

RESOLUTION NUMBER 96- 140

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
CUMBERLAND INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT
CUMBERLAND PARK DRIVE
(ACCESS ROAD SERVING PARCEL B)

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WHEREAS, the Final Development Plan for Cumberland Industrial Park Planned Unit Development - Cumberland Park Drive has been fully considered after a 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 Ordinances 94-32 and 96-15 and

B. The request received a favorable review and recommendation by the Planning and Zoning Agency at its meeting on August 1, 1996; and

C. The request is both consistent with the Comprehensive Plan and the approved Cumberland Industrial Park Planned Unit Development and is 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 for Cumberland Park Drive (Access Road Serving Parcel B) within the Cumberland Industrial Park Planned Unit Development (PUD) made by R. Lee Smith, P.A. Profit Sharing Trust in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibits A through C relating to that portion of the PUD (the legal description of which is set forth on Exhibit A attached hereto) which is known as Cumberland Park Drive (Access Road Serving Parcel B), Cumberland Industrial Park PUD, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and on the Final Development Plan Map, attached hereto as Exhibit B, and in the Final Development Plan Written Text/Narrative, attached hereto as Exhibit C, and the Applicable Covenants and Restrictions, attached hereto as Exhibit D, and based upon the above referenced findings which are hereby incorporated herein by reference.

Section 2. Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by varaince or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Resolution which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resoulution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD and Final Development Plan narrative.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida Law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's rights to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States constitutions.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan Map attached as Exhibit B 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 and 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. Issuance of a land clearing permit pursuant to St. Johns County Ordinance Number 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 required by St. Johns County.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution 96 -140.

ADOPTED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ON August 13, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Donald Jordan
Its Chair: Donald Jordan



CARL "BUD" MARKEL, CLERK

BY:

Genora S. Newcome
Deputy Clerk

CUMBERLAND INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

FINAL DEVELOPMENT PLAN

For

Cumberland Park Drive
(Access Road Serving Parcel B)

P. U. D. OFF. REC.
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EXHIBITS (To the Resolution)

- Exhibit A - Legal Description
- Exhibit B - Final Development Plan Map
- Exhibit C - Written Text/Narrative
- Exhibit D - Applicable Covenants & Restrictions
Grant and Assignment of Easement

ATTACHMENTS

Resolution for the Board of County Commissioners

SUBMITTAL DATE:

April 24, 1996
Revised July 17, 1996

APPLICANT:

R. Lee Smith, P.A.
10450 San Jose Boulevard, Suite 3
Jacksonville, FL 32257
(904) 260-0105

AGENT:

Karen M. Taylor
Land Planner
3070 Harbor Drive
St. Augustine, Florida 32095
(904) 826-0600

CUMBERLAND INDUSTRIAL PARK - INGRESS/EGRESS UTILITY EASEMENT

PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SECTIONS 9, 10, 15 AND SAID SECTION 16; THENCE SOUTH 89°10'43" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 16 TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 536.25 FEET; THENCE SOUTH 51°04'30" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 210, A DISTANCE OF 806.71 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°16'27" WEST AND A CHORD DISTANCE OF 32.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°31'35" EAST, A DISTANCE OF 451.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1780.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°26'38" EAST AND A CHORD DISTANCE OF 67.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°28'25" EAST, A DISTANCE OF 384.03 FEET; THENCE SOUTH 22°51'57" EAST, A DISTANCE OF 30.27 FEET; THENCE SOUTH 59°28'25" WEST, A DISTANCE OF 381.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1780.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°37'00" EAST AND A CHORD DISTANCE OF 110.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°50'19" EAST, A DISTANCE OF 352.75 FEET; THENCE NORTH 66°09'40" EAST, A DISTANCE OF 366.75 FEET; THENCE SOUTH 22°51'57" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 66°09'40" WEST, A DISTANCE OF 366.24 FEET; THENCE SOUTH 23°50'19" EAST, A DISTANCE OF 370.01 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°38'45" EAST AND A CHORD DISTANCE OF 36.08 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 78.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°51'42" EAST AND A CHORD DISTANCE OF 135.90 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 35°10'59" EAST, A DISTANCE OF 447.45 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°18'43" WEST AND A CHORD DISTANCE OF 30.61 FEET TO A POINT ON SAID CURVE; THENCE NORTH 35°10'59" WEST, A DISTANCE OF 453.56 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 78.00 FEET; THENCE NORTHWESTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 195.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°09'36" WEST AND A CHORD DISTANCE OF 148.31 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°58'06" EAST AND A CHORD DISTANCE OF 36.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 23°50'19" WEST, A DISTANCE OF 353.54 FEET; THENCE SOUTH 66°09'41" WEST, A DISTANCE OF 389.89 FEET; THENCE NORTH 21°53'39" WEST, A DISTANCE OF 30.02 FEET; THENCE NORTH 66°09'41" EAST, A DISTANCE OF 388.87 FEET; THENCE NORTH 23°50'19" WEST, A DISTANCE OF 369.22 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1720.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°13'42" WEST AND A CHORD DISTANCE OF 83.42 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 59°28'25" WEST, A DISTANCE OF 384.95 FEET; THENCE NORTH 38°55'31" WEST, A DISTANCE OF 30.33 FEET; THENCE NORTH 59°28'25" EAST, A DISTANCE OF 391.16 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1720.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°04'22" WEST AND A CHORD DISTANCE OF 87.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°31'35" WEST, A DISTANCE OF 435.03 FEET TO THE POINT OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 210, AN ARC DISTANCE OF 42.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°43'33" WEST AND A CHORD DISTANCE OF 37.85 FEET TO THE END OF SAID CURVE; THENCE NORTH 51°04'30" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE 111.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.80 ACRES MORE OR LESS.

