling Unit within the Property.

2.4 Owners' Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Developer to the Association free and clear of all monetary liens, except taxes, matters of record prior to the conveyance and except Developer's reserved easement for itself, its successors, assigns and mortgagees for ingress and egress and Developer's reserved right, for itself, its successors, assigns and mortgagees, but not obligation, to install all utilities, street lighting, and signage, including without limitation, cable television, in the Common Road right of way. Each Owner of a Lot, Dwelling Unit, or any parcel of Property, his successors and assigns, domestic help, guests, invitees, delivery, garbage pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as the Developer and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Developer and the Association shall have the unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of the Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Developer or the Association shall not deny an Owner or Institutional Mortgagee the right of ingress and egress or right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. The Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; and (b) the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads. The Developer and the Association shall have the right, but no obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of Developer or the Association would or might result in damage to the Common Roads or create a nuisance for the Owners, (c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial which is placed or located on the Property, if the location of the same will, in the opinion of the Developer or the Association, obstruct the vision of a motorist.

The Developer reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee, so long as no Owner or his Institutional Mortgagee is denied reasonable access from his Lot or Dwelling Unit to a public roadway by such redesignation, relocation or closure.

* 2.5 Conveyance of Common Property. The Common Roads shall be conveyed to the Association as provided above, and the Developer may convey the Common Property 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 the

time of termination of the Class B membership. 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 and/or Common Roads. The Developer 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.

III. THE ASSOCIATION

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. 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 the restrictions and covenants contained in this Declaration, (b) levy and collect Assessments to provide funds for operating, managing and maintaining the Common Property, (c) enforce and implement these covenants and restrictions, (d) operate, maintain and manage the Common Property, and (e) operate and maintain the Storm Water Management System within the Property.

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

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of the Developer.

(b) Class B. Class B Member shall be the Developer.

(c) Class B Membership shall terminate upon the happening of one of the following events whichever shall first occur:

(1) when Developer no longer owns any Lot or subject to this Declaration or any part of the Additional Property;

(2) December 31, 2020;

(3) When Developer, in its sole discretion, determines to terminate its Class B Membership.

Until such time as the Class B Membership terminates, the Class B Member shall be vested with the sole voting rights of the Association.

When entitled to vote, each Lot shall be entitled to one (1) vote. If an Owner owns more than one (1) Lot, such Owner shall be entitled to one (1) vote for each Lot. Provided however, if an Owner owns a Lot and a part of the adjacent Lot which it occupies as a single building plot, the Owner shall have only one (1) vote.

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I, CHERYL STRICKLAND, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

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DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

RESOLUTION NO. 97-4

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

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.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY FL
97 JAN 15 AM 9:15
CHERYL STRICKLAND
CLERK OF COURTS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 16th 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