

**RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR COUNTRY CLUB UNIT EIGHT
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 73-8**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY FLORIDA:**

SECTION 1: Pursuant to a request for approval made by Arvida Corporation in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit B and the sections of the Declaration of Covenants and Restrictions for Country Club Unit Eight as set forth in Exhibit C and listed on Exhibit D *all of which are incorporated herein and made a part hereof*

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: *Harry W. [Signature]*
Chairman

Attest: Carl "Bud" Markel, Clerk

By: *Cheryl Kest*
Deputy Clerk

Adopted Regular Meeting

November 12, 1985

EXHIBIT B

FINAL DEVELOPMENT PLAN
FOR
COUNTRY CLUB UNIT EIGHT
ALL WITHIN THE PUD NAMED
COUNTRY CLUB AT SAWGRASS

Arvida Corporation
October , 1985

Arvida Corporation hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the final development plan (the "Final Development Plan") for the single family subdivision to be known as Country Club Unit Eight (the "Property"). The Final Development Plan consists of a one page map identified as Exhibit A to the Resolution, this text identified as Exhibit B to the Resolution, copies of the applicable Sections of the Declaration of Covenants and Restrictions identified as Exhibit C and a list of those sections of the Covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 73-8, and known as Country Club at Sawgrass. The area encompassed by this Final Development Plan is located South of Sawgrass Drive West in the area known as Phase II of Country Club. That portion of the Property upon which Country Club Unit Eight will be developed is to be designated Single Family on the approved PUD master plan in accordance with a minor modification request submitted simultaneously with this application.

Nothing contained in the Declaration shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Declaration which are specifically referenced herein are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be altered substantially without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the Declaration made a part of the Final Development Plan is provided with this submission and is identified as Exhibit D to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the Declaration. Provided, however, that if any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration so that the Board of County Commissioners of St. Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

8-4-1 Density of Development

In accordance with Section 7.12 of the Declaration, 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

The Final Development Plan depicts four parcels of open space or "Common Area". These areas are identified as Tracts A, B, C and D on Exhibit A. Every homeowner shall have a right of use and an easement of enjoyment in and to the Common Areas. These areas will be used as passive buffer and conservational areas, and will be maintained by a community association in accordance with the Declaration.

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

All development which is to occur within the subdivisions will comply with the spirit and intent of the Zoning Ordinance; however, structures may be built immediately adjacent to or crossing lot lines. There will be no more than 15 residences in Country Club Unit Eight. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with Section 7.1 of the Declaration, every parcel upon which a residence is constructed will have a total area equal to or greater than 95% of the total area of the smallest Lot (in area) in the subdivision. Furthermore, Section 7.17 establishes a 25 foot front, 20 foot rear and 10 foot side setback line for each building parcel in Country Club Unit Eight, subject to the Developer's right to release Lots from minor violations as set forth in the Declaration.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The Declaration assures adequate management and maintenance of all open space areas encompassed by this Final Development Plan.

- a. The Declaration provides for conveyance of title to the common property to, and ownership by, the homeowners' association, a duly constituted and legally responsible community association.
- b. Section 3.1 of the Declaration, appropriately limits use of the common property.
- c. Section 3.1 of the Declaration assigns responsibility for the management and maintenance of the common property to the homeowners' association.
- d. Section 11.1 of the Declaration places responsibility for enforcement of the covenants contained therein upon the homeowners' association and its board of directors.
- e. Article IV of the Declaration permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the PUD via the private rights-of-way to be owned by the association.

8-4-7 Privacy

Under the provisions of Section 6.1 of the Declaration, each dwelling will be provided visual and acoustical privacy. Necessary walks and landscaping shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically below:

Section 9-1-1 Drainage

The drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the maps included in this Final Development Plan. In accordance with the Declaration for Country Club Unit Eight, specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage plan.

9-1-2 Separation from Walkway and Street

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

9-1-3 Entrances and Exits

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

9-1-4 Interior Drives

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

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan map, there will be no parking spaces in lots of more than ten.

9-1-6 Lighting

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

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.

Section 2.7 Restated Declaration. The Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 396, page 706, as amended by First Amendment to the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, to which the Property has been subjected by instrument recorded in Official Records Book _____, page _____, all of the Public Records of St. Johns County, Florida.

Section 2.8 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the members of the Association.

Section 2.9 Limited Common Area. The Limited Common Area of a Lot shall consist of the portions of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), and between the rear Lot line and the nearest shoreline of any lake contiguous to or within twenty feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

ARTICLE III PROPERTY RIGHTS

Section 3.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for the maintenance of the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. Every member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

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

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

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

3.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

3.1.5 Provisions of the Restated Declaration.

3.1.6 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a Roadway (as defined in Section 9.1 of this Declaration) across the Limited Common Area of his Lot after obtaining ARC approval of the location, design and composition of the driveway. These driveways are hereby designated for the exclusive use of the

Owners of the Lots served, their guests, invitees and authorized delivery persons.