EXHIBIT C
WRITTEN TEXT/NARRATIVE
CUMBERLAND INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT
FINAL DEVELOPMENT PLAN

R. Lee Smith, P.A. Profit Sharing Trust (the 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 for the access road for Cumberland Industrial Park Planned Unit Development (Cumberland Industrial Park PUD) located on County Road 210 (hereinafter the property). This Final Development Plan consists of the Legal Description, identified as Exhibit A (Legal Description), a one-page site Final Development Plan Map, identified as Exhibit B (FDP Map), and this Written Text/Narrative, identified as Exhibit C (Text). It should be noted that the Covenants and Restrictions for Cumberland Industrial Park PUD were recorded as a part of the PUD Ordinance, which are referenced to herein, and those portions which are relevant to this FDP are attached as Exhibit D. All exhibits are to the Resolution adopting this Final Development Plan.

The property is located wholly within the land zoned Planned Unit Development (PUD) pursuant to Ordinance 94-32. The property encompassed by this Final Development Plan is located within the Cumberland Industrial Park PUD. It occupies a portion of Parcel B and provides for a roadway (with a 60 foot right-of-way) to serve Parcel B. The original PUD Ordinance 94-32 and subsequent Modification approved by Ordinance 96-15 allowed for a minimum 50 foot right-of-way and allowed that Parcel B could be divided into one (1) acre parcels in accordance with Ordinance 96-15. In addition, the Cumberland Industrial Park PUD, provides that this parcel may be used for all uses permitted within the Industrial Warehouse (IW) zoning classification of St. Johns County. The total size of Parcel B is 39.0 acres and the roadway is 2.25 acres (the drainage easements are 1.09 acres).

Portions of Exhibit C are designated as "NOT A PART OF THIS FINAL DEVELOPMENT PLAN" and while these portions of the property are included within the overall legal description of Parcel B of the Cumberland Industrial Park PUD, they are not included within this Final Development Plan. These areas will, however, be contained within subsequent Final Development Plans to be filed with St. Johns County.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the FDP Map, the developer shall submit to the Public Works 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 and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit, and Florida Department of Environmental Protection 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.

Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resolution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD narrative.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida Law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's rights to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States constitutions.

Nothing contained in the Covenants and Restrictions shall be interpreted to limit or restrict in anyway the regulatory

powers of St. Johns County (including its powers to review and approve plats under Section 177.071 of the Florida Statutes). Those sections of the Covenants and Restrictions which are specifically referenced herein, have been recorded as a part of the adopting ordinance and are therefore incorporated by reference in this Final Development Plan, shall be made a part of this FDP 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 and Restrictions.

It is intent of the applicant to comply with all landscaping requirements of St. Johns County, however, since this is only a roadway, no specific landscaping will be provided, other than grassing required in conjunction with the roadway construction.

8-4-1 Density of Development

The total ground area occupied by the access roadway shall be 1.03 acres of roadway (asphalt) within the 2.25 acre road parcel, providing for 46% site coverage for the road.

8-4-2 Open Space

There are no open space areas within the roadway portion of the site. All common areas and jurisdictional wetland areas have been addressed in the overall PUD and are/or will be included within the final development plans for other areas of the site.

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

All development which is to occur in this roadway or within Parcel B will comply with the spirit and intent of the PUD. The PUD stipulates that the uses for the property that are allowed are those which are allowable within the Industrial Warehouse (IW) classification for St. Johns County. This FDP is solely for the access roadway along the center of Parcel B to provide access for development of sub-parcels within Parcel B (sub-parcels will file individual final development plans). This roadway will have a 60 foot right-of-way, in excess of the 50 foot right-of-way required by the PUD.

8-4-4 Project Size

The total PUD consists of 89 ± acres. This FDP is for the access road, which is 2.25 acres, within Parcel B which is a total of 39.0 acres.

Exhibit D, attached herein, refers to the "Cumberland Industrial Park Covenants and Restrictions" recorded in Official Records Book 1096, page 1607 (being the same document which formed a part of Ordinance 94-32, recorded in PUD Official Records Book G, pages 62-71 and Ordinance Book 14, page 100-109) as amended by "Grant and Assignment of Easements and First Amendment of the Covenants and Restrictions for Cumberland Industrial Park" recorded in Official Records Book 1096, page 1618 of the public records of St. Johns County Florida (the "Amendment"). Exhibit D includes the relevant sections of the above referenced documents, which assure adequate management and maintenance by the Association of the common area easement areas encompassed by this Final Development Plan as follows:

a. Section 3 (a)(b)(c) and 4 (a) of the Amendment, grant and establish for the benefit of the Association, easements for drainage and stormwater retention and detention, utilities, ingress and egress. These easements are, as indicated, either common facilities or limited common facilities, depending on the Parcels benefited by such easements. There are currently no common facilities owned by the Association in fee simple. Section 5 of the Amendment amends Section 7 of the declaration and provides that the Association is required to levy Common Facilities Assessments and Limited Common Facilities Assessments to pay for the cost of maintaining the Common Facilities and Limited Common Facilities respectively. Detailed provisions directing the manner in which the Association is to levy and collect assessments is set forth in Section 8 of the Declaration, as amended.

