

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR SEASIDE AT PONTE VEDRA BEACH UNIT THREE  
A/K/A CROSSROADS PUD, PHASE FOUR**

WHEREAS, the Final Development Plan for Seaside at Ponte Vedra Beach Unit Three a/k/a/ Crossroads PUD, Phase Four has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, the request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 88-57; and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on November 18, 1993; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

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 The Final Development Plan of Seaside at Ponte Vedra Beach Unit Three a/k/a Crossroads PUD, Phase Four made by Crossroads Land, LTD, J.N.M. Crossroads, Inc., General Partner, 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 E attached hereto, and which is known as Crossroads PUD is hereby approved in reliance upon, 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 88-57. 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. This action includes approval of a minor modification to the map exhibit which will decrease the size of certain lots and the retention area subject to the mutual approval of the developer and county administration prior to final plat approval by the Board of County Commissioners.

Section 5. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for Crossroads Association, Inc. is recorded in the Public Records of St. Johns County, Florida.

Section 6. All attachments included herein are incorporated herein and made a part hereof.

ADOPTED THIS 14 DAY OF Dec., 1993.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts  
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Yvonne Carter  
Deputy Clerk



LIST OF EXHIBITS

**P. U. D.** OFF. REC.  
BOOK E PAGE 37

- EXHIBIT A - DEVELOPMENT PLAN
- EXHIBIT B - FINAL DEVELOPMENT PLAN NARRATIVE
- EXHIBIT C - APPLICABLE SECTIONS OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, & LIMITATIONS FOR CROSSROADS
- EXHIBIT D - LIST OF SECTIONS OF DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CROSSROADS
- EXHIBIT E - LEGAL DESCRIPTION

EXHIBIT A

# Seaside at Ponte Vedra Beach Unit Three

(a.k.a. CROSSROADS PUD PHASE FOUR)

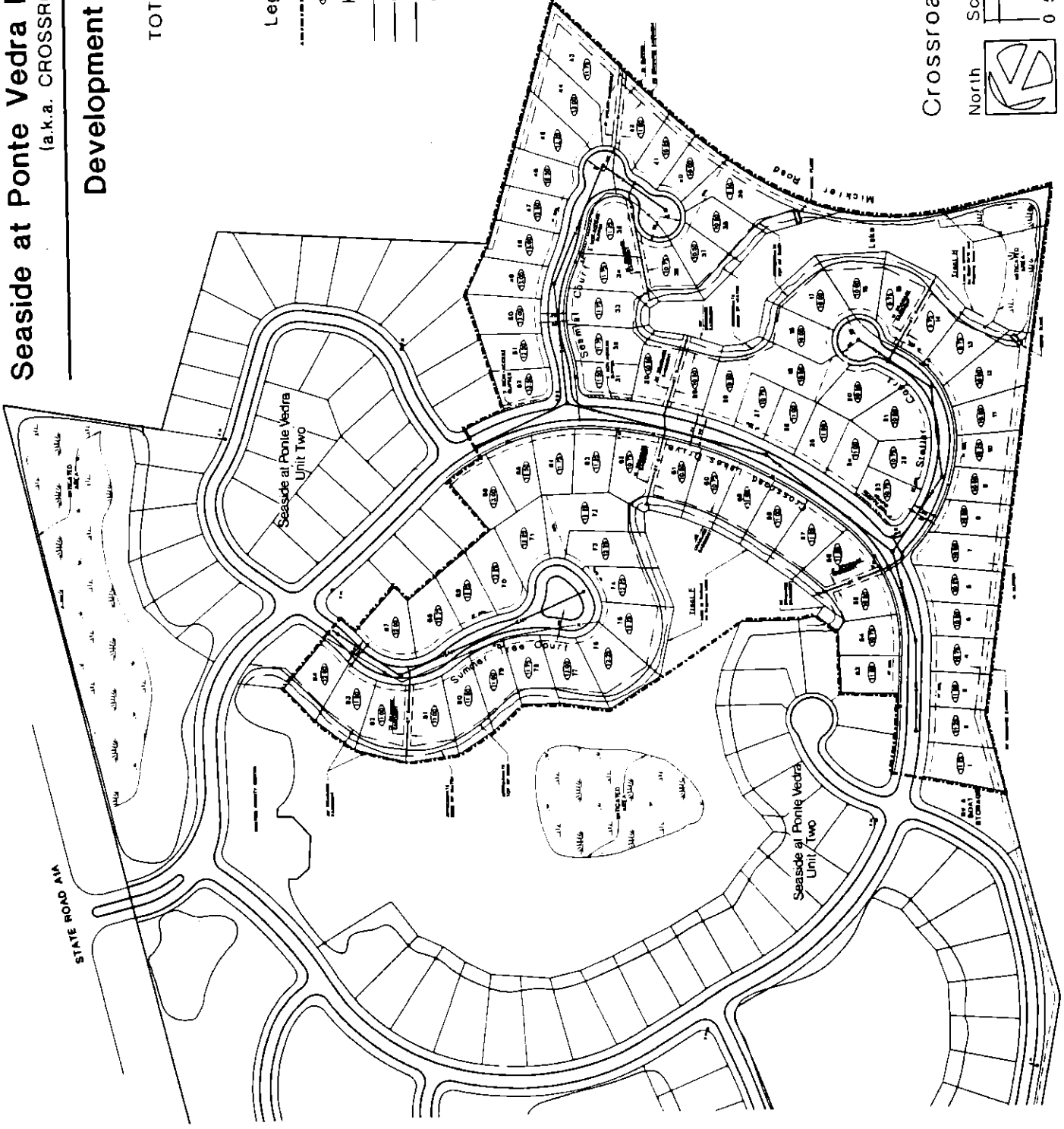
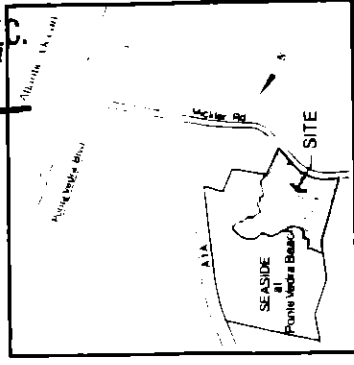
## Development Plan

