

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR A PART OF TRACTS D & E, JULINGTON CREEK UNIT FIVE
KNOWN AS SUMMERCHASE
LOCATED WITHIN THE PARCEL
OF LAND ZONED P.U.D. PURSUANT TO
ORDINANCE 82-14**

WHEREAS, the Final Development Plan for Julington Creek Unit Five - A part of Tracts D & E, also known as SummerChase 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 is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 82-14; and
- B. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on August 19, 1993; and
- C. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- D. Julington Creek was approved as a Development of Regional Impact by Resolution 82-37 on March 23, 1982, and

E. Tract E of Julington Creek Unit Five was zoned MF-6 pursuant to Ordinance 82-14;

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 made the Final Development Plan for Julington Creek Unit Five - A part of Tracts D & E, also known as SummerChase, made by Bessent, Hammack & Ruckman, Inc., on behalf of SummerChase Joint Venture, A FL General Partnership, in accordance with Section 8-3 of St. Johns County Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A relating to that portion of the PUD, the legal description of which is set forth on Exhibit A attached hereto, and which in reliance upon, the Applicable Provisions of Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners Association, Inc. (the "Covenants") hereto as Exhibit AA, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B.

Section 2. All building code, zoning ordinance , and other land use and development regulations of St. Johns County are applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance 82-14. Modification to approved development plans by variance or special exception shall be prohibited. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

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 Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers Dredge 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 Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution ____.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Linna Balavage
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: [Signature]
Deputy Clerk

EXHIBIT AA

P.U.D. OFF. REC.
BOOK E PAGE 406

APPLICABLE PROVISIONS
OF
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF
JULINGTON CREEK PLANTATION OWNERS ASSOCIATION, INC.
(the "COVENANTS")

Copies of Section 2, Article II; Article IV; Article VI;
Section 4, Article VII; and Section 1, Article V of the
Covenants are attached.

and appropriate methods to collect, convey, store, absorb, inhibit, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity or quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

Article II

P. U. D. OFF. REC.

BOOK E PAGE 407

PROPERTY SUBJECT TO THIS AMENDED DECLARATION; ADDITIONS THERETO

Section 1. Property and Termination of Declaration. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Amended Declaration is located in St. Johns County, Florida and is more particularly described as all the land as described in Exhibit A, as same may be amended from time to time, all of which lots and tracts shall hereinafter be referred to as "Property." Any or all of the Additional Property set forth in Exhibit B shall be held, sold, conveyed, occupied or transferred free and clear of the terms and conditions of this Amended Declaration unless and until added hereto and made a part hereof as hereinafter set forth.

Section 2. Common Property. The Developer may, from time to time, designate Common Property by dedication on a plat or replat of the Property, by conveyance or transfer of a fee simple title or an easement to the Association, by an agreement or pursuant to a Supplemental Declaration. The Common Property shall be restricted and devoted to the common use and enjoyment of the Owners of the Property (or in the case of Neighborhood Common Property, to the use of the Owners within one or more Neighborhoods) and such other persons as may be granted membership privileges as hereinafter described subject to the restrictions and reservations hereinafter set forth.

Section 3. Additional Property. Additional Property may become subject to this Amended Declaration in the following manner:

a. Additions by Persons Other than Developer. Upon approval in writing of the Association pursuant to a vote of a majority of the Board of Directors, the owner of any lands who desires to add such lands of this Amended Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration subjecting such lands to this Amended Declaration, and upon the recording of such Declaration, the lands described therein shall be subject to all terms and conditions of this Amended Declaration.

b. Addition by Developer. Developer reserves the right but not the obligation, to file or record Supplemental Declarations from time to time adding all or part of the Additional Property to this Amended Declaration and to subject it to the jurisdiction of the Association. This right may be exercised in the Developer's sole discretion, before or after Turnover of control of the Association and with no requirement of a vote of the membership, Board of Directors or joinder of any other person, entity or Mortgagee.

c. Effect of Supplemental Declaration. Provided however, until any part of the Additional Property is subjected to the Amended Declaration by the recording of a Supplemental Declaration, the terms and conditions of this Amended Declaration shall not be deemed an encumbrance on title and any parcel of the Additional Property may be conveyed free and clear of the terms and conditions hereof.

Article IV

PROPERTY RIGHTS AND COMMON PROPERTY

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

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

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

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

of the Stormwater Management System. The Developer reserves the right to assign some or all of the obligations presently vested on the MSTU to the Association or to a Community Development District on such terms and conditions as it determines and as is permitted under any part of the Permits. Irrespective of the ownership of the fee simple title to any portion of the Stormwater Management System it is understood and acknowledged that the Stormwater Management System is to be operated as one unified system and an easement is hereby created over all the Property for surface water drainage and for the installation and maintenance of storm water management system for the whole Property.

The owner of the land adjacent to any edge of any lake, canal or other water body forming a portion of the Stormwater Management System ("Adjacent Owner") shall maintain the embankment to the water's edge as such level shall rise and fall from time to time irrespective of ownership of the lands being maintained. Maintenance of the embankment shall be conducted so that the grass planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If an Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Adjacent Owner which expense shall be a Special Assessment against the Adjacent Owner and his Lot or Living Unit.

To the extent not provided by the MSTU or a Community Development District, the Association shall be responsible for the routine mowing of all portions of the Stormwater Management System which are not filled with water, including swales and dry retention areas, except those swales and dry retention areas located within the boundaries of a Lot. Provided however, neither the Association or any Owner shall mow or otherwise disturb any wetlands which constitute a part of the Stormwater Management System. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. If certain portions of the Stormwater Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot, including trash removal. In the event the Owner fails to provide such maintenance, then the Association may, but shall not be obligated to perform or cause such maintenance to be performed, at the Owner's costs and expense, as a Special Assessment.

In connection with the undertaking of all maintenance obligations as set forth herein, the MSTU, the Association or the Community Development District is hereby granted an easement running landward to the top of bank from the water's edge for the purpose of access to the Stormwater Management System to undertake its management. In addition, any Owner is hereby granted an easement of not more than five feet (5') over the water from the water's edge to perform such maintenance as it is required to perform hereunder.

In the event that the Developer or the Association, shall construct any bridges, docks, bulkheads or other improvements which may extend over or into the lakes or any portion of the Stormwater Management System or construct similar improvements to support or enhance the Stormwater Management System, the Association shall maintain any and all such improvements in good repair and condition. No Owner, except the Developer, its designee or the Association shall be permitted to construct any improvement, permanent or temporary, on, over or under any portion of the Stormwater Management System, without the written consent of the Developer or the written consent of the Association which consent may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by an Owner shall be maintained by such Owner in accordance with maintenance provisions of this Amended Declaration.

In connection with the use of any portion of the Stormwater Management System, the following restrictions shall apply:

a. No motorized or power boats shall be permitted on any water body or retention pond within the Stormwater Management System, with the exception of boats used for maintenance thereof.

b. No bottles, trash cans or garbage of any kind or description shall be placed in any portion of the Stormwater Management System.

c. No activity shall be permitted on any portion of the Stormwater Management System which may become an annoyance or a nuisance to the adjacent property and the Owners thereof. The Association's determination of whether any activity constitutes an annoyance or a nuisance shall be dispositive.

d. No person or entity except the Developer or the Association, shall have the right, to pump or otherwise remove any water from any portion of the Stormwater Management System for the purpose of irrigation or for other use, without the consent of the Association.

e. The Board shall be entitled to establish, amend or modify rules and regulations governing the use of the Stormwater Management System as the Board deems necessary or convenient.

f. In connection with the replating of any portion of the Property or obtaining the Permits necessary to build the Stormwater Management System, the Developer may assume or may be required to assume certain obligations for the maintenance of the Stormwater Management System. The Developer hereby assigns to the Association and the Association hereby assumes all the obligations of the Developer under any plat, Permits or any applicable governmental regulations for any and all obligations for the maintenance of the Stormwater Management System (except the maintenance performed by the MSTU and the maintenance of the banks which shall be the responsibility of the Adjacent Owner). The Association further agrees that, in connection with such assignment, it shall indemnify and hold the Developer harmless in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of any occurrence in, on, upon, at or from the maintenance of the Stormwater Management System, occasioned wholly or in part by the act or omission of the Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the acts of the Developer, its successors, assigns, agents or invitees.

g. All Owners shall have a perpetual non-exclusive easement for enjoyment and use of any lake or wetland forming a part of the Stormwater Management System together with an easement for ingress and egress at the locations so designated by the Association. The foregoing easement shall be subject to the rules and regulations as set forth herein and as adopted by the Association from time to time, and subject to the Permits.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Developer and of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Property and after the termination of the Class B Membership, to mortgage the Common Property with the consent of two thirds of the Board of Directors. In the event of default under such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such Common Property to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such Common Property to a wider public until the mortgage is satisfied, whereupon possession of such Common Property shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

b. The right of the Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure; and

c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment and voting rights of any member for any period during which such Assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

d. The right of the Association to charge a reasonable admission or other fees for the use of the Common Property, as provided in Section 8 of this Article; and

e. The right of individual members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

f. The drainage and temporary retention of stormwater runoff uses of the Common Property as referred to in Section 3 of this Article and elsewhere herein; and

g. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agencies, authority or utility, subject to the acceptance of such dedication or transfer by the public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer or termination as to the purposes or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded certifying that such action was passed by a majority of all votes cast in person or by proxy, as more fully set forth in the Articles of Incorporation.

h. The use of Neighborhood Common Property shall be restricted to Owners within the Neighborhood(s) who are given the right to use of same pursuant to any Supplemental Declaration.

Section 5. Parking Rights. The Association may designate or maintain upon the Common Property certain parking spaces for the exclusive use of members, their families and guests. The use of such parking space by any other person may be enjoined by the Association or the members entitled thereto. No parking shall be permitted in other than the designated areas.

Section 6. Utility Easements. The right to grant utility easements is reserved unto the Developer until the date on which control of the Association is turned over to the Class A members as provided in Article III, Section 3 hereof, thereafter, the Association, through its Board of Directors, shall have the

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

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

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

Article V

P.U.D. OFF. REC.

BOOK E PAGE 412

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

Further, during the period when the Developer is not liable for Assessments but is funding the deficit as provided above, the Developer may exempt any builder that owns any portion of the Property from payment for any unbuilt Living Units, model homes or unsold "spec" homes on such terms and conditions as may be agreed upon between the Developer and the builder.

Section 11. Association Funds. The portion of all Assessments collected by the Association for reserves for future expenses relating to the Common Property, and the entire amount of all Special and Capital Improvement Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Article VI

P.U.D. OFF. REC.

COMMON PROPERTY MAINTENANCE BOOK E PAGE 413

Common Property maintenance and Common Expenses may include but is not necessarily limited to the following items:

- a. Operating and maintaining certain specific areas for the benefit of the Owners, including without limitation, tennis courts, swimming pools, playing fields and playgrounds;
- b. Maintaining unkept land or trees;
- c. Fixing and collecting Assessments to be levied against the Property.
- d. Enforcing any and all covenants, restrictions and agreements applicable to the Property;
- e. Paying taxes and insurance, if any, on the Common Property and facilities located thereon;
- f. Maintaining the grounds of the Common Property, including mowing, fertilizing, applying insecticides;
- g. Cleaning and maintaining parking lots, if applicable;
- h. Removing waste from the Common Property;
- i. Maintaining perimeter walls, if applicable;
- j. Paying utility costs for the Common Property including water, sewer and electricity;
- k. Paying for other miscellaneous services which may be required such as exterminating service, security, maintenance, and fire extinguisher services;
- l. Maintaining reserves for future maintenance and repairs;

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

Article VII
GENERAL PROVISIONS

P. U. D. OFF. REC.
BOOK E PAGE 414

Section 1. Amendments.

- a. Anything in this Amended Declaration to the contrary notwithstanding, this Amended Declaration and any Supplemental Declaration hereto may be amended from time to time by the Developer prior to Turnover of control of the Association.
- b. After Turnover, the Association may amend this Amended Declaration or any Supplemental Declaration by recording among the public records of St. Johns County, Florida, an instrument executed by the President and attested to by the Secretary of the Association that the amendment was approved by a majority of all the votes of all Members entitled to vote, as more fully set forth in the Articles of Incorporation. Provided however, that so long as the Developer owns any portion of the Property or the Additional Property, no such amendment may be made by the Association without the written consent of the Developer.
- c. Any amendment to this Amended Declaration or a Supplemental Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the Storm Water Management portion of the Common Property, must have the prior approval of the SJRWMD.
- d. Any Supplemental Declaration creating one or more Neighborhood(s), or any provisions of any Supplemental Declaration affecting only one or more Neighborhoods, may be amended by the Developer so long as the Developer owns any portion of the property within the applicable Neighborhood(s), unless otherwise provided in the Supplemental Declaration. Thereafter, in the event that a proposal is made to amend a Supplemental Declaration which encumbers only specific property and does not affect the rights or obligations

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

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

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

Article V

P. U. D. OFF. REC.

BOOK E PAGE 415

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

P.U.D. OFF. REC.
BOOK E PAGE 418

Narrative of Final Development Plan

For

SummerChase

Proposed By:

SummerChase Joint Venture
A Florida General Partnership

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1. **BACKGROUND**

The development proposed in this Final Development Plan encompasses a portion of Tracts D and E, Julington Creek Unit Five, St. Johns County and will be known as SummerChase.

The developer, Summerchase Joint Venture, (SCJV) will acquire the property from Atlantic Gulf Communities (AGC) with the goal of providing a patio home product/community that will blend within the Julington Creek Plantation. Maximum effort has been made to preserve the natural setting of the property while taking advantage of the Golf Course and Club House frontage.

2. **EXISTING ZONING**

The property is currently zoned P.U.D. for MF-6 patio homes; The PUD ordinance 82-14 recorded in Book 4 Page 644. The Property consists of approximately 20 +/- acres with a proposed density of 5.4 +/- d/u/ac.

3. **HOUSING TYPES**

All homes will be detached single family type with attached single and double garages. The maximum number of homes will be 110. No buildings will exceed 35 feet in height.