b. The parcels of land governed by the Association and covered under the Covenants and Restrictions associated therewith, are limited to the uses described in Ordinance 94-32 which zoned this PUD, and which established common areas for the roadway, drainage facilities, and open space. Section 12 provides that the densities and uses of the various sites within the PUD be in conformity with and according to the limits established in PUD Ordinance 94-32, as supplemented and amended from time to time.

c. Sections 3(a)(b)(c) and Section 7 and Article IV, Articles of Incorporation, assign the responsibility for the maintenance and the management of the common property to the Association.

d. Articles of Incorporation, Article IV, places the responsibility for enforcement of all duties of the Association including the Covenants and Restrictions; upon the Association and all owners as follows: "The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Lots and as amended from time to time, the Declaration being incorporated herein by reference."

e. Sections 6, 7 and 8 of the Declaration and Amendment subjects the Parcel to assessments for a proportionate share of the costs of common facilities benefiting such Parcel and provides for a lien to secure payment of such assessments.

8-4-6 Access

This FDP is for the access roadway for Parcel B as depicted on the FDP Map, Exhibit B. The roadway provides access to Parcel B (which is limited to this single location along CR 210 in accordance with the Cumberland Industrial Park PUD).

8-4-7 Privacy

No visual and acoustical buffers have been provided for within this FDP.

8-4-8 Community Facilities

(a) None of the utility facilities serving the Property are proposed for dedication to St. Johns County, therefore, the provision of subparagraph "a" are inapplicable.

(b) All requirements for off-street parking and loading, as set forth in Article 9 of the St. Johns County Zoning Ordinance are specifically addressed as follows:

9-1-1 Drainage

The overall drainage plan for the property is designed to prevent damage to abutting parcels, public streets, and alleys. The overall system was included on the overall PUD approval. Specific drainage plans for site construction will be consistent with the overall drainage plan and all necessary easements for drainage shall comply with the requirements of Ordinance 86-4. These detailed drainage plans, demonstrating compliance with the requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed Construction Plans. These Construction Plans must be reviewed and approved by the

St. Johns County Public Works 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.

9-1-2 Separation from Walkway and Street

There are no parking spaces or walkways along the access road and sidewalks are not required.

9-1-3 Entrances and Exits

The location of the main entrances and exit to County Road 210 are depicted on the FDP Map. This is the final access of the three (3) allowable for the development. And, it will be designed in accordance with County requirements and detailed on the Construction Plans.

9-1-4 Interior Drives

As shown on the FDP Map, no other interior drives are provided for in this FDP.

9-1-5 Marking of Parking Spaces

There are no parking spaces provided for within this FDP.

9-1-6 Lighting

Lighting within the parcel will be provided and placed in accordance with Florida Power & Light standards.

9-1-7 Screening

No areas are required to be screened within this FDP.

9-2 Location

There are no required off-street parking facilities within this FDP.

9-3-1 Off-Street Parking Numbers Required

There are no required off-street parking facilities within this FDP.

9-4-1 Off-Street Loading Requirements

No specific off-street loading is required within this FDP.

(c) The FDP Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed for equipment and trucks such as fire fighting equipment, moving vans, garbage trucks, etc.

(d) All utilities serving the property, including telephone, power, cable television, future sewer lines and/or water lines shall be installed underground. Any future water and/or sewer lines will be located within the right-of-way of the roads. Drainage facilities are provided for within the lake located along the southeast corner of Parcel B and through easements along the boundaries of the parcel. Specifics of the utility and drainage system, shall be provided within the signed and sealed construction plans.

(e) All driveways constructed on the property shall meet or exceed County standards for minimum pavement width and construction standards as outlined in the St. Johns County Paving and Drainage Ordinance.

8-4-9 Temporary Uses

The applicant proposes to erect a temporary sales sign at the entrance to the development at the southwest side of the intersection of Cumberland Park Drive and CR 210 in the area labeled "Not a part of this FDP," which is part of the overall property of the Cumberland Park PUD. This temporary sign will be removed upon the approval of a separate FDP for this area.

8-4-10 Signage

There is no identification sign provided for within this FDP, however, a future FDP for development of property within Parcel B adjacent to this roadway and County Road 210 will include the specifics for this sign. As indicated within the Cumberland Industrial Park PUD, all signs will conform to the County Sign Ordinance and Zoning Code requirements.

However, street signs and directional signs shall be installed at all appropriate locations within the development, as will "sales" signage which will only be seen from within the development. However, one (1) sales sign, no larger than forty (40) square feet in size and no higher than eight (8) feet in height, shall be allowed as a temporary use as specified above.