TOTAL LOTS - 84

P. U. D. OFF. REC.  
BOOK E PAGE 38

### Legend

- Unit Three Boundary
- Min Finished Floor Elevation
- Stop Sign
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Fire Hydrant



Crossroads Land L.T.D.

Rev : 6-10-93

Date : 5-28-93



Consulting Engineers : Connolly & Wicker, Inc  
 Land Planner : Dale C. Eberhardt  
 Land Surveyors : Richard A. Miller & Associates

**P. U. D.** OFF. REC.  
BOOK E PAGE 39

EXHIBIT B  
FINAL DEVELOPMENT PLAN FOR  
SEASIDE AT PONTE VEDRA BEACH UNIT THREE  
A/K/A CROSSROADS PUD PHASE FOUR  
WITHIN CROSSROADS PUD  
AUGUST 20, 1993

Developer  
Applicant:

Crossroads Land, Ltd.  
J.N.M. Crossroads, Inc.  
General Partner  
James N. McGarvey, Jr.

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a single family subdivision to be known as Seaside at Ponte Vedra Beach Unit Three a/k/a Crossroads Phase Four (the "Property" or "Subdivision"). The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map"), this text identified Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Section 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 88-57. The area encompassed by this Final Development Plan is located on 27.76 acres lying along the planned final extension of Crossroad Lakes Drive within the Crossroads PUD. This parcel occupies approximately 15% of the land as shown on the approved Master Plan and as illustrated on "Exhibit A". Under the approved Master Plan, this Parcel may be used for up to 125+ single family units. Seaside at Ponte Vedra Beach Unit Three a/k/a/ Crossroads Phase Four will contain 84 single family lots on approximately 27.76 acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Engineering Department satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to: (a) United States Army Corps of Engineers Dredge Fill Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits; (b) Obtain a land clearing permit pursuant to St. Johns County Ordinance No. 90-11; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) Comply with all other applicable land use and development regulations of St. Johns County. Once the foregoing conditions to construction have been met the developer may proceed to construction of horizontal improvements prior to approval and recording of a final plat.

No lot within the Subdivision shall be conveyed until a final plat has been approved by the Board of county Commissioners of St. Johns County, Florida and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for Crossroads Association, Inc., which has been recorded in the Public Records of St. Johns County, and has been extended (by recording the Extension in the Public Records of St. Johns County) to include Seaside at Ponte Vedra Beach Unit Three a/k/a Crossroads Phase Four.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the covenants which are specifically referenced herein and listed on Exhibit D are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended

all other sections of the covenants.

**P. U. D.** OFF. REC.  
BOOK F PAGE 41

8-4-1 Density of Development

The total ground area occupied by residential buildings and structures in the Subdivision shall not exceed 35 percent of the total ground area committed to residential use. While the exact locations of the buildings may vary slightly, the size of the buildings and numbers of units will not change. All single story homes shall have a minimum of one thousand six hundred (1,600) square feet of living space. All two story homes shall have a minimum of one thousand eight hundred (1,800) square feet of living space (Covenants and Restrictions Article VIII, Section 1(b)). The residential density of this Subdivision is 3.0 units per acre (84 units/27.76 acres).