3.1.7 The exclusive use rights of individual Lot Owners as provided in Section 5.3.

ARTICLE IV
LIEN RIGHTS OF ASSOCIATION AND OWNERS'
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Lien Rights.** In addition to the lien rights provided for under Article V of this Declaration, each Lot is subject to annual and special assessments by the Association under the terms of the Restated Declaration and the Association is entitled to a lien upon each Lot for such assessments as provided in the Restated Declaration.

Section 4.2 **Membership.** Each Owner other than the Developer, shall, by virtue of such ownership, be a Resident Member of the Association (as defined in the Restated Declaration) and the Developer shall be a Charter Member of the Association (as defined in the Restated Declaration), all in accordance with the terms of the Restated Declaration, Articles of Incorporation and Bylaws of the Association.

Section 4.3 **Voting Rights of Owners.** When entitled to vote, each Lot shall be entitled to one vote to be cast by the person designated by the Owner(s) of such Lot in the manner provided in the Articles of Incorporation and Bylaws of the Association and in the Restated Declaration.

Section 4.4 **Sawgrass Association, Inc.** Notwithstanding anything herein to the contrary, these covenants shall not be amended in any manner so as to affect the rights of the Association without the written approval of the Board of Directors of the Association and the Developer. Any such approval shall be evidenced by a recordable instrument executed in accordance with the Bylaws of the Association.

ARTICLE V
ASSESSMENT FOR EXTERIOR MAINTENANCE, AND
FOR COMMON DRIVEWAY MAINTENANCE

Section 5.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area appurtenant to any Lot, requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, and yard cleanup and/or maintenance. The Lot Owner shall have five days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 5.2 **Assessment of Costs.** The cost of exterior maintenance of a Lot, or Limited Common Area appurtenant to a Lot, performed by the Association pursuant to this Article V, shall be assessed against the Lot benefiting from such maintenance. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to the Restated Declaration. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 2 of Article III of the Restated Declaration.

Section 5.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 5.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner may use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article VIII and Article IX of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area other than a driveway as provided under Section 3.1.6 of this Declaration.

ARTICLE VI
ARCHITECTURAL CONTROL OF THE SUBDIVISION
AND ARCHITECTURAL REVIEW COMMITTEE

Section 6.1 Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit A, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Committee ("ARC") and no plan or specification shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARC to the Owner submitting same.

Section 6.2 Architectural Review Committee. The architectural review and control functions of the Association shall be administered and performed by an Architectural Review Committee appointed by the Developer. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer.

ARTICLE VII
USE RESTRICTIONS

Section 7.1 Residential Use. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or adjacent areas. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARC and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARC shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any lot shall not reduce the total assessments attributable to the lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted lot according to recorded plats of the Subdivision unless the ARC gives its prior written consent.

Section 7.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by Developer.

Section 7.3 Antenna. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building within the Property. Antennas, if any, shall be built into the attic space of the home.

Section 7.4 Boats and Motor Vehicles. No boat, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board of Directors, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any Lot, except within a building where totally isolated from public view.

Section 7.5

maintained in good working order on all Lots. Except as provided under Section 7.5 above, all Lots and appurtenant Limited Common Area shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

7.8.2 Subsequent to approval by the ARC of landscaping plans submitted pursuant to Section 7.8.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 7.8.2 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the dwelling constructed on the Lot by St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 5.2 above.

Section 7.9 Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 7.10 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 7.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARC.

Section 7.12 Living Area. Each detached single family residence constructed upon a Lot or building parcel within the Property shall contain a minimum of _____ hundred () square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios.

The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residence is located.

Section 7.13 Lighting. No external lighting shall be installed without the prior approval of the ARC. No lighting shall be permitted which alters the residential character of the Property. No lighting of tennis courts or outdoor activity areas shall be permitted.

Section 7.14 Animals. Any animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Association any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept on a Lot.

Section 7.15 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot (except that a 25 foot buffer of natural vegetation shall be maintained landward of the marsh edge), and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article V hereof.

Prior to commencement of construction upon any lot, the subsurface of the driveway shall be installed and any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway subsurface and shall not park on any roadway or on any property other than the lot on which construction is proceeding.

During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

All main structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.

The ARC may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Property.

Section 7.16 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 7.17 Setback. No dwelling shall be erected within twenty-five (25) feet of the front or within twenty (20) feet of the rear Lot line or within ten (10) feet of any side Lot line or side line of any building.

Section 10.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party or company providing the same.

Section 10.4 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not be visible and such a manner as shall be acceptable to the governing utility authority.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds of the Owners has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expense of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

Section 11.2 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of St. Johns County, Florida, at the time of such mailing.

Section 11.3 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.4 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Owners of two thirds of the Lots, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage

EXHIBIT "D" TO THE RESOLUTION
(COUNTRY CLUB UNIT EIGHT)

Sections of Declaration Made Part of Final Development Plan

Section 3.1
Section 6.1
Section 7.1
Section 7.12
Section 7.17
Section 11.1
Article IV