4. **FENCES**

Privacy may be provided with wood fencing where natural vegetation does not accomplish this objective; any fence approved must be built according to Architectural Control Guidelines to be established by AGC and developer. No solid fencing shall be allowed that would block visual lines of sight for those homes adjacent to the golf course or lake and any fencing allowed on these certain lots shall in no cases be more than 4' in height. No chain link fencing allowed. Each individual homeowner will be responsible for the permanent maintenance of the fence.

5. **OWNERSHIP**

The housing product will all be detached single family homes with fee simple ownership. It is expected that some properties will be subsequently leased, as is the case in any development; however, the homebuilders marketing thrust will be toward owner-occupied homes, with some of these being second homes.

6. ROADWAYS

All roadways are to be dedicated to the county and will be constructed in accordance with existing county specifications.

The actual location of the roadway within the right-of-way, as well as the actual location of the right-of-way, will be determined as the development progresses in order to preserve the natural characteristics of the land. The general location, however, will be as shown on the Final Development Plan.

7. UTILITIES

A public potable water distribution system will be provided. Water mains will be sized to provide fire protection and hydrants will be installed. No water mains will be placed beneath the pavement except for normal street crossings.

A public waste water collection and treatment system will be provided. The master sewer and water system will be owned and maintained by General Development Utilities, Inc.

Electric, telephone and other utilities will have underground lines in order to enhance the natural beauty of the area.

8. HOME/LOT LAYOUTS

The attached Design Concept Plan shows the general lot layout, including yards (see attached Exhibit).

9. PHASING OF DEVELOPMENT

The community will be constructed in approximately two phases with utilities in each phase preceding vertical construction. No vertical construction will begin until the plat is recorded.

Construction will begin in 1993 and horizontal construction should be completed in Phase I by 1995 and Phase II by 1998, subject to economic conditions and completion of all necessary permitting requirements. Phase I will consist of 79 lots and Phase II will consist of 31 lots.

The developer requests the Final Construction Plans to be approved by St. Johns County prior to the Plat being recorded in either Phase. No lots will be sold until the Plat is recorded, it being the intent of the developer to finish the construction of the horizontal (and underground utilities) prior to recording the Plat.

P. U. D. OFF. REC.
BOOK E PAGE 422

10. HOMEOWNERS ASSOCIATION

Documents will be drafted and recorded establishing a not-for-profit corporation as a Homeowners Association for SummerChase. The documents will limit the use of the common areas, restrict usage of the lots, and place the responsibility for maintenance of common areas, community landscaping, community fencing, etc. on the Association.

The Julington Creek Plantation Property Owners Association, Inc. (JCPPOA) will be the legal name of the Association.

The documents will establish the means for assessing lot owners their appropriate share of costs.

11. MAIL BOXES

One post with dual mailbox as applicable (see detail).

12. SIDEWALKS

There will be no sidewalks within SummerChase; existing sidewalks on Durbin Creek Boulevard and two private sidewalks on the north and south property lines.

13. ENTRANCE SIGNAGE AND LANDSCAPE

Both sides of SummerChase Blvd. may have an entrance sign and landscape package as approved by A.G.C., the J.C.P.P.O.A., Inc. subject to approval of the County Engineering Department and right of way permit approval. (see Exhibit attached)

14. STREET LIGHTS

Street lights will be installed and maintained by Jacksonville Electric Authority in accordance with their policies and procedures.

15. STREET SIGNS

To be made and installed by developer per details attached hereto as approved by St. Johns County.

16. ISLANDS IN CUL-DE-SACS

Tracts C, D, I, E and J to be privately owned, landscaped and maintained by the JCPPOA, Inc. for the enjoyment of all homeowners in SummerChase.

17. WETLAND TRACT

This tract shall be owned and maintained by JCPPOA, Inc. subject to St. Johns River Water Management District permit rules and regulations.

18. EXTERIOR COMMUNITY BOUNDARY SET BACK

There will be a ten feet wide non-access, landscape, utility and fence easement on any lot adjacent to Durbin Creek Boulevard. There will be a ten feet easement on the rear of any lot adjacent to the Golf Course for the purpose of "Ball Retrieval" (no structures of any type including fences are permitted in such Ball Retrieval easement).

19. PEDESTRIAN/LANDSCAPE/ACCESS TRACTS

There is one tract (Tract B) of land as shown on the Site Plan for the general use of the lot owners; said tracts to be used for pedestrian access, landscape and wall or fence as approved by developer, AGC, the adjacent Property Owner, and shown on details attached hereto; maintenance of any landscape and improvements as well as ownership of the tracts by JCPPOA, Inc.

20. TEMPORARY SIGNS

Temporary signs for customer traffic and lot "for sale" signs will be permitted up to a maximum of two square feet per the Unit 5 FDP and as approved by AGC.

21. ELECTRIC EASEMENTS

Any easement for underground residential electric service, transformers, street lights or other such purposes shall be accepted and approved and shown on the Plat.

22. WELLS

To be approved for irrigation purposes only. No water to air heating and cooling systems shall be approved.

23. PONDS

For use as stormwater management system and governed by the rules and regulations of the St. Johns River Water Management District (SJRWMD) and St. Johns County. The ponds (tract G and F) will be owned by the JCPPOA, Inc, and maintained by the same.

30. INTERSECTION SIGHT DISTANCE

No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6) feet above roadway intersection elevation to prevent obstruction of sight lines.

31. COMPLIANCE WITH SECTION 8-4 OF THE ST. JOHNS COUNTY ZONING CODE

Section 8-4 Standards and Criteria

8-4-1 Density of Development As indicated in Number 3 above, there will be no more than 110 homes located in Summerchase. Summerchase contains 20.54 acres. Accordingly, the gross density is approximately 5.4 units per acre. As indicated in Number 1 above, the property subject to this Final Development Plan is a part of the Julington Creek PUD. The total ground occupied by buildings and structures for residential use within the Julington Creek PUD will not exceed 35% of the total ground area devoted to residential use. Accordingly, the standards established in Section 8-4-1 of the zoning ordinance is met even though the maximum allowable lot coverage within this Final Development Plan is 50%.

8-4-2 Open Space The various open space areas are addressed in Numbers 16, 17, 19, and 23 above. All open space tracts will be owned and maintained by a responsible property owners association as indicated above. None of these areas will be encroached upon by residential or other uses except as specifically indicated in Number 19 (wall or fence, walkway) and Number 23 (ponds) above.

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

As indicated on the attached exhibit entitled "Design Concept" the setbacks shall be 20' minimum front yard setback, 10' minimum rear yard setback, 3' minimum side yard setback provided that combined side yards equal minimum 7.5'. The minimum separation between the walls of the houses will be

7.5'. Where walls are separated by less than 10', each such wall shall have 1 hour rated five walls with no openings unless specifically approved by the Fire Marshal. The minimum separation between the eaves of the houses will be 4.5'. There will be a 10' minimum side yard on corner lots. The lots will have a 45' minimum width at the building restriction line, a 50' minimum lot width on corner lots, 4,000 sq. ft. minimum lot area, 50% maximum lot coverage, 35' maximum building height and a requirement for two off-street parking spaces per unit including the garage. These restrictions are sufficient to maintain the spirit and intent of the zoning ordinances.

8-4-4 Project Size The Julington Creek PUD contains more than 20 acres.

8-4-5 Support Legal Documents for Open Space The property within this Final Development Plan will be subjected to the Amended and Restated Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, at page 1823 (the "Covenants").

a. As indicated in Article II, Section 2 of the Covenants, title to Common Property will be conveyed to a duly constituted and legally responsible community association. A copy of Article II, Section 2 of the Covenants is attached as part of Exhibit AA.

b. Article IV of the Covenants appropriately limits the use of the common property. A copy of Article IV of the Covenants is attached as part of Exhibit AA.

c. Article VI of the Covenants provides for the management and maintenance of the common property. A copy of Article VI of the Covenants is attached as part Exhibit AA.

d. Section 4 of Article VII of the Covenants provides for enforcement of the Covenants. A copy of Section 4 of Article VII of the Covenants is attached as part of Exhibit AA.

e. Section 1 of Article V of the Covenants permits the subjection of each lot to assessments for its proportionate share of maintenance costs. A copy of Section 1 of Article V of the Covenants is attached as part of Exhibit AA.

8-4-6 Access Access to each single family dwelling unit shall be provided via a platted public right of way.

8-4-7 Privacy The setback requirements and positioning of the units on the lots provided for on the exhibit entitled "Design Concept" will provide visual and acoustical privacy.

8-4-8 Community Facilities

a. No water, sewer, electrical or other similar utility facilities are proposed for dedication to St. Johns County.

b. As indicated on the exhibit labeled "Design Concept" the off-street parking requirement will be met on each lot.

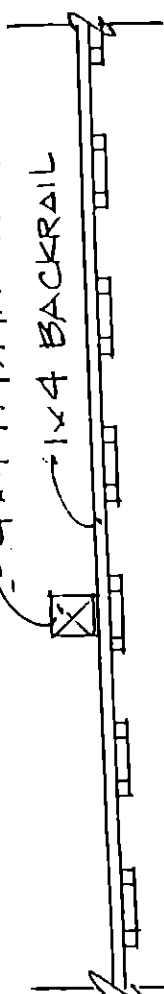
c. The requirements regarding access and circulation shall be met.

d. All utilities will be placed underground. The drainage system must be reviewed and approved by the St. Johns County Public Works Department prior to construction.

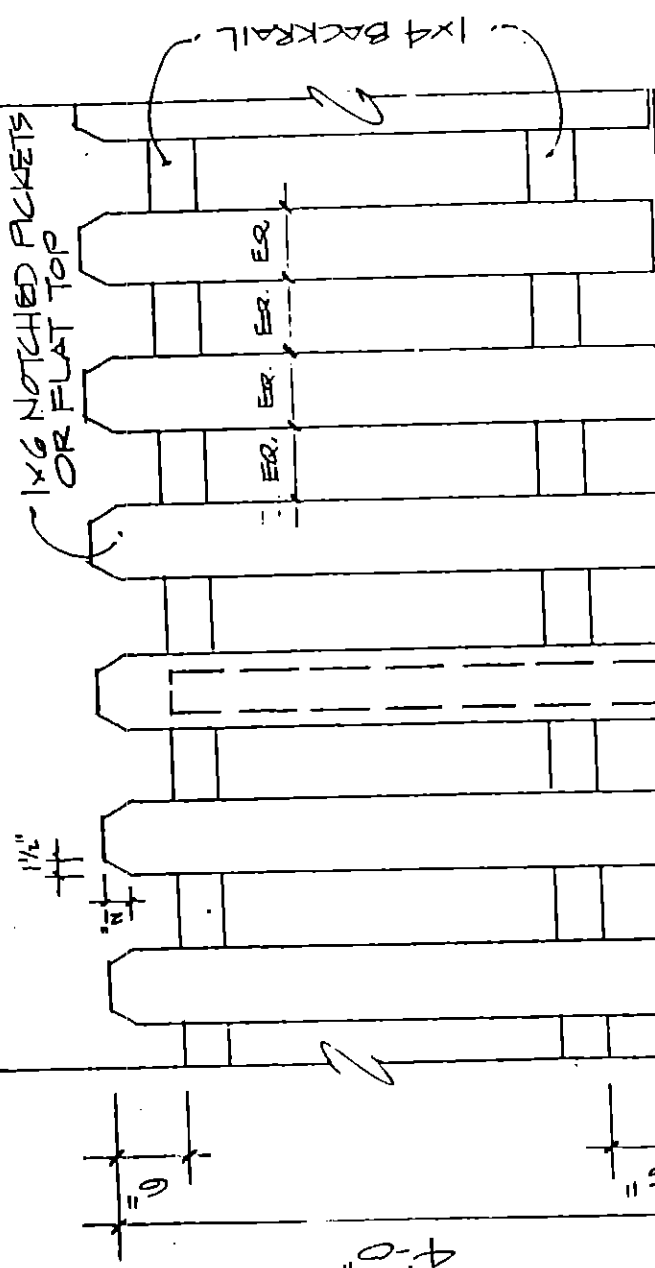
e. Specifications for street design shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners.

NOTE: ALL WOOD FENCING
MATERIAL SHALL BE WESTERN
RED CEDAR - "UNFINISHED",
UNLESS OTHERWISE SPEC'D

4x4 P.T. PINE POST
1x4 BACKRAIL



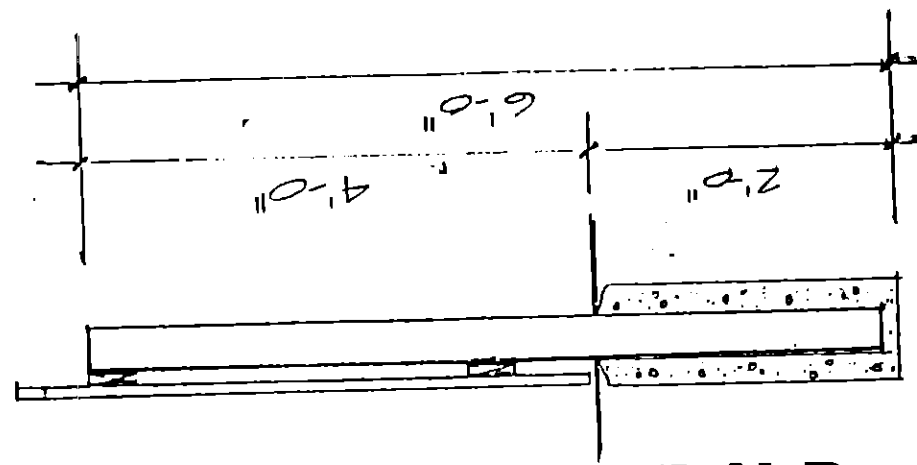
PLAN VIEW



1x6 NOTCHED PICKETS
OR FLAT TOP

1x4 BACKRAIL

STRUCTURAL 4x4 POST
EVERY 8'-0". POST TO
BE SECURED INTO
GROUND W/ COMPACTED
FILL DIRT.



