

9
6727 BC
The Vault Group Inc
7220 Paradise Way
Suite 400
JAX, FL 32256

Public Records of
St. Johns County, FL
Clerk# 03-015234
O.R. 1909 PG 320
07:52AM 03/07/2003
REC \$21.00 SUR \$3.00

Public Records of
St. Johns County, FL (site)
Clerk# 03-087629
O.R. 2095 PG 1399
04:35PM 11/25/2003
REC \$37.00 SUR \$5.00
Doc Stamps \$0.70

Return to:
The Pantheon Land Group, L.L.C.
3060 Mercury Road, Suite 101
Jacksonville, Florida 32207

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 20th day of February 2003 by The Pantheon Land Group, L.L.C., having an address at 3060 Mercury Road, Suite 101, Jacksonville, Florida 32207 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #40-109-84097-1 issued by Grantee, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and Department of Army permit #200204278 (NW-RLW), and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The Purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

Re-recorded to correct Exhibit A.

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removal or destruction of trees, shrubs, or other vegetation, except for exotic species of plants. Exotic plant removal requires written prior approval from the Grantee and U.S. Army Corps of Engineers (ACOE).

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and ACOE:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require

the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee and ACOE may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

OR1909PG 323
OR2095PG1402

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered

GRANTOR: The Pantheon Land Group, L.L.C.

in our presence as witnesses:

Signature: [Signature]

Signature: [Signature]

Printed Name: Dr. Joseph Kutty

Printed Name: S. S. Marathe, M.D.

Signature: [Signature]

Printed Name: Jim Farak

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by S.S. Marathe, M.D., who did not take an oath.

[Signature]

Notary Public, State of Florida at Large.

My Commission Expires: _____

Serial No. _____



Sharon M Koufas
My Commission CC809052
Expires March 22, 2003

Personally known OR produced identification _____
Identification produced _____

Exhibit A to Re-recorded Conservation Easement Pg 1 of 5

SKETCH AND LEGAL

LEGAL DESCRIPTION (Conservation Easement "A")

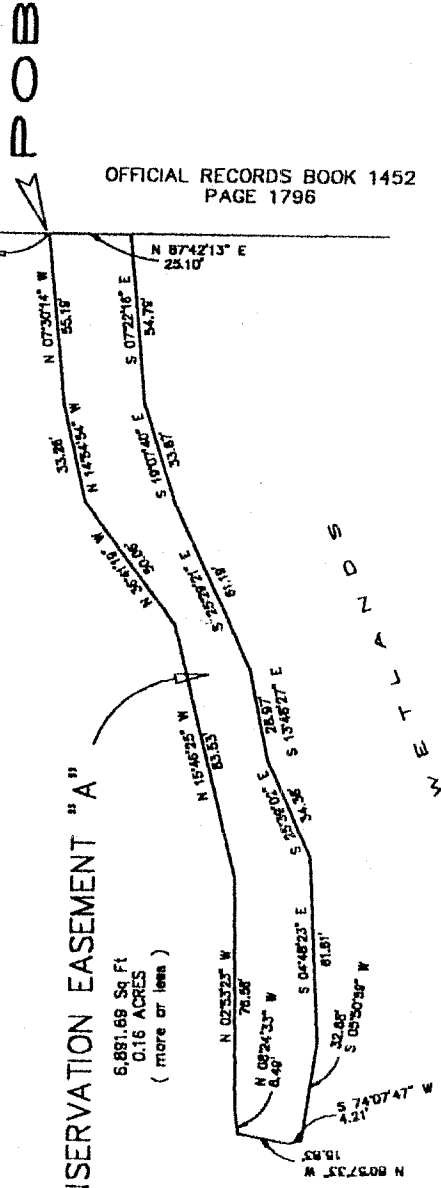
A Parcel of land situated in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the intersection of the Easterly Right of Way Line of the Florida East Coast Railway and the North line of said Section 36; thence South 04°39'56" East along said easterly Right of Way Line, a distance of 1554.11 Feet; thence North 87°42'13" East along the south line of those lands described in Official Records Book 1452, page 1796 of the Public Records of said county, a distance of 1,208.15 Feet to the POINT OF BEGINNING for the herein described Parcel; thence continue easterly along said line, a distance of 25.10 Feet; thence South 07°22'16" East, a distance of 54.78 Feet; thence South 19°07'40" East, a distance of 33.87 Feet; thence South 25°29'21" East, a distance of 61.19 Feet; thence South 13°48'27" East, a distance of 28.97 Feet; thence South 04°48'23" East, a distance of 61.61 Feet; thence South 05°50'59" West, a distance of 32.68 Feet; thence South 74°07'47" West, a distance of 4.21 Feet; thence North 80°57'33" West, a distance of 15.83 Feet; thence North 08°24'33" West, a distance of 8.49 Feet; thence North 02°53'23" West, a distance of 76.58 Feet; thence North 15°46'25" West, a distance of 83.53 Feet; thence North 36°41'19" West, a distance of 50.06 Feet; thence North 14°54'54" West, a distance of 33.26 Feet; thence North 07°30'14" West, a distance of 55.19 Feet to the POINT OF BEGINNING.

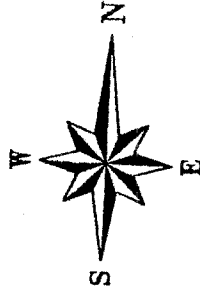
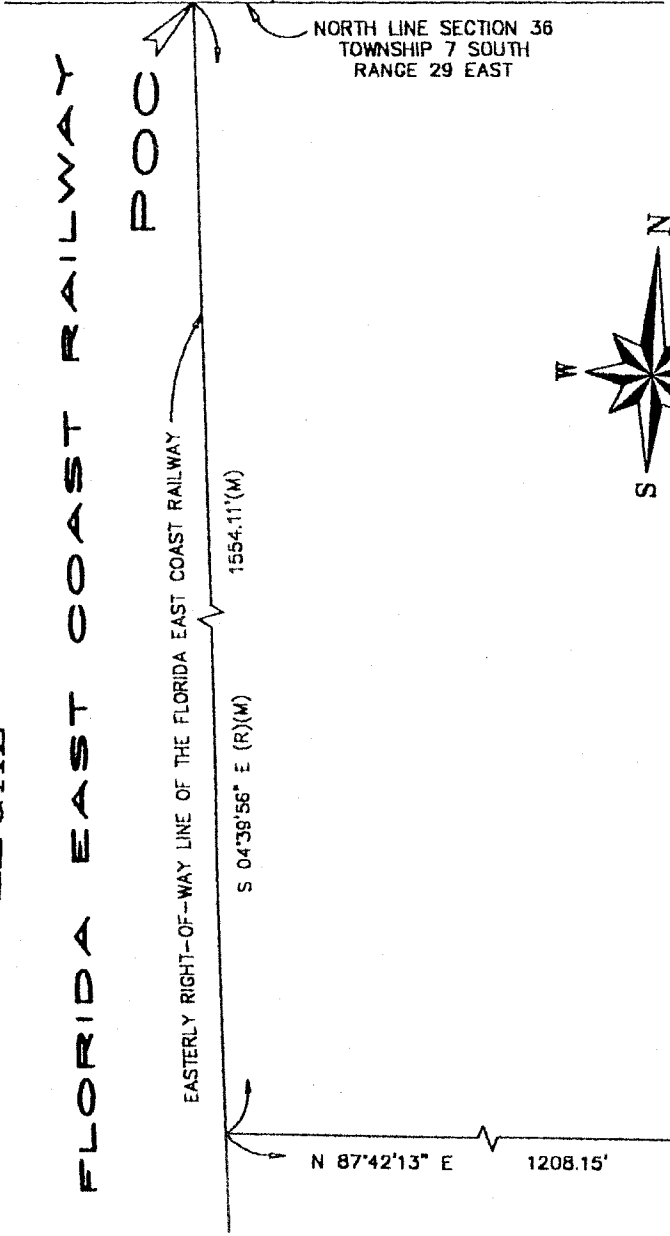
The aforescribed Parcel contains 6,891.69 Square Feet or 0.16 Acres, more or less.

CONSERVATION EASEMENT "A"

6,891.69 Sq Ft
0.16 ACRES
(more or less)



OFFICIAL RECORDS BOOK 1452
PAGE 1796



SCALE: 1 INCH = 60 FEET

LEGEND

- R/W = RIGHT OF WAY
- CONC = CONCRETE
- (R) = RECORD
- (M) = MEASURED
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- Sq Ft = SQUARE FEET

PREPARED BY:
ANCIENT CITY SURVEYING
 1247 7111
 3433 US-1 SOUTH
 ST. AUGUSTINE, FLORIDA 32086
 (904) 787-8967
 SURVEYORS ENGINEERS PLANNERS
[Signature]
 MICHAEL A. PIERCE, P.E.

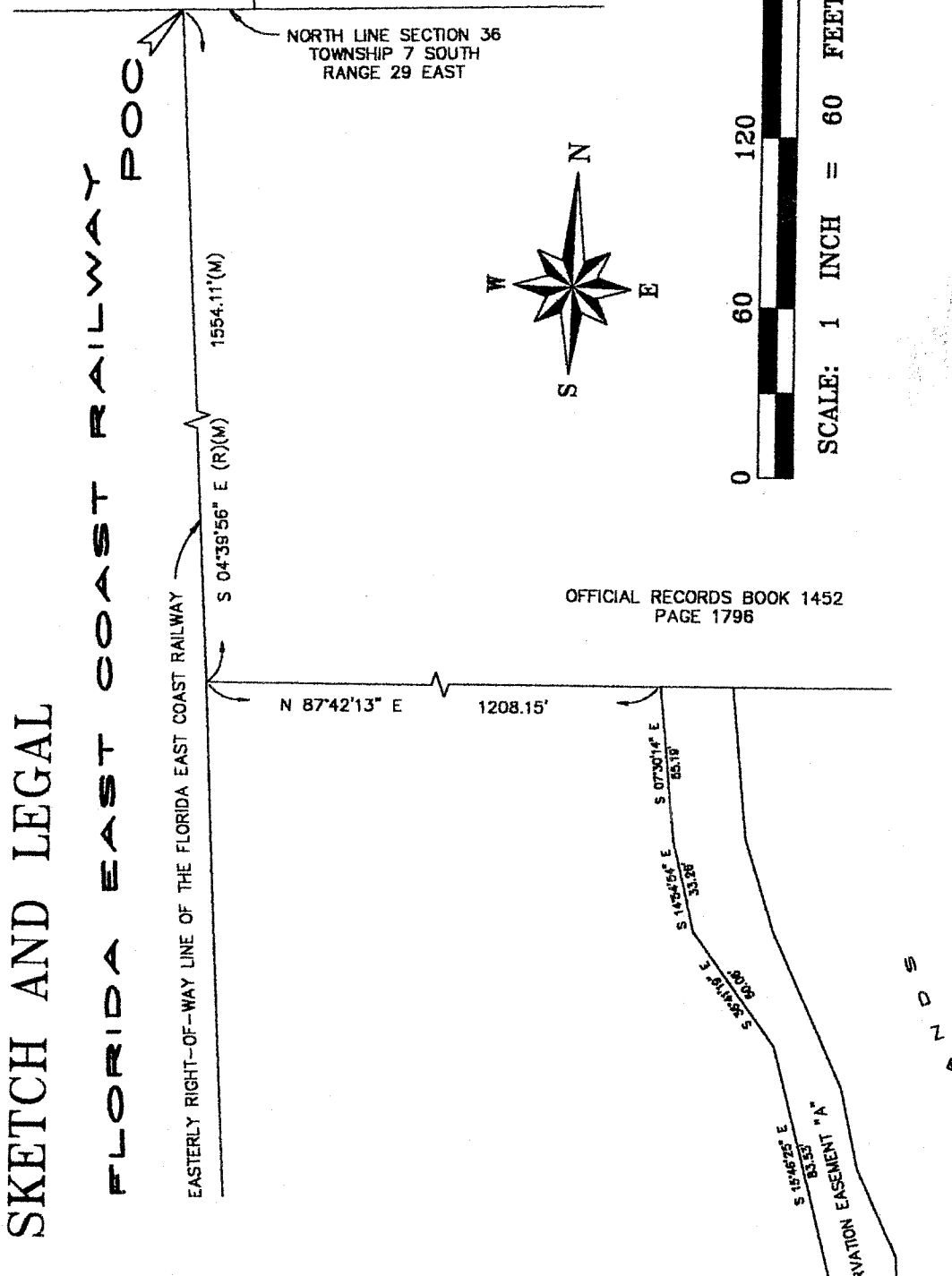
SKETCH AND LEGAL

LEGAL DESCRIPTION (Conservation Easement "B")

A Parcel of land situated in Section 36, Township 7 South, Range 30 East, St. Johns County, Florida and being more particularly bounded and described as follows:
COMMENCE at the intersection of the Easterly Right of Way Line of the Florida East Coast Railway and the North Line of said Section 36; thence South 04°39'56" East along said Easterly Right of Way Line, a distance of 1554.11 Feet; thence North 87°42'13" East along the south line of those lands described in Official Records Book 1452, page 1796 of the Public Records of said county, a distance of 1,208.15 Feet; thence South 07°30'14" East, a distance of 55.19 Feet; thence South 14°54'54" East, a distance of 33.26 Feet; thence South 36°41'19" East, a distance of 50.06 Feet; thence South 15°46'25" East, a distance of 83.53 Feet; thence South 02°53'23" East, a distance of 143.10 Feet to the **POINT OF BEGINNING** for the herein described Parcel; thence North 00°59'14" West, a distance of 28.43 Feet; thence North 83°21'15" East, a distance of 19.06 Feet; thence North 73°34'40" East, a distance of 7.18 Feet; thence South 19°46'01" East, a distance of 35.34 Feet; thence South 12°21'29" West, a distance of 78.79 Feet; thence South 18°14'04" West, a distance of 35.06 Feet; thence South 86°49'17" West, a distance of 11.50 Feet; thence North 03°10'43" West, a distance of 77.61 Feet; thence North 12°45'26" East, a distance of 31.94 Feet; thence North 02°53'23" West, a distance of 2.66 Feet to the **POINT OF BEGINNING**.
 The aforescribed Parcel contains 4,165.74 Square Feet or 0.10 Acres, more or less.

CONSERVATION EASEMENT "B"

4,165.74 Sq Ft
 0.10 ACRES
 (more or less)



OFFICIAL RECORDS BOOK 1452
 PAGE 1796

LEGEND

- R/W = RIGHT OF WAY
- CONC = CONCRETE
- (R) = RECORD
- (M) = MEASURED
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- Sq Ft = SQUARE FEET

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 ANCIENT CITY SURVEYING
 1289 7111
 3433 US-1 SOUTH
 ST. AUGUSTINE, FLORIDA 32086
 (904) 797-9867
 SURVEYORS - ENGINEERS - PLANNERS
Michael A. Pineda
 MICHAEL A. PINEDA PLS 4795

Exhibit A to Re-recorded Conservation Easement

Pg. 3 of 5

SKETCH AND LEGAL

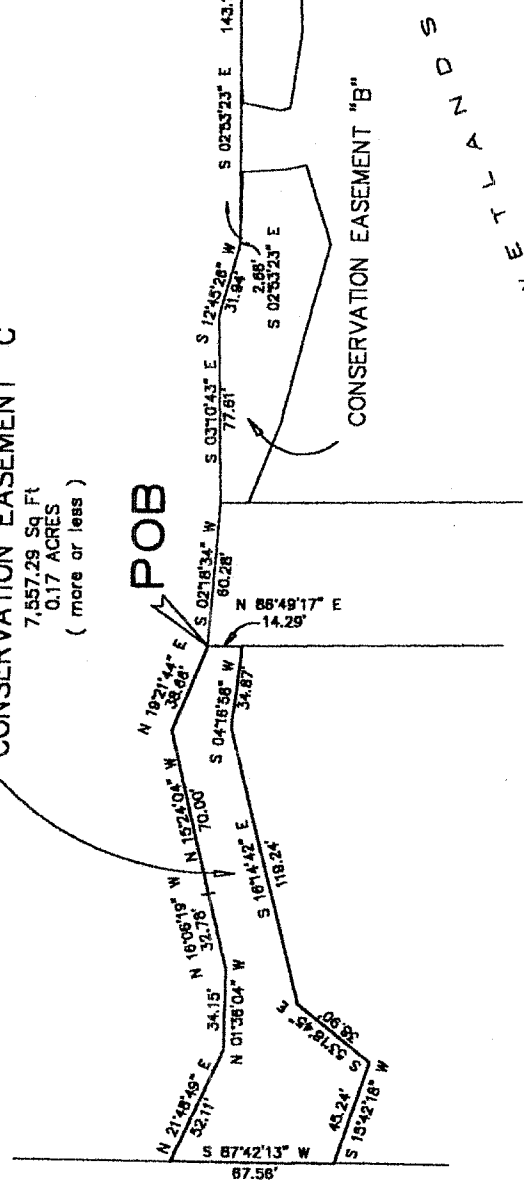
LEGAL DESCRIPTION (Conservation Easement "C")

A Parcel of land situated in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:
 COMMENCE at the intersection of the Easterly Right of Way line of the Florida East Coast Railway and the North Line of said Section 36; thence South 04°39'56" East, a distance of 1554.11 Feet; thence North 87°42'13" East along the south line of those lands described in Official Records Book 1452, page 1796 of the Public Records of said County, a distance of 1,208.15 Feet; thence South 07°30'14" East, a distance of 55.19 Feet; thence South 14°54'54" East, a distance of 33.26 Feet; thence South 36°41'19" East, a distance of 50.06 Feet; thence South 15°46'25" East, a distance of 83.53 Feet; thence South 02°53'23" East, a distance of 145.76 Feet; thence South 12°45'26" West, a distance of 31.94 Feet; thence South 03°10'43" East, a distance of 77.61 Feet; thence South 02°18'34" West, a distance of 60.28 Feet to the POINT OF BEGINNING for the herein described Parcel; thence North 86°48'17" East, a distance of 14.29 Feet; thence South 04°16'58" West, a distance of 34.87 Feet; thence South 16°14'42" East, a distance of 119.24 Feet; thence South 53°18'45" East, a distance of 38.90 Feet; thence South 15°42'18" West, a distance of 45.24 Feet; thence South 87°42'13" West, a distance of 67.56 Feet; thence North 21°48'49" East, a distance of 52.11 Feet; thence North 01°36'04" West, a distance of 34.15 Feet; thence North 16°06'19" West, a distance of 32.78 Feet; thence North 15°24'04" West, a distance of 70.00 Feet; thence North 19°21'44" East, a distance of 38.66 Feet to the POINT OF BEGINNING.
 The aforescribed Parcel contains 7,557.29 Square Feet or 0.17 Acres, more or less.