Prepared by: Karen M. Taylor, Land Planner
3070 Harbor Drive, St. Augustine, FL 32095

Exhibit D

Referenced Sections of the Covenants and Restrictions and Articles of Incorporation which are incorporated herein and attached herewith are as follows:

Cumberland Industrial Park
Covenants and Restrictions
(OR Book 1096, page 1607)

P. U. D. OFF. REC.
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Section 4
Section 6
Section 7
Section 8

Grant and Assignment of Easements
First Amendment of the Covenants and Restrictions
for Cumberland Industrial Park
(OR Book 1096, page 1618)

Section 3 (a)(b)(c)
Section 4 (a)
Section 5
Section 6
Section 7
Section 8

Articles of Incorporation
Cumberland Industrial Park Association, Inc
Article IV - Purpose and Powers of the Association

Recorded in Public Records--St. Johns County, FL
Clerk # 95005334--O.R. 1096-PG-1602 04/07/PH 02-
Recording 45.00 Surcharge 6.00
Easements

EXHIBIT D - Applicable
Covenants & Restrictions
Grant & Assignment of
Easements

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KNOW ALL MEN BY THESE PRESENTS: That, CUMBERLAND TIMBER COMPANY, INC. (referred to herein as "Developer" and sometimes as "Owners") are the owners of the land located in St. Johns County, Florida, which is described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to and sometimes as "the land", and desire to provide for the orderly and controlled development of the land.

NOW, THEREFORE, Owners hereby impress with and place upon all of the land (being the land described on Exhibit A, attached hereto) the following covenants and restrictions.

1. Definitions. (a) Developer. The term "Developer" as used herein shall mean Owners and any transferees or assigns they designate to continue the development of the land.
- (b) Stormwater Management System. The "stormwater management system" means the system for the land exempted or permitted by the St. Johns River Water Management District, the Florida Department of Environmental Regulation or any successor agency, which system is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, or like or related facilities.

2. Plan Approval. Construction or alteration of any improvement (which term as used in this paragraph shall be deemed to include buildings, auxiliary buildings, signs, walls, lighting, fences, landscaping, drainage facilities and parking areas) on the land shall comply with all applicable governmental requirements and meet the standards set forth in these protective covenants and any other protective covenants applicable to the part or parcel of the land on which said improvement is or is to be situated. Prior to construction or exterior alteration of any improvement on a building site within the land ("site"), the owner of the site must submit to Developer two sets of complete plans and specifications for such construction or alteration. No such construction or alteration of any improvement shall be commenced unless such plans and specifications, and the location of all improvements and final landscaping plans are first approved in writing by Developer. If Developer shall fail to approve or disapprove any of same within 30 days after Developer has received all items that it is entitled to receive under this paragraph and after Developer has received written request for such approval, or within such shorter time as may

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* 4 Association. (a) Developer has caused or hereafter shall cause to be formed a Florida corporation not for profit pursuant to the corporation laws of the State of Florida and known as Cumberland Industrial Park Owners Association, Inc. ("Association"). The Articles of Incorporation of Association shall provide, among other things, that all owners of the land (other than any governmental entity that has acquired, other than by purchase, any parcel on which assessments are not charged) shall be and become members thereof by virtue of ownership of a parcel of the land, and that Association may receive from Developer the right to perform and carry out the area maintenance services described in Paragraph 6 below. Association shall further have all of the general rights and powers of corporations not for profit, the right to adopt and carry out budget consistent with its duties and obligations hereunder and assess members for pro rata portions thereof, to have, impose and enforce the liens provided for herein, to secure and collect all such members' shares, and the right to receive from Developer title to any and all common areas and other parcels within the land and when determined by Developer, the right to receive from Developer and exercise the construction supervision, plan review and approval process and other matters provided for herein and in other protective covenants applicable to parts or parcels of the land. When Developer no longer owns any of the lands, all of the Developer's rights hereunder that have not then been transferred to Association shall thereupon pass to Association without the necessity of any further instrument of transfer or assignment.

5. Stormwater Management and Drainage. (a) Association shall also have sufficient powers, and shall be responsible, to: (i) operate, repair, correct and maintain the stormwater management system, (ii) establish rules and regulations to carry out these responsibilities, (iii) contract for services for operation and maintenance of the stormwater management system, (iv) obtain liability insurance covering the stormwater management system and any other parts or parcels of the land owned by Association and (v) prepare any reports required by any governmental agency and any other governmental agency with regard to the stormwater management system. Association shall regard repair, correct, and maintain all portions of the stormwater management system that have not been accepted by any governmental authority, including any portion thereof that is located within the boundary of any owner's site, and shall be responsible for the upkeep and maintenance of all lakes and basins within said land. If Association fails or refuses to operate, correct, repair or maintain or join in the operation, correction, repair or maintenance of any portion of the stormwater management system that Association is obligated to maintain, Developer or any governmental agency having jurisdiction or both may do some or all of the following: (a) seek a declaratory judgment and injunctive and such other relief as may be necessary or appropriate to enforce the terms hereof; and (b) undertake such operation, correction, repair or maintenance, in which event Association shall, upon demand, pay

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(c) Developer reserves for itself and for Association and their successors a blanket easement and right on, over and under the ground within the land, but not under any approved building, to maintain and to correct the stormwater management system and other erosion controls and similar facilities required by any applicable governmental agency or sound engineering practices, to restore any of same to the state or condition provided for in the approved plans and specifications, in order to maintain reasonable standards of health, safety and appearance and to comply with the requirements of the St. Johns River Water Management District or successor agency. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement and any other similar action reasonably necessary, following which Developer or Association, as applicable, shall restore the affected area to its original condition as provided in the approved plans and specifications as nearly as practicable. Developer or Association, as applicable, shall give reasonable notice of intent to take such action to all affected site owners, unless in the opinion of Developer or Association there exists an emergency that precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or Association, as applicable, and shall not be construed to obligate Developer or Association to take any affirmative action in connection therewith. To the extent that any such corrective action is necessitated by the fault or negligence of one or more owners of sites, Developer or Association, as applicable, may recover the costs of such corrective action, together with interest and any costs of collection, including attorney's fees, from such owner or owners. To the extent that the costs of such corrective action are not collected from any particular site owner or owners, each site owner shall pay a pro rata share of the costs of such corrective action and Developer or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