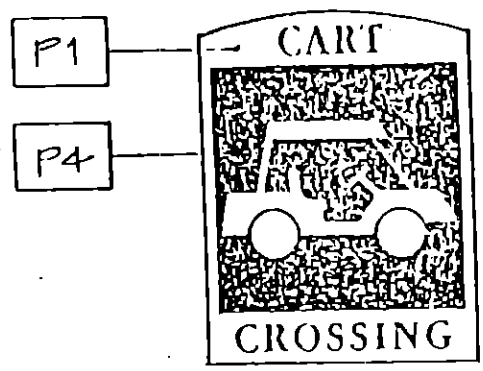
SIDE

P. U. D. OFF. REC.
BOOK E PAGE 427

FRONT ELEVATION

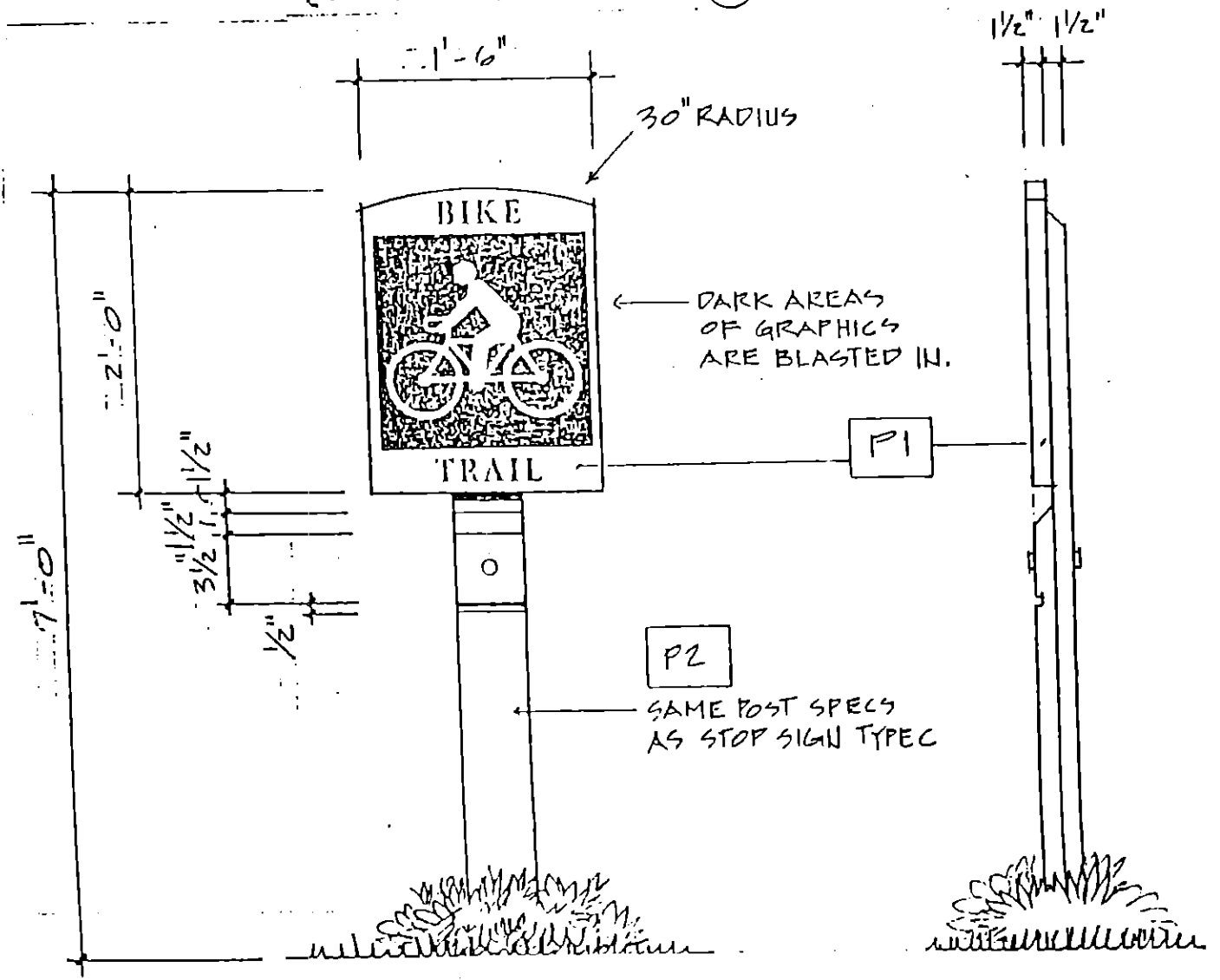
Scale: 3/4" = 1'-0"

OR TYPICAL FENCING ALONG GOLF COURSE & LAKE LOT (Rear/Side Only)

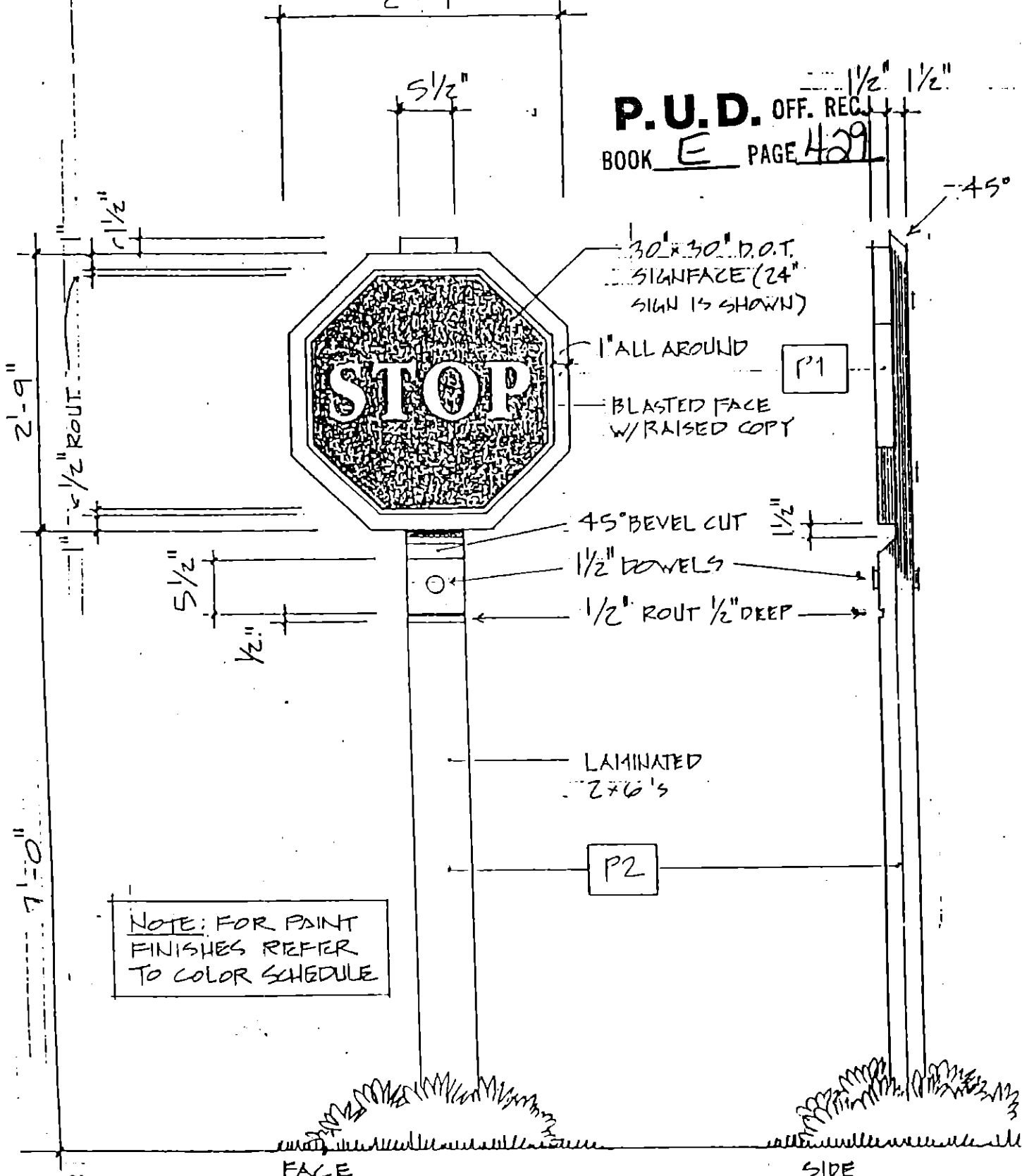


NOTE: FOR PAINT FINISHES - REFER TO COLOR SCHEDULE

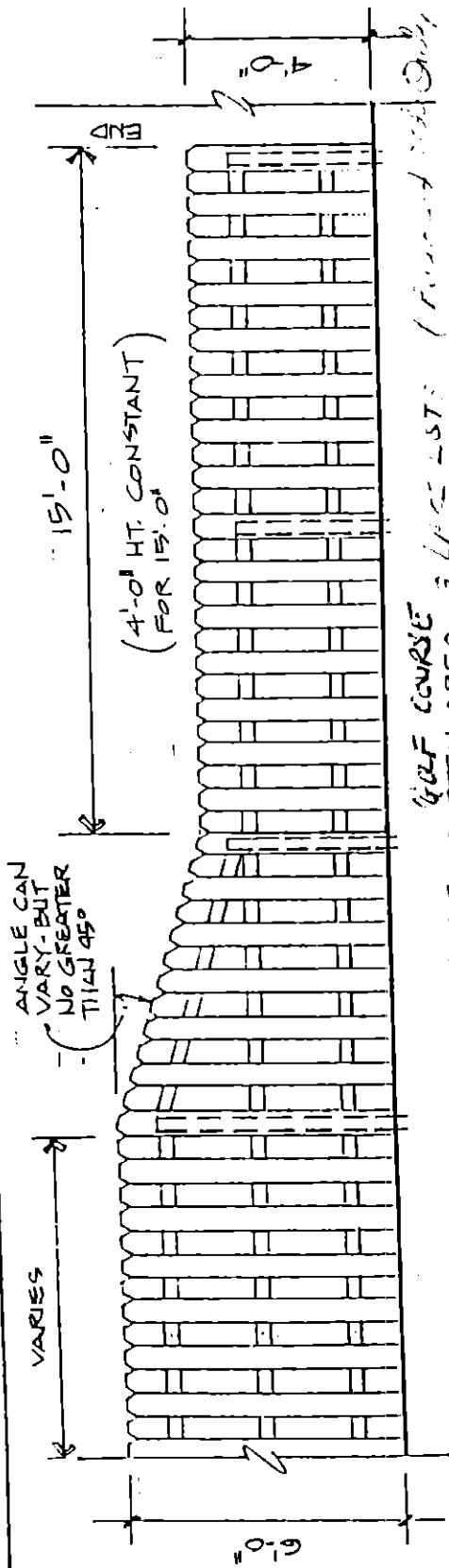
SIGNFACE GRAPHICS
FOR CART CROSSING SIGN
 (SAME SIGN AS TYPE (R) BELOW)



(R) BIKE TRAIL / CART CROSSING SIGNS
 1" = 1'-0" SINGLE-FACE



(C) STOP SIGN
 1" = 1'-0"



GOLF COURSE
SIDE FENCING ABUTTING LAKE OR OPEN AREA
SCALE: 1/4" = 1'-0"

ANGLE CAN VARY - BUT NO GREATER THAN 45°

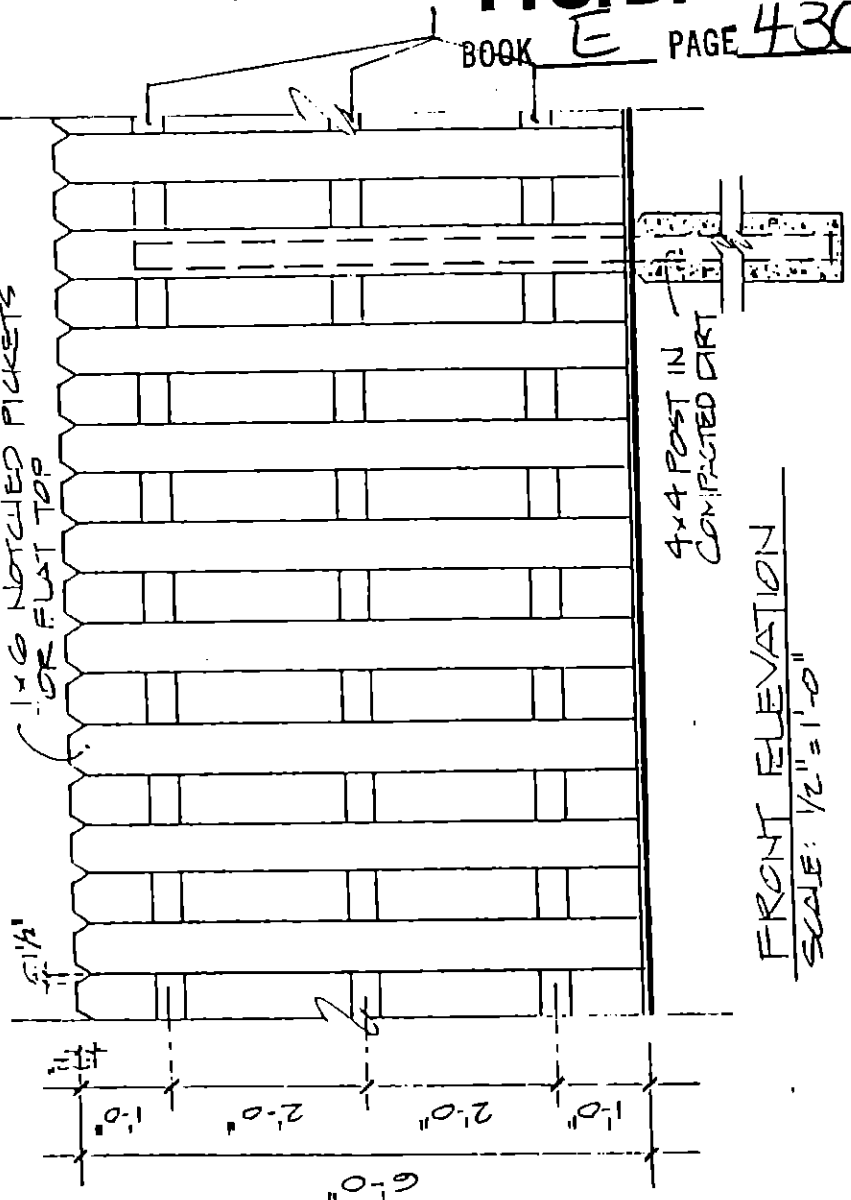
VARIES

15'-0"