CONSERVATION EASEMENT "C"

7,557.29 Sq. Ft.
0.17 ACRES
(more or less)

POB



FLORIDA EAST COAST RAILWAY

POC

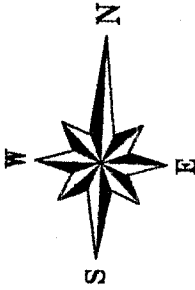
EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY

S 04°39'56" E (R)(M) 1554.11'(M)

NORTH LINE SECTION 36
TOWNSHIP 7 SOUTH
RANGE 29 EAST

OFFICIAL RECORDS BOOK 1452
PAGE 1796

N 87°42'13" E 1208.15'



0 80 160 240

SCALE: 1 INCH = 80 FEET

LEGEND

- R/W = RIGHT OF WAY
- CONC = CONCRETE
- (R) = RECORD
- (M) = MEASURED
- Δ = CENTRAL ANGLE
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- L = ARC LENGTH
- CB = CHORD BEARING
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- Sq Ft = SQUARE FEET

PREPARED BY:
ANCIENT CITY SURVEYING
209 7111

3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 787-9867

SURVEYORS - ENGINEERS - PLANNERS
MICHAEL A. PIERCE PLS# 4788

N E T L A N D S

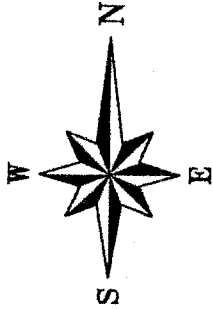
SKETCH AND LEGAL

LEGAL DESCRIPTION (Conservation Easement "D")

A Parcel of land situated in Section, Township South, Range East, St. Johns County, Florida and being more particularly bounded and described as follows:
COMMENCE at the intersection of the Easterly Right of Way Line of the Florida East Coast Railway and the North Line of said Section 36; thence South 04°39'56" East along said Easterly Right of Way Line a distance of 1554.11 Feet; thence North 87°42'13" East along the south line of those lands described in Official Records Book 1452, page 1796 of the Public Records of said County, a distance of 1,208.15 Feet; thence South 07°30'14" East, a distance of 55.19 Feet; thence South 14°54'54" East, a distance of 33.26 Feet; thence South 36°41'19" East, a distance of 50.06 Feet; thence South 15°46'25" East, a distance of 83.53 Feet; thence South 02°53'23" East, a distance of 145.76 Feet; thence South 12°45'26" West, a distance of 31.94 Feet; thence South 03°10'43" East, a distance of 77.61 Feet; thence South 02°18'34" West, a distance of 60.28 Feet; thence North 86°49'17" East, a distance of 314.13 Feet to the **POINT OF BEGINNING** for the herein described Parcel; thence North 62°53'33" East, a distance of 31.97 Feet; thence South 83°52'00" East, a distance of 18.51 Feet; thence South 63°38'57" East, a distance of 17.44 Feet; thence South 73°38'07" East, a distance of 5.84 Feet; thence South 87°57'39" East, a distance of 8.82 Feet; thence North 86°48'23" East, a distance of 40.94 Feet; thence South 02°28'29" East, a distance of 38.70 Feet; thence North 66°27'54" West, a distance of 89.01 Feet; thence South 86°49'17" West, a distance of 37.82 Feet to the **POINT OF BEGINNING**.
 The aforescribed Parcel contains 2,025.30 Square Feet or 0.05 Acres, more or less.

FLORIDA EAST COAST RAILWAY POC
 1554.11'(M)
 S 04°39'56" E (R)(M)
 NORTH LINE SECTION 36
 TOWNSHIP 7 SOUTH
 RANGE 29 EAST

OFFICIAL RECORDS BOOK 1452
 PAGE 1796



SCALE: 1 INCH = 80 FEET

LEGEND

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- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- Sq Ft = SQUARE FEET

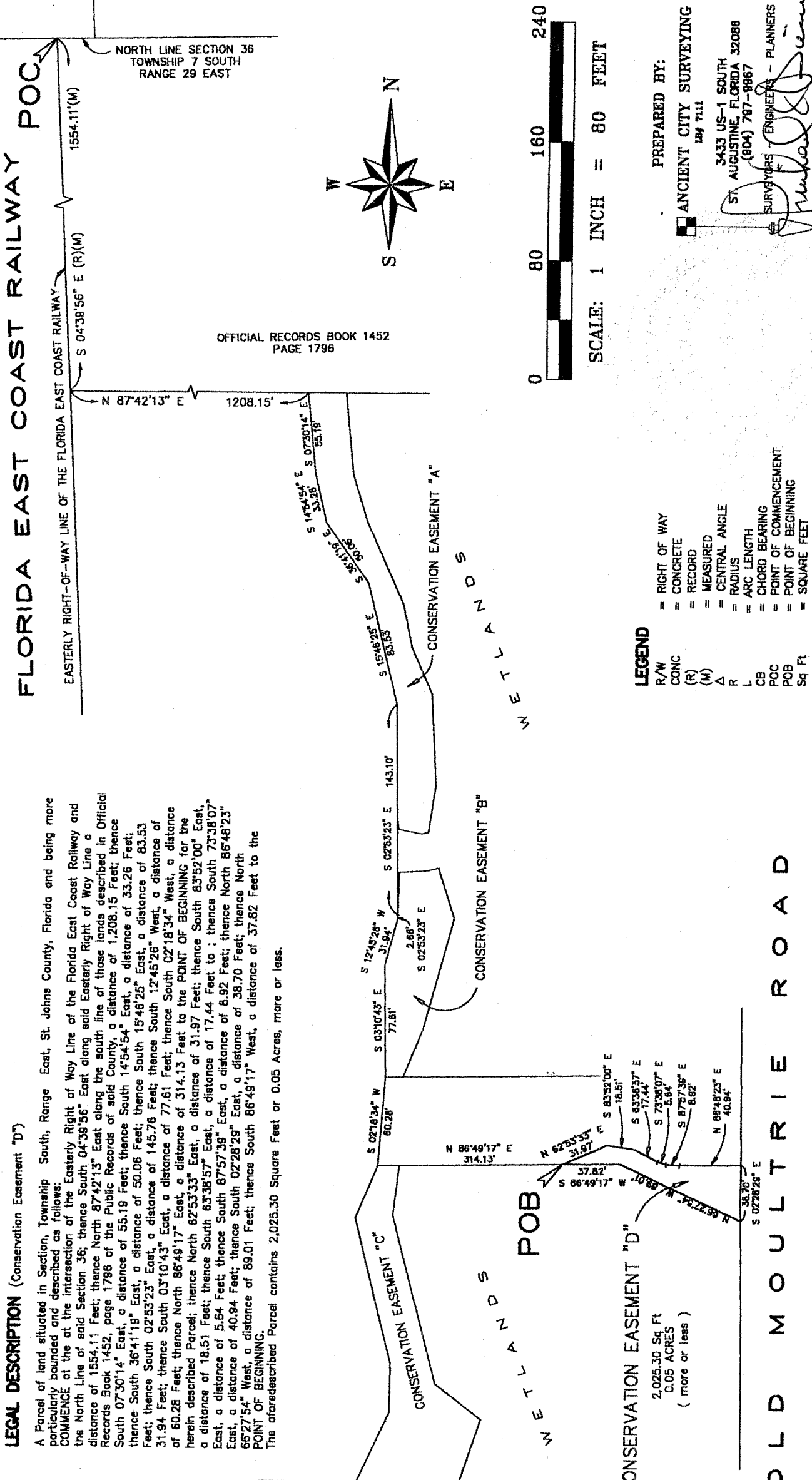
PREPARED BY:

ANCIENT CITY SURVEYING
 124 7111

3433 US-1 SOUTH
 ST. AUGUSTINE, FLORIDA 32086
 (804) 787-9867

SURVEYORS ENGINEERS - PLANNERS

Michael A. Fierco
 MICHAEL A. FIERCO PLS# 4783



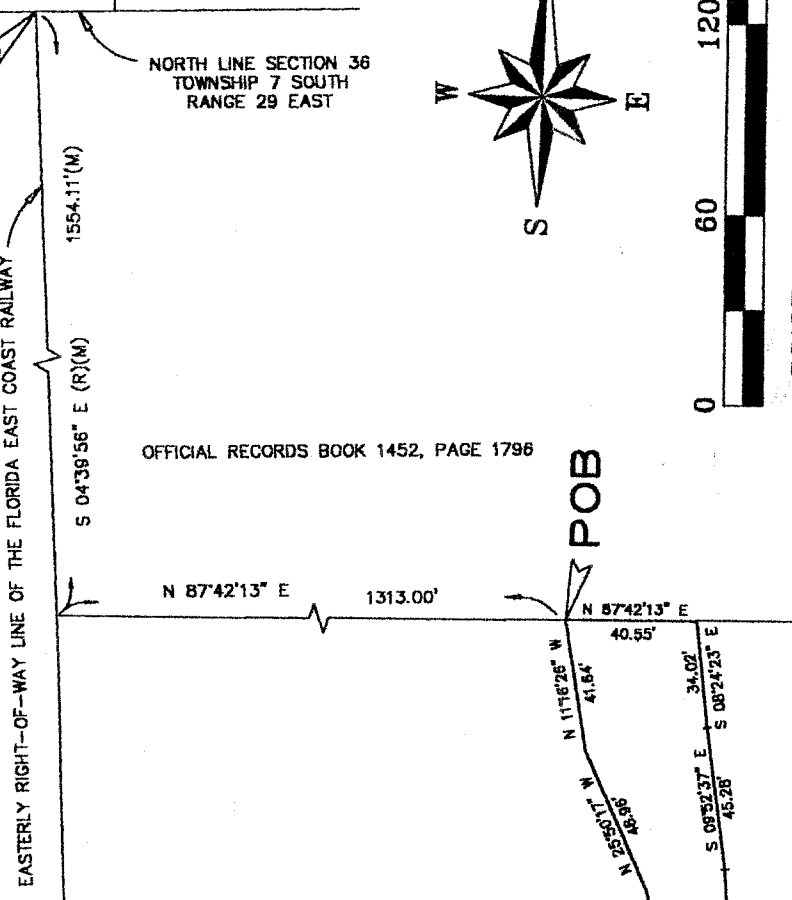
OLD MOULTRIE ROAD

SKETCH AND LEGAL

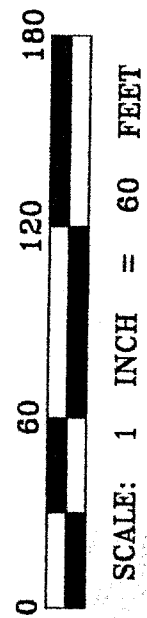
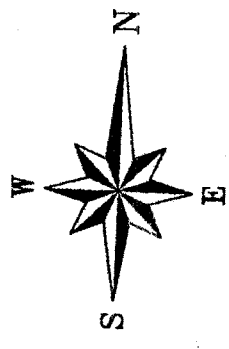
LEGAL DESCRIPTION (Conservation Easement "E")

A Parcel of land situated in Section, Township South, Range East, St. Johns County, Florida and being more particularly bounded and described as follows:
COMMENCE at the intersection of the Easterly Right of Way Line of the Florida East Coast Railway and the North Line of said Section 36; thence South 04°39'56" East along said Easterly Right of Way Line, a distance of 1554.11 Feet; thence North 87°42'13" East along the South line of those lands described in Official Records Book 1452, page 1796 of the Public records of said County, a distance of 1,313.00 Feet to the **POINT OF BEGINNING** for the herein described Parcel; thence continue easterly along said line, a distance of 40.55 Feet; thence South 08°24'23" East, a distance of 34.02 Feet; thence South 09°52'37" East, a distance of 45.28 Feet; thence South 05°48'00" East, a distance of 64.94 Feet; thence South 26°11'20" East, a distance of 31.55 Feet; thence South 13°25'20" East, a distance of 63.20 Feet; thence South 25°08'13" East, a distance of 2.75 Feet; thence South 15°05'40" West, a distance of 9.40 Feet; thence South 23°09'25" West, a distance of 10.20 Feet; thence South 06°10'37" West, a distance of 11.29 Feet; thence South 01°02'34" West, a distance of 11.27 Feet; thence South 23°32'47" East, a distance of 9.03 Feet; thence South 40°13'04" East, a distance of 21.13 Feet; thence South 57°03'12" East, a distance of 36.41 Feet; thence South 57°53'50" East, a distance of 34.26 Feet; thence South 13°42'54" East, a distance of 88.37 Feet; thence South 06°37'23" East, a distance of 31.33 Feet; thence South 86°49'17" West, a distance of 19.20 Feet; thence North 18°06'02" West, a distance of 29.45 Feet; thence North 13°42'54" West, a distance of 80.51 Feet; thence North 41°14'22" West, a distance of 64.20 Feet; thence North 25°08'13" West, a distance of 67.54 Feet; thence North 13°31'52" West, a distance of 65.48 Feet; thence North 12°11'59" West, a distance of 47.03 Feet; thence North 12°30'31" West, a distance of 45.84 Feet; thence North 25°50'17" West, a distance of 48.96 Feet; thence North 11°16'26" West, a distance of 41.64 Feet to the **POINT OF BEGINNING**.
 The aforescribed Parcel contains 10,824.00 Square Feet or 0.25 Acres, more or less.

FLORIDA EAST COAST RAILWAY



OFFICIAL RECORDS BOOK 1452, PAGE 1796

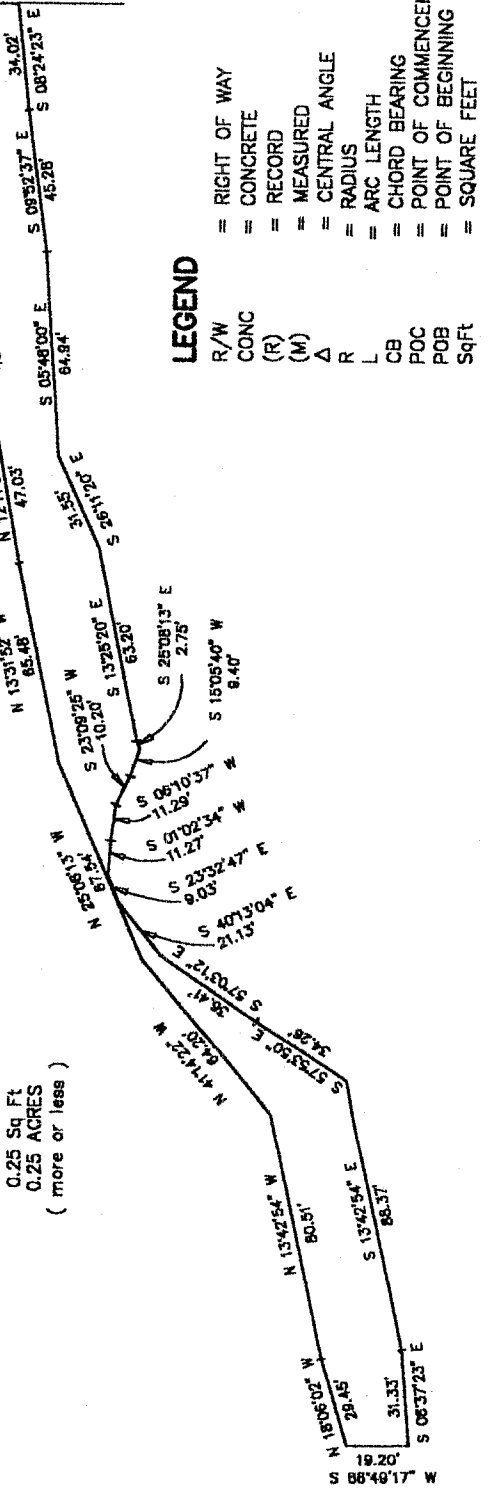


LEGEND

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- L = ARC LENGTH
- CB = CHORD BEARING
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- SqFt = SQUARE FEET

CONSERVATION EASEMENT "E"

0.25 Sq Ft
 0.25 ACRES
 (more or less)



PREPARED BY:
ANCIENT CITY SURVEYING
 1284 7111
 3433 US-1 SOUTH
 ST. AUGUSTINE, FLORIDA 32086
 (804) 797-8867
 SURVEYORS ENGINEERS - PLANNERS

Prepared by, record and return to:
D. R. Repass, P.A.
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

File 18-5113

ASSIGNMENT OF CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT

THIS ASSIGNMENT OF CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (this "Assignment") is made and entered into as of the 15 day of February, 2019, between OLD MOULTRIE PARTNERS, LLC, a Florida limited liability company ("Assignor") and MCG MOULTRIE, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor's predecessor in title to the property described in Exhibit "A" attached hereto and incorporated hereby this reference (the "Property") and St. Johns County, a political subdivision of the State of Florida ("County") executed that certain Concurrency and Impact Fee Credit Agreement dated May 21, 2003, and recorded in O.R. Book 1968 PG 1588, of the Public Records of St. Johns County, Florida (the "Agreement");

WHEREAS, Pursuant to the Agreement, Assignor is the owner of Road Impact Fee Credits associated with, totaling \$182,974.43;

WHEREAS, Assignee has purchased the Property from Assignor as of the date set forth above;

WHEREAS, As part of and included within the sale of the Property to Assignee, Assignor desires to assign to Assignee all of Assignor's rights, title, and interest under the Agreement, including, but not limited to, all of Assignor's allocation of Road Impact Fee Credits under the Agreement;

WHEREAS, the parties hereto desire to evidence and confirm the assignment of the Road Impact Fee Credits by Assignor to Assignee, and to provide to the Assignee evidence of such assignment.

NOW, THEREFORE, for and in consideration of the Premises, the sum of \$10.00 paid to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** Assignor and Assignee acknowledge and agree that all recitals set forth above and true and correct and are incorporated herein by reference.
2. **Assignment and Assumption.** Effective upon the full execution of this Assignment, Assignor hereby sells, transfers, assigns, and conveys to Assignee all of Assignor's rights, title, and interest under the Agreement, including, but not limited to, all of Assignor's

allocation of Road Impact Fee Credits under the Agreement, and Assignee hereby assumes any and all obligations of Assignor under the Agreement..