8-4-2 Open Space

As depicted on the Seaside at Ponte Vedra Beach Unit Three a/k/a Crossroads PUD Phase Four Final Development Plan an area of jurisdictional wetlands to be created per the St. Johns River Water Management District is designated as a portion of Tract H on the Map. This area will not be disturbed after creation. The exact boundaries of this area will be established by survey and shall be depicted on the signed and sealed construction plans and final plat. The areas designated as Tracts F and H on the Map will be used for retention ponds. The median in the cul-de-sac of Summer Tree Court will be landscaped and maintained by Crossroads Association, Inc. Tracts F and H, the roads and the common landscape features within the Subdivision will be maintained by Crossroads Association, Inc., whose membership will include all lot owners within the Subdivision (Covenants and Restrictions Article III and Article V, Section 1).

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

All development which is to occur within the Subdivision will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 84 single family residences in the Subdivision. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots, all defined as a "Parcel" in the Covenants and Restrictions Article I. Furthermore, the covenants establish a minimum 11 foot front setback line, a minimum 5 foot side setback line and a minimum 8 foot rear setback line for each building parcel, subject to the Developer's right to release Lots from minor violations as set forth in the covenants. Building Parcels on which a swimming pool is to constructed shall have a rear set back of 5 feet. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. The minimum lot width at the building setback line shall be 50 feet with a minimum depth of 90 feet (Article VIII, Section 1 (b) and the Second Amendment to the Declaration).

There will be no entry sign to the Subdivision because signage is provided at the main entrance to the PUD along A1A.

Temporary construction trailers may be used within the Subdivision during the housing

Temporary construction trailers may be used within the Subdivision during the housing construction period (which shall be up to 36 months from the date of approval of this final development plan but no longer than one year for this phase). Also, a maximum of three (3) model homes located on Lots to be designated in the future may be used as a temporary sales center. Parking for the temporary sales center shall be within the driveway only.

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

#### 8-4-4 Project Size

The PUD consists of approximately 184.4 acres. This Subdivision consists of approximately 27.76 acres.

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

The Declaration of Covenants and Restrictions for Crossroads PUD assures adequate management and maintenance by Crossroads Association, Inc. of all common areas encompassed by this Final Development Plan. Specifically:

- a. Article II of the covenants provides for conveyance of title to the Common Property to, and ownership by Crossroads Association, Inc., which is the duly constituted and legally responsible community association.
- b. The covenants attached limit use of the Common Property. Article IV Section 1, of the Declaration grants the association the right to charge fees for the use of common recreational facilities and impose other limitations on the use of common elements.
- c. Section I of Article V of the Declaration provides the association shall be responsible for the exclusive management and control of the common area and all improvements thereon.
- d. Section I of Article V provides any owner or the association shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the Declaration.
- e. Article V of the Declaration provides the association may levy annual and special assessments against each lot situated within the PUD.
- f. Article VII of the Declaration provides for an Architectural Committee ("AC") which shall approve all construction plans prior to the issuance of a building permit for construction purposes.
- g. Article VIII Section 1(d) of the Declaration provides the County with the power to decline zoning clearances for occupational licenses without prior review or approval by the AC.

8-4-6 Access

As depicted in the final development plan, each unit is provided vehicular access within the property via a system of private drives. These interior drives are common areas, owned by the association. Section I of Article IV of the Declaration grants each owner an easement to use said private drives. Crossroad Lakes Drive provides access from the PUD to highway A1A. The members of the Crossroads Association, Inc. shall share, on a pro-rata basis, in the cost of maintaining all private drives.

8-4--7 Privacy

Each dwelling will be provided visual and acoustical privacy by virtue of lot sizes and architectural control of the Subdivision by the Architectural Committee of Crossroads Association, Inc.

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. All utilities serving the property including telephone, power, cable television, sewer line and water lines will be installed underground. Also to be shown on the final engineering plans is the location and design of the storm sewer facilities serving the property and the grading and topography of the site facilitating proper drainage of storm waters.
- 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:
  1. The final development plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Location of the fire hydrants serving the property are also depicted on the final development plan.
  2. All streets located within the development shall be designed in accordance with St. Johns County standards, in accordance with Ordinance No. 86-4 as Amended, and shall be owned and maintained privately by the Crossroads Association, Inc.
  3. The property will be used for single family residential lots. Therefore, in accordance with Subsection a of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels

and public streets and alleys is graphically depicted on the Map as approved by the St. Johns River Water Management District. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4 and shall be depicted on the Final Plat.