(6) Area Maintenance. If any time Developer or Association shall determine that it is for the best interest of the owners of the sites that, in addition to any maintenance or services furnished by the St. Johns County, Florida, there should be performed or provided watering, mowing and maintenance of swales, common fire system pumping facilities, pipes, fire hydrants or any of same ("area maintenance"), then Developer or Association, as applicable, will perform, or contract for the performance of such area maintenance and each site owner shall pay a pro rata share of the costs of such area maintenance and development or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

(7) Computation of Pro Rata Shares. Each site owner's pro rata share of the costs of all area maintenance services, the cost to operate, repair, correct and maintain the stormwater management system (to the extent that the same are not recovered from the owner or owners of sites pursuant to paragraphs 5(b) and (c) hereof) and the other costs incurred by the Association in performing its authorized activities shall be a percentage of the total costs derived from a fraction, the numerator of which shall be the acreage included in that owner's site and the denominator of which shall be the acreage included in that owner's site and the denominator of the land exclusive of the parcel shown on the Master Development Plan for Cumberland Industrial Park for use for detention, stormwater management and open space. At such time as the precise acreage contained in each of the sites is known, the foregoing formulae shall be adjusted to reflect a denominator that shall be the actual number of acres of land contained in all sites. The adjustment of the denominator may be evidenced by the recording or amendment to this instrument in the public records of St. Johns County, Florida.

(8) Payments Due Developer or Association. (a) If any site owner shall fail to pay any sum due by that owner under the provisions of Paragraphs 3, 5, 6 or 7 hereof within 30 days after being billed therefor, then the site owner shall be liable to Developer or Association, as applicable, not only for the amount so due but also interest at the rate of 18 percent per annum from the date of the bill until paid in full and reasonable attorneys' fees and costs incurred incident to the collection of the sum so due or the enforcement of the lien therefor and Developer or Association, as applicable, shall have a lien upon such owner's site to secure payment by the owner of the sum so due including such interest, costs and attorneys' fees, but such lien shall be subordinate to the lien of any then existing and recorded before institutional first mortgage. Each site owner, by acquisition of any interest in any site of the land, thereby expressly vests in Association the right and power to bring all actions against such owner personally for the collection of such charges and assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of Association in a like manner as a mortgage lien on real property. No site owner may waive or otherwise escape liability for the charges and assessment provided for herein by abandonment or such owner's property. Upon request Developer or Association, as applicable, shall furnish any owner or institutional mortgagee of a site written information as to whether the site owner is then indebted for any sum that could result in a lien against the particular site under the provisions of this paragraph.

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Recorded in Public Records, St. Johns County, FL
Clerk # 95005335 O.R. 1096 PG 1618 04:07PM 02-24-95
Recording 97.00 Surcharge 12.50 Doc Stamp 0.70

24160-9700 GRANT AND ASSIGNMENT OF EASEMENTS
AND FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
CUMBERLAND INDUSTRIAL PARK
Dec. 1, 1994

Grant of Easements and Amendment of Declaration made by
Cumberland Timber Company, a Florida corporation ("Developer"), and
W. R. Townsend ("WRT") dated February 15, 1995.

Recitals.

(a) Developer is the owner of that certain parcel of land which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Cumberland Land").

(b) WRT is the owner of that certain parcel of land adjacent to the Cumberland Land, which is more particularly described on Exhibit B attached hereto and by this reference made a part hereof (hereinafter called the "WRT Land").

(c) The Cumberland Land and WRT Land jointly comprise an industrial park known as Cumberland Industrial Park (the "Development").

(d) Developer is the beneficiary of certain mutual cross easements pursuant to MUTUAL CROSS GRANTS OF EASEMENT recorded in Official Records Book 776, page 897 of the public records of St. Johns County, Florida (the "Assigned Easement") and desires to assign its rights under said easements to the Association (as defined below).

(e) Developer and WRT contemplate the development and construction of improvements on all or portions of their respective lands and desire to modify, establish, transfer, and convey certain easements for the mutual benefit of the Cumberland Land and WRT Land.

(f) The Declaration of Covenants and Restrictions for the Development recorded simultaneously with this Amendment and also recorded in PUD Official Record Book G, page 62-71 and Ordinance Book 14, page 100-109 of the public records of St. Johns County, Florida (the "Declaration"). Pursuant to Section 16 of the Declaration, Developer reserved the right to amend the Declaration so long as Developer owns any land in the Development. Except as amended by this First Amendment, the Declaration is ratified and confirmed.

LYNDA H. AYCOCK
P. O. Box 59
Jacksonville, Florida 32201
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Handwritten signature: *W. R. Townsend*

(g) Developer desires to establish certain easements for the benefit of the Development and desires to allocate the responsibility for maintenance of such easements among the various parcels.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth and in consideration of the sum of One Dollar, paid by each party hereto to the other, the receipt and sufficiency of which being hereby acknowledged, it is agreed:

1. **Recitals.** The foregoing recitals are true and correct.