3. **Further Assurances.** Assignor and Assignee each agree to execute such further documentation as may be required by the County in order to evidence or confirm this assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

ASSIGNOR

OLD MOULTRIE PARTNERS, LLC

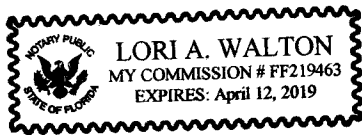
D.R. Repass
Print Name: D.R. Repass

Lori A. Walton
Print Name: Lori A. Walton

By: *Andrew Norgart*
Name: Andrew Norgart
Its: Manager

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 15 day of February, 2019, by Andrew Norgart, as manager of Old Moultrie Partners, LLC, on behalf of company. He is personally known to me or has produced _____ as identification..



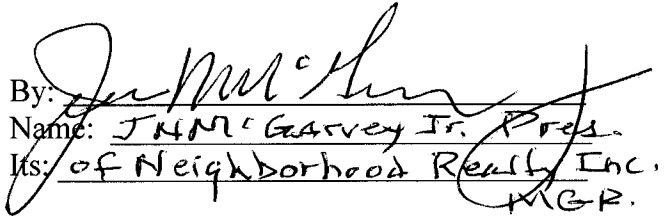
Lori A. Walton
Notary Public

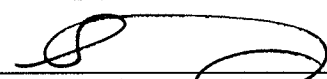
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

ASSIGNEE

MCG MOULTRIE, LLC,
a Florida limited liability company

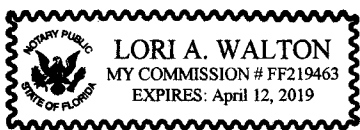

Print Name: Lori A. Walton

By: 
Name: Jay McGarvey Jr. Pres.
Its: of Neighborhood Realty Inc. MGR.


Print Name: L. Seston C. Spivey

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 15 day of February, 2019, by Jay McGarvey, as Pres. of NR Inc. MGR of MCG Moultrie, LLC, a Florida limited liability company, on behalf of said company who is personally known to me or has produced _____ as identification.



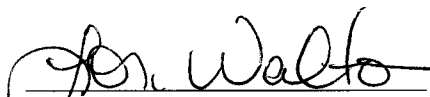

Notary Public

EXHIBIT "A"

PARCEL 1:

A Parcel of land situated in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at the intersection of the North line of said Section 36 and the Easterly Right-of-Way line of the Florida East Coast Railway; thence South 04 degrees 39 minutes 56 seconds East, along said Easterly Right-of-Way line, a distance of 1,554.11 feet; thence North 87 degrees 42 minutes 13 seconds East, along the South line of those lands described in Official Records Book 1452, Page 1796 of the Public Records of said County, a distance of 867.55 feet to the POINT OF BEGINNING for the herein described Parcel; thence continue Easterly along said line, a distance of 365.70 feet; thence South 07 degrees 22 minutes 16 seconds East, a distance of 54.79 feet; thence South 19 degrees 07 minutes 40 seconds East, a distance of 33.87 feet; thence South 25 degrees 14 minutes 19 seconds East, a distance of 61.41 feet; thence South 14 degrees 14 minutes 36 seconds East, a distance of 6.21 feet; thence North 86 degrees 52 minutes 09 seconds East, a distance of 77.10 feet; thence North 12 degrees 11 minutes 59 seconds West, a distance of 17.63 feet; thence North 12 degrees 30 minutes 31 seconds West, a distance of 45.84 feet; thence North 25 degrees 50 minutes 17 seconds West, a distance of 48.96 feet; thence North 11 degrees 16 minutes 26 seconds West, a distance of 41.64 feet; thence North 87 degrees 42 minutes 13 seconds East, a distance of 397.01 feet to a Point on the Westerly Right-of-Way line of Old Moultrie Road, said Point being a Point of Curvature of a non tangent curve to the left, of which the radius point lies South 86 degrees 20 minutes 55 seconds East, a radial distance of 3,852.48 feet and having a chord bearing and chord distance of South 02 degrees 06 minutes 14 seconds West, 208.10 feet; thence Southerly along the arc and said Westerly Right-of-Way line, through a central angle of 03 degrees 05 minutes 43 seconds, a distance of 208.13 feet; thence South 86 degrees 49 minutes 25 seconds West, along the North line of those lands described in Official Records Book 1162, Page 849 of said Public Records, a distance of 184.20 feet; thence South 03 degrees 11 minutes 48 seconds East, along the West line of those lands described in Official Records Book 1162, Page 849 of said Public Records a distance of 250.00 feet; thence North 86 degrees 49 minutes 17 seconds East, along the South line of those lands described in Official Records Book 1162, Page 849 of said Public Records a distance of 175.66 feet to said Westerly Right-of-Way line; thence South 02 degrees 28 minutes 29 seconds East, along said Westerly Right-of-Way line a distance of 100.01 feet; thence North 66 degrees 27 minutes 54 seconds West, a distance of 89.01 feet; thence South 86 degrees 49 minutes 17 seconds West, a distance of 149.44 feet; thence North 00 degrees 25 minutes 15 seconds East, a distance of 45.30 feet; thence North 17 degrees 40 minutes 09 seconds West, a distance of 44.42 feet; thence North 13 degrees 42 minutes 54 seconds West, a distance of 80.76 feet; thence North 41 degrees 14 minutes 22 seconds West, a distance of 64.20 feet; thence North 26 degrees 08 minutes 13 seconds West, a distance of 67.54 feet; thence North 13 degrees 31 minutes 52 seconds West, a distance of 44.14 feet; thence South 86 degrees 53 minutes 08 seconds West, a distance of

69.67 feet; thence South 25 degrees 39 minutes 02 seconds East, a distance of 4.14 feet; thence South 04 degrees 48 minutes 23 seconds East, a distance of 61.61 feet; thence South 05 degrees 50 minutes 59 seconds West, a distance of 34.60 feet; thence South 19 degrees 46 minutes 01 seconds East, a distance of 58.86 feet; thence South 12 degrees 21 minutes 29 seconds West, a distance of 78.79 feet; thence South 19 degrees 14 minutes 04 seconds West, a distance of 38.37 feet; thence South 01 degrees 27 minutes 25 seconds East, a distance of 56.96 feet; thence South 04 degrees 16 minutes 58 seconds West, a distance of 34.87 feet; thence South 16 degrees 14 minutes 42 seconds East, a distance of 119.24 feet; thence South 53 degrees 18 minutes 45 seconds East, a distance of 38.90 feet; thence South 15 degrees 42 minutes 18 seconds West, a distance of 45.24 feet; thence South 87 degrees 42 minutes 13 seconds West, a distance of 434.87 feet; thence North 03 degrees 06 minutes 55 seconds West, a distance of 741.95 feet to the POINT OF BEGINNING.

EXCEPT for part sold in deed in Official Records Book 3070, Page 910 of the Public Records of St. Johns County, Florida.

PARCEL 2:

A Parcel of land situated in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at the intersection of the North line of said Section 36 and the Easterly Right-of-Way line of the Florida East Coast Railway, thence South 04 degrees 39 minutes 56 seconds East, along said Easterly Right-of-Way line, a distance of 1,554.11 feet, thence North 87 degrees 42 minutes 13 seconds East, along the South line of those lands described in Official Records Book 1452, Page 1796, of the Public Records of said County, a distance of 1,710.01 feet to a point on the West Right-of-Way line of Old Moultrie Road, said point a point of curve of a non-tangent curve to the left, of which the radius point lies South 86 degrees 20 minutes 55 seconds East, a radial distance of 3,852.48 feet and having a chord bearing and distance of South 02 degrees 06 minutes 14 seconds West, 208.10 feet; thence Southerly along the arc, and along said West Right-of-Way line of Old Moultrie Road, through a central angle of 03 degrees 05 minutes 43 seconds, a distance of 208.12 feet to the POINT OF BEGINNING; thence continue Southerly along said curve and said West Right-of-Way line, through a central angle of 00 degrees 35 minutes 45 seconds a distance of 40.06 feet; thence South 86 degrees 49 minutes 25 seconds West, a distance of 181.78 feet to the West line of those lands described in Official Records Book 1162, Page 849 of said Public Records; thence North 03 degrees 11 minutes 48 seconds West, along said West line, a distance of 40.00 feet; thence North 86 degrees 49 minutes 25 seconds East, along the North line of lands described in Official Records Book 1162, Page 849 of said Public Records, a distance of 184.20 feet to the POINT OF BEGINNING.

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4218

CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT

THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (the "Agreement"), is made as of this 21st day of May, 2003, by and between PANTHEON LAND GROUP, LLC, its successors, or assigns ("PANTHEON"), HIDEAWAY AT OLD MOULTRIE, LLC, its successors, or assigns ("HIDEAWAY"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WITNESSETH:

WHEREAS, PANTHEON is the owner of the land described in Exhibit "A" attached hereto (the "PANTHEON Property"), which is the subject of a proposed rezoning application to change the current zoning category to Commercial Neighborhood and which is the subject of certain development applications for the development known as the Old Moultrie Office Complex (the "PANTHEON Development Applications"); and

WHEREAS, HIDEAWAY is the owner of the land described in Exhibit "B" attached hereto (the "HIDEAWAY Property"), which is the subject of a rezoning application to change the present zoning category to Planned Unit Development for the development of a project known as The Hideaway at Old Moultrie (the "HIDEAWAY Proposed PUD Ordinance"); and

WHEREAS, PANTHEON proposes to develop the PANTHEON Property which consists of approximately 9.87 acres on which are to be constructed up to 75,200 gross square feet of office use, and HIDEAWAY proposes to develop the HIDEAWAY Property which consists of approximately 39.6 acres on which are to be constructed up to 126 single-family residential units. Each Property will contain associated retention areas, roadways and common areas as may be approved in the respective PANTHEON Development Applications and HIDEAWAY Proposed PUD Ordinance; however, PANTHEON and HIDEAWAY seek by this

February 19, 2003

Arlet P. Degraude
BCC Secy

Agreement to obtain a determination by the COUNTY that adequate public facilities and services are available ("Concurrency") for each of their developments on the PANTHEON Property and HIDEAWAY Property, respectively, as further described herein;

WHEREAS, at the time of the applications for certificates of concurrency filed by PANTHEON and HIDEAWAY with respect to each of their respective developments, there was inadequate traffic capacity at the intersection of County Road 5A and State Road 312 to accommodate the total development proposed to be constructed by PANTHEON and/or HIDEAWAY;

WHEREAS, PANTHEON and HIDEAWAY seek by this Agreement to obtain certificates of concurrency benefiting each of their respective properties for up to 75,200 gross square feet of office development on the PANTHEON Property and 126 single-family residential units on the HIDEAWAY Property ("Concurrency Development");

WHEREAS, PANTHEON and HIDEAWAY seek by this Agreement to set forth their obligations regarding improvements for the intersection of County Road 5A and State Road 312;

WHEREAS, Pursuant to the County requirements of the Land Development Code ("LDC"), PANTHEON and/or HIDEAWAY are making improvements to the intersection of County Road 5A and State Road 312, which are recognized as meeting the requirements for Road Impact Fee Credits, as defined herein below;

WHEREAS, St. Johns County Road Impact Fee Ordinance #87-57, as amended, allows impact fee credits to be granted for certain improvements ("Road Impact Fee Credits").

WHEREAS, PANTHEON and HIDEAWAY wish to enter into this Agreement to set forth the conditions under which a Final Certificate of Concurrency, as that term is defined in the LDC, for traffic impacts may be issued to each development, set forth the prepayment of road

impact fees ("Road Impact Fees") for the Developments, and pursuant to the terms of Ordinance #87-57, as amended, set forth the terms and conditions upon which Road Impact Fee Credits shall be available and utilized in consideration of certain improvements to be constructed by PANTHEON and HIDEAWAY;

WHEREAS, the COUNTY has entered into this Agreement for a term of three (3) years beginning upon the full execution of this Agreement in consideration of the commitment by PANTHEON and HIDEAWAY to construct certain transportation improvements;

WHEREAS, the improvements to be constructed by PANTHEON and HIDEAWAY will advance the implementation of the COUNTY's adopted Traffic Circulation Element as contained within the 2015 EAR-based Amendments to St. Johns County Comprehensive Land Use Plan;

WHEREAS, the COUNTY deems it to be in the public interest to recognize the contributions of PANTHEON and HIDEAWAY in improving the transportation system;

WHEREAS, the COUNTY has determined that PANTHEON and HIDEAWAY are making binding commitments for themselves and their successors and assigns in the PANTHEON Property and the HIDEAWAY Property to St. Johns County to build the transportation facilities necessary to accommodate the impacts of the Concurrency Development pursuant to Section 11.03.06.C.3 of the LDC;

WHEREAS, PANTHEON and HIDEAWAY desire to make these binding commitments to construct the necessary public facilities to achieve available capacity pursuant to Section 11.03.01 A.2 of the LDC.

WHEREAS, the LDC, as amended from time to time, allows the COUNTY's execution of such Agreement;

WHEREAS, such Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

WHEREAS, PANTHEON and HIDEAWAY will each be required to pay Road Impact Fees for roads in connection with occupancy of construction offices, sales centers, or both on the Concurrency Development. As a result, PANTHEON and HIDEAWAY are "fee payers" as defined in Ordinance #87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to fee payers under certain circumstances; and

WHEREAS, a commitment to construct the improvements to the intersection of County Road 5A and State Road 312 contemplated to be funded by PANTHEON and HIDEAWAY is necessary for PANTHEON and HIDEAWAY to obtain Final Certificates of Concurrency for the Concurrency Development; and

WHEREAS, the parties wish to specify the value of PANTHEON's and HIDEAWAY's contribution to the intersection of County Road 5A and State Road 312 improvements as calculated under Ordinance 87-57, as amended; and

WHEREAS, the parties wish to provide a mechanism for the management of the Road Impact Fee Credits to which PANTHEON and HIDEAWAY shall become entitled by the terms hereof; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The purpose of this Agreement is:

- a. to grant any owner of the HIDEAWAY Property and/or the PANTHEON Property, or any portion thereof, traffic concurrency (as provided for in Concurrency Certificate No. CONMAJ 2002-03 (the "PANTHEON Certificate") and Concurrency Certificate No. CONMAJ 2002-10 (the "HIDEAWAY Certificate") as required for the construction of any portion or all of the respective portions of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement, the Concurrency Certificates and the proposed Ordinances, as appropriate, by PANTHEON and HIDEAWAY;
- b. to set forth the agreed upon value of PANTHEON's and HIDEAWAY's contributions to the County transportation system as they qualify for Road Impact Fee Credits under, and as may be limited by, Ordinance 87-57, as amended; and
- c. to establish a procedure for processing and accounting for such Road Impact Fee Credits.

3. **Densities and Intensities Statement.**

The Development Applications submitted concurrently with the proposed PANTHEON Rezoning contemplate 75,200 gross square feet of office development (the "PANTHEON

Proposed Development"). The HIDEAWAY Proposed PUD Ordinance provides for 126 single-family residential units.

Amendments to the PANTHEON Proposed Development or the HIDEAWAY Proposed PUD Ordinance from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PANTHEON Proposed Development or HIDEAWAY Proposed PUD Ordinance, and the requests for concurrency, shall not affect the validity or vary the terms of this Agreement. If the PANTHEON Proposed Development or HIDEAWAY Proposed PUD Ordinance is amended in such a way as to increase such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. **PANTHEON and HIDEAWAY Obligations and Consideration.**

PANTHEON and HIDEAWAY hereby covenant and agree to construct or cause to be constructed improvements to the intersection of County Road 5A and State Road 312, which include adding a second northbound left-turn lane on County Road 5A and adding an eastbound right lane on State Road 312 and modifying the signalization at the intersection, all as more particularly detailed in the Conceptual Design attached as "Exhibit C" (the "Roadway Improvements"). The estimated cost of the Roadway Improvements is \$365,948.86, for which Road Impact Fee credits will be granted in accordance with Paragraph 10.a hereof. In no event shall the COUNTY be responsible to pay for any part of the actual cost of the Roadway Improvements contemplated by this Agreement. Construction of the Roadway Improvements contemplated herein shall commence within twenty-four (24) months of the executed date of this

Agreement and be completed within one (1) year after commencement. In the event PANTHEON's Development Application is denied, and HIDEAWAY Proposed PUD Ordinance is approved, HIDEAWAY shall assume all obligations and responsibilities provided for herein. In the event the HIDEAWAY Proposed PUD Application is denied and the PANTHEON Development Application is approved, PANTHEON shall assume all obligations and responsibilities provided for herein. In the event both the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance are denied, this Agreement shall terminate and have no further force or effect.

5. Financial Security.

No later than 30 days after the final approval of the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance, PANTHEON and HIDEAWAY, each shall post a performance bond or other security to the COUNTY in the amount of \$182,974.43^a each for the Roadway Improvements in a form reasonably acceptable to the COUNTY, and which bonds shall be renewable by PANTHEON and HIDEAWAY, as may be necessary to ensure the completion of construction of the Roadway Improvements outstanding from time to time to the extent allowed by Contract or Law. If PANTHEON's Development Application is denied, and the HIDEAWAY Proposed PUD Ordinance is approved, HIDEAWAY shall assume full responsibility for PANTHEON's obligations under this Agreement. If the HIDEAWAY Proposed PUD Ordinance is denied and the PANTHEON Development Application is approved, PANTHEON shall assume HIDEAWAY's obligation under this Agreement. In the event both the PANTHEON Development Application and the HIDEAWAY Proposed PUD Ordinance are denied, this Agreement shall become null and void

^a The amount indicated may be adjusted to reflect the signed and sealed cost estimates provided at the time of construction plan approval.

and have no further force or effect. The condition of the bonds shall be the completion of PANTHEON's and HIDEAWAY's joint and several responsibility under this Agreement. PANTHEON and HIDEAWAY may proceed with Construction Plan/Subdivision Plat Approvals upon posting the bond. Upon satisfactory completion of the Roadway Improvements, the COUNTY shall authorize the release of the performance bonds, pursuant to LDC Section 6.04.08. If both PANTHEON and HIDEAWAY shall materially default under the terms hereof, such sums shall be payable to the COUNTY on thirty (30) days' notice and right to cure, to apply to the completion of the Roadway Improvements contemplated by this Agreement. PANTHEON and/or HIDEAWAY may proceed with construction plan approval and/or subdivision plat approval once the Bonds contemplated herein are posted. PANTHEON may seek to apply its Road Impact Fee Credits to extend the PANTHEON Final Certificate of Concurrency and HIDEAWAY may seek to apply its Road Impact Fee Credits to extend the HIDEAWAY Final Certificate of Concurrency.