4'-0" HT. CONSTANT (FOR 15'-0")

6'-0"

1x6 NOTCHED PICKETS OR FLAT TOP



4x4 POST IN COMPACTED DIRT

FRONT ELEVATION
SCALE: 1/2" = 1'-0"

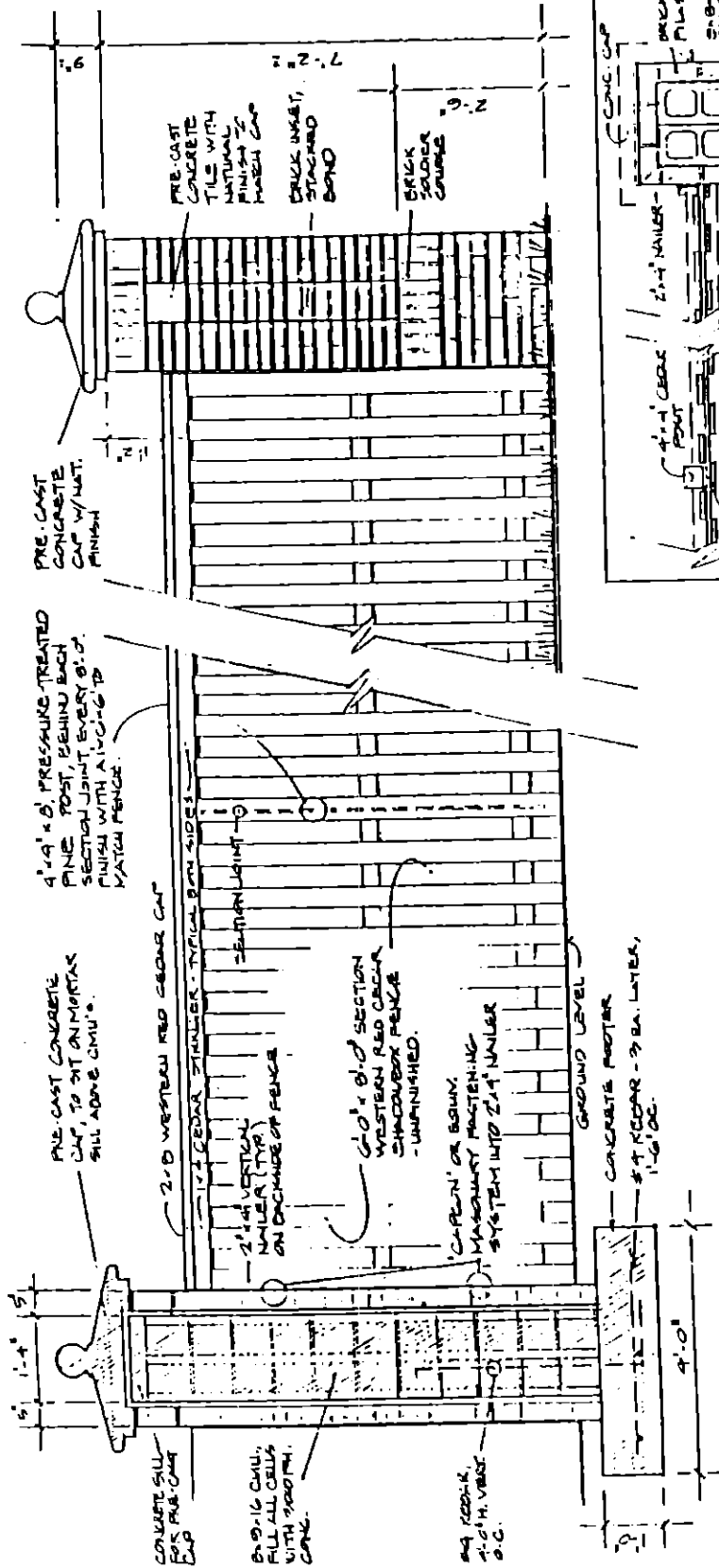
NOTE: ALL WOOD FENCING MAT'L. SHALL BE WESTERN RED CEDAR - "UNFINISHED" UNLESS OTHERWISE SPECIFIED.

1x4 BACKRAIL

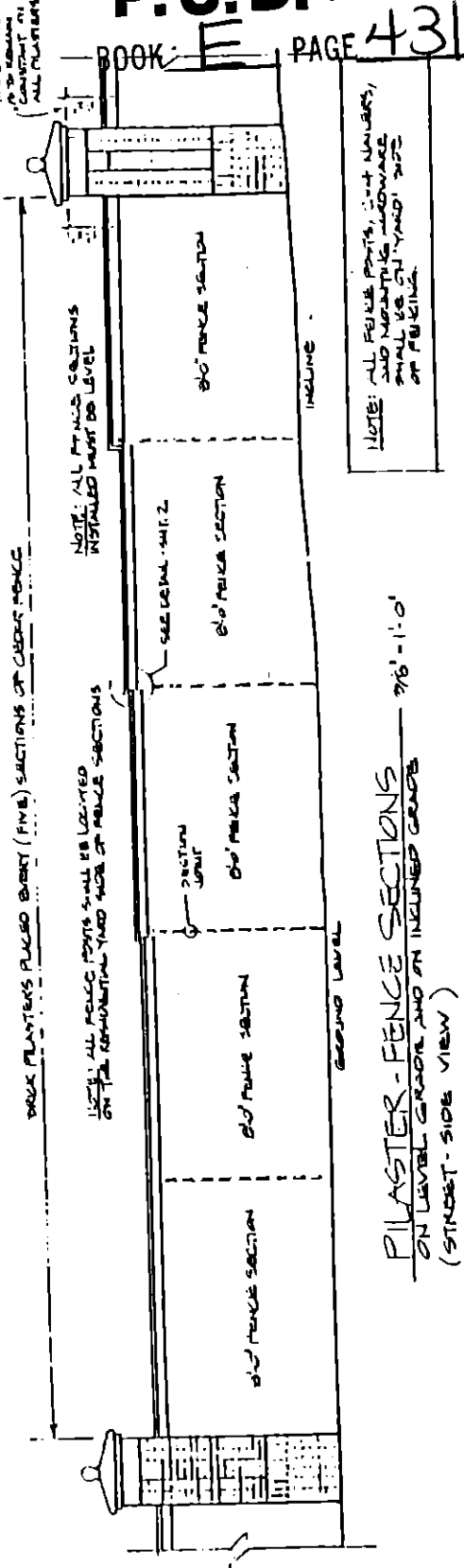
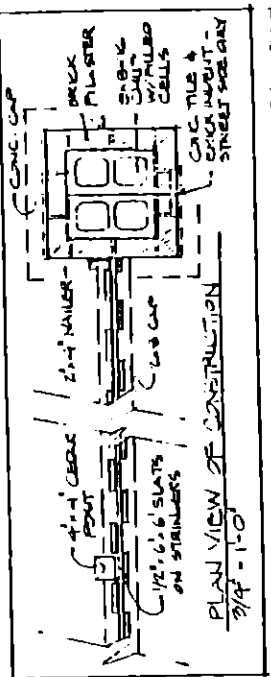
STRUCTURE 4x4 P.T. PI POST, EVERY 8'-0". POST BE SECURE INTO GROUND W/ COMPACT FILL DIRT

SIDE

P.U.D. OFF. REC. BOOK E PAGE 430



SHADOWBOX FENCE
ON LEVEL GRADE



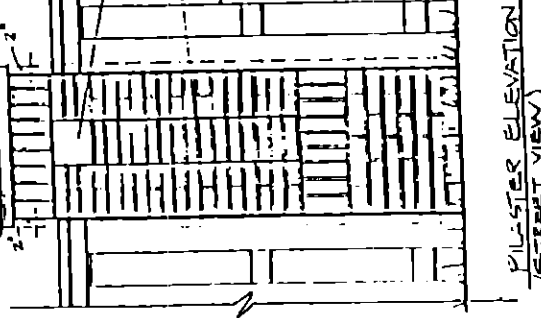
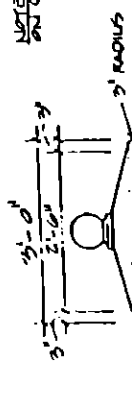
NOTE: ALL FENCE POSTS, 2\"/>

PLASTER - FENCE SECTIONS
ON LEVEL GRADE AND ON INCLINED GRADE
(STREET-SIDE VIEW)

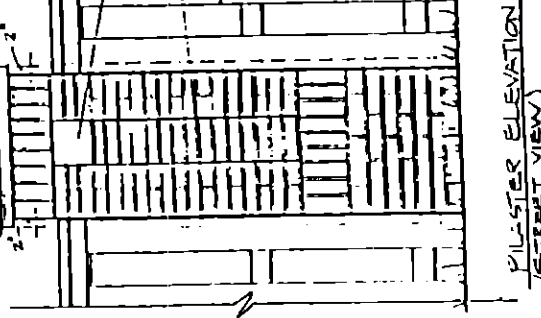
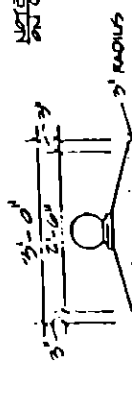
GENERAL NOTES:

- 1 ALL BRICK SHOWN IS MODULAR. EXACT BRICK SHALL BE SPECIFIED BY OWNER.
- 2 THESE DRAWINGS SHALL BE CHECKED BY A FLA-REGISTERED STRUCTURAL ENGINEER. PRIOR TO PERMIT FOR CONSTRUCTION. IS REQUIRED.

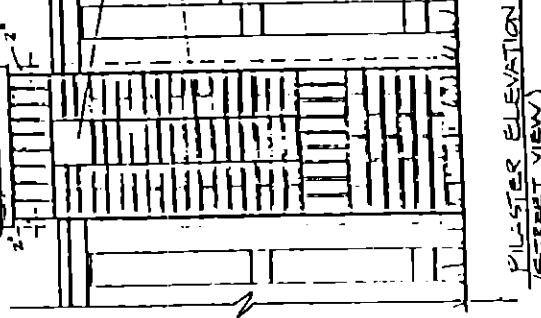
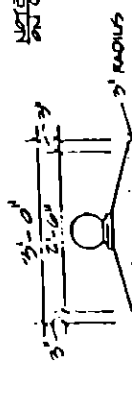
NOTE: DIMENSIONS ON CAP SAME ALL SIDES