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, the main loop road known as Crossroad Lakes Drive shall have right of way of 60 feet and a minimum pavement width of 24 feet. Interior drives on the property shall have a right of way of 50 feet and a minimum pavement width of 20 feet. Cul de sacs shall have a right of way of 100 feet and pavement width of 80 feet. All interior drives are or will be privately owned and maintained by Crossroads Association, Inc. Ordinance 86-4 requires 24" curb and gutter. A variance from this requirement of 24" curb and gutter to 18" curb and gutter is requested.

9-1-5            Marking of Parking Spaces

As shown on the Map, there will be no street parking spaces other than private driveways and garages.

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 does not apply because there will be no parking spaces for ten or more vehicles in any one location on the Property.

9-2              Location

The required off-street parking facilities will be located upon the same parcel of land they

are intended to serve.

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BOOK F PAGE 45

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

The Property will be used for single family residential lots. Therefore, in accordance with Subsection a of 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

C

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

DEVELOPER  
APPLICANT:

Crossroads Land, Ltd.  
J.N.M. Crossroads, Inc., General Partner

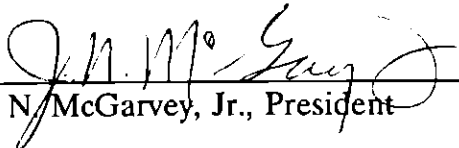
By:   
J. N. McGarvey, Jr., President

EXHIBIT C

**P. U. D.** OFF. REC.  
BOOK E PAGE 46

APPLICABLE SECTIONS OF THE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,  
RESTRICTIONS & LIMITATIONS FOR CROSSROADS

ATTACHED HERETO

DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS  
FOR  
CROSSROADS

P. U. D. OFF. REC.  
BOOK F PAGE 47

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THIS DECLARATION, is made this 27 day of June 1989, by CROSSROADS PLANTATION, a Florida general partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be acquired, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, limitations, easements, charges and liens hereinafter set forth.

## ARTICLE I

## DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the real property described on Exhibit "B" attached hereto, which real property may be added to the Property by Supplemental Declaration, and which Additional Property shall then be included in the term "Property". Provided, however, the Additional Property shall not include any portion of the Exhibit "B" real property which is designated "Commercial" on the PUD for such property.

(b) "AC" shall mean and refer to the Architectural Committee, as provided in Article VII hereof, which shall consist of at least three members who shall be appointed by the Board of Directors.

(c) "Master Association" shall mean and refer to Crossroads Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Master Association shall be referred to as the "Master Association Articles of Incorporation" and the "Master Association Bylaws" respectively. The Master Association shall own the Common Areas and shall be responsible for the operation, maintenance, repair and replacement of improvements within the Common Areas.

(d) "Master Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(e) "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

(f) "Charges" shall mean and include all General Assessments, Special Assessments and Parcel Assessments.

(g) "Common Area" or "Common Areas" shall mean and refer to all property interests now or hereafter owned by the Master Association which are intended for the common use and enjoyment of the Owners. The Common Areas shall include, without limitation, streets, parking lots, walkways, street lighting, signage, tennis courts, swimming pool, clubhouse, beach access easement, if any, pavilions, fishing pier, lakes, ponds, watercourses, drainage ditches and such other improvements and facilities within the surface water management system as shall be required by the St. Johns River Water Management District.

(h) "Covenants" shall mean and refer to the covenants, restrictions, conditions, limitations, easements, charges and liens contained in this document.

(i) "Declarant" shall mean and refer to Crossroads Plantation, a Florida general partnership, or to any successor or assign of all or substantially all of its interest in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

(j) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Limitations applicable to the Property.

(k) "Family" shall mean and refer to the social unit consisting of a husband and wife and the children who reside with them, if any; or a parent and the children who reside with him or her.

(l) "General Assessments" shall mean and refer to those assessments required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments," and elsewhere in this Declaration.

(m) "House" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached in a townhouse style or other manner.

(n) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels or roads that adjoin the Property by reason of a privacy wall.

(o) "Living Space" shall mean and refer to any heated and air conditioned single family residential dwelling.

(p) "Master Plan" shall mean and refer to the conceptual plan for the development of the Property and Additional Property as a planned unit development which has been approved by St. Johns County, Florida, as that plan may be amended from time to time.

(q) "Member" shall mean and refer to those persons entitled to membership in the Master Association as provided in this Declaration and/or the Master Association Articles of Incorporation and Bylaws.

(r) "Mortgage" shall mean any bona fide first mortgage encumbering a Parcel as security for the performance of an obligation.

(s) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(t) "Neighborhood" shall mean and refer to any platted subdivision, condominium project or other residential development within the Property and any Additional Property.

(u) "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Parcel, the Owner of such Parcel shall be the purchaser under said contract and not the fee simple title holder.