6. **COUNTY Obligations.**

By executing this Agreement, the COUNTY hereby authorizes this Agreement to be used as a basis for granting concurrency for the Concurrency Development as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the LDC and neither expressly nor impliedly relieves PANTHEON or HIDEAWAY of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by this Agreement.

7. **Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns County Land Development Code as it may be amended from time to time, and is effective from the date of the full execution of this Agreement through the expiration of the Final Certificate of Concurrency, unless otherwise extended by extension of the Final Certificates of Concurrency or by agreement of the parties hereto. In the event either or both Final Certificates of Concurrency are extended, the duration of this Agreement shall also be extended.

8. **Extension of Agreement; Subsequent Change.**

The duration of this Agreement may be extended by the COUNTY. If the COUNTY modifies its LDC with respect to the Concurrency Management System (the "Concurrency Provision") subsequent to the execution of this Agreement, or if a change in circumstances such that the intersection improvements do not represent the best method for increasing capacity, the parties may renegotiate the terms of this Agreement. Provided, however, no such modification of the Concurrency Provision or any other land development regulation shall be applied in a manner that operates to prevent the land uses, intensities and density in the land development of the PANTHEON Property and/or the HIDEAWAY Property as would be permitted by this Agreement hereunder in its entirety under the Concurrency Management System in effect as of the date of the execution of this Agreement, unless the Board of County Commissioners demonstrates that compliance with the Concurrency Provision or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County.

9. **Necessity to Obtain Permits.**

PANTHEON and HIDEAWAY hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective

Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of their respective Property shall not relieve PANTHEON or HIDEAWAY or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. In the event PANTHEON and/or HIDEAWAY encounter unanticipated delays in obtaining the required permits, or are unable to obtain the required permits, the COUNTY will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes for completion of the Road Improvements contemplated herein.

10. Impact Fees.

Pursuant to Ordinance #87-57, as amended, the COUNTY requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy, to pay a Road Impact Fee so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

Pursuant to the requirements of the Agreement, PANTHEON and HIDEAWAY have agreed to fund Roadway Improvements. PANTHEON and HIDEAWAY have requested, and the COUNTY has agreed to provide to PANTHEON and HIDEAWAY, certain credits against the payment of Road Impact Fees based upon the total value of the off site Roadway Improvements as follows:

a. Amount. Pursuant to Section 13 of Ordinance #87-57, as amended, the parties have agreed that the value of the Roadway Improvements are estimated to be \$365,948.86, as detailed in **Exhibit "D,"** attached hereto. The total Road Impact Fee Credits available shall be limited to the amount of Road Impact Fees due for the Concurrency

Development. The Road Impact Fee Credits shall be allocated in the amount of up to but not exceeding \$182,974.43 to PANTHEON and up to but not exceeding \$182,974.43 to HIDEAWAY. The design on which the cost estimate is based may be subject to changes for reasons beyond the control of PANTHEON and/or HIDEAWAY. In the event the cost of the improvements contemplated by this Agreement differ from the estimate detailed in Exhibit "D," due to such design changes, any party hereto may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit agreement amount to appropriately reflect such design changes.

b. Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the Concurrency Development shall pay an amount equal to the amount due under Ordinance #87-57, as amended, directly to PANTHEON or HIDEAWAY, as applicable. So long as the total Road Impact Fees for which either PANTHEON or HIDEAWAY have issued vouchers under this Agreement is, in the aggregate, an amount less than or equal to \$182,974.43 each, PANTHEON or HIDEAWAY, as appropriate, shall then issue to such Fee Payer a voucher, in the form attached hereto as **Exhibit "E,"** evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the COUNTY, as evidence of payment in full of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by PANTHEON or HIDEAWAY, as appropriate, shall contain a statement setting forth the amount of the Road Impact Fee paid by such Fee Payer to either PANTHEON or HIDEAWAY. Upon presentation of such voucher by the Fee Payer, the COUNTY shall deduct the amount of the voucher from the

amount of Road Impact Fee Credits that remain unused pursuant to the allocation provided in paragraph 10a. above, as appropriate.

c. Sale of Development. In the event that PANTHEON or HIDEAWAY may determine to sell all or part of their respective Property, each or the other may sell, transfer, assign, or convey all or part of their respective allocation of Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use only within their respective portions of the Concurrency Development for such consideration as PANTHEON or HIDEAWAY, as applicable, in its sole discretion, determines. In such event, PANTHEON or HIDEAWAY, as applicable, shall execute and deliver to the COUNTY, a copy of the instrument selling, transferring, assigning or granting their allocation of the Road Impact Fee Credit, or portion thereof, and a confirmation of the remaining amount of the Road Impact Fee Credit, if any, which shall remain vested in PANTHEON and/or HIDEAWAY. The Parties agree that no impact fee credit may be used or applied to development outside the Project without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to the relationship of the dedication and/or improvements to the particular development to which credits are transferred.

d. Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, each of PANTHEON and HIDEAWAY shall prepare and deliver to the County Planning Division an annual report setting forth the amount of the Road Impact Fee payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall PANTHEON or HIDEAWAY grant, assign, sell or transfer any Road Impact Fee Credits for an amount in excess of the amount of the then current Road Impact Fees otherwise due from PANTHEON or HIDEAWAY.

e. Completion. Construction of the Roadway Improvements contemplated herein shall commence within twenty-four (24) months of the effective date and be completed within one (1) year after commencement. At such time as the Road Impact Fee Credit provided for hereunder has been exhausted, PANTHEON, HIDEAWAY or the Fee Payers seeking building permits or certificates of occupancy within the Concurrency Development shall pay to the COUNTY the Road Impact Fees in such amount as may be due and payable, if any, under Ordinance #87-57, as amended.

f. Limitations on Amount/Assignability/Use. In no event shall PANTHEON or HIDEAWAY sell, transfer, assign or convey all or part of the Road Impact Credits outside the Old Moultrie Office Complex Development or the Hideaway at Old Moultrie PUD, respectively, without the approval of the COUNTY, which approval shall not be withheld to successors in title to such properties or portions thereof. Further, each of PANTHEON and HIDEAWAY acknowledges that the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance #87-57, as amended, and in effect at the time this Agreement becomes effective and each of PANTHEON AND HIDEAWAY covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the County Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement as to each individual project within the Hideaway at Old Moultrie PUD Development and/or Old Moultrie Office Complex Development are limited to the extent and/or amount of Road Impact Fees which are due or become due from those individual projects. Road Impact Fee Credits can be applied to extend the Final Certificates of Concurrency.

11. Remedies and Monitoring.

a. If either PANTHEON, HIDEAWAY or COUNTY fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available

at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

b. Beginning on January 31, 2004 and continuing annually thereafter, PANTHEON and HIDEAWAY shall provide to the COUNTY a written and accurate status report, which shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

12. Future Impact Fee Levys, Assessments, and Refunds.

a. Nothing in this Agreement shall be deemed to require the COUNTY to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except that zoned as Hideaway at Old Moultrie PUD and/or Old Moultrie Office Complex, shall be, implicitly or explicitly, considered approved for concurrency, approved for Development as defined in §380.04, Florida Statutes (2002), rezoned, or have an amended Comprehensive Plan Future Land Use Category, by virtue of this Agreement.

13. Binding Effect.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

14. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the COUNTY, PANTHEON and HIDEAWAY hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall

be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve PANTHEON or HIDEAWAY, or their successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of the PANTHEON Property or HIDEAWAY Property, respectively, or any portion thereof to the extent allocated in such mortgage.

15. Joint Preparation.

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Exhibits.

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

17. Captions or Paragraph Headings.

Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

18. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

19. Effective Date.

This Agreement shall become effective on the date ("Effective Date") the last party to this Agreement signs.

20. Amendment.

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the LDC.

21. Duration of Permits.

Developer acknowledges except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

22. Further Assurances.

Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the COUNTY, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

23. Notices.

Any notices or reports required by this Agreement shall be sent to the following:

For the COUNTY:

County Administrator
St. Johns County
P.O. Drawer 349
St. Augustine, FL 32085-0349

For PANTHEON:

Shriram S. Marathe
PANTHEON LAND GROUP, LLC
240 South Park Circle East
St. Augustine, FL 32086

James E. Farah, Esquire
Farah Law Group, P.A.
3060 Mercury Road, Suite 101
Jacksonville, FL 32207

For HIDEAWAY:

James R. Young
Hideaway at Old Moultrie, LLC
9471 Baymeadows Road, Ste. 403
Jacksonville, FL 32256

Terry A. Moore, Esquire
Akerman Senterfitt
50 North Laura Street
Suite 2500
Jacksonville, Florida 32202-3646

With a copy to:

Susan S. Bloodworth, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

24. Miscellaneous Provisions:

a. This Agreement, and any Exhibits made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

b. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder.

c. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.

d. Once the performance bonds have been posted pursuant to Paragraph 5 above, the obligations of the COUNTY hereunder with respect to the issuance of the Road Impact Fee Credits granted herein shall survive the termination of this Agreement and shall continue for so

long as there remain any unused Road Impact Fee Credits, pursuant to the allocation provided in Paragraph 10a. above.

e. Nothing in this Agreement shall act to allow either PANTHEON and/or HIDEAWAY to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to, a Community Development District.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:
Patricia De Grande
Name: Patricia De Grande
Lerora Jo Newsome
Name: Lerora Jo Newsome

PANTHEON LAND GROUP, LLC.
By: Shriram S. Marathe
Name: Shriram S. Marathe
Its: Managing Member

Date: 5-20-03

Witness:
Robin L. Platt
Name: Robin L. Platt
Cecelia Aldrich
Name: CECILIA ALDRICH

HIDEAWAY AT OLD MOULTRIE, LLC
By: Young Land Group, Inc.
Its: Managing Member

By: James R. Young
Name: James R. Young
Its: President

Date: 5-6-03

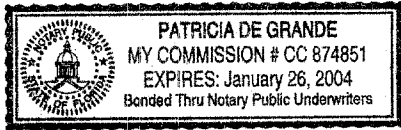
ST. JOHNS COUNTY, FLORIDA

Patricia A. Heiss
Name: Patricia A. Heiss
Karen S. Johnson
Name: Karen S. Johnson

By: Ben W. Adams, Jr.
Name: Ben W. Adams, Jr.
County Administrator

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument is hereby acknowledged before me this 20th day of May, 2003, by Shriram S. Marathe, as the Managing Member of PANTHEON LAND GROUP, LLC, on behalf of the LLC. He has produced D.L. as identification and (~~did~~/did not) take an oath.

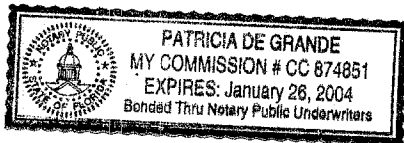


Patricia De Grande
NOTARY PUBLIC, State of Florida
Name: Patricia De Grande

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument is hereby acknowledged before me this 6th day of May, 2003, by James R. Young, the President of YOUNG LAND GROUP, INC, the Managing Member of HIDEAWAY AT OLD MOULTRIE, LLC, on behalf of the LLC. He has produced Drivers License as identification and (~~did~~/did not) take an oath.

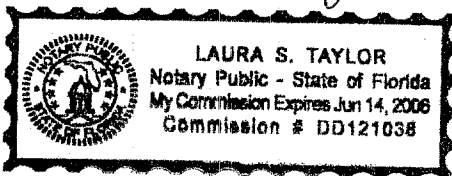


Patricia De Grande
NOTARY PUBLIC, State of Florida
Name: Patricia De Grande

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 21st day of May, 2003, by Ben W. Adams, Jr., on behalf of St. Johns County. He has produced personally knew as identification and (~~did~~/did not) take an oath.



Laura S. Taylor
NOTARY PUBLIC, State of Florida
Name: Laura S. Taylor

My Commission Expires: _____
My Commission Number is: _____

OR1968P61607

Oct 18 02 10:26a

Connelly & Wicker Inc.

(904)241-1126

P. 2

DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF OLD MOULTRIE ROAD AND BEING MORE PARTICULARLY BOUNDED AND COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S 04°39'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1554.11 FEET; THENCE N 87°42'13" E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA 867.55 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 03°06'55" E, 741.95 FEET; THENCE N 87°42'13" E, 434.87 FEET; THENCE N 15°42'18" E, 45.24 FEET; THENCE N 53°18'45" W, 38.90 FEET; THENCE N 16°14'42" W, 119.24 FEET; THENCE N 04°18'58" E, 34.87 FEET; THENCE N 86°49'17" E, 337.65 FEET; THENCE S 68°27'54" E, 89.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD; THENCE N 02°28'29" W ALONG SAID WEST RIGHT-OF-WAY LINE 1000.1 FEET; THENCE S 86°49'17" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS A DISTANCE OF 250.00 FEET; THENCE N 03°11'48" W ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 250.00 FEET; THENCE N 86°49'23" E ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 184.20 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3852.48 FEET; A CENTRAL ANGLE OF 03°05'43", AN ARC LENGTH OF 208.12 FEET AND A CHORD LENGTH AND BEARING OF 209.09 FEET - N 02°06'14" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 208.12 FEET; THENCE S 87°42'13" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF SAID PUBLIC RECORDS 397.01 FEET; THENCE S 11°18'26" E, 41.64 FEET; THENCE S 25°50'17" E, 48.96 FEET; THENCE S 12°30'31" E, 45.84 FEET; THENCE S 13°42'54" E, 80.76 FEET; THENCE S 17°40'09" E, 29.15 FEET; THENCE S 25°08'13" E, 67.54 FEET; THENCE S 41°14'22" E, 64.20 FEET; THENCE S 13°31'52" E, 65.48 FEET; THENCE S 58.86 FEET; THENCE N 19°14'04" E, 35.06 FEET; THENCE N 12°21'29" E, 78.79 FEET; THENCE N 19°46'01" W, 1474.54" E, 28.70 FEET; THENCE N 25°14'19" W, 61.61 FEET; THENCE N 25°39'02" W, 34.38 FEET; THENCE N 355.70 FEET TO THE POINT OF BEGINNING.

THE AFORESAID PARCEL CONTAINS 9.87 ACRES MORE OR LESS. THE BASIS OF BEARING FOR THE AFORESAID PARCEL IS THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WHOSE ASSUMED BEARING BEARS S 04°39'56" E.

Exhibit A
1 of 1

IMAGING MEMO
THE WRITING/TYPING & PRINTING
WAS UNSATISFACTORY FOR
REPRODUCTION AT THE TIME
OF IMAGING

IMAGING MEMO
 THE WRITING/TYPING & PRINTING
 WAS UNSATISFACTORY FOR
 REPRODUCTION AT THE TIME
 OF IMAGING

OR1968PG1608

DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF OLD MOULTRIE ROAD AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S 04°39'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 2024.30 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE N 85°20'04" E, 48.87 FEET; THENCE S 53°28'08" E, 18.92 FEET; THENCE S 44°23'33" E, 84.71 FEET; THENCE S 50°31'46" E, 55.53 FEET; THENCE S 23°34'47" E, 36.08 FEET; THENCE S 07°20'09" E, 53.05 FEET; THENCE S 00°45'59" W, 42.91 FEET; THENCE S 04°13'26" E, 46.99 FEET; THENCE S 20°52'51" E, 53.18 FEET; THENCE S 31°34'07" E, 55.21 FEET; THENCE S 20°13'56" E, 42.36 FEET; THENCE S 07°05'13" E, 74.53 FEET; THENCE S 07°41'58" E, 63.05 FEET; THENCE S 03°40'53" E, 69.01 FEET; THENCE S 21°35'00" E, 40.37 FEET; THENCE S 16°05'45" E, 65.87 FEET; THENCE S 42°12'35" E, 27.75 FEET; THENCE S 17°36'34" E, 72.53 FEET; THENCE S 31°50'11" E, 55.81 FEET; THENCE S 01°47'41" E, 44.72 FEET; THENCE N 78°04'15" E, 54.28 FEET; THENCE N 80°35'58" E, 32.38 FEET; THENCE N 13°25'16" W, 86.86 FEET; THENCE N 03°49'37" E, 51.55 FEET; THENCE N 04°08'05" E, 77.22 FEET; THENCE N 15°04'45" E, 52.68 FEET; THENCE N 03°31'45" E, 65.63 FEET; THENCE N 22°36'30" E, 48.03 FEET; THENCE N 08°40'45" E, 88.97 FEET; THENCE N 36°56'42" W, 49.56 FEET; THENCE N 33°00'10" W, 54.30 FEET; THENCE N 43°08'18" W, 81.75 FEET; THENCE N 13°40'15" W, 39.43 FEET; THENCE N 43°03'58" W, 54.37 FEET; THENCE N 02°22'34" E, 40.43 FEET; THENCE N 02°53'29" W, 74.56 FEET; THENCE N 29°08'51" W, 55.88 FEET; THENCE N 01°17'07" E, 51.68 FEET; THENCE N 21°31'23" W, 63.56 FEET; THENCE N 46°18'41" W, 46.57 FEET; THENCE N 41°23'56" W, 51.95 FEET; THENCE N 02°35'38" W, 58.22 FEET; THENCE N 24°12'56" W, 69.24 FEET; THENCE N 11°02'05" W, 108.56 FEET; THENCE N 14°50'33" W, 66.97 FEET; THENCE N 11°42'30" W, 39.69 FEET; THENCE N 87°42'13" E PARALLEL TO AND 1 FOOT SOUTH OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA 684.56 FEET; THENCE S 03°06'55" E, 740.95 FEET; THENCE N 87°42'13" E, 434.87 FEET; THENCE S 28°19'50" E, 196.80 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 132.50 FEET, A CENTRAL ANGLE OF 06°14'57", AN ARC LENGTH OF 14.45 FEET AND A CHORD LENGTH AND BEARING OF 14.44 FEET, N 84°11'33" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 14.45 FEET; THENCE N 87°19'02" E, 252.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°47'05", AN ARC LENGTH OF 39.18 FEET AND A CHORD LENGTH AND BEARING OF 35.29 FEET, N 42°25'29" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.18 FEET TO THE WEST RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (66 FOOT RIGHT OF WAY); THENCE S 02°28'29" E ALONG SAID RIGHT OF WAY LINE 132.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 30°12'29", AN ARC LENGTH OF 39.36 FEET AND A CHORD LENGTH AND BEARING OF 35.42 FEET, N 47°34'44" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.36 FEET; THENCE S 87°19'02" W, 54.49 FEET; THENCE N 87°00'42" W, 121.43 FEET; THENCE S 87°19'02" W, 101.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 04°54'37", AN ARC LENGTH OF 5.78 FEET AND A CHORD LENGTH AND BEARING OF 5.78 FEET, S 84°51'43" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 5.78 FEET; THENCE S 07°16'01" W, 195.60 FEET; THENCE S 17°00'12" E, 197.53 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE 982 OF SAID PUBLIC RECORDS; THENCE S 87°42'22" W ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE 982 OF SAID PUBLIC RECORDS 584.55 FEET; THENCE S 02°27'35" E, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1553, PAGE

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982 A DISTANCE OF 430.00 FEET; THENCE S 87°42'22" W ALONG THE NORTH LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 630, PAGE 67 AND OFFICIAL RECORDS BOOK 791, PAGE 649 ALL OF SAID PUBLIC RECORDS, 417.09 FEET; THENCE S 02°25'32" E ALONG THE WEST LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 791, PAGE 649 AND OFFICIAL RECORDS BOOK 965, PAGE 771 ALL OF SAID PUBLIC RECORDS, 660.56 FEET; THENCE S 87°41'35" W ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 693, PAGE 237 OF SAID PUBLIC RECORDS 304.99 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N 04°39'56" W ALONG SAID EASTERLY RIGHT OF WAY LINE 1969.50 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 39.62 ACRES MORE OR LESS.