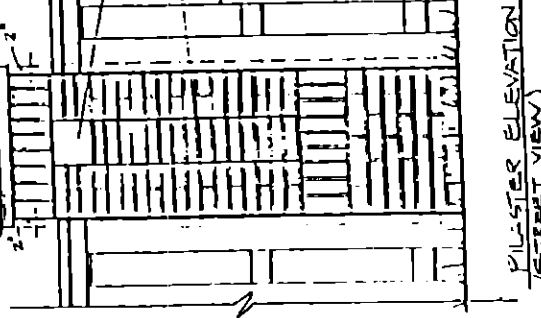
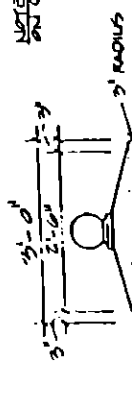
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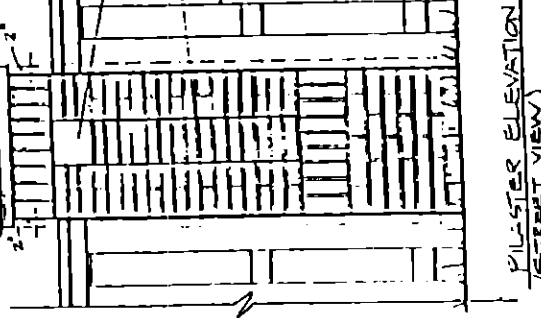
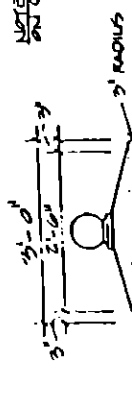
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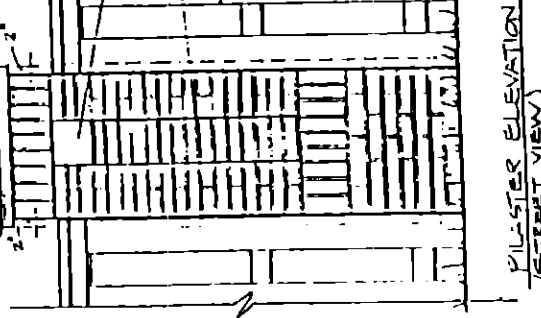
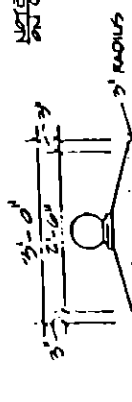
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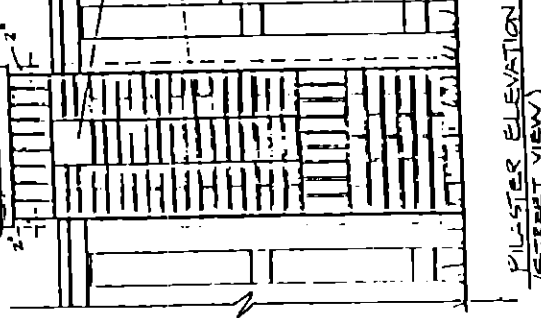
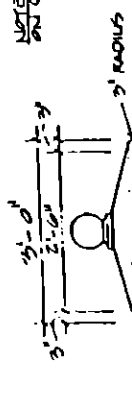
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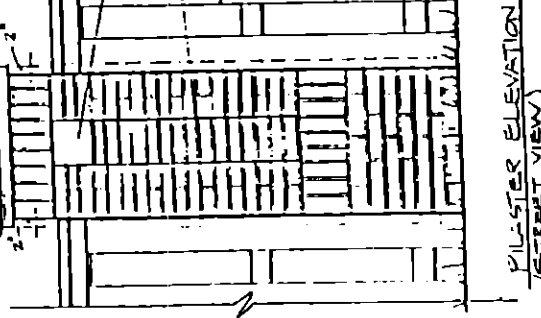
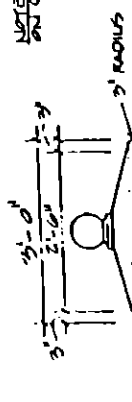
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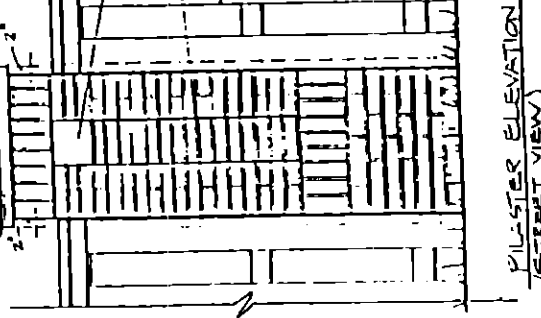
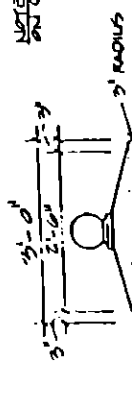
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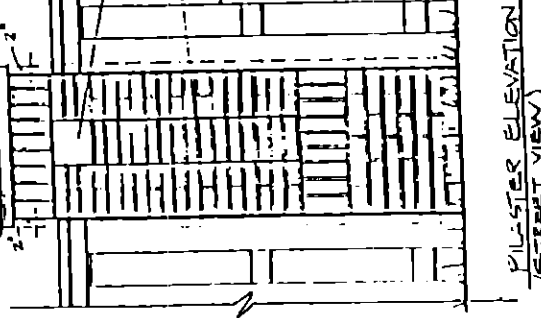
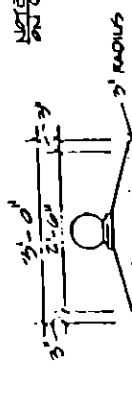
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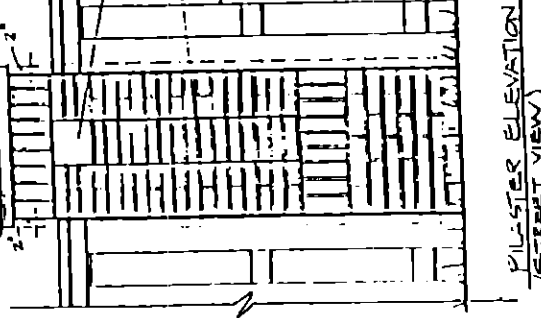
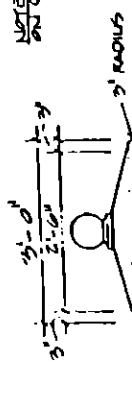
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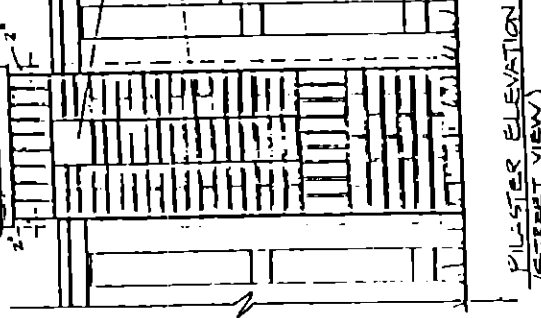
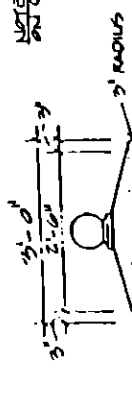
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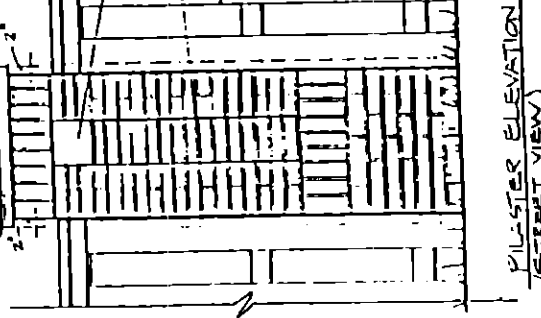
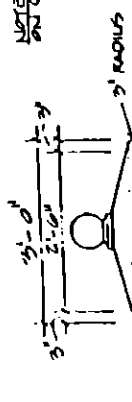
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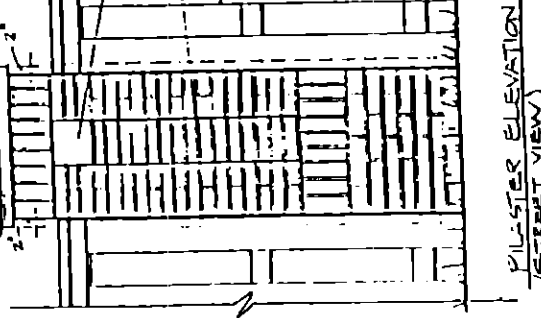
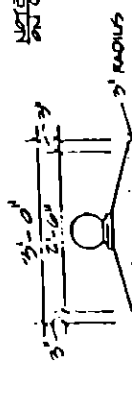
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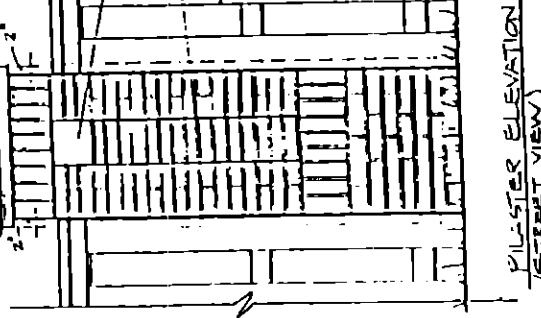
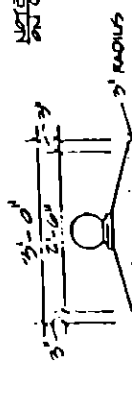
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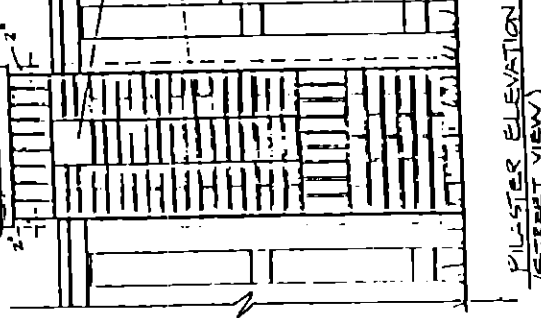
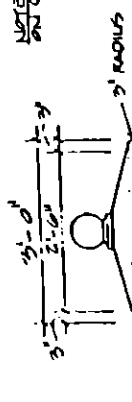
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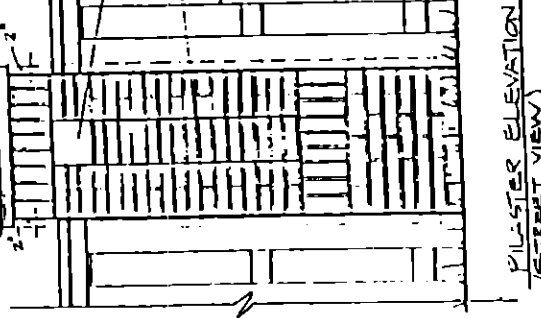
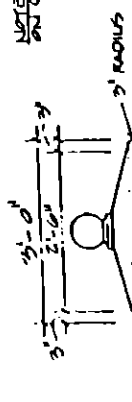
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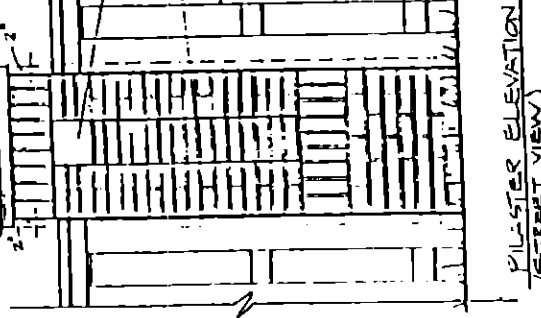
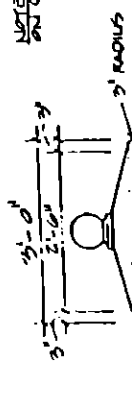
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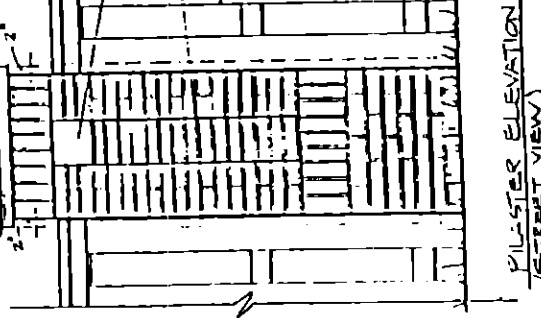
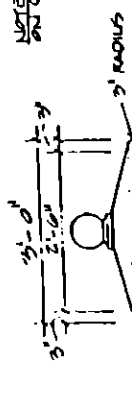
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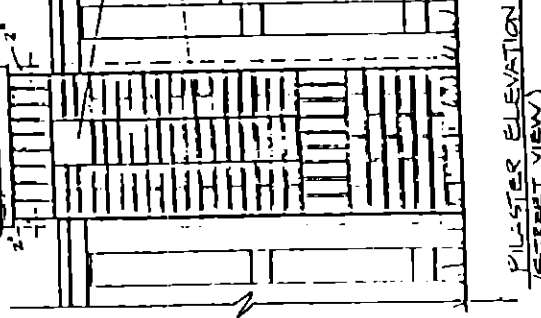
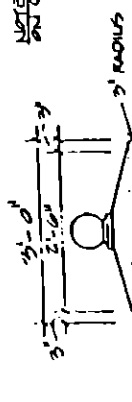
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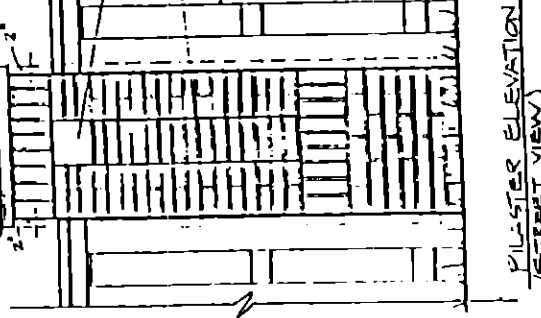
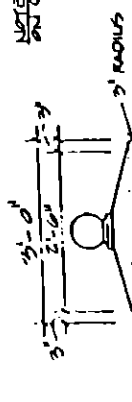
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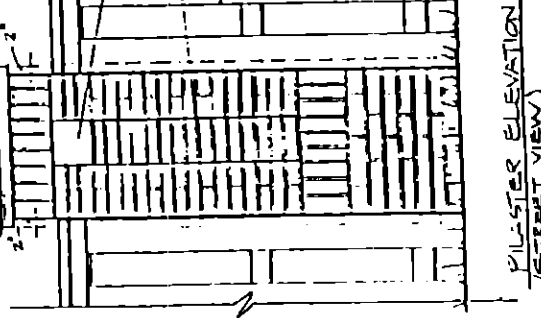
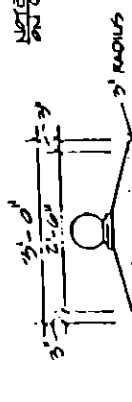
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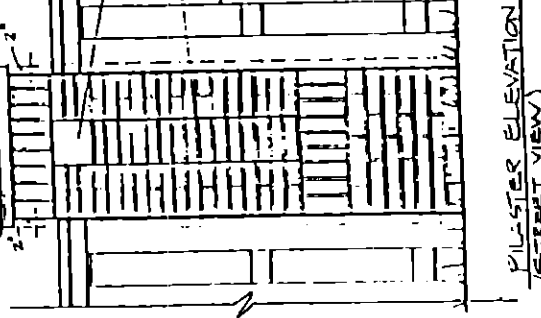
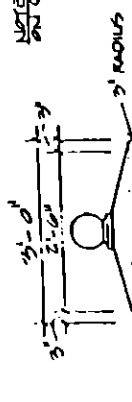
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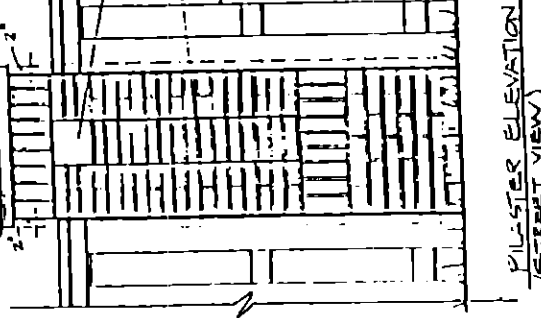
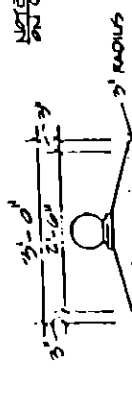
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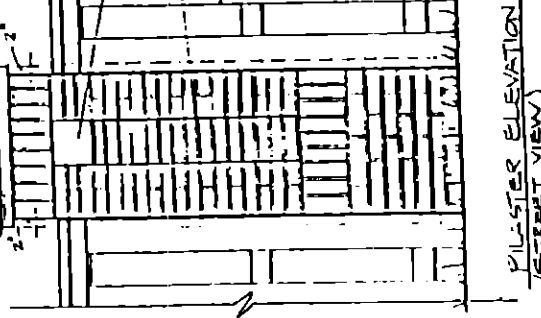
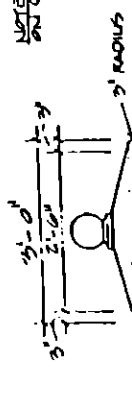
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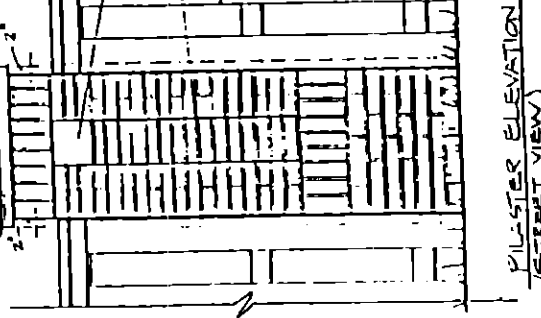