2. **Definitions.** The following terms shall have the indicated meanings when used in the Declaration, as amended:

Section 1.1 **Association.** The term Association means the Florida not for profit corporation to be formed known as Cumberland Industrial Park Association, Inc., or by a similar name, which will maintain the Common Facilities and Limited Common Facilities of the Development.

Section 1.12 **Common Facilities.** The property, services, and facilities which benefit all Owners. Common Facilities may consist of lands owned in fee simple and easements held by the Association.

Section 1.3 **Developer.** Cumberland Timber Company, or any assignee of Cumberland Timber Company designated by an instrument in writing and recorded in the public records of St. Johns County Florida as a successor to Cumberland, provided such assignee has assumed the obligations of the assigning entity in writing which assumption is recorded in the public records of St. Johns County Florida.

Section 1.4 **Limited Common Facilities.** The property, services, and facilities which directly benefit a limited group of Owners. Limited Common Facilities may consist of lands owned in fee simple and easements held by the Association.

Section 1.5 **Owner.** Each person who owns record title to a Site, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 1.6 **Sites.** Each parcel shown on the master plan for the land, regardless of whether a building has been constructed in such Site. The six (6) Sites are described in Exhibit A to this Amendment.

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easement is accepted by a governmental or quasi-governmental entity, the Association shall maintain the easement good condition and repair.

The easements herein created and granted shall be appurtenant to and running with the title to the development and shall be Cumberland Land and WRT Land and their successors, assignees, tenants, lessees, agents, employees, customers, guests and invitees.

4 Limited Common Facility Easements.

(a) 30' Easement No. 1 Grant by Developer. Developer hereby establishes and conveys to the Association as a limited Common Facility for the benefit of the owners of Sites C, D, and F, a perpetual and nonexclusive easement for drainage and the installation, use, and maintenance of utilities over the lands described as "30 foot Drainage Easement and Utility Easement No. 1" in Exhibit E ("Easement No. 1 Land") which utility easement shall include the right to construct, reconstruct, install, lay, operate, maintain, repair, replace, and improve, water transmission and distribution lines, sanitary sewage collection and interceptor mains, lines, manholes, valves, connections, and appurtenant equipment, stormwater drainage facilities, telephone and electric transmission lines, with full use and enjoyment thereof for the intended purpose.

The easement herein created and granted shall be appurtenant to and running with the title to the development and shall be enjoyed by the owners from time to time of the Cumberland Land and WRT Land and their successors, assignees, tenants, lessees, agents, employees, customers, guests and invitees.

If existing landscaping or any other improvement is removed by installation, repair, replacement, and maintenance of any utility facilities pursuant to the easement rights in this paragraph, the landscaping or other improvement shall be replanted or restored to its condition before the exercise of such rights by the party exercising such rights.

(b) 30' Easement No. 2 Grant by Developer and WRT. WRT and Cumberland hereby establish and convey to the Association as a limited Common Facility for the benefit of the owners of Sites A, B and E a perpetual and nonexclusive easement for drainage and the installation, use, and maintenance of utilities over the lands described as "30 foot Drainage Easement and Utility Easement No. 2" in Exhibit F ("Easement No. 2 Land") which easement shall include the right to construct, reconstruct, install, lay, operate, maintain, repair, replace, and improve, water transmission and distribution lines, sanitary sewage collection and interceptor mains, lines, manholes, valves, connections, and appurtenant

Section 1.7 Stormwater Management System. The system for the development exempted or permitted by the St. Johns River Water Management District, the Florida Department of Environmental Regulation or any successor agency, which system is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, or like or related facilities.

3 Common Facility Easements

(a) Developer hereby establishes and conveys for the benefit of the Association and each owner in the development as a Common Facility, a perpetual and nonexclusive easement for drainage and stormwater detention over the lands described as Pond D, Pond E, and Pond F in Exhibit C ("Pond D, E, F Easement Land") together with the right to maintain such Pond D, E, F Easement Land in accordance with the rules and regulations of the St. Johns River Water Management District. Unless maintenance of the Pond D, E, F Easement Land is accepted by a governmental or quasi-governmental entity, the Association shall maintain the Drainage Easement Land good condition and repair.

(b) WRT hereby establishes and conveys for the benefit of the Association and for each owner in the development and as a Common Facility, a perpetual and nonexclusive easement for drainage and stormwater detention over the lands described as Pond A in Exhibit D ("Pond A Easement Land") together with the right to maintain such Pond A Easement Land in accordance with the rules and regulations of the St. Johns River Water Management District. The easement herein created and granted shall be appurtenant to and running with the title to the development and shall be enjoyed by the owners from time to time of the Cumberland Land and WRT Land and their successors, assignees, tenants, lessees, agents, employees, customers, guests and invitees. Unless maintenance of the Pond A Easement Land is accepted by a governmental or quasi-governmental entity, the Association shall maintain the Pond A Easement Land good condition and repair.