THE BASIS OF BEARING FOR THE AFOREDESCRIBED PARCEL IS THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WHOSE ASSUMED BEARING BEARS N 04°39'56" W.

**IMAGING MEMO
THE WRITING/TYPING & PRINTING
WAS UNSATISFACTORY FOR
REPRODUCTION AT THE TIME
OF IMAGING**

Exhibit B
2 of 2

DESIGN SPEED (SR-312) = 50 mph
DESIGN SPEED (Old Moultrie) = 45 mph

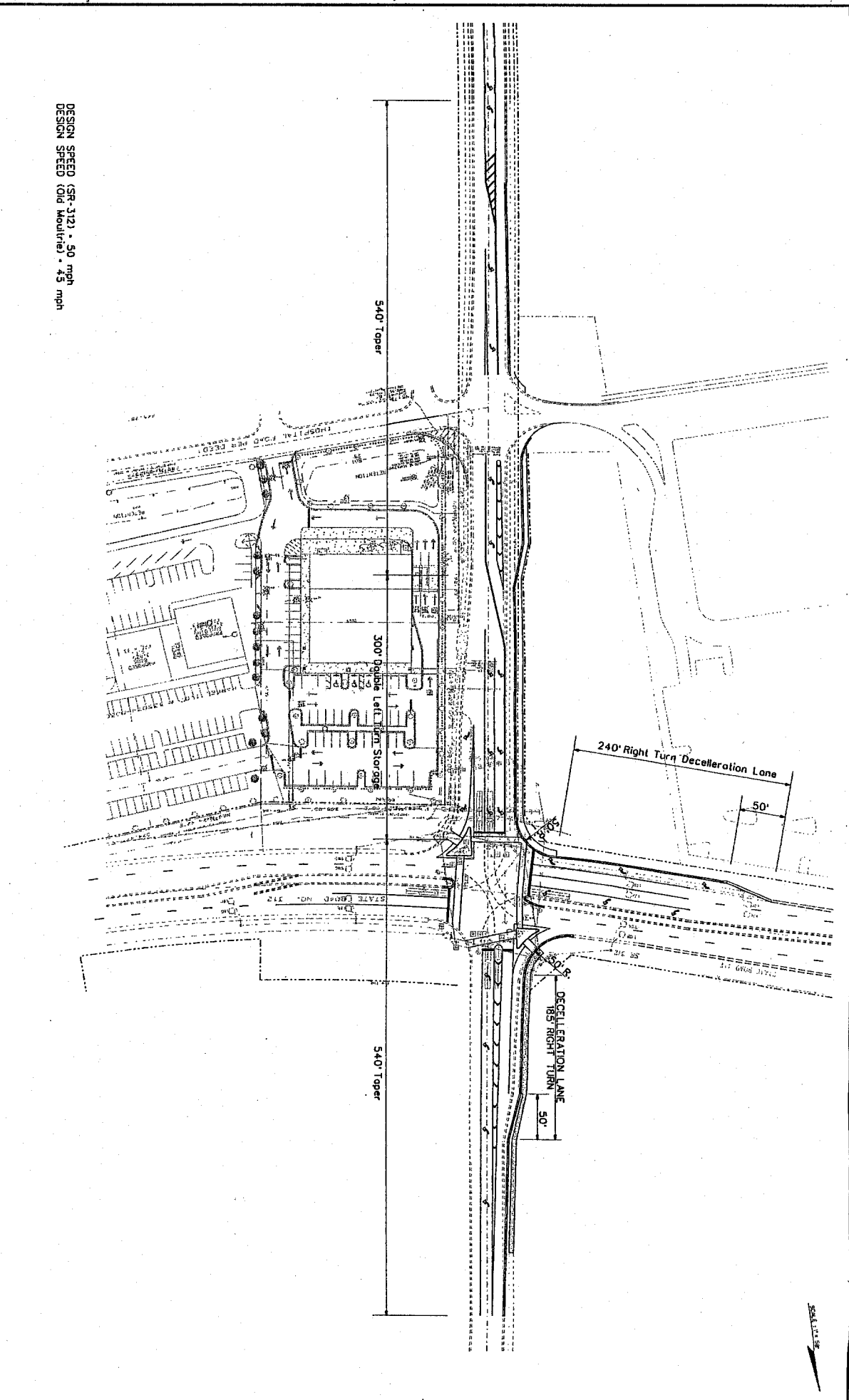
DESIGNER	J.A. CRAMMOND
CHK'D BY	D.L. WATSON
DATE CHECKED	07-17-02
NO. APPROVED BY	1
NO.	0-31
DATE	07-17-02
REVISION	REVISED PER FOOT COMMENTS DATED 06-28-02
BY	JAC/EE
DATE	07-17-02

REVISION	NO.	DATE	DESCRIPTION

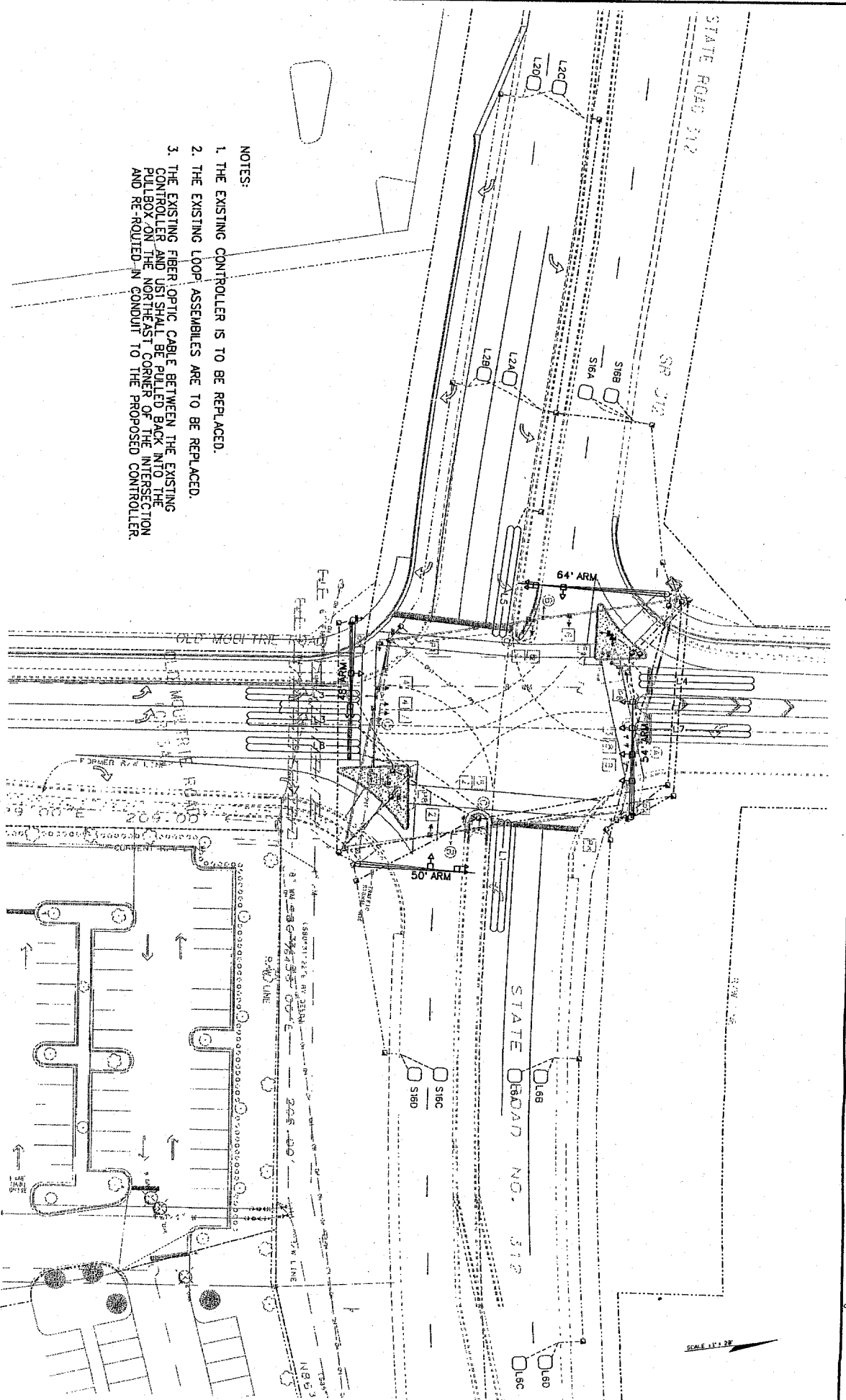
HIDE-A-WAY AT OLD MOULTRIE
OLD MOULTRIE / SR-312
INTERSECTION IMPROVEMENTS
CONCEPTUAL GEOMETRY PLAN

SHEET	1
DATE	JULY 2002
PROJECT NO.	02-037

Exhibit C
1 of 2



SCALE: 1"=50'



- NOTES:
1. THE EXISTING CONTROLLER IS TO BE REPLACED.
 2. THE EXISTING LOOP ASSEMBLIES ARE TO BE REPLACED.
 3. THE EXISTING FIBER OPTIC CABLE BETWEEN THE EXISTING CONTROLLER AND US1 SHALL BE PULLED BACK INTO THE PULLBOX ON THE NORTHEAST CORNER OF THE INTERSECTION AND RE-ROUTED IN CONDUIT TO THE PROPOSED CONTROLLER.

DESIGNER	J.A. CRAMMOND
DATE	10-31
REVISED PER FOOT COMMENTS DATED	28-02
NO.	1
DATE	
REVISION	

BY	JAC/JEF
DATE	

VERTICAL SCALES

SCALE	1" = 10'
SCALE	1" = 20'
SCALE	1" = 40'
SCALE	1" = 80'

HIDE-A-WAY AT OLD MOULTRIE
OLD MOULTRIE / SR-312
INTERSECTION IMPROVEMENTS
CONCEPTUAL SIGNAL PLAN

SHEET	2
DATE	JULY 2002
PROJECT NO.	02-037

Exhibit C
2 of 2

OPINION OF PROBABLE COST

PROJECT The Hideaway at Old Moultrie
 PART SR 312 Intersection Improvements Summary
 JOB NUMBER 02-037

TAKE OFF BY CBB
 ESTIMATED BY CBB
 DATE 12/17/02 14:00

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	Roadway				\$93,728.40
2	Drainage				\$24,256.80
3	Signalization				\$136,722.50
4	Right of Way				\$900.00
	Subtotal				\$255,607.70
	Contingencies				\$38,341.16
	Construction Total				\$293,948.86
	Design, Permitting, Construction Engineering & Inspection Fees				\$60,000.00
	Bond Premiums (3 Years)				\$12,000.00
	Services Total				\$72,000.00
	Total				\$365,948.86
	Note:				
	This preliminary opinion of probable cost was prepared by England, Thims & Miller, Inc. without benefit of final design plans or regulatory permits and is therefore subject to revision. These figures do not include tap fees, impact fees, etc.				

DR1968PG1613

OPINION OF PROBABLE COST

PROJECT The Hideaway at Old Moultrie
 PART SR 312 Intersection Improvements
 Roadway
 JOB NUMBER 02-037

TAKE OFF BY CBB
 ESTIMATED BY CBB
 DATE 12/17/02 14:00

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	Layout/Testing/As-Builts	1	LS	12000.00	\$12,000.00
2	Clear & Grub	2000	SY	0.75	\$1,500.00
3	Sawcut Asphalt	250	LF	3.50	\$875.00
4	Remove Existing Shoulders	160	SY	2.00	\$320.00
5	12" Sub-base	910	SY	1.75	\$1,592.50
6	5" Type B-12.5	770	SY	18.30	\$14,091.00
7	3" S-I Asphalt	770	SY	10.80	\$8,316.00
8	1" FC-4 Overlay	5480	SY	3.40	\$18,632.00
9	3.5" Type B-12.5 (Shoulders)	30	SY	13.30	\$399.00
10	1.25" S-I Asphalt (Shoulders)	30	SY	4.80	\$144.00
11	Curb & Gutter	1050	LF	7.50	\$7,875.00
12	Sidewalk (4' Wide)	250	LF	8.00	\$2,000.00
13	Sidewalk (6' Wide)	65	LF	12.00	\$780.00
14	Regrade Shoulders (Assumed 5' Width)	620	SY	0.22	\$136.40
15	Grass Shoulders (Assumed 5' Width)	620	SY	0.25	\$155.00
16	Maintenance of Traffic	1	LS	13500.00	\$13,500.00
17	Pavement Markings	1	LS	9250.00	\$9,250.00
18	Traffic Island	865	SF	2.50	\$2,162.50
Sub Total - Roadway					\$93,728.40

Impact Fee Voucher
Voucher #
St. Johns County Impact Fee Voucher
For PANTHEON LAND GROUP, LLC

1. Name and address of Developer/Grantor: PANTHEON LAND GROUP, LLC, 240 South Park Circle East, St. Augustine, FL 32086.

2. Name and address of Grantee:

3. Legal description of subject property:

4. Subdivision or Master Development Plan name: Old Moultrie Office Complex

The undersigned Developer/Grantor confirms that it has received from _____

on _____, 200__ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

___ Roads

Ordinance #87-57 in the amount of \$ _____

By: _____

Print: _____

Its: _____

Impact Fee Voucher
Voucher #
St. Johns County Impact Fee Voucher
For HIDEAWAY AT OLD MOULTRIE, LLC.

1. Name and address of Developer/Grantor: Hideaway at Old Moultrie, LLC, 9471 Baymeadows Road, Ste. 403, Jacksonville, FL 32256

2. Name and address of Grantee:

3. Legal description of subject property:

4. Subdivision or Master Development Plan name: The Hideaway at Old Moultrie

The undersigned Developer/Grantor confirms that it has received from _____

on _____, 200__ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

___ Roads

Ordinance #87-57 in the amount of \$ _____

By: _____

Print: _____

Its: _____

⑤
9962

ORDINANCE NUMBER: 2003 - 39

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM THE PRESENT ZONING CLASSIFICATION OF OPEN RURAL (OR) TO COMMERCIAL NEIGHBORHOOD (CN); MAKING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

WHEREAS, The Vault Group, the owner of lands described herein, and incorporated by reference as Exhibit "A", (legal description), filed an application, incorporated by reference as File Number REZ 2002-08 for a zoning change dated March 21, 2002, as described hereinafter, and after required notice was published, a public hearing was held on the 15th day of April, 2003, at 1:30 on said application.

SECTION 1. Upon consideration of the application, supporting documents, statements from the applicant, correspondence received by the Growth Management Services Department, recommendation of the Planning and Zoning Agency, and comments from the staff and applicant at the public hearing, finds as follows:

1. The request for rezoning has been fully considered after public hearing with legal notice duly published as required by law.
2. The rezoning is consistent with the Comprehensive Plan, in that:
 - (a) The rezoning is compatible and complementary to adjacent land uses. (Objective A.1.3)
 - (b) The rezoning contributes to a mixture of land uses within a designated Mixed Use District. (Objective A.1.9)
 - (c) The rezoning encourages an efficient and compact land use pattern and supports balanced growth and economic development. (Objective A.1.11)
 - (d) The proposed project is consistent with the goals, policies and objectives of the 2015 St. Johns County Comprehensive Plan.
3. The rezoning to Commercial Neighborhood (CN) is consistent with the St. Johns County Land Development Code.
4. The zoning district designation of Commercial Neighborhood (CN) is consistent with the land uses allowed in the land use designation of Mixed-Use (MD) as depicted on the 2015 Future Land Use Map.
5. The developer agreed to create, and make businesses locating within this commercial development aware of, the "Flying Golf Ball Easement" in favor of the adjacent golf business.

Marked BCC Secty
Y. King

SECTION 2. Pursuant to this application (File Number REZ 2002-08) the zoning classification of Open Rural (OR) of the lands described within the legal description, attached as EXHIBIT A,

is hereby changed to Commercial Neighborhood (CN).

SECTION 3. To the extent that they do not conflict with the unique, specific and detailed provisions of this Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to development of property referenced herein except to the degree that development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any concurrency provision or impact fee ordinance, building code, Comprehensive Plan or any other non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

SECTION 4. This Ordinance shall take effect upon receipt by Secretary of State.