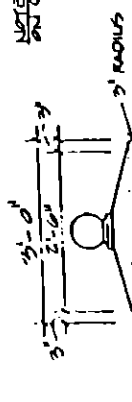
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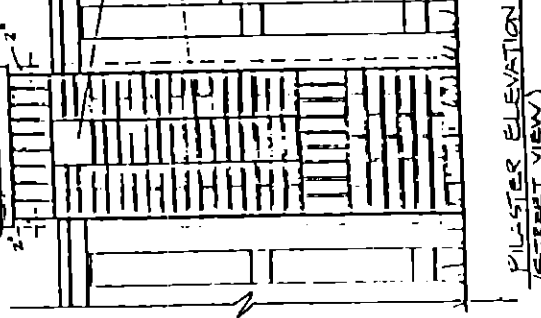
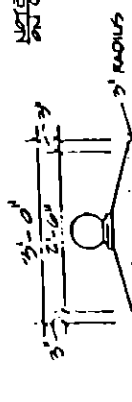
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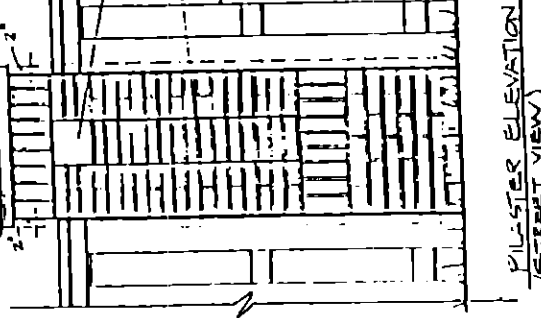
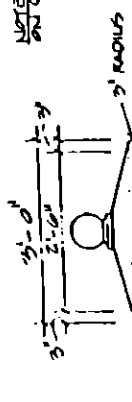
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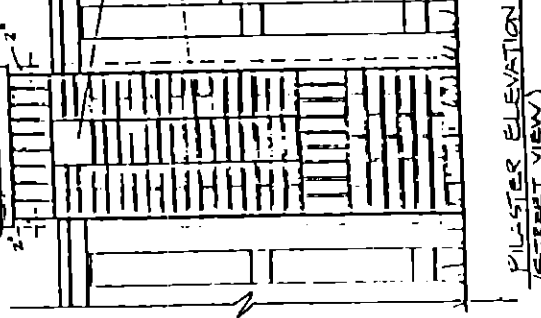
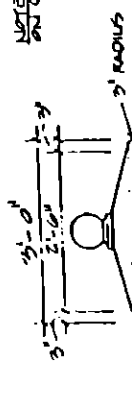
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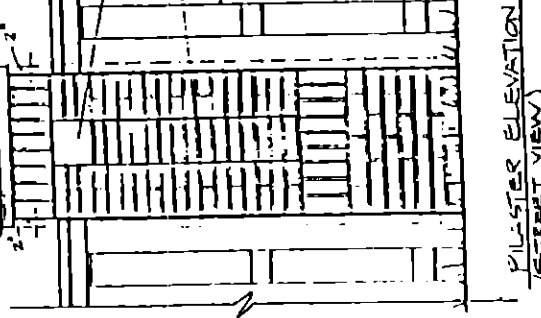
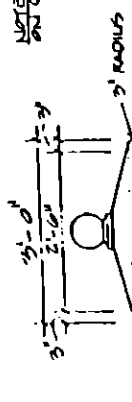
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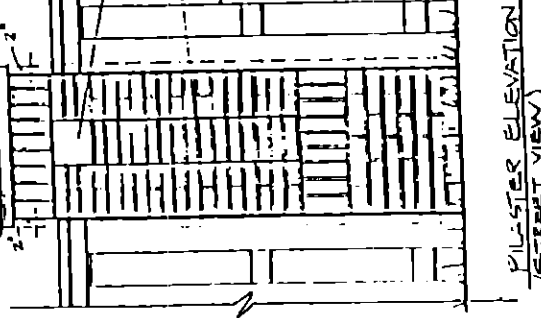
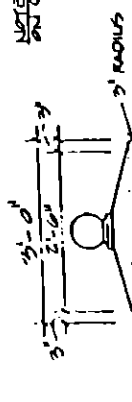
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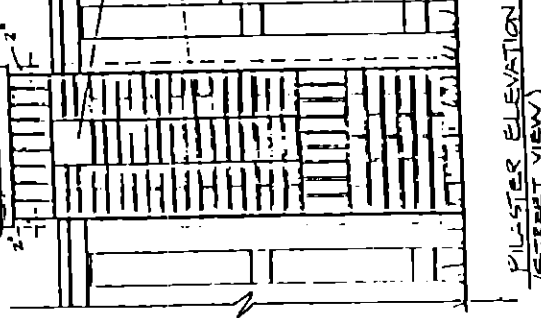
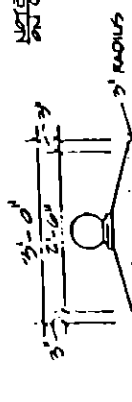
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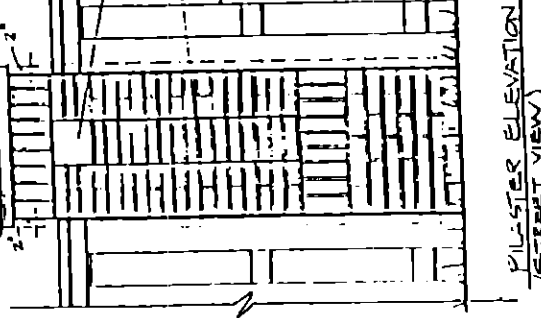
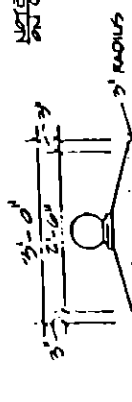
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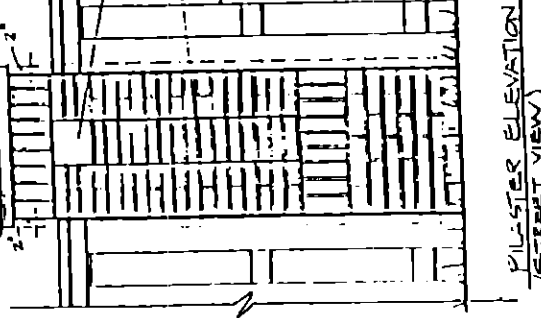
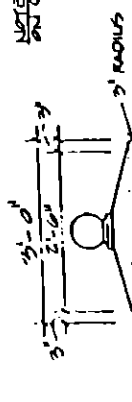
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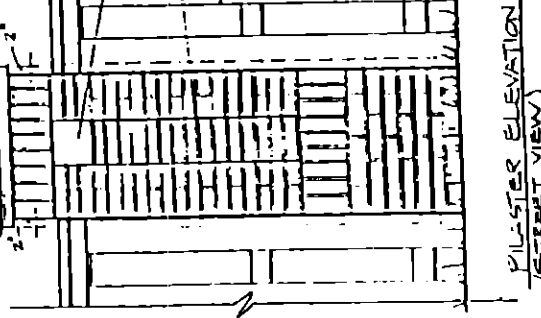
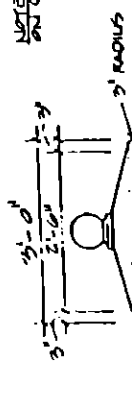
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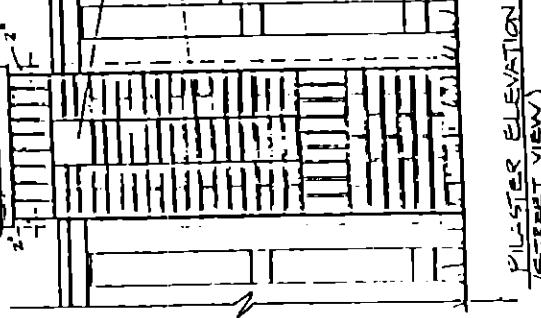
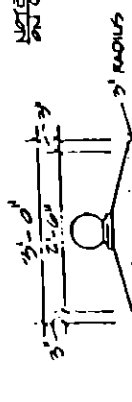
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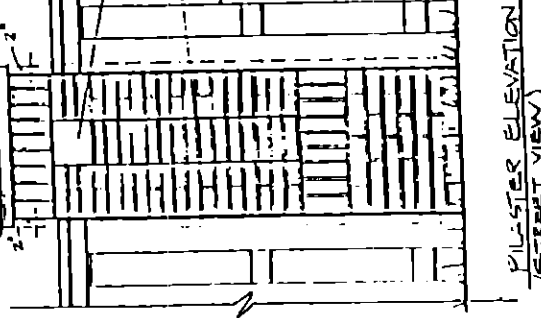
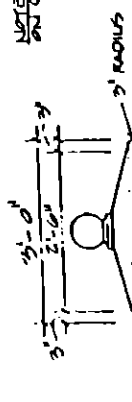
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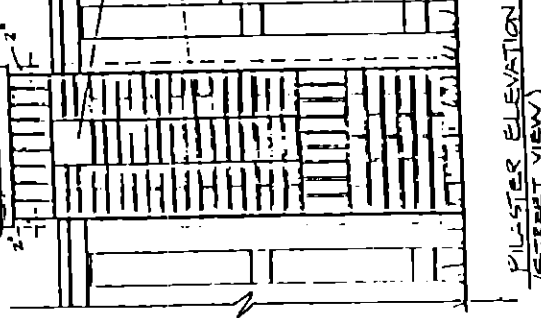
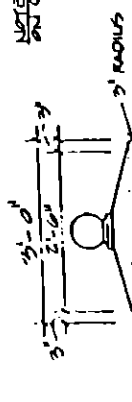
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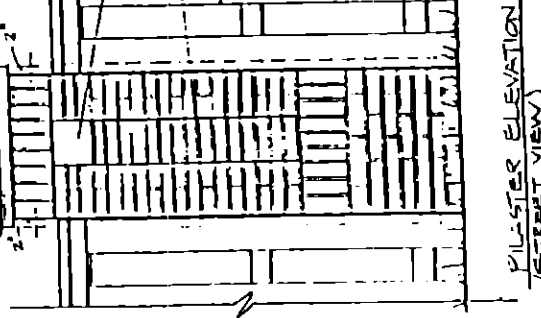
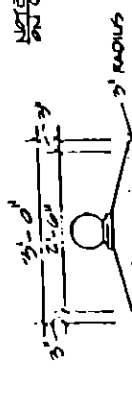
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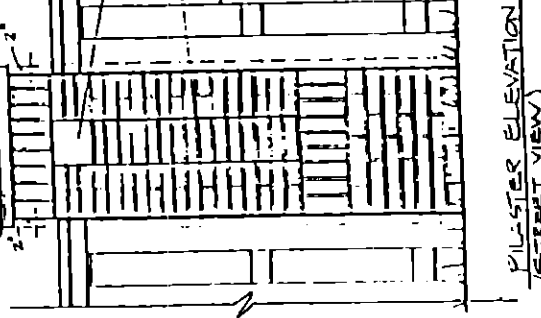
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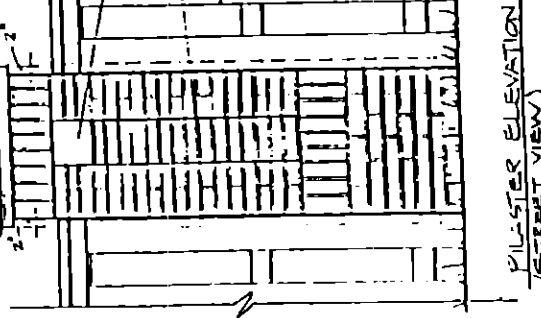
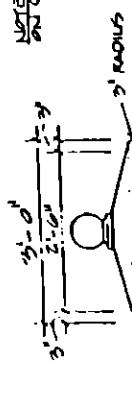
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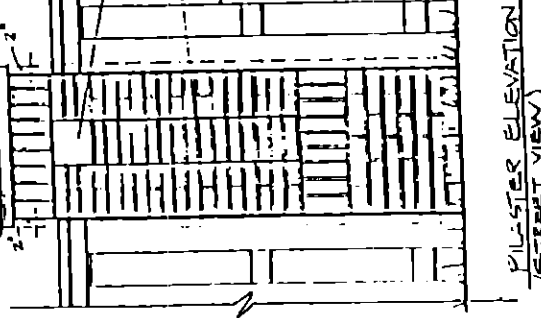
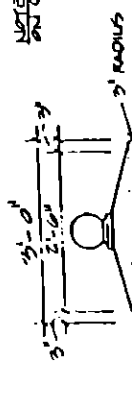
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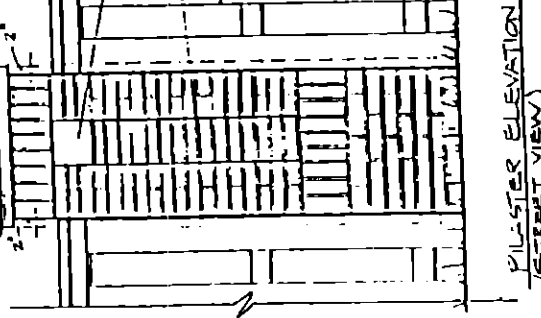
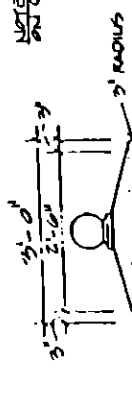
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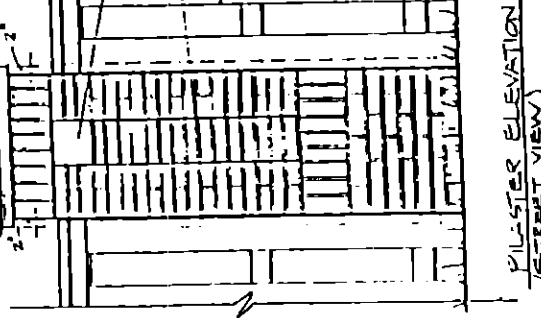
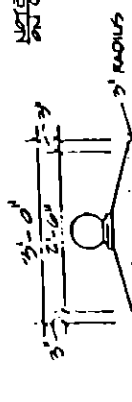
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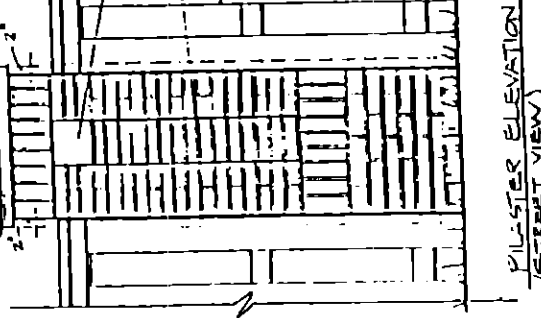
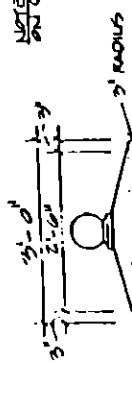
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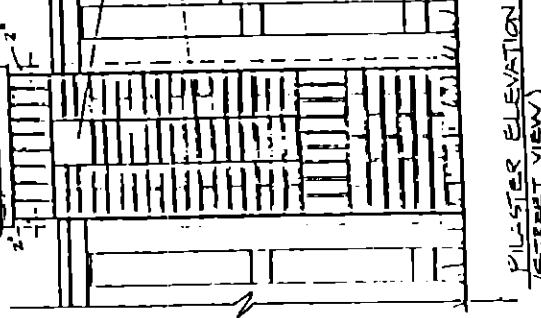
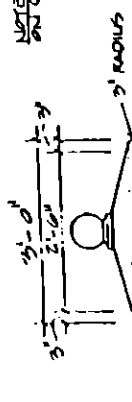
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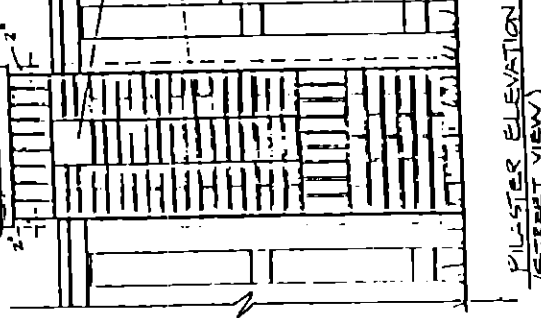
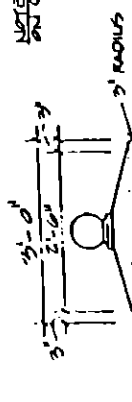
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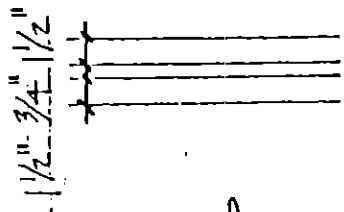
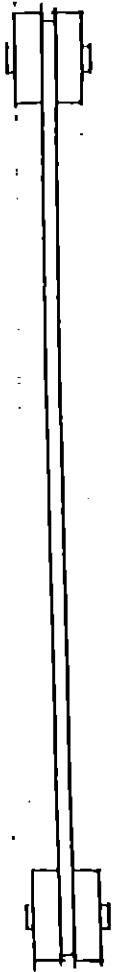