(v) "Parcel" shall mean and refer to any plat of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property or

P. U. D. OFF. REC.  
BOOK     PAGE 48

Additional Property, or any condominium unit if the same is included in the Property or Additional Property. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard. The Master Plan, as currently constituted, contemplates the inclusion of 432 Parcels within the Property and Additional Property. The Master Plan is subject to change from time to time by Developer.

(w) "Parcel Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Parcel.

(x) "Special Assessment" shall mean and refer to any assessment referred to in Article VI hereof.

(y) "Supplemental Declaration" shall mean any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Declarant extending the provisions of this Declaration to the Additional Property.

(z) "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities used in connection with sewage disposal, water supply, gas, electricity, telephone, cable television and all other related services.

(aa) "Yard" shall mean and refer to any and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping and improvements.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Covenants. The Declarant hereby subjects the Property to the Covenants. The Property shall be conveyed and occupied subject to the Covenants, which shall run with title to the Property and shall be binding upon the Declarant and upon all parties acquiring any interest in the Property after the recording of this Declaration. The Covenants are intended to create perpetual and non-exclusive easements and enforceable rights and obligations in favor of and against Declarant and each Parcel and its Owner.

Section 2. Additional Property. Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date hereof, from time to time and within its sole discretion, to annex other properties within the Additional Property for the purpose of adding additional Common Areas or Parcels to be subject to the provisions of this Declaration.

Section 3. Other Additions. Other land may also be annexed to the Property upon the consent in writing of the Owners of a majority of the Parcels and of the Class B Member, if any, together with the necessary governmental approvals, if any, required by law.

Section 4. Supplemental Declaration. The addition of property to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida a Supplemental Declaration with respect to the land which is added. A Supplemental Declaration shall contain the designation of Common Areas within the land which is added and any additions to or modifications of the provisions hereof applicable to the land which is annexed as may be necessary to reflect the different character, if any, of the land which is annexed. A Supplemental

P. U. D. OFF. REC.  
BOOK 11 PAGE 49

Declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

Section 5. Effect of Annexation. In the event that any land is added to the Property pursuant to the provisions of this Article, such land shall be considered within the definition of the Property for all purposes of this Declaration, and all voting of each class of membership of the Master Association, and all voting by the Owners hereunder shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the land which is added. Common Areas, which are added separately, or are located within such Additional Property shall be conveyed to the Master Association. All Members of the Master Association shall be obligated to pay a prorata portion of the expenses related to such new Common Areas.

Section 6. Parcel Descriptions. No Parcel shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify subdivision plats of the Property if all Owners to whom Parcels on such Plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

### ARTICLE III

#### OWNERSHIP AND MEMBERSHIP

Section 1. Owners. A Parcel may be owned by one or more natural persons or an entity other than a natural person, as long as such entity is wholly owned by one natural person, a married couple or two persons of the same Family; provided, however, that a Parcel may be owned by a corporation or partnership which is in the business of building homes for resale and purchases the Parcel with such intent.

Section 2. Association Members. Every Owner shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from title to any Parcel, except as provided for herein. Upon acquiring title to any Parcel, the purchaser shall provide a copy of the recorded deed to the Master Association.

Section 3. Voting Rights. The Master Association shall have two classes of voting membership;

(a) Class A. Class A Members shall be all Owners with the exception of Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, between themselves, determine, by written designation to the Master Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. The Class B Member shall be Declarant who shall be entitled to a total number of votes equal to four (4) votes for each one (1) vote held by a Class A Member until (i) three (3) or less Parcels remain to be sold by Declarant, (ii) December 31, 2009 or (iii) Declarant terminates in writing its Class B membership, whichever shall first occur. Thereafter, Class B Membership shall cease and Declarant shall become a Class A Member as to the remaining planned, but unconveyed Parcels its owns.

P. U. D. OFF. REC.  
BOOK E PAGE 51

## ARTICLE IV

## OWNER'S RIGHTS AND OBLIGATIONS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the non-exclusive right, privilege and easement in perpetuity to use the Common Areas for the purposes for which the Common Areas are designed, in common with other Owners and Declarant, including Declarant's licensees, agents, invitees and guests. This easement shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Master Association's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Master Association to charge assessments and other fees for the maintenance of the Common Area and the facilities and services provided Owners as described herein.

(b) The right of the Master Association to adopt rules and regulations governing the manner and extent of use of the Common Area and the personal conduct of the Members and their guests thereon.

(c) The right of the Master Association to assess fines, suspend the voting rights and the right to use of the Common Area of an Owner for any period during which any fine or assessment against his Parcel remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Master Association Bylaws or the Master Association Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Master Association may not deny an Owner's right of ingress and egress to his Parcel.

(d) The right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(e) The right of the Master Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on their respective properties for the purpose of improvements or repairs to such property or facilities upon approval by the Class B Member, if any, and seventy-five percent (75%) of the Class A Members at a regular meeting of the Master Association or at a special meeting called for this purpose.