SECTION 5. This Ordinance shall be recorded in a book kept and maintained by the by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

SECTION 6. Upon the effective date of this Ordinance, the zoning classification shall be recorded on the Zoning Atlas filed maintained in the Growth Management Services Department by the Planning Director or designee.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 15th DAY OF April, 2003.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: Karen R. Stern
Karen R. Stern, Vice Chairman

RENDITION DATE 04/23/03

ATTEST: CHERYL STRICKLAND, CLERK

BY: Uwonne King
Deputy Clerk

EFFECTIVE DATE: 04/24/03

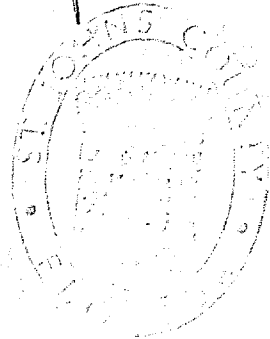


Exhibit A

DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 28 EAST ST. JOHNS COUNTY, FLORIDA LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF OLD MOULTRIE ROAD AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S 04°39'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1554.11 FEET; THENCE N 87°42'13" E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA 867.55 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 03°06'55" E, 741.95 FEET; THENCE N 87°42'13" E, 434.87 FEET; THENCE N 15°42'18" E, 45.24 FEET; THENCE N 53°18'45" W, 38.90 FEET; THENCE N 16°14'42" W, 119.24 FEET; THENCE N 04°16'58" E, 34.87 FEET; THENCE N 86°48'17" E, 337.65 FEET; THENCE S 86°27'54" E, 89.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD; THENCE N 02°28'29" W ALONG SAID WEST RIGHT-OF-WAY LINE 100.01 FEET; THENCE S 86°48'17" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 OF SAID PUBLIC RECORDS A DISTANCE OF 250.00 FEET; THENCE N 03°11'48" W ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 250.00 FEET; THENCE N 86°49'25" E ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1162, PAGE 849 A DISTANCE OF 184.20 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3852.48 FEET; A CENTRAL ANGLE OF 03°05'43", AN ARC LENGTH OF 208.12 FEET AND A CHORD LENGTH AND BEARING OF 209.09 FEET - N 02°06'14" E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 208.12 FEET; THENCE S 87°42'13" W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF SAID PUBLIC RECORDS 397.01 FEET; THENCE S 11°16'26" E, 41.64 FEET; THENCE S 25°50'17" E, 48.96 FEET; THENCE S 12°30'31" E, 45.84 FEET; THENCE S 12°11'59" E, 47.03 FEET; THENCE S 13°31'52" E, 65.48 FEET; THENCE S 25°08'13" E, 67.54 FEET; THENCE S 41°14'22" E, 64.20 FEET; THENCE S 13°42'54" E, 80.76 FEET; THENCE S 06°37'37" E, 28.27 FEET; THENCE S 86°49'17" W, 178.67 FEET; THENCE N 19°14'04" E, 35.06 FEET; THENCE N 12°21'29" E, 78.79 FEET; THENCE N 19°46'01" W, 58.86 FEET; THENCE N 05°50'59" E, 34.60 FEET; THENCE N 04°48'23" W, 61.61 FEET; THENCE N 25°39'02" W, 34.38 FEET; THENCE N 15°11'02" E, 30.12 FEET; THENCE N 37°08'48" W, 68.12 FEET; THENCE N 19°07'40" W, 33.87 FEET; THENCE N 07°22'16" W, 54.79 FEET; THENCE S 87°42'13" W ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 A DISTANCE OF 365.70 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 9.89 ACRES MORE OR LESS.
THE BASIS OF BEARING FOR THE AFOREDESCRIBED PARCEL IS THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY WHOSE ASSUMED BEARING BEARS S 04°39'56" E.

0R1951PG0127



ST. JOHNS COUNTY
Application For Rezoning

FROM _____ OR _____ TO _____ CN _____

DATE March 20, 2002

PROJECT NAME Old Moultrie Road Rezoning

OWNER/APPLICANT: The VAULT Group, Inc.

ADDRESS: 6950 Philips Highway, Suite 6
Jacksonville, Florida 32216

PHONE: (904) 391-0008 FAX: (904) 391-0018

ENGINEERING FIRM: Connelly & Wicker Inc.
(If Applicable)

ADDRESS: 1711 South 5th Street
Jacksonville Beach, FL 32250-4040

CONTACT PERSON: Jack Allen – Agent (address & phone same as applicant)

PLANNER: Steven Schnell

ADDRESS: 200 W. Forsyth St. Suite 800

PHONE: 904-598-8940 FAX: 904-598-8988

PROPERTY APPRAISERS PARCEL NO. 101650 0000

SECTION: 36 TOWNSHIP: 7 South RANGE: 29 East

CENSUS TRACT: 213 PROPERTY APPRAISERS MAP SHEET: 4E36S

LOCATION: East of Florida East Coast right-of-way and west of Old Moultrie Road

911 ADDRESS (IF KNOWN) N/A

CITY St. Augustine STATE Florida ZIP CODE 32086

TAZ 23 MAJOR ACCESS Old Moultrie Road

OVERLAY DISTRICT? No IF YES, WHICH ONE _____

RECEIVED
MAR 21 2002
ST. JOHNS COUNTY
PLANNING DEPARTMENT

ZONE CLASS Open Rural (OR) COMP. PLAN DSGN Mixed Use

PRESENT USE OF PROPERTY: Timberland (5600)

WATER/SEWER: County water and sewer available (10" FM on the west, 8" FM on the east)

WHO WILL MAINTAIN ROADS (IF A SUBDIVISION) N/A

WHO WILL MAINTAIN DRAINAGE: On site drainage to be maintained by owner

TYPE OF DEVELOPMENT Office

ACRES: 9.9 (SIZE OF PROPERTY) NUMBER OF LOTS/UNITS: N/A (IF SUBDIVISION) SQ. FOOTAGE 90,000 SF Total
10,000 - 25,000 (OF EACH BUILDING)

ACRES TO BE CLEARED 8.0 1/4 MILE INCREMENTS OF ROADWAY: 1

IS THE PROJECT WITHIN THE COASTAL BUILDING ZONE? YES _____ NO X

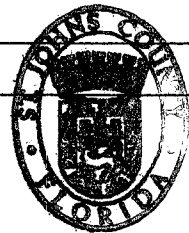
IS THE PROJECT SEAWARD OF CCCL? YES _____ NO X

PROJECT NARRATIVE (ADDITIONAL SHEETS MAY BE ATTACHED):

This rezoning application seeks to rezone 9.9 acres of existing timberland property from OR (Open Rural) to CN (Neighborhood Commercial) to allow for the development of office and professional facilities. The proposed development plan will consist of approximately 90,000 sf of office space, which is to include adequate stormwater and screening of adjacent uses. Screening will include a 20' buffer comprised of low growing evergreen plants and a solid wooden fence six (6) feet in height around a contiguous 2 acre out-parcel fronting Old Moultrie Road. One access point from Old Moultrie Road is planned, providing for one lane of ingress and two lanes of egress. Adequate public facilities exist to serve the intended office development, including a 10" force main on the west side of Old Moultrie Road and an 8" force main on the east side.

The proposed office development will be compatible with adjacent uses and will closely follow the established land use pattern on Old Moultrie Road and surrounding areas. The areas to the north and east of the site have developed primarily with office/commercial related uses and are heavily buffered from the subject property. Properties to the south and west remain undeveloped. Several out-parcels along Old Moultrie Road are being sold and have been advertised as office/commercial properties. Even though the area surrounding Old Moultrie Road is designated as a mixed use corridor in the County's Comprehensive Plan, the area has developed with office/commercial related uses and will likely continue to do so in the future along with residential uses.

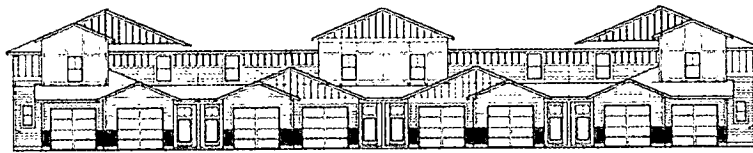
I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 30th DAY OF April 2003
 CHERYL STRICKLAND, CLERK
 Ex-Officio Clerk of the Board of County Commissioners



March 20, 2002

BY: 10-56 Wanne King D.C.

Prepared by & Return to:
Heather M. Reynolds, Esq.
Hathaway & Reynolds, PLLC
50 A1A North, Suite 108
Ponte Vedra Beach, FL 32082



PARK RIDGE

A TOWNHOME COMMUNITY

**DECLARATION
of
Covenants, Restrictions and Easements
For
Park Ridge Townhomes**

MCG Moultrie, LLC, a Florida limited liability company (the “Developer”) makes this Declaration effective as of February 23, 2021.

STATEMENT OF PURPOSE:

- A. The Developer is the owner of all of the property in St. Johns County, Florida, described on Exhibit A (the “Property”);
- B. The Developer shall construct 66 individual Townhomes (collectively, the “Townhomes” or individually a “Townhome”), common amenities and other common areas intended for the common, non-exclusive use of all owners of Townhomes (collectively, the “Common Areas”) on the Property;
- C. The Developer establishes this Declaration of Covenants, Restrictions and Easements for Park Ridge Townhomes (the “Declaration”) with the intent to create a self-governing community focused on maintaining a safe, peaceful and aesthetically pleasing residential community.

DECLARATION:

The Developer hereby submits the Property to this Declaration of Covenants, Restrictions and Easements for Park Ridge Townhomes, which runs with the title to the Property, or any portion thereof, and inures to the benefit of every Townhome owner.

2/23/2021

ARTICLE I: Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms that apply only to one article are defined the first time they appear.

1.1 Articles. “Articles” are the Articles of Incorporation of the Park Ridge Neighborhood Association, Inc., a Florida not for profit corporation, which are attached as Exhibit B to this Declaration.

1.2 Assessments. “Assessments” is the collective term for the following charges:

(a) General Assessment. The “General Assessment” is the amount charged among all Members to meet the Association’s annual budgeted expenses, as described in Section 9.3.

(b) Individual Townhome Assessment. An “Individual Townhome Assessment” is a charge made to a particular Townhome Owner for charges relating only to that Townhome, as provided in Section 9.5.

(c) Special Assessment. A “Special Assessment” may be charged to each Townhome for capital improvements or emergency expenses, in accordance with the provisions of Section 9.4.

1.4 Association. “Association” is the Park Ridge Neighborhood Association, Inc., a Florida not for profit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining certain common areas of the Property as defined herein and enforcing the Declaration.

1.5 Board. “Board” is the Board of Directors of the Association.

1.6 Buildings. “Buildings” refers to the nine (9) buildings which contain all of the Townhomes.

1.7 Bylaws. “Bylaws” are the Bylaws of the Park Ridge Neighborhood Association, Inc., a Florida not for profit corporation, its successors and assigns. The form of the initial Bylaws, as proposed, is attached as Exhibit C to this Declaration.

1.8 Common Areas. “Common Areas” comprises all areas, structures and amenities within the Property designated for the common use and enjoyment of all Owners, all easement rights for the Owners’ common use, and any other property of any type specifically designated as Common Areas. The Common Areas are not dedicated for use by the general public. The Common Areas are hereby defined to be all of the Property except that which is included in the individual Townhomes as depicted in the Park Ridge Townhome Site Plan attached hereto as Exhibit D. All land and improvements located within the individual Townhome lot lines is individually owned by the Townhome Owner, and such land and improvements are not “Common Areas.”

1.9 Community Meeting. The “Community Meeting” is the public meeting of Members for discussion and voting, as described in Article VIII.

1.10 Declaration. “Declaration” is this Declaration of Covenants, Restrictions and Easements for Park Ridge Townhomes.

1.11 Deleted.

1.12 Developer. The Developer is MCG Moultrie, LLC , a Florida limited liability company, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. The Developer is also an Owner for so long as the Developer is record owner of any Townhome.

1.13 Property. The “Property” is all of that property described on Exhibit A.

1.14 Member. Each Owner is a “Member” of the Association, as provided in Article III of this Declaration.

1.15 Mortgagee. A “Mortgagee” is any institutional lender that holds a bona fide first mortgage encumbering a Townhome as security for the performance of an obligation. The term “institutional lender” specifically includes a bank, savings and loan Association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.16 Owner. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Townhome. Owners shall not include those having such interest merely as security for the performance of an obligation.

ARTICLE II:
Property comprising
Townhomes

This article describes the real property which comprises the Townhomes.

2.1 Property. The real property which shall be held, transferred, conveyed and occupied subject to this Declaration consists of the Property as described in Exhibit A.

ARTICLE III:
Establishment of the
Owners’ Association

Most day-to-day decisions about the maintenance of Common Areas and enforcement of the Declaration are the responsibility of the Board, acting on the Members’ behalf. For those decisions requiring Members’ approval, the Community Meeting provides a public opportunity for discussion and voting.

3.1 Establishment; Membership. The Association shall be established under Florida law as a not-for-profit corporation and is also a homeowner’s association subject to Chapter 720, Florida Statutes, as amended from time to time. Every Owner shall be a mandatory Member of the

Association. Membership shall be appurtenant to and may not be separated from title to any Townhome.

3.2 Voting.

(a) Voting Interests. Each Member shall have one vote for each Townhome owned.

(b) Exercise of Vote. When more than one person holds an interest in any Townhome, all such persons shall be Members. However, the number of votes for that Townhome shall not be increased, and the Members must determine among themselves how the Townhome's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

(d) Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written ballot procedure, which may be conducted by mail, or by written consent without a meeting, without prior notice and without a vote. Voting or consents shall be in accordance with the Bylaws and applicable Florida Statutes.

3.3 Board of Directors.

(a) Election. The Board of Directors shall consist of at least five people, and shall be elected as provided in the Bylaws, subject to the Developer's rights under Article 14.

(b) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power to: (a) act on behalf of the Association; (b) make all decisions necessary for the operation of the Association and (c) enforce this Declaration.

(c) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone/video conference or, if allowed by state law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.4 Community Meeting.

(a) When called. The Community Meeting shall be called annually for the election of members of the Board and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members.

(b) Quorum. Voting at a Community Meeting requires presence of Members representing the percentage of votes established by the Board as necessary to transact business, which shall be 30% unless or until otherwise provided by the Board or applicable law. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 16.4 (“Notices”) at least ten (10) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one place within the Common Areas.

(d) Proxies. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes.

(e) Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written ballot procedure, which may be conducted by mail, or by written consent without a meeting, without prior notice and without a vote. Voting or consents shall be in accordance with the Bylaws and statute.

3.5 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member if and when the Member provides reasonable advance written notice of his intent to inspect and then only during normal business hours.

ARTICLE IV: Common Areas

Certain property called the “Common Areas,” are to be owned and maintained by the Association for the benefit of all Owners.

4.1 Association Ownership, Responsibility.

(a) Title. The Association shall own the Common Areas. For those portions of the Common Areas that consist of easements and other rights, the Association shall be the holder of those rights. The Association shall accept title to any Common Areas conveyed to it by the Developer.

(b) Member’s Benefit. The Association shall own and maintain the Common Areas for the benefit of its Members. Except as specifically permitted by this Declaration, there shall be no commercial use of the Common Areas, nor shall the Common Areas be subdivided or sold.

(c) Additional Common Areas. The Developer may convey to the Association additional Common Areas that the Association shall accept for maintenance.

(d) Maintenance of Common Areas; Capital Improvements. The Association shall be responsible for the management, control and improvement of the Common Areas and shall keep the Common Areas attractive, clean and in good repair. The Association may make capital improvements to the Common Areas and may modify the uses of the Common Areas. Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

(e) Rules and Regulations. The Board of Directors shall have the right to establish certain Rules and Regulations that shall include, but not be limited to, rules regulating the use of the Common Areas, rules establishing rental policies for the Townhomes and other rules and regulations the Board’s majority deems necessary.

4.2 Owners' Easement of Enjoyment.

(a) Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas for their intended purposes. This easement shall be appurtenant to and shall pass with title to every Townhome.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Common Areas to the members of his family, his tenants or his guests who reside in the Townhome or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Common Areas recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

4.3 Damage or Destruction of Common Areas by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family damages any of the Common Areas as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Townhome Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.4 Limitation of Liability. The Association shall use reasonable judgment in reducing access, maintaining the Common Areas, but neither the Association nor the Developer makes any representation or assumes any liability for any loss or injury.

4.5 Purchase of Additional Common Areas. The Association may acquire additional real property to be owned as Common Areas. The decision to acquire additional Common Areas (other than that added by the Developer), whether by purchase or lease or other means, shall be authorized by a two-thirds vote of the Board of Directors. If the purchase or lease is costly enough to be considered a substantial Capital Expense, it must be approved as described in Section 8.6.

4.6 Sale or Lease for Community Benefit. Although it would be unusual, the Association may sell, donate or grant long-term leases for small portions of the Common Areas or exchange parts of the Common Areas for other property when the Board finds that it benefits the community in at least one of the following ways:

(a) The conveyance is intended to benefit the community in ways other than the revenue, if any, to be derived from the transaction. *For instance, the Association may convey or exchange property if necessary to improve access or to improve utility service.*

(b) The revenue to be derived is significant and the use and appearance of the Common Areas is not significantly impaired. *For instance, the Association might sell or lease small amounts of space for cellular telephone transmission equipment if such equipment were not obtrusive.*

Any decision to donate, sell, exchange or lease any portion of the Common Areas must be approved by two-thirds of the Board. A transaction for sale, exchange or lease for a term of more than one year, including all tenant renewal options, cannot be completed until thirty days after notice to Owners. If requested by at least 10% of the Owners within the 30-day period, a meeting of Owners must be held following at least 7-days notice and, if a quorum is present in person or proxy, the decision to purchase, sell, exchange or lease may be rescinded by majority vote of the Owners present. Any contract with a third party for the purchase, sell, exchange or lease of the Common Areas should be contingent upon this right of rescission, unless the Board has previously passed a resolution describing the intended transaction and giving 30-days notice.

4.7 Corrective Instruments: The Association, by approval of two-thirds vote of the Board, may also execute corrective instruments, settle boundary line disputes and resolve other title matters concerning the Common Areas.

4.8 Dedication. All or any portion of the Common Areas may be dedicated to the public by the Board upon consent in writing of two-thirds of all Members.

4.9 Condemnation. If all or part of the Common Areas is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

4.10 Other Conveyances. Except as specifically permitted by this Declaration, the Common Areas cannot be mortgaged or conveyed or used for commercial purposes without the approval of at least two-thirds of the Owners other than the Developer, plus the consent of the Developer during the Development Period.