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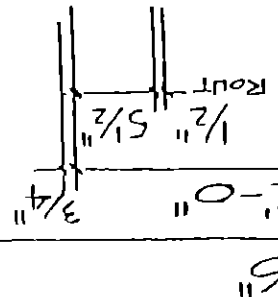
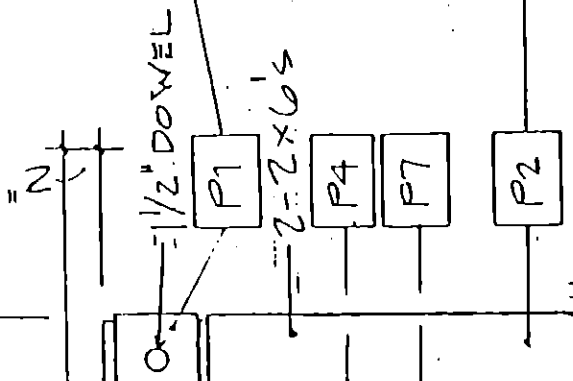


NOTE: FOR
PAINT FINISHES
- REFER TO
COLOR
SCHEDULE

5/2"
4'-0"
3'-0"
6"
1/2" RADIUS
ON ARCH TOP
P2

3/4" MID O.W.
PAINTED BACKGROUND
W/ WHITE VINYL
GRAPHICS

Oak Pointe
Model Homes
at The Greens



P1

P1
P4
P7
P2



ATLANTIC GULF
COMMUNITIES

Illustration No.

3-LINE SALES DIRECTIONAL

Sign Type "G/3"

Julington Creek

P.U.D. OFF. REC.
BOOK E PAGE 433

TYP. SALES DIRECTIONAL
1" = 1'-0" SINGLE-FACE

SummerChase

Design Concept

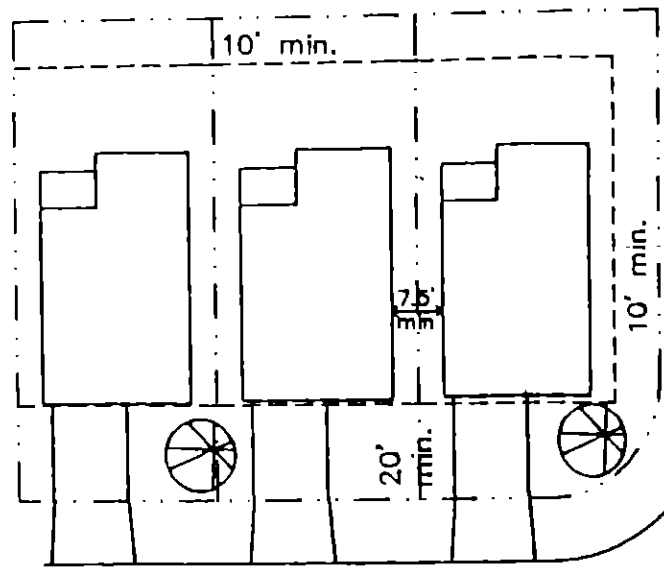
P.U.D. OFF. REC.
BOOK E PAGE 434

Zoning Equivalent: Patio Homes

Requirements:

PATIO HOME SINGLE FAMILY

- 45' min. lot width at BRL.
- 50' min. lot width at corner
- 4000 sf min. lot area
- 50% max. lot coverage
- 35' max. bldg. height
- 2 off-street parking spaces per unit (incl. garage).



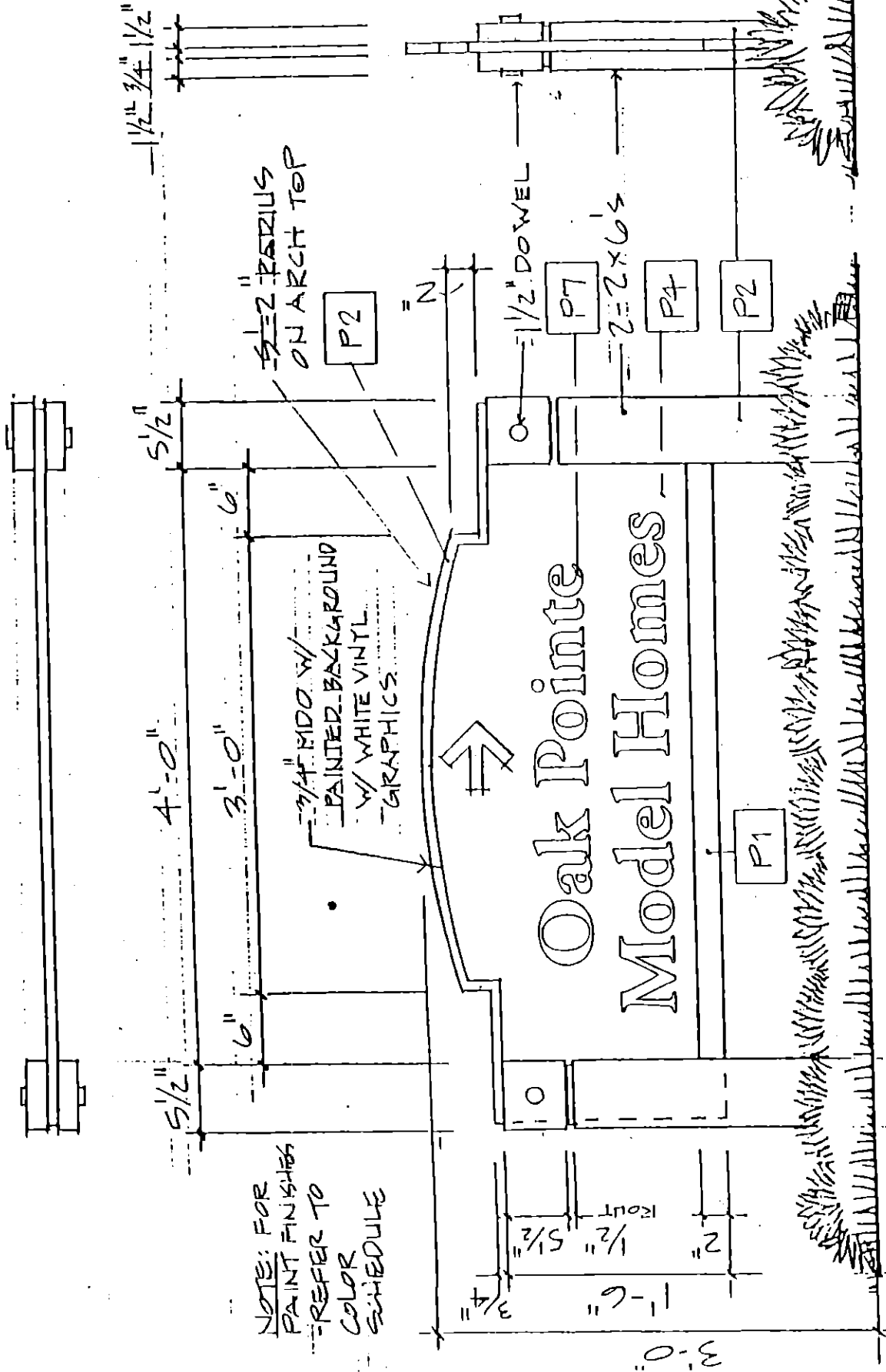
SETBACKS:

- 20' min. front yard
(BRL may be greater at option of developer).
- 10' min. rear yard
- 3' min. side yard provided that combined side yards equal min. 7.5' and 7.5' min. separation between houses.
- 10' min. side yard on corner lot.

Where walls are separated by less than 10 feet, each such wall shall have one (1) hour rated fire walls with no openings unless specifically approved by the Fire Marshal

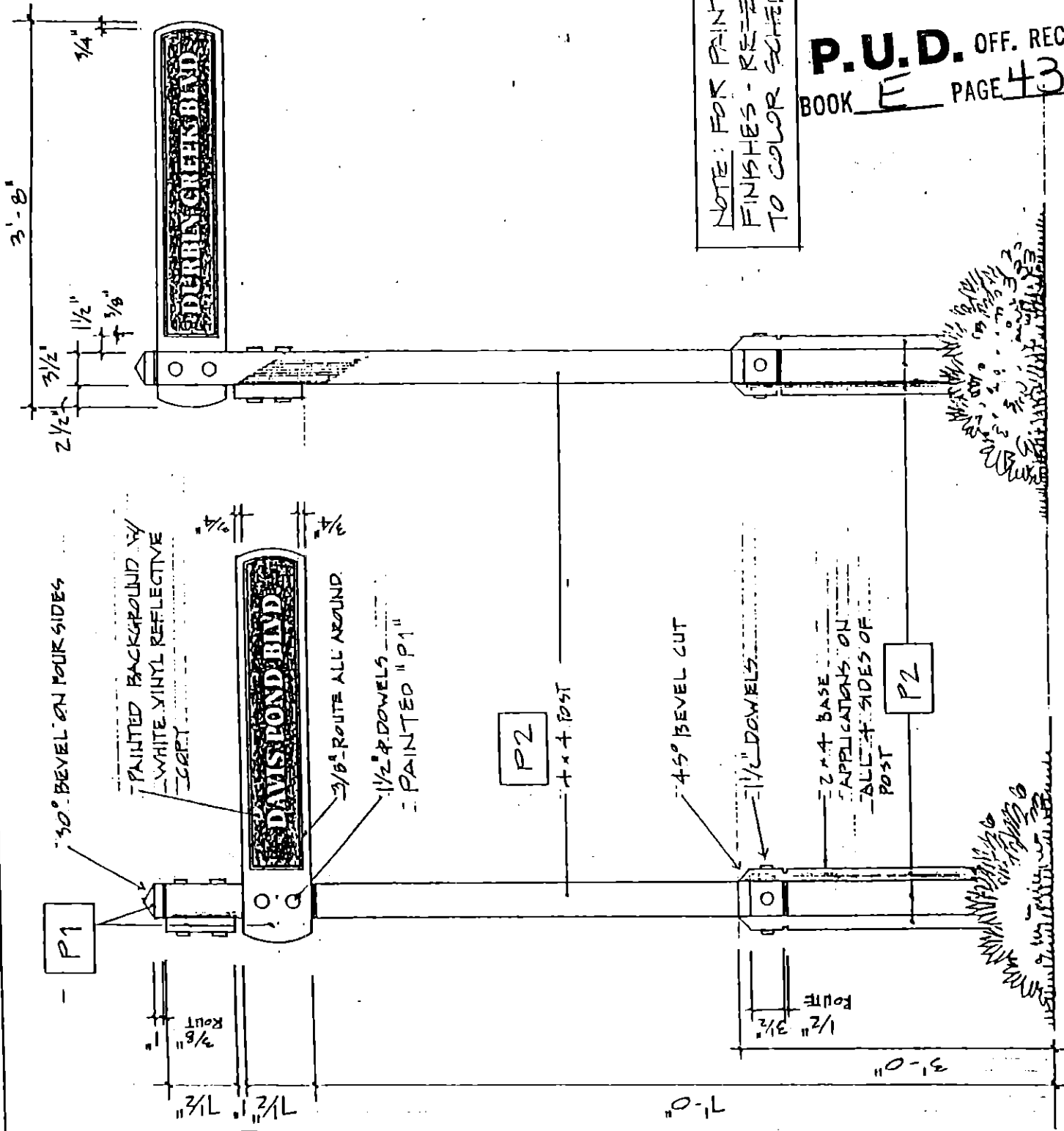
NOTES:

Units to be designed and located on lots so that no side facing gables match gable to gable.