(f) The right of Declarant to grant and reserve easements and rights-of-way through, under, over and across the Common Area.

(g) The right of Declarant or Master Association to acquire, extend, terminate or abandon easements.

(h) As to any lakefront lots, the area lying between the rear lot boundary line and the ordinary water line of the lake (the "Lake Bank") shall be reserved for the exclusive use of the upland lot owner except that the Master Association shall have an easement over the Lake Bank for maintenance of the lake; provided, however, the upland lot owner shall be obligated to landscape the Lake Bank as approved by the AC and to maintain the area and landscaping.

Section 2. Assignment of Rights to Tenant. Any Owner may assign his right of enjoyment to the Common Area and the facilities thereon to his tenant who resides on the Parcel for the duration of the tenant's lease, subject to the provisions of this Declaration, the Master Association Bylaws and the Association Rules and Regulations.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area, facilities or personal property of the Master Association or of Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licensees, invitees, agents, employees or members of his family as a result of negligence or intentional acts, such Owner authorizes the Master Association to repair the damage or replace any property destroyed. Such repair or replacement will be performed in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Master Association. The amount necessary for the repair or replacement shall be the responsibility of the Owner and shall become a Parcel Assessment.

Section 4. Title to Common Area. Declarant may retain title to the Common Area, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Declarant hereby covenants that it shall convey the Common Area to the Master Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Master Association, to enter upon such Common Area, for the purpose of construction of additional facilities, alteration of existing facilities, or creation of new easements or modification of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Master Association assessments shall commence upon purchase of a Parcel, notwithstanding that the Common Areas have not then been conveyed to the Master Association.

#### ARTICLE V

#### MASTER ASSOCIATION

Section 1. Master Association Duties and Powers. The duties and powers of the Master Association shall be those provided for by law or set forth in this Declaration, the Master Association's Bylaws and Articles of Incorporation, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Master Association shall operate and maintain the swimming pool, tennis courts, fishing pier, walkways, pavilion, all improvements and facilities within the surface water management system as permitted by the St. Johns River Water Management District, including lagoons, lakes, ponds, watercourses, drainage ditches and drainage systems and may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise operate and maintain all drainage ditches, drainage systems, and lagoons, lakes, ponds and watercourses on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

P. U. D. OFF. REC.  
BOOK FE PAGE 52

obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Association with respect to assessments against the Owners may be commingled in a single fund.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Areas; and (c) all properties owned by Declarant.

Section 10. Real Estate Taxes. In the event the Common Areas and facilities owned by the Master Association are taxed separately from the Parcels deeded to Owners, the Master Association shall include such taxes as part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. Purpose. In order to preserve the natural beauty and aesthetic design of the development, and to promote the value of the development, the Property is hereby made subject to the following restrictions and every Parcel Owner agrees to be bound hereby.

Section 2. Architectural Committee. The Board of Directors shall establish the Architectural Committee ("AC"), which shall consist of at least five (5) members who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Master Association, Declarant reserves the right to appoint the members of the AC, which appointees do not have to be Owners. Each AC member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed with or without cause by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Declarant shall have the right to remove AC members which Declarant has appointed. The AC shall meet at least monthly at such places as may be designated by the chairman of the AC. Three (3) members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the AC on any matter before it. The AC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the AC in performing its functions as set forth herein. Any costs and fees incurred by the AC for such professional services shall be an expense of the Master Association.

Section 3. Construction Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the AC. Modifications subject to AC approval specifically

include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Parcel, including, without limitation, any cutting or removal of trees in excess of three inches in diameter at chest height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from Common Areas or other Parcels. The approval or disapproval of the AC shall be dispositive and final and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or developed by Declarant in accordance with the Master Plan.

#### Section 4. Architectural Review Procedures.

(a) Design and Construction Standards and Uniform Procedures. The AC shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. These standards and procedures shall be published in the AC's Architectural Guidelines and Architectural Design Board Policies Manual. It shall be the responsibility of each Owner to obtain a copy of this manual prior to commencement of the design process of the House or other improvement and to deliver a copy thereof to the Owner's building architect and landscape designer.

(b) Application. The plans to be submitted to the AC for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, containing the seal of an Architect licensed to do business in the State of Florida (ii) an elevation or rendering of all proposed improvements, (iii) if required by the AC, a survey showing the location of trees of three(3) inches in diameter at chest height and other significant vegetation on such Parcel showing the nature, color, type, shape, height, materials, and location on the same, and (iv) such other items as the AC may deem appropriate. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the AC, and the other copy shall be returned to the Owner marked "approved" or "disapproved."