ARTICLE V:
Association Powers and
Maintenance
Responsibilities

The Association is responsible for maintaining the Common Areas, and has other maintenance responsibilities as described in this Article. The powers and duties are intended to be flexible, so that the Association can meet the needs of the community as it changes over time.

5.1 Common Areas. As mentioned in Section 4.1(d) above, the Association shall be responsible for the management, repair, restoration, replacement control and improvement of the Common Areas and shall keep the Common Areas attractive, clean and in good repair. The cost of the foregoing shall be included within the General Assessment, Special Assessment or Individual Townhome Assessment as applicable. This shall include, but not be limited to the irrigation of the Common Areas and the landscaped area in front of each Townhome between the driveways.

5.2 Townhome Exterior Maintenance. The Association shall be responsible for maintaining the exteriors of the Townhome Buildings, the individual Townhome driveways and the mowing of the front yards of the individual Townhomes. The cost of the foregoing shall be included within the General Assessment, Special Assessment or Individual Townhome Assessment as applicable. This exterior maintenance shall not include replacement and repair of the roof, siding,

windows, window frames, doors, door frames, patios or responsibility for any landscaping installed by an Owner. Such landscaping should be approved by the Association, or allowed under the Rules & Regulations, and shall be maintained by the Owner. In the event an Owner fails to properly maintain the windows, window frames, door, door frames, patios or landscaping, the Association shall give written notice to the Owner and if Owner fails to correct the problem within 30 days, the Association may take all action necessary to correct the problem and all costs associated therewith shall be considered an Individual Townhome Assessment.

Owners shall be responsible for making sure roof replacements and repairs are being performed when necessary and that the materials being used, and the installation of those materials, are in compliance with this Declaration and applicable codes, ordinances, laws or statutes. No Owner shall attempt to replace any portion of a Townhome roof without prior written approval of the Association. Owners shall also be responsible for the maintenance of a Townhome's rear yard and the fence, if any, installed by Developer or with the Board's consent. An Owner may not install fencing without the consent of the Developer or Board, as applicable.

5.3 Contracts. The Association may contract with any party, including the Developer, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Townhome Assessment as applicable.

5.4 Limitation. The Developer and the Association make no representations concerning security and shall not be liable in any way for failure to provide services or quality of such services.

ARTICLE VI: Easements

Every Owner has the benefit of certain easements, and the responsibility of others.

6.1 Easements in Favor of the Developer and Association. The Developer hereby reserves for itself, its successors and assigns and for the Association and its assigns the following easements, which shall benefit of the Master Association.

(a) Utility Easements. An easement upon, across, over, through, and under Townhomes and Common Areas for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. Where reasonable (as determined by Developer in its sole discretion), such easements shall be located within the Common Areas. By virtue of this easement the Developer, and its successors or assigns, may install and maintain facilities and equipment excavate for such purposes and affix and maintain wires, circuits and conduits.

(b) Police Powers. A blanket easement throughout Townhomes for private patrol services, and for police powers and services supplied by the local, state and federal governments.

(c) Encroachment. An easement for any improvements constructed on the Common Areas which encroach on the Building, whether due to any minor deviation in the construction process or the settling or shifting of any land or improvements.

(d) Maintenance, Repair, Replacement and Restoration of Common Areas and Portions of Townhomes. To the extent reasonably necessary, an easement over any Townhome for maintenance, repair, restoration or replacement of the Common Areas and/or any portion of the Townhomes where the responsibility thereof is the Association's or to perform any duties required or permitted to be performed by the Association, its agent or assigns.

6.2 Relationship between Townhomes.

(a) Intent. The easements in this Section 6.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Townhomes similarly configured.

(b) Building Lines. The Developer may make adjustments to Townhome boundary lines with consent only of those Owners whose Townhome boundaries are to be changed.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Townhome the right and easement to maintain and to utilize any exterior or interior wall that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for more than one Townhome. Maintenance, repair and restoration of party walls shall be as follows: (1) Each Owner shall be liable and responsible for all damages he causes to the adjacent Owner's Townhome or the party wall itself; (2) except as provided in subsection (1) above, maintenance, repair and restoration of the surfaces of the party wall shall be the sole responsibility of the Owner whose Townhome faces such wall; and (3) except as provided in subsection (1) above, maintenance, repair and restoration of all parts of the partywall except surfaces shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Townhome Line. An exterior wall which supports only one Townhome or which encloses a courtyard of one Townhome shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over the adjoining Townhome as reasonably necessary to maintain the wall.

(e) Yard Easements. To allow most efficient use of a Townhome while complying with governmental setback requirements, a portion of a Townhome along a Townhome line may be subject to an easement for use by the adjoining Townhome Owner.

ARTICLE VII:
Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

7.1 Review of Coverage. The Board shall review the types of insurance coverages appropriate for the Association and the Common Areas including the limits and deductibles for each type of insurance from time to time as the Board determines.

7.2 Casualty Insurance. The Board may obtain casualty insurance on the Common Areas for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm may be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas.

7.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

7.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and advisory members in the performance of their duties. The Board in its discretion shall determine the type and amount of such insurance.

7.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

7.6 Townhome Coverage. Each Owner shall obtain casualty and general liability insurance for his Townhome, naming the Association as an additional insured. Casualty coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the Townhome's improvements. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

7.7 Repairs and Reconstruction after Fire or Other Casualty.

(a) Common Areas. If fire or other casualty damages or destroys any of the improvements on the Common Areas, the Board shall arrange for and supervise the prompt repair of the improvements. The Board may restore the Common Areas to substantially original condition or may improve or modify the design or use. The reconstruction may be considered a substantial capital improvement in accordance with Section 8.6 only if and to the extent that it modifies the original purpose of the Common Areas, in which case insurance proceeds shall be considered as if they were assessments. The Board shall obtain funds for reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Townhome Improvements. If fire or other casualty damages or destroys a building or any other improvements on a Townhome, the Owner of that Townhome shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Board. If the Owner fails to clean and secure a Townhome within 30 days after a casualty, the Association may, in accordance with the provisions of Section 10.12, remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Townhome safe and attractive. The cost of such clean-up shall be assessed to the Townhome Owner as an Individual Townhome Assessment.

ARTICLE
VIII: Association
Budget

To fulfill its obligation to maintain the Common Areas and its other obligations under this Declaration, the Board is responsible for the fiscal management of the Association.

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Common Areas are taxed separately from the Townhomes, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, common area maintenance and repair, driveway repair and replacement, and any other costs or contingencies the Association deems necessary to be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 9.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Developer shall determine the budget for the fiscal year in which a Townhome is first conveyed to an Owner other than the Developer.

(b) Subsequent Years. Beginning with the year in which a Townhome is first conveyed to an Owner other than the Developer and each year thereafter, at least one month

before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board’s failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release a Member’s obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Substantial Capital Improvements. Any substantial capital improvement to the Common Areas approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association’s annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association’s annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. This paragraph shall not limit the right of the Developer to make improvements to the Common Areas, when and as the Developer determines.

8.7 Individual Townhome Expenses. Certain services may be provided by the Association but are to be assessed to the affected Townhomes rather than be included in the common expenses. Where such services can be reasonably estimated in advance, the Association may budget for such expenses and assess the cost in advance to the affected Townhomes, including the establishment of reserves.

8.8 Accounts. Reserves shall be kept separate from other Association funds; either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:
Covenants for
Maintenance
Assessments

The cost of fulfilling the Association’s financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Townhome and the Member’s personal obligation.

9.1 Obligation for Assessments. The Developer, for each Townhome owned within the property submitted by this Declaration, hereby covenants, and each Owner of any Townhome by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as “Assessments”):

- (a) General Assessments for expenses included in the budget,

- (b) Special Assessments for the purposes provided in this Declaration, and
- (d) Individual Townhome Assessments for any charges particular to that Townhome,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

9.2 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among Townhomes. If an Owner combines two Townhomes and uses them as a single Townhome, the Association shall assess that combined Townhome as two Townhomes.

9.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Townhome to an Owner other than the Developer. The initial Assessment on any Townhome subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General or Special Assessment charged to each Townhome, prorated to the month of closing.

9.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

9.5 Individual Townhome Assessments. The Association may levy at any time an Individual Townhome Assessment against a particular Townhome for the purpose of providing initial working capital for Association operating expenses, and for initial and nonrecurring capital expenses of the Association, and shall not be considered as a pre-payment of assessments.

9.6 Capital Contribution. At the closing and transfer of title of each Townhome to an Owner other than the Developer, the Owner shall contribute \$250.00 to the Association. This contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association, and shall not be considered as a pre-payment of assessments.

9.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments (whether general, special, individual Townhome or otherwise), together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney’s fee whether or not suit is brought (collectively, the “Assessment Charge”) shall be the personal obligation of the person or entity who was the Owner of the Townhome at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Townhome.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Townhome against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Townhome shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Townhome foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Townhome.

(d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any Assessment against his Townhome remains unpaid.

9.8 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether that Owner owes any assessments. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid. Alternatively, the Board may delegate to the Association’s management company the responsibility for preparing and executing such certificates.

ARTICLE X:
Use of Individual
Townhomes

The following covenants are designed to protect the quality of life for all Owners and to set a standard for reasonable cooperation within the community.

10.1 Permitted Uses. Townhomes are intended for residential use. To the extent permitted by law, home industry that does not generate significant traffic, noise or odor or change the exterior appearance of a building shall be permitted.

10.2 Prohibited Uses.

(a) Nuisances, Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Townhome or Common Areas. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Townhomes.

(b) Wildlife. Capturing, killing, or trapping wildlife is prohibited, except in circumstances imposing an imminent threat to the safety of persons or pets.

(c) Firearms; Fireworks. The use and discharge of firearms within the community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(d) Insurance. Nothing shall be done on or kept in any Townhome or the Common Areas that will increase the rate of, or result in cancellation of, Association insurance policies or ay Owner's insurance policy on a Townhome and its contents.

(e) Soliciting. No soliciting will be allowed at any time within Park Ridge Townhomes.

(f) Time Sharing. No time-share ownership of Townhomes is permitted without the Association approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Townhome under which the exclusive right of use, possession or occupancy of the Townhome circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Townhome by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership.

(g) Exterior Lighting. All exterior lighting must be approved in advance by the Board. Without limiting the generality of the Board's approval powers, it as specifically agreed and understood that exterior lighting which is excessive, as determined by the Board in its sole discretion, will not be approved.

(g) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Areas (except by the Association), or anywhere else where it is visible from outside theTownhome is prohibited.

10.3 Renting. Residential dwelling units may be rented, subject to reasonable rules and regulations as promulgated by the Board, which may be modified from time to time. The Board may set a minimum term for leases of up to seven months and may prohibit the leasing of a

Townhome while the Owner is in default in the payment of Assessments. Outbuildings may not be leased apart from the main residential dwelling.

10.4 Attractiveness and Safety of Townhomes. Each Owner shall keep all parts of his Townhome in good order and repair and free from debris. The Rules and Regulations or the Association may regulate placement and maintenance of garbage and trash containers, and fuel or gas storage tanks, and other matters affecting the attractiveness or safety of Townhomes.

10.5 Pets. Most pets are welcome so long as the pets don't cause an unsafe condition or unreasonable disturbance or annoyance.

(a) Types of Pets Permitted. Pets are limited to cats, dogs and birds, along with animals weighing less than five pounds that are not specifically prohibited by rule, that are contained inside the home in an aquarium, terrarium or cage and that are not poisonous or otherwise hazardous if they were to escape. The Association may further regulate the number and size of pets and may prohibit the keeping of particular breeds of dogs or other animals that it deems to create unreasonable danger or nuisance. If the Association or any governmental unit finds any pet to be a threat to wildlife, the Association may by rule prohibit or restrict pets.

(b) Pet Behavior. Pets shall not be permitted to roam loose outside the Townhome, and shall not create unreasonable noise or odor. Owners shall collect and dispose of animal waste. The Association may designate specific areas within the Common Areas where pets may be walked, may prohibit pets on other areas, and may require pets to be on leash.

10.6 Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Townhome (including placement on the Building or in any window) or upon the Common Areas unless specifically approved by the Board. The Rules and Regulations may prohibit all types of signs within residential areas. However, the Developer shall be permitted to post and display advertising signs within Park Ridge Townhomes so long as the Developer has any property for sale in the normal course of business, and hereby reserves an easement for reasonable use of the Common Areas for such purposes.

10.7 Automobiles.

(a) Parking. Automobiles may be parked only in the garage or driveway of a Townhome. All parking within Park Ridge Townhomes shall be in accordance with rules and regulations adopted by the Association. The Association reserves the right to regulate or prohibit the parking of trucks, buses or recreational vehicles, oversize vehicles, boats, and vehicles which display advertising or the name of a business.

(b) Good Repair. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked on an Owner's Townhome driveway or on any Common Area. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted.

(c) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

10.8 Mobile Homes; Temporary Structures. Mobile homes and temporary structures are prohibited.

10.9 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Townhomes, Common Areas and any facilities or services made available to the Owners. This right shall include without limitation the right to approve rental agents, contractors and subcontractors who do business within the Park Ridge Townhome community. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested in writing by at least 25% of all Members, a Community Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be posted on a community website or furnished to each Owner.

10.10 Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Townhome Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

10.11 Covenants Committee.

(a) Establishment. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. The primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored.

(b) Statutory Requirement. *Under §720.305, Florida Statutes, as currently written, a fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. It is intended that the Covenants Committee comply with the law and any changes to the law, which shall be automatically incorporated into this Declaration.*

(c) Complaints. The Board or any resident or Owner may file a request with the Covenants Committee to hear an issue concerning possible violation of this Townhome Declaration or the Rules and Regulations. The Covenants Committee will notify the resident who is believed to be in violation, as well as the Owner of the Townhome, if different, and set a convenient date for a hearing.

(d) Hearing. The object of the hearing is to hear the various viewpoints and to attempt to reach an agreement that is acceptable to all parties. Sessions must be conducted with tact, dignity and respect. The Covenants Committee has the discretion to decide if the complaining party should participate in the hearing.

(e) Resolution. The Covenants Committee is to evaluate whether the resident or Owner has caused an unreasonable disturbance or other violation, and if so, to help reach a resolution. If the parties reach agreement and the Covenants Committee approves the agreement, the agreement is to be summarized in writing and signed by the parties, including the Covenants Committee. The Covenants Committee has the right to consider whether the same problem has arisen in the past and whether the resident has complied with previous agreements in evaluating the current agreement. If agreement is not reached, or if the parties do not comply with the agreement, or if the Covenants Committee determines by majority vote that a fine or suspension be imposed, the Covenants Committee is to make a report and recommendation to the Board for further action.

10.12 Enforcement. After receiving the report of the Covenants Committee, the Board may take any of the following actions:

(a) Fines and Suspension. *Section 720.305, Florida Statutes, permits fines of up to \$100 for each day of a continuing violation, except that no such fine shall exceed \$1000 in the aggregate unless otherwise provided in the governing documents.* If so recommended by the Covenants Committee, the Board has the right to assess fines up to the maximum allowed by law as that law may be amended from time to time, with no limit on the aggregate amount, and may restrict the resident's use of the Common Areas for up to sixty (60) days or until the violation is remedied, whichever is longer. This section is intended to automatically incorporate any changes to the statute cited above and to provide notice under the statute that aggregate fines may exceed \$1,000. Fines shall be charged against the Townhome as an Individual Townhome Assessment. Any fines collected shall be contributed to the general fund of the Association. However, the primary goal of this Townhome Declaration is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored.

(b) Pets. If the Board finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance or violates this Townhome Declaration or any of the Rules and Regulations concerning pets, the Board may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from the community.

(c) Corrective Action for Townhome Maintenance. If the Board determines that any Owner has failed to properly maintain any part of the Townhome for which the Owner is responsible in a clean, attractive and safe manner, in accordance with the provisions of this Declaration and applicable Rules and Regulations, the Board shall notify the Owner or the of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Townhome to correct, repair, restore, paint and maintain any such part of such Townhome and to have any objectionable items removed from the Townhome. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Townhome Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Townhome Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant, except tenants who are members of the Owner's family. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Townhome Assessment.

(e) Additional Remedies: All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction.

ARTICLE XI:
Board

This Article is not applicable as the Townhomes shall not have a separate Board. The Association's Board shall oversee compliance with Article XII below.

ARTICLE XII:
Rules and Regulations
Review and
Construction
Regulation

The Board will review all plans for construction, or modification, of any Townhome or Common Areas.

12.1 Construction Subject to Review.

(a) Townhomes. No construction, modification or alteration is permitted at a Townhome or a Building until the Board has reviewed and approved construction plans and specifications, all fees have been paid, all deposits have been received and a site meeting with the Board has occurred. All construction must comply with the submitted and approved plans. Once a plan is approved, any modification to that plan, or any modification to the finished Townhome or Building, must also be reviewed and approved.

(b) Common Areas. Construction of any structure upon the Common Areas (other than initial construction by the Developer), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Common Areas, must be approved in advance by the Board.

(c) Procedure. The Board shall establish reasonable review procedures and fees.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any Building are not subject to review.

12.2 Enforcement.

(a) Fines. The Board may require the builder or Owner to post a deposit from which the Board and may deduct fines for failure to comply with the approved plans and specifications, regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity. Owner is responsible for any and all non-compliance of Owner's or the architects, engineers, consultants, contractors and/or other agents.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Board, the Developer or the Association may require the Owner or the to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) No Waiver. Failure to enforce any provision of this Townhome Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

12.8 Liability. The Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or designor construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Board of an application shall not constitute a basis for any liability of the Developer, or members of the Board, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

ARTICLE XIV:
Developer's Reserved Rights

Most of the rights contained in this Article apply only to the Development Period or other stated period of time and will expire automatically.

14.1 Superseding any Conflicting Provisions. Notwithstanding anything to the contrary in this Declaration, the provisions of this Article XIV shall prevail, supersede and control over any and all conflicting provisions herein.

14.2 Selection of Board. The Developer shall appoint and remove the initial officers and members of the Board. The Developer may elect a majority of the Board until that date which is 3 months after 90% of the total Townhomes within Park Ridge have been sold by Developer. For so long as Developer owns 5% or more of the Townhomes, Developer shall have the right to, but not be required to, appoint one (1) director of the Board. Elections shall be conducted in accordance with the Bylaws. The Developer may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Developer reserves the right to record an instrument specifying that certain actions of the Association or Board must be approved by the Developer before they become effective.