(c) Developer hereby establishes and conveys for the benefit of the Association and each owner in the development as a Common Facility, a perpetual and nonexclusive easement for drainage over the lands described in the Special Warranty Deed recorded in Official Records Book 957, page 1658 of the public records of St. Johns County, Florida together with the right to maintain such easement in accordance with the rules and regulations of the St. Johns River Water Management District. Unless maintenance of the

Foot Easement") which easement shall include the right to construct, reconstruct, install, lay, operate, maintain, repair, replace, and improve, paving, curbs, gutters, drainage lines, water transmission and distribution lines, sanitary sewage collection and interceptor mains, lines, manholes, valves, connections, and appurtenant equipment, stormwater drainage facilities, telephone and electric transmission lines, with full use and enjoyment thereof for the intended purpose.

The easement herein created and granted shall be appurtenant to and running with the title to the Development and shall be enjoyed by the owners from time to time of the Cumberland Land and WRT Land and their successors, assignees, tenants, leasees, agents, employees, customers, guests and invitees.

If existing landscaping or any other improvement is removed by installation, repair, replacement, and maintenance of any utility facilities pursuant to the easement rights in this paragraph, the landscaping or other improvement shall be replanted or restored to its condition before the exercise of such rights by the party exercising such rights.

(e) Assignment of Cross Easements. Developer hereby assigns to the Association for the benefit of each owner in the Development all of its rights, title, and interest under the Assigned Easement for drainage purposes.

5. Section 7 of the Declaration is amended to read as follows:

The Association is organized for the purpose of providing services to Owners, maintaining the Stormwater Management System, and providing enforcement of the Declaration. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association.

The Association shall have the right to increase or reduce the level of services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Association; provided, the Association shall be responsible for the maintenance, operation and repair of the portion of the Stormwater Management System to be maintained by it in accordance with the rules of the St. Johns River Water Management District. In order to pay for these services, the Association will charge Assessments against the sites and their Owners.

Common Facilities Assessments shall include all costs and expenses of the Association in maintaining the Common Facilities, including the Common Facilities described herein and expenses incurred in the maintenance of the off site drainage easement, but not including any of the other costs and expenses of the on-site Stormwater Management System.

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equipment, stormwater drainage facilities, telephone and electric transmission lines, with full use and enjoyment thereof for the intended purpose.

The easement herein created and granted shall be appurtenant to and running with the title to the Development and shall be enjoyed by the owners from time to time of the Cumberland Land and WRT Land and their successors, assignees, tenants, leasees, agents, employees, customers, guests and invitees.

If existing landscaping or any other improvement is removed by installation, repair, replacement, and maintenance of any utility facilities pursuant to the easement rights in this paragraph, the landscaping or other improvement shall be replanted or restored to its condition before the exercise of such rights by the party exercising such rights.

(c) 15' Drainage and Utility Easement. Grant by Developer. Developer hereby establishes and conveys to the Association as a limited Common Facility for the benefit of the owners of Sites B, C, D, E, and F, a perpetual and nonexclusive easement for drainage and the installation, use, and maintenance of utilities over the lands described as "15 Foot Drainage Easement and Utility Easement" in Exhibit G ("15 Foot Easement") which easement shall include the right to construct, reconstruct, install, lay, operate, maintain, repair, replace, and improve, water transmission and distribution lines, sanitary sewage collection and interceptor mains, lines, manholes, valves, connections, and appurtenant equipment, stormwater, drainage facilities, telephone and electric transmission lines, with full use and enjoyment thereof for the intended purpose.

The easement herein created and granted shall be appurtenant to and running with the title to the Development and shall be enjoyed by the owners from time to time of the Cumberland Land and WRT Land and their successors, assignees, tenants, leasees, agents, employees, customers, guests and invitees.

If existing landscaping or any other improvement is removed by installation, repair, replacement, and maintenance of any utility facilities pursuant to the easement rights in this paragraph, the landscaping or other improvement shall be replanted or restored to its condition before the exercise of such rights by the party exercising such rights.

(d) 60 Foot Ingress, Egress, and Utility Easement Grant by Developer. Developer hereby establishes and conveys to the Association as a limited Common Facility for the benefit of the owners of Sites B, C, E, and F, a perpetual and nonexclusive easement for ingress, egress, drainage, and the installation, use, and maintenance of utilities over the lands described as "60 Foot Ingress, Egress, Drainage and Utility Easement" in Exhibit H ("60

Each Owner's share of the Common Facilities Assessment shall be a percentage of the total costs derived from a fraction, the numerator of which shall be the permitted density of construction on such Owner's site and the denominator of which shall be 400,000, which is the total permitted density shown on the Master Development Plan for the Development. At such time as the precise density contained in each of the Sites is known, the foregoing formulae shall be adjusted to reflect a denominator that shall be the actual density contained in all Sites. The adjustment of the denominator may be evidenced by the recording or amendment to this instrument in the public records of St. Johns County, Florida.

Limited Common Facilities Assessments shall include all costs and expenses of the Association in maintaining Limited Common Facilities, including expenses incurred in the maintenance of the Easement No. 1, Easement No. 2, 15' Drainage and Utility Easement, and 60' Ingress, Egress, and Utility Easement described in this Agreement. The Association shall levy Limited Common Facilities Assessments against the Site Owners who are served by such Limited Common Facilities to pay for the cost of maintaining the Limited Common Facilities.

The share of each Owner of Limited Common Facilities Assessments shall be a percentage of the total costs derived from a fraction, the numerator of which shall be the permitted density of construction on such Owner's Site and the denominator of which shall be the total permitted density of the several Sites served by the Limited Common Facility as shown on the Master Development Plan for the Development.