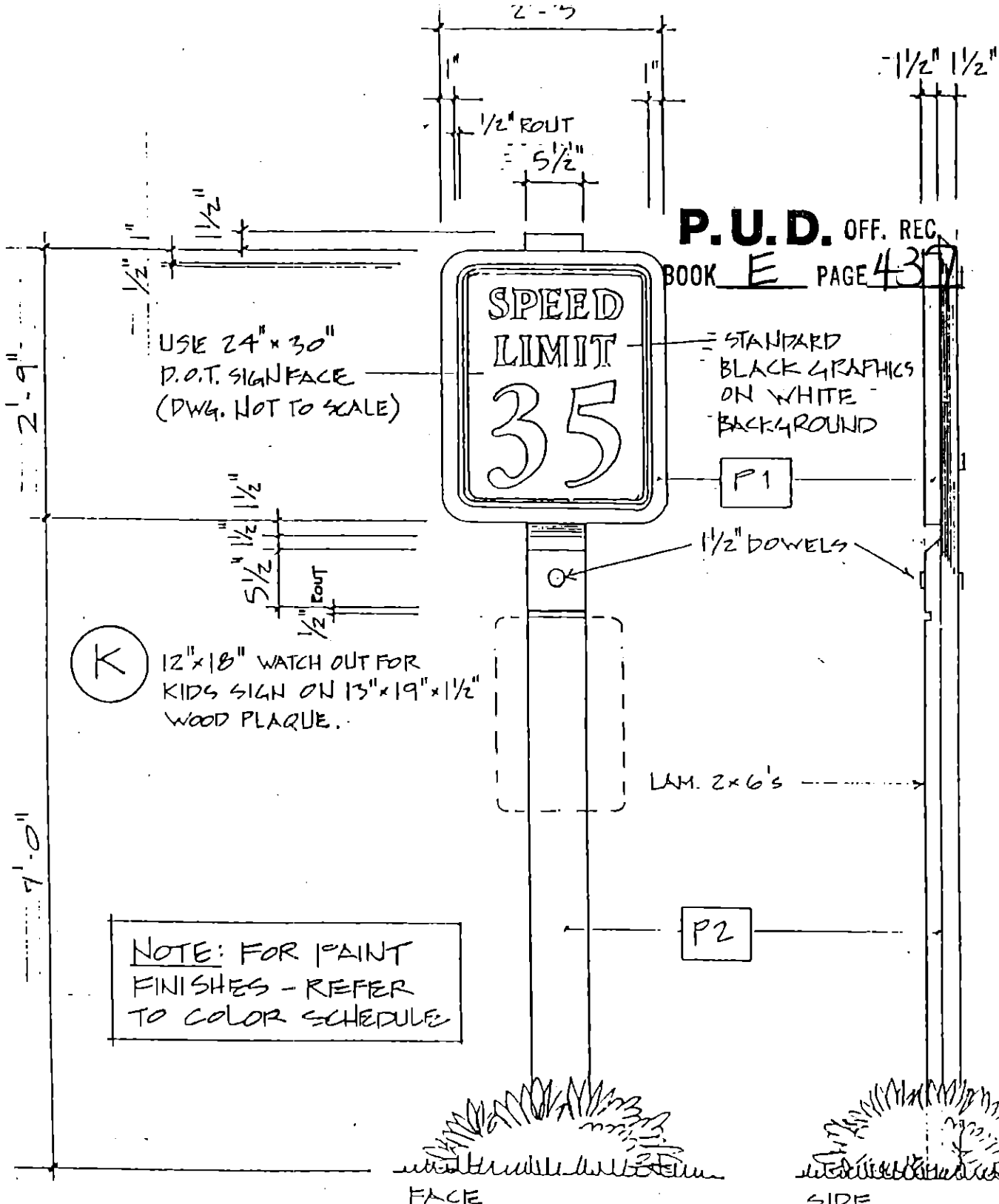
P.U.D. OFF. REC.
BOOK E PAGE 435

TYP. SALES DIRECTIONAL
1" = 1'-0" SINGLE-FACE



NOTE: FOR PAINT FINISHES - REFER TO COLOR SCHEDULE

P.U.D. OFF. REC. BOOK E PAGE 436



USE 24" x 30"
D.O.T. SIGNFACE
(DWG. NOT TO SCALE)

P.U.D. OFF. REC.
BOOK **E** PAGE **437**

STANDARD
BLACK GRAPHICS
ON WHITE
BACKGROUND

P1

1/2" BOWELS

(K) 12" x 18" WATCH OUT FOR
KIDS SIGN ON 15" x 19" x 1/2"
WOOD PLAQUE.

LAM. 2x6's

NOTE: FOR PAINT
FINISHES - REFER
TO COLOR SCHEDULE

P2

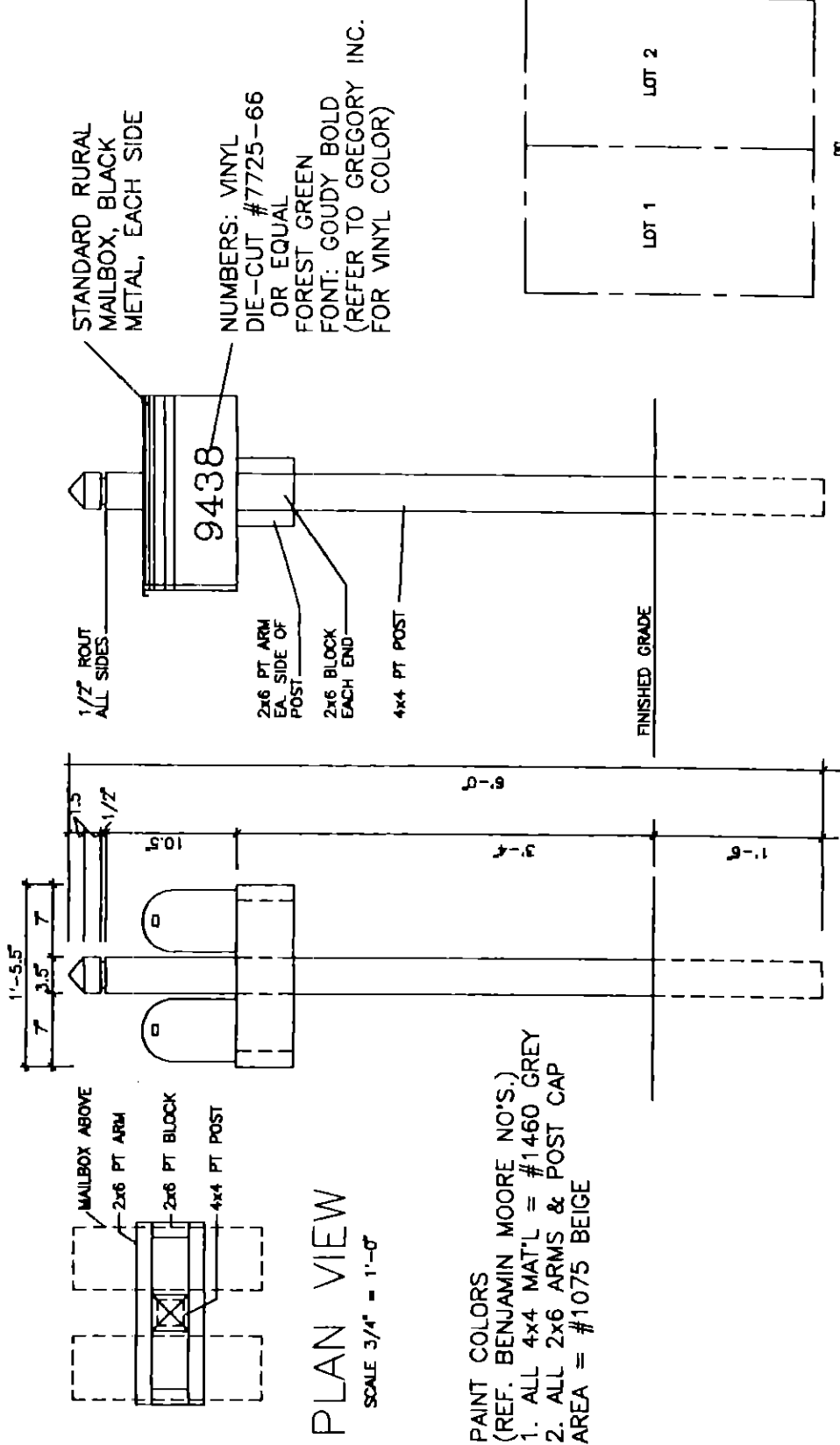
FACE

SIDE

(E) SPEED LIMIT SIGN
1" = 1'-0"

(J) NEIGHBORHOOD WATCH SIGN
18" x 24" SIGNFACE - D.O.T.

(L) KEEP RIGHT SIGN
24" x 30" SIGNFACE - D.O.T.



STANDARD RURAL MAILBOX, BLACK METAL, EACH SIDE

NUMBERS: VINYL DIE-CUT #7725-66 OR EQUAL FOREST GREEN FONT: GOUDY BOLD (REFER TO GREGORY INC. FOR VINYL COLOR)

SIDE ELEVATION
 SCALE 3/4" = 1'-0"

FRONT ELEVATION
 SCALE 3/4" = 1'-0"

SITE PLAN
 NO SCALE

PLAN VIEW
 SCALE 3/4" = 1'-0"

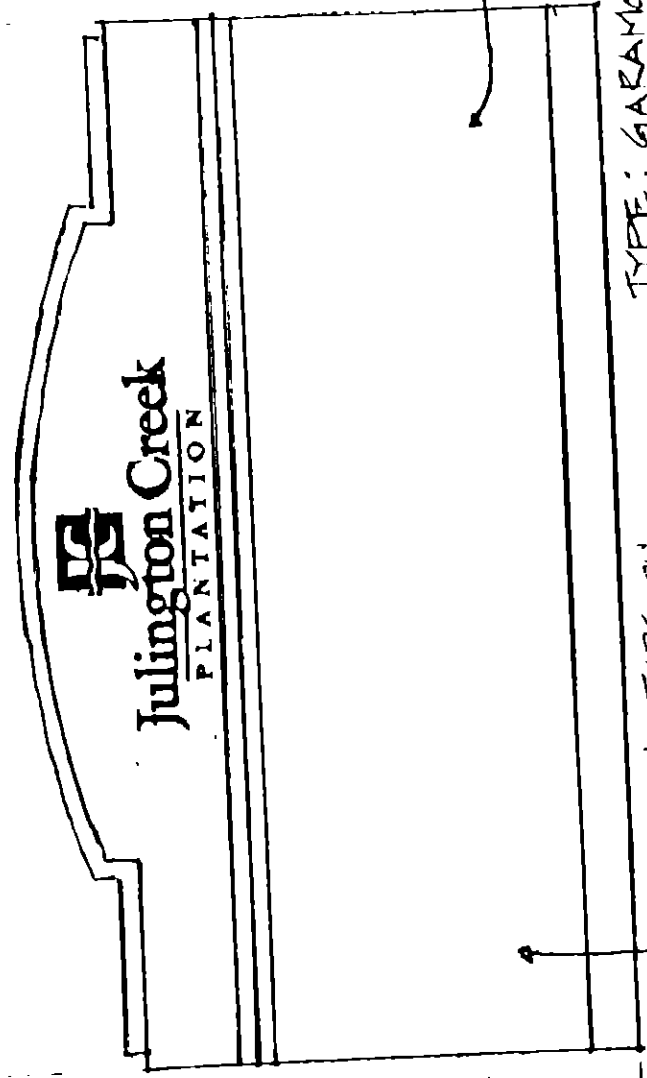
PAINT COLORS (REF. BENJAMIN MOORE NO'S.)
 1. ALL 4x4 MAT'L = #1460 GREY
 2. ALL 2x6 ARMS & POST CAP AREA = #1075 BEIGE

TYPICAL SHARED MAILBOX FOR SUMMERCHASE AT JULINGTON CREEK PLANTATION

NOTE:
PLANS TO BE
DRAWN BY E. BONDI
AT FUTURE DATE
AND APPROVED BY
AGC AND JCPOA/INL

7'-4"

NOTE: FOR CONSTRUCTION SPECS. & DIMEN'S.
SEE SH. 91. USE GRAPHIC DESIGNER'S
SIGNFACE MECH. FOR REPRODUCTION
OF LEADS & TYPOGRAPHY.



SUMMERCASE
LOGO
HERE

P. U. D. OFF. REC.
BOOK E PAGE 439

TYPE: GARAMOND BOLD
CONDENSED 80%.

RAISED LETTERS ON
SANDBLASTED BACKGROUND
PAINT LETTERS WHITE.

SIGNFACE
7/4" = 11-0"

ENTRANCE SIGN AT SUMMERCASE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK E PAGE 440

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

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

RESOLUTION NO. 93-160

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held September 28, 1993.

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 5th day of October, 1993.

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

FILED AND RECORDED
PUBLIC RECORDS
ST. JOHNS COUNTY, FLA.

93 OCT -6 AM 11:46

By:

Yvonne Carter
Yvonne Carter, Deputy Clerk

(seal)

Carl "Bud" Markel
CLERK OF CIRCUIT COURT