14.3 Easements in Favor of the Developer. In addition to the easements in Section 6.1, the Developer reserves for itself and its assigns the following easements in perpetuity:

(a) Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Common Areas for construction equipment and any other purpose related to continued construction of any property within the Property. This easement shall expire when all improvements to the Property are complete.

(b) Cable. An exclusive easement for installation, replacement, repair and maintenance of cable and fiber optic systems. By virtue of this easement the Developer, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Townhome.

(c) Gas. An exclusive easement for installation, replacement, repair and maintenance of underground pipes for the distribution of propane or natural gas or both. By virtue of this easement the Developer, and its successors or assigns, may install and maintain facilities and equipment and excavate for such purposes. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Townhome. Nothing contained in this Section 14.3(c) shall obligate the Developer, its successors or assigns, to install propane or natural gas lines for the use or benefit of the Owners, Association or any other person or entity. The purpose of this Section is to reserve the right only, not to create an obligation.

14.4 Models; Sales and Management Offices. The Developer reserves for itself and its assigns the right to maintain a sales office and/or management office during the Development Period.

14.5 Commercial Use of Images. The Developer shall have the following rights:

(a) the exclusive right to grant permission for the Common Areas to be photographed, sketched, painted or its image otherwise reproduced for commercial use, and

(b) the right to grant permission for similar reproduction of the exteriors of the Townhomes without the consent of, or payment to, the Townhome Owner(s).

The Developer may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them.

14.6 Deleted.

14.7 Developer Exemption from Assessments in exchange for Guaranty to Fund Deficits. During the Guaranty Period (defined below), the Developer guaranties that the Townhome Owners' general assessments will not exceed 115% of their respective Townhome's prior year's general assessments except when approved by a majority of the Townhome Owners other than Developer, and in consideration thereof, the Developer shall not have to pay general assessments for the Townhomes it owns during the Guaranty Period, but Developer must pay the amount of

general common expenses incurred during the Guaranty Periods not produced by general assessments from Townhome Owners other than the Developer. The Guaranty Period shall be from the date of the recordation of the Townhome Declaration until that date specified by Developer in writing to the Association, which written notice must be given at least 30 days before the date on which the Guaranty Period ends.

ARTICLE XV:
Amendment,
Redevelopment and
Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

15.1 Amendment.

(a) By Members. This Declaration ay be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of all Members. Any amendment during the Development Period shall require Developer's consent. Rights reserved to the Developer may not be amended at any time without the specific consent of the Developer.

(b) By the Developer. The Developer specifically reserves the absolute and unconditional right, at any time during the Development Period, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) Recording. Any amendment shall take effect upon recording in the public records.

15.2 Dedication. All or any part of the Common Areas may be dedicated to the public bythe Board upon consent in writing of two-thirds of all Members.

15.3 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Park Ridge and shall inure to the benefit of and be enforceable by the Developer, the Association, and all Owners, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the

Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Common Areas. The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Association, if the Common Areas have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (or, if alleys or footpaths are not accepted for dedication, they have been conveyed to the adjacent Townhome Owner, reserving an easement for continued use).

15.5 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

15.6 Condemnation. If all or part of the Common Areas is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XVI: General Provisions

16.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Park Ridge Townhomes as a community of highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

16.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

16.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Developer or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Townhome Assessment to the Owner against whom such action was taken.

16.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Townhome and, if different, to the last known address of the person who appears as Owner of the Townhome as that address is stated on the records of the Association at the time of the mailing.

16.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

16.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Townhome. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection. This section shall not be construed, however, as a limitation upon the rights of the Developer, the Association or the Members to make amendments which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on a majority or more of all Townhomes encumbered by a mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

16.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

16.8 St. Johns Water Management District Provisions. The provisions of this Section 16.8 are included for purposes of complying with various requirements of the St. Johns Water Management District (hereinafter the "District") permit issued for the construction, operation and maintenance of a stormwater management system which shall service the Park Ridge Townhome community (the "Stormwater Management System"). In the event of any conflict between any provision of this Section 16.8 and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section will prevail. Furthermore, if required by the District, the Developer may amend this Section as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee or the Association.

(a) Maintenance. The Association shall be responsible for the maintenance, operation

and repair of the Stormwater Management System as required by the District. The Association shall also perform all maintenance responsibilities for any wetland areas and/or upland buffers located, shall meet all conditions of the District permit, and successfully conduct all mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through and/or across the Property at the Association's sole cost and expense. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation pursuant to District permits, rules and regulations, both prior to and following the Developer's turnover of Association control to the Owners. Any repair or reconstruction of the Stormwater Management System shall be permitted, or if modified as approved by the District. The Stormwater Management System, including any easements that may be components thereof, constitutes Common Area of the Association. The Association shall comply with the District permit and all responsibilities assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property and incorporate such facilities in the Owner's development plans, without the express prior written consent of Developer or the Association.

(b) Amendments. Any amendment proposed to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition within the Property, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the District.

(c) Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

(d) Water Management District Permit. The District permit and its conditions are attached hereto as Exhibit E. In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

(e) Additional Property. The Association or the Developer have the power to accept into the Association additional properties that will utilize the same Stormwater Management System within the Property, as more particularly described above.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration effective as of the date stated above

WITNESSED

[Signature]
Print Name: Dinah Robertson
[Signature]
Print Name: Patricia H Gray

MGC MOULTRIE, LLC, a Florida limited liability company

By: Neighborhood Realty, Inc., a Florida corporation
Its: Manager

[Signature]
By: James McGarvey Jr
Its: president

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me on February 24, 2020 by James H. McGarvey Jr, the Manager of Neighborhood Realty, Inc., a Florida corporation, the Manager of MCG Moultrie, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida driver's license# _____ as identification.

[Signature]
Notary Public
Print Name: Patricia H. Gray
My Commission Expires: 2-21-2024



EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Association Articles of Incorporation
Exhibit C	Bylaws
Exhibit D	Townhome Site Plan
Exhibit E	St. Johns Water Management District Permit

Exhibit "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING A PORTION OF LANDS DESCRIBED AS PARCEL 1 AND PARCEL 2 IN OFFICIAL RECORDS BOOK 4696, PAGE 213, TOGETHER WITH LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4834, PAGE 1645, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTH 04°39'56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1,554.11 FEET; THENCE NORTH 87°42'13" EAST, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1452, PAGE 1796 OF THE PUBLIC RECORDS OF SAID COUNTY, 867.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE, 365.70 FEET; THENCE SOUTH 07°22'16" EAST, 54.79 FEET; THENCE SOUTH 19°07'40" EAST, 33.87 FEET; THENCE SOUTH 25°14'19" EAST, 61.41 FEET; THENCE SOUTH 14°14'36" EAST, 6.21 FEET; THENCE NORTH 86°52'09" EAST, 77.10 FEET; THENCE NORTH 12°11'59" WEST, 17.63 FEET; THENCE NORTH 12°30'31" WEST, 45.84 FEET; THENCE NORTH 25°50'17" WEST, 48.96 FEET; THENCE NORTH 11°16'26" WEST, 41.64 FEET; THENCE NORTH 87°42'13" EAST, 372.88 FEET TO A POINT BEING 24 FEET WESTERLY OF AS MEASURED RADially TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF OLD MOULTRIE ROAD, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, LYING 24 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY EXISTING RIGHT OF WAY LINE, HAVING A RADIUS OF 3,876.48 FEET AND CENTRAL ANGLE OF 3°40'25" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°46'45" WEST, 248.50 FEET; THENCE SOUTH 86°49'25" WEST, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 4696, PAGE 213 OF SAID PUBLIC RECORDS, 129.74 FEET; THENCE SOUTH 03°11'48" EAST, ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4834, PAGE 1645 OF SAID PUBLIC RECORDS, 270.00 FEET; THENCE SOUTH 86°49'17" WEST, 82.54 FEET; THENCE NORTH 00°25'15" EAST, 45.30 FEET; THENCE NORTH 17°40'09" WEST, 44.42 FEET; THENCE NORTH 13°42'54" WEST, 80.76 FEET; THENCE NORTH 41°14'22" WEST, 64.20 FEET; THENCE NORTH 25°08'13" WEST, 67.54 FEET; THENCE NORTH 13°31'52" WEST, 44.14 FEET; THENCE SOUTH 86°53'08" WEST, 69.67 FEET; THENCE SOUTH 25°39'02" EAST, 4.14 FEET; THENCE SOUTH 04°48'23" EAST, 61.61 FEET; THENCE SOUTH 05°50'59" WEST, 34.60 FEET; THENCE SOUTH 19°46'01" EAST, 58.86 FEET; THENCE SOUTH 12°21'29" WEST, 78.79 FEET; THENCE SOUTH 19°14'04" WEST, 38.37 FEET; THENCE SOUTH 01°27'25" EAST, 56.96 FEET; THENCE SOUTH 04°16'58" WEST, 34.87 FEET; THENCE SOUTH 16°14'42" EAST, 119.24 FEET; THENCE SOUTH 53°18'45" EAST, 38.90 FEET; THENCE SOUTH 15°42'18" WEST, 45.24 FEET; THENCE SOUTH 87°42'13" WEST, 434.87 FEET; THENCE NORTH 03°06'55" WEST, 741.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 9.62 ACRES, MORE OR LESS.

Exhibit "B"

**Electronic Articles of Incorporation
For**

N20000001443
FILED
February 03, 2020
Sec. Of state
diokeefe

PARK RIDGE NEIGHBORHOOD ASSOCIATION INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

PARK RIDGE NEIGHBORHOOD ASSOCIATION INC.

Article II

The principal place of business address:

1102 AIA N
SUITE 102
PONTE VEDRA, FL. 32082

The mailing address of the corporation is:

1102 AIA N
SUITE 102
PONTE VEDRA, FL. 32082

Article III

The specific purpose for which this corporation is organized is:

HOMEOWNER ASSOCIATION

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

TIMOTHY S MCGARVEY
1102 AIA N
SUITE 102
PONTE VEDRA, FL. 32082

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: TIMOTHY SEAN MCGARVEY

N20000001443
FILED
February 03, 2020
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

DINAH ROBERTSON
1102 AIAN
SUITE 102
PONTE VEDRA, FL 32082

Electronic Signature of Incorporator: DINAH ROBERTSON

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
TIMOTHY S MCGARVEY
1102 AIA N STE 102
PONTE VEDRA, FL. 32082

Title: VP
MATTHEWS MCGARVEY
1102 AIA N STE 102
PONTE VEDRA, FL. 32082

Title: S
JAMES N MCGARVEY JR.
1102 AIA N STE 102
PONTE VEDRA, FL. 32082

Exhibit "C"

BYLAWS
OF
PARK RIDGE NEIGHBORHOOD ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION

ARTICLE I. OFFICES

The principal office of the Corporation shall be in the State of Florida. The Corporation shall designate a registered office in accordance with law and shall maintain it continuously. The Corporation may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

ARTICLE II. MEMBERS

Section 1. Qualification. Membership is open to all lot owners of the subdivision known as Park Ridge Townhomes.

Section 2. Annual Meetings. The purpose of the annual meeting of Members is to elect the Board of Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Corporation shall be held at the times and places designated by the Board of Directors or the President of the Corporation. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation.

Section 3. Special Meetings. Special meetings of Members may be called by the President or by a majority of the Board of Directors then in office or by Members having one-fourth (1/4) or more of the outstanding votes of the Corporation. The purpose of each special meeting shall be stated in the notice and may only include purposes which are lawful and proper for Members to consider.

Section 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Corporation in the State of Florida.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member or record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 6. Waiver of Notice. A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member

at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by a majority of Members of the Corporation. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Any certificate to be filed as a result of the Members' action under this section shall state that written consent was given in accordance with Florida law.

Section 8. Voting Record. If the Corporation has five (5) or more Members of record, the officers having charge of the membership records of the Corporation shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Corporation or at the principal place of business of the Corporation, and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 9. Member Quorum and Voting. Unless otherwise required in the Articles of Incorporation, 30% of the Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by Members, unless otherwise required in the Articles of Incorporation, 30% of the Members shall constitute a quorum for the transaction of such items of business. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from the time to time without further notice until a quorum is present.

Section 10. Votes. Each Lot Owner(s) shall be entitled to one vote on each matter submitted to vote at a meeting of Members.

Section 11. Proxies. Every member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy shall be in writing and shall be signed by the Member or his otherwise duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 12. Appearing in Person Electronically. A member shall be considered to be appearing in person if said member is attending the meeting by telephone or video conferencing. The Association shall make reasonable efforts to accommodate members wishing to appear by phone or video.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws, and the nonprofit corporation statutes concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the Management and affairs of the Corporation shall be controlled by the Board of Directors.

Section 2. Number, Qualification, Election and Tenure. The number of Directors shall be five. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need to be Members of this Corporation. Directors shall be elected by the Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

Section 3. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

Section 4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall be determined from time to time by the Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Section 6. Telephone Meetings. Directors may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

Section 7. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

Section 8. Notice and Waiver. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. If notice is given by telegram, such notice shall be deemed to be

delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 9. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

Section 11. Removal. At any meeting of Members called expressly for that purpose, any Directors may be removed from office, with or without cause, by vote of holders of a majority of the outstanding shares then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

Section 12. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

ARTICLE IV. OFFICERS

Section 1. Officers. The officers of this Corporation shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. A failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Corporation. All officers must be lot owners.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meetings, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgement, the best interests of the Corporation will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

Section 4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

Section 5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Corporation. Subject to the foregoing, the Officers of the Corporation shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

Section 6. Salaries. Officers shall not receive a salary.

Section 7. Delegation of Duties. In the absence or disability of any Officer of the Corporation or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

ARTICLE V. BOOKS, RECORDS AND REPORTS

Section 1. Report to Members. The Corporation shall send an annual report to the Members of the Corporation not later than four (4) months after the close of each fiscal year of the Corporation. Such report shall include a balance sheet as of the close of the fiscal year of the Corporation and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Corporation, in conformity with generally accepted accounting principles applied on a consistent basis.

Section 2. Inspection of Corporate Records. Any person who is a Voting Member of the Corporation shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Corporation. Upon the written request of any Voting Member, the Corporation shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Corporation before such financial statements are available for its last fiscal year, the Corporation shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four (4) months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent.

ARTICLE VI. NONPROFIT OPERATION

The Corporation will not have or issue shares of stock. No dividends will be paid. No part

of the income or assets of the Corporation will be distributed to its Members, Directors or Officers without full consideration. No Member of the Corporation has any vested right, interest or privilege in or to the assets, property, functions or activities of the Corporation. The Corporation may contract in due course with its Members, Directors and Officers without violating this provision.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall be the period selected by the Board of Directors as the fiscal year of the Corporation.

ARTICLE VIII. SEAL

The corporate seal, if required, shall bear the name of the Corporation between two concentric circles and in the inside of the inner circle shall be the year of incorporation.

ARTICLE IX. INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the state corporation laws.

ARTICLE X. AMENDMENTS

These Bylaws may be altered, amended or replaced and new Bylaws may be adopted by the Board of Directors; provided that any Bylaws or amendment thereto as adopted by the Board of Directors may be altered, amended or repealed by vote of the Members, or a new Bylaw in lieu thereof may be adopted by the Members. No Bylaw which has been altered, amended, repealed or adopted by such a vote of the Members may be altered, amended or repealed by a vote of the Board of Directors for a period of two (2) years after the action of the Members.

ARTICLE XI. PURPOSES

The Corporation is organized, and shall be operated exclusively for the following purposes:

A. To enforce the Declaration of Restrictions, Easements and Covenants for Park Ridge Townhomes (the "Declaration"), consisting of townhomes in St Johns County, Florida, to be the Association referred to in said Declaration, and to assess homeowners in accordance with said Declaration.

B. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

C. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

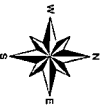
Agreed to this ___ day of _____ 2021

Park Ridge Neighborhood Association, Inc.

By: _____
Its: _____

ATTEST BY SECRETARY

SEAL



SUBCON_2020000002

- Address
- Lot
- Building

Date: 5/29/2020

Exhibit "E"



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

April 15, 2020

Timothy Sean McGarvey
MCG MOULTRIE, LLC
1102 A1A N UNIT 102
Ponte Vedra Beach, FL 32082

SUBJECT: 84097-4
Moultrie Oaks Townhomes

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on April 15, 2020. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Douglas C. Bourmiquie
VERO BEACH

Daniel Davis
JACKSONVILLE

Susan Dolan
SANFORD

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.


Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Paul Hutchinson
England-Thims & Miller, Inc.
14775 Old St. Augustine Rd.
Jacksonville, FL 32258

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429**

PERMIT NO: 84097-4

DATE ISSUED: April 15, 2020

PROJECT NAME: Moultrie Oaks Townhomes

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 9.59-acres project known as Moultrie Oaks Townhomes as per plans received by the District on March 31, 2020, and as modified by sheet 13G received by the District on April 9, 2020.

LOCATION:

Section(s): 36 Township(s): 7S Range(s): 29E
St. Johns County

Receiving Water Body:

Name	Class
unnamed wetland	III Fresh

ISSUED TO:

MCG MOULTRIE, LLC
1102 A1A N UNIT 102
Ponte Vedra Beach, FL 32082

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated April 15, 2020

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Lisl Townsend
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 84097-4
Moultrie Oaks Townhomes
DATED April 15, 2020

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
24. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on March 31, 2020 and as modified by sheet 13G received by the District on April 9, 2020.
25. The proposed wetland impacts must be performed as indicated on temporary impact exhibit received by the District on January 23, 2020.
26. The permittee shall address temporary impacts to the adjacent wetland areas such that these areas will be restored in accordance with the restoration plans dated April 3, 2020 and meet the following time lines/survivability criteria for success:
 - a) Notify District staff within one week of temporary wetland impact construction commencement
 - b) Execute restoration plan and schedule plan compliance site visit within one year of temporary wetland impacts occurring
 - c) One year post-planting schedule a follow up site visit to ensure 80% or greater survivability of planting to include natural recruitment and general maintenance of hydrologic connection.
 - d) In the event that the permittee does not successfully complete the provided restoration plan and meet the criteria for success above, the permittee must obtain a permit modification to provide alternative mitigation.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sirwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001

Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwm.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwm.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macienny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322