(c) Basis for Decision. Approval shall be granted or denied by the AC based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the AC's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the AC, will affect the desirability or suitability of the construction. The AC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the AC shall have the right to establish a maximum percentage of a Parcel which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the AC,

ARTICLE VIII  
USE OF PROPERTY

P. U. D. OFF. REC.  
BOOK E PAGE 55

Section 1. Protective Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Master Association Rules and Regulations:

(a) Limitations. Nothing shall be erected, constructed, planted or otherwise placed on a Parcel in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration.

(b) Building Restrictions. No House or other structure shall be constructed on a Parcel which has a height exceeding thirty five (35) feet above the elevation of the finished surface of the first floor of such House. All single-family detached Houses constructed on Parcels shall have a minimum of one thousand, six hundred (1,600) square feet of Living Space, if a single story, and in the case of a two story House, a minimum square footage of eighteen hundred (1,800) square feet.

Each single family detached house shall be located on the Lot in the following manner:

- i. not nearer than eighteen feet <sup>11</sup>~~(18')~~ from the front lot line; and
- ii. not nearer than eight feet (8') from the rear lot line; and
- iii. not nearer than five feet (5') from the side lot lines.

(c) Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the AC in accordance with the terms of this Article.

(d) Residential Use, Leases. Each Parcel not owned by Declarant shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which would require any occupational license shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing his Parcel for a term of not less than twelve (12) months, subject to the provisions of the Bylaws, Association Rules and Regulations and this Declaration, as they may be amended from time to time; provided, however, that all prospective tenants must first be approved by the Board of Directors or such review committee as the Board may designate. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Bylaws, Association Rules and Regulations or this Declaration.

(e) Nuisances. No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(f) Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS  
FOR  
CROSSROADS

P. U. D. OFF. REC.  
BOOK F PAGE 56

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CROSSROADS is made as of this 10<sup>th</sup> day of August, 1990, by CROSSROADS PLANTATION, a Florida general partnership ("Declarant").

WHEREAS, Declarant is the owner of the Class B Membership as defined in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Crossroads dated June 27, 1988, and recorded in Official Records Book 829, Page 0057 (the "Declaration");

WHEREAS, Declarant has the right to amend the Declaration, pursuant to Article X, Section 8(b);

WHEREAS, it was the intent of the Declarant that the front setback line restriction in the Declaration be eleven (11) feet rather than eighteen (18) feet;

WHEREAS, the Declarant desires to correct the clerical error by amending the Declaration, ab initio, to reflect the intent of the Declarant relating to the front setback line.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, the Declarant hereby amends Article VIII, Section 1(b)(1) of the Declaration to read and provide as follows:

- "1. not nearer than eleven feet (11') from the front lot line; and"

This Amendment shall be effective from the date of the Declaration, and any current or past violations are hereby waived by Declarant, it being understood and stated that the amendment hereto is to correct a clerical error.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of this 10<sup>th</sup> day of August, 1990.

Signed, sealed, and delivered  
in the presence of:

CROSSROADS PLANTATION, a  
Florida general partnership

By James R. Stockton, Jr.  
James R. Stockton, Jr.  
(a General Partner)

Duly authorized to execute on  
behalf of the partnership.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 1990, by JAMES R. STOCKTON, JR., a General Partner of CROSSROADS PLANTATION, a Florida general partnership, on behalf of the partnership.

Caroline Q. Foster  
Notary Public, State of Florida  
at Large

EXHIBIT D

LIST OF SECTIONS OF DECLARATION OF EASEMENTS, COVENANTS,  
AND CONDITIONS, RESTRICTIONS AND LIMITATIONS  
FOR CROSSROADS

ARTICLE I, Definition (v)

ARTICLE VIII, Section 1(b)

ARTICLE III,

ARTICLE V, Section 1

FIRST AMENDMENT TO DECLARATION

ARTICLE II

ARTICLE IV, Section 1

ARTICLE VII

ARTICLE VIII, Section 1(d)