Section 8 of the Declaration is amended to read as follows:

(a) The Assessment for each Site shall begin on the date expenses are first incurred by the Association. The first Assessment for each Site shall be made for the balance of the fiscal year of the Association. The first Assessment shall be due and payable in advance in the installments and at the place established by the Association at the time of such conveyance.

(b) Each Owner is personally responsible for Assessments which fall due during the time such Owner owns the Site. The personal obligation of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

(c) All Sites are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of this Declaration, whether or not the deed to the Site refers to this Declaration. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public

records of St. Johns County, Florida, stating the Site description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Site for unpaid Assessments after conveyance of the Site. The Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Association which sets forth the Assessments levied against an Owner and the Owner's Site and whether the Assessment has been paid. A properly executed certificate shall be binding on the Association as of the date of its issuance. The lien will remain in effect until all sums due the Association have been fully paid.

(d) The Association shall fix the amount and the due date of each Assessment, the periods of collection, whether annually, semiannually, quarterly or monthly. Initially, Assessments shall be payable in equal quarterly installments. The Board shall notify the Owners of each Site of the amount and the date on which the Assessments are payable and the place of payment.

(e) Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Site for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of Common Facilities or Limited Common Facilities or by abandonment of the Site owned by such Owner.

(f) The lien of any Assessment authorized by this Declaration shall be subordinate to the lien of any first mortgage on the Site so long as all Assessments levied against the Site which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Site pursuant to a first mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date or which fell due before the recording of such mortgage.

(g) The Owner of a Site shall be responsible for any expense incurred by the Association to maintain or repair Common Facilities or Limited Common Facilities which is necessary by reason of his carelessness, neglect or willful action or by that of his contractors, employees, agents, tenants or invitees. Any such expense shall be a part of the Assessment to which the Owner's Site is subject and shall be due and payable in the same manner as annual Assessments provided for in this Declaration.

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* (7) Section 5(c) and Section 10 of the Declaration are each amended to add the following paragraph:

Neither the Developer nor the Association, or their assigns, shall have any right to construct, operate, or lay any utility lines, mains, lift stations, swales, ditches, connections, or appurtenant utility or stormwater equipment or facilities under any building or other structure which is then in existence, or at any location on the Site which would interfere with a proposed location of a building or other structure so long as the proposed location complies with applicable governmental requirements. All activities undertaken by the Association or Developer, or their assigns, pursuant to this Section shall be reasonable and shall not unreasonably interfere with the Owner's use, proposed use, or intended use of the Owner's Site. The reservation of the blanket easement shall not in any way impair the construction or location of improvements on the Site.

* (g) Section 16 of the Declaration is amended to add the following sentence:

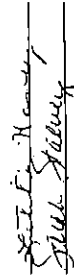
So long as the Developer has the right to amend the Declaration, no amendment shall adversely affect the financial obligations of any member.

9. Nothing contained in this Agreement shall be construed to waive any default under the terms and conditions of the "Cumberland Industrial Park Allocation Agreement" recorded in Official Records Book 957, page 1646 of the public records of St. Johns County, Florida.

Executed by Cumberland Timber Company, a Florida corporation, and W. R. Townsend as of the date and year first above written.

Witnesses:





Cumberland Timber Company,
a Florida corporation

By: 
ITS President

(Corporate Seal)


W. R. Townsend

EXHIBIT D

ARTICLES OF INCORPORATION
CUMBERLAND INDUSTRIAL PARK ASSOCIATION, INC.

The undersigned hereby forms a Florida corporation not for profit under and pursuant to the following Articles of Incorporation:

ARTICLE I
NAME AND DEFINITIONS

The name of the corporation shall be: CUMBERLAND INDUSTRIAL PARK ASSOCIATION, INC.

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 9140 Golfside Drive, Suite 11, Jacksonville, Florida 32256 or at such other place as the Board of Directors may from time to time designate.

ARTICLE III
REGISTERED AGENT

James G. Jones whose address is 9140 Golfside Drive, Suite 11, Jacksonville, Florida 32256 is hereby appointed the initial registered agent of the Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members and is formed to provide for the maintenance of the Stormwater

Management System, Retention Pond and for such other purposes as are prescribed by the Declaration.

The Association shall exercise all of the powers and privileges and perform all the duties and obligations of the Association as set forth in the Declaration applicable to the Lots and as amended from time to time, the Declaration being incorporated herein by reference. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit corporation laws of the State of Florida may now or hereafter have or exercise.

Until such time as the Stormwater Management System is operated by a governmental agency, the Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-109-0098 M2 requirements and applicable District rules and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management System.

So long as the Stormwater Management System is operated by the Association, the Association shall levy and collect adequate assessments against members of the Association for the cost of the maintenance, repair and operation of the Stormwater Management Systems. Such assessments shall be levied for and such maintenance, repair and operation shall include but not be limited to work within any retention pond, stormdrain easements, and drainage structures within driveways.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

(a) Membership. The Owners of the Lots in Cumberland Industrial Park, St. Johns County, Florida shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Initially, there will be six (6) lots in the subdivision.

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STATE OF FLORIDA

COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
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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. 96-140

Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on August 13, 1996.

Carl "Bud" Markel
CLERK OF CIRCUIT COURT

96 AUG 21 PM 4:18

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

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 21st day of August, 1996.

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

By: Lenora Jo Newsome
Lenora Jo Newsome, Deputy Clerk