**P. U. D.** OFF. REC.  
BOOK E PAGE 57

## EXHIBIT E

P. U. D. OFF. REC.  
BOOK F PAGE 58CAPTION

A portion of Sections 45, 46, and 71 all lying within Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: BEGIN at the most Southerly corner of Tract "E" as shown on the Plat of Seaside at Ponte Vedra Beach Unit Two as recorded in Map Book 27, Pages 29, 30, 31, 32, and 33 of the Public Records of said County; thence along the Southerly boundary of said Seaside at Ponte Vedra Beach Unit Two run the following thirty (30) courses and distances: Course No. 1: North  $76^{\circ}01'23''$  East, 164.36 feet; Course No. 2: North  $76^{\circ}20'46''$  East, 60.00 feet to its intersection with an arc of a curve concave Easterly and having a radius of 531.50 feet; Course No. 3: thence Southerly along and around the arc of said curve, 86.26 feet, said arc being subtended by a chord bearing and distance of South  $18^{\circ}18'11''$  East, 86.16 feet to the Point of Tangency of said curve; Course No. 4: South  $22^{\circ}57'08''$  East, 65.96 feet; Course No. 5: North  $66^{\circ}59'34''$  East, 109.02 feet; Course No. 6: South  $27^{\circ}48'03''$  East, 120.38 feet; Course No. 7: South  $76^{\circ}53'20''$  East, 49.53 feet; Course No. 8: North  $52^{\circ}22'32''$  East, 34.11 feet; Course No. 9: North  $64^{\circ}07'41''$  East, 115.80 feet; Course No. 10: North  $31^{\circ}31'13''$  East, 190.22 feet; Course No. 11: North  $31^{\circ}58'14''$  East, 117.79 feet; Course No. 12: North  $73^{\circ}04'53''$  East, 97.13 feet; Course No. 13: North  $64^{\circ}14'26''$  East, 74.19 feet; Course No. 14: North  $22^{\circ}10'50''$  East, 75.22 feet; Course No. 15: North  $30^{\circ}49'28''$  East, 80.08 feet; Course No. 16: North  $56^{\circ}39'10''$  East, 102.53 feet; Course No. 17: North  $79^{\circ}55'34''$  East, 102.35 feet; Course No. 18: South  $77^{\circ}28'39''$  East, 96.74 feet; Course No. 19: South  $68^{\circ}10'24''$  East, 88.95 feet; Course No. 20: South  $15^{\circ}31'38''$  West, 124.85 feet to its intersection with an arc of a curve concave Northerly and having a radius of 275.00 feet; Course No. 21: thence Westerly along and around the arc of said curve, 32.18 feet, said arc being subtended by a chord bearing and distance of North  $72^{\circ}54'12''$  West, 32.16 feet; Course No. 22: South  $20^{\circ}26'56''$  West, 50.00 feet; Course No. 23: South  $16^{\circ}52'40''$  West, 116.16 feet; Course No. 24: North  $67^{\circ}21'34''$  West, 37.00 feet; Course No. 25: South  $24^{\circ}45'43''$  West, 208.22 feet; Course No. 26: South  $64^{\circ}12'23''$  East, 125.82 feet to its intersection with an arc of a curve concave Westerly and having a radius of 395.00 feet; Course No. 27: thence Southerly along and around the arc of said curve, 150.21 feet, said arc being subtended by a chord bearing and distance of South  $35^{\circ}08'32''$  West, 149.31 feet; Course No. 28: South  $43^{\circ}57'49''$  East, 60.00 feet; Course No. 29: South  $42^{\circ}01'36''$  East, 240.28 feet; Course No. 30: South  $00^{\circ}52'33''$  East, 106.50 feet; thence South  $09^{\circ}26'03''$  East, 479.84 feet to a point situate in the Northwesterly right of way line of Mickler Road (as now established); thence North  $71^{\circ}01'36''$  West along last said line, 238.23 feet; thence North  $71^{\circ}54'42''$  West and continuing along last said line, 73.08 feet to the Point of Curvature of a curve concave Southerly and having a radius of 949.70 feet; thence along and around the arc of said curve and continuing along last said line, 256.49 feet, said arc being subtended by a chord bearing and distance of North  $79^{\circ}38'55''$  West,

255.71 feet to a point of compound curvature of a curve concave Southerly and having a radius of 494.80 feet; thence along and around the arc of said curve and continuing along last said line, 349.23 feet, said arc being subtended by a chord bearing and distance of South  $72^{\circ}23'42''$  West, 342.03 feet to the Point of Tangency of said curve; thence South  $52^{\circ}10'29''$  West and continuing along last said line, 195.73 feet to a point situate in the dividing line between said Section 45 and Section 15, Township 4 South, Range 29 East; thence North  $17^{\circ}15'24''$  West along last said line, 1037.84 feet to a angle point in said line; thence North  $39^{\circ}41'58''$  West and continuing along last said line, 155.00 feet to the POINT OF BEGINNING.

Containing 27.2850 acres, more or less.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.  
BOOK F PAGE 60

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:

CLERK OF THE CIRCUIT COURT  
PUBLIC RECORDS  
ST. JOHNS COUNTY, FLA  
DEC 21 AM 11:29

**RESOLUTION NO. 93-190**

**adopted by the Board of County Commissioners  
of St. Johns County, Florida at a regular  
meeting of said Board held December 14, 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 17th day of December, 1993.

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

By: Yvonne Carter  
Yvonne Carter, Deputy Clerk

