

**PREPARED BY & RETURN TO:**

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR DEERFIELD MEADOWS**

THIS DECLARATION is made this <sup>2<sup>nd</sup></sup> day of August, 2007 by RIVER CITY HOMES AND DEVELOPMENT CORPORATION, whose mailing address is 12058 San Jose Boulevard, Suite 804, Jacksonville, Florida 32223, hereinafter called "Developer" and is intended to create covenants running with the land described in Exhibit "A" attached hereto and forever binding the owner and his successors and assigns.

**RECITALS**

A. Developer is the owner of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restriction, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it is desirable to create a nonprofit association. The Deerfield Meadows Community Association, Inc., shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

**DECLARATION**

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restriction, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

**ARTICLE I**  
**DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Deerfield Meadows Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "covenants and restrictions").

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

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

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

(e) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the Property. To the extent such facilities have been constructed, the Common Areas shall include, without limitation, parks, walkways, signage, utility and drainage easements, and

related facilities. Specifically excluded however, are any lakes, ponds or watercourses which are part or parcel of any residential lot or parcel not owned by the Association.

(f) "Islands and Roundabouts" shall mean and refer to all Islands and Roundabouts within the dedicated Road Right of Way Easement at Deerfield Meadows, which shall be maintained by the Association.

(g) "Developer" shall mean and refer to River City Homes and Development Corporation, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Parcel as defined herein.

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

(i) "DRB" shall mean and refer to the Design Review Board as provided in Article VII hereof. The members of the DRB shall be appointed by the Developer.

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

(k) "Parcel" shall mean and refer to any plot of land intended as a site for a House. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

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

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

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

(o) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(p) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(q) "Yard" shall mean and refer to any and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

(r) "Surface Water or Stormwater Management System" means a system consisting of Ponds which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(s) "Wetlands" or "Wetlands Buffer" shall mean and refer to all of such areas so designated as such upon the Properties attached as Exhibit "A".

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration consists of that land lying in St. Johns County, Florida, which has been more particularly described in Exhibit "A" hereto.

Section 2. No Parcel upon which a house has been constructed shall be further subdivided or separated into smaller Parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Developer shall have the right to modify the subdivision plan of the property if the majority of the Owners to whom Parcels from such plan have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

**ARTICLE III**  
**OWNERSHIP AND MEMBERSHIP**

Section 1. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel except as provided for herein.

Section 3. The Association shall have two classes of voting membership:

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

(b) Class B. Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Developer has conveyed over one hundred percent (100%) of the Parcels within the Property or when the Developer, in his sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon the termination of its Class B membership, the Developer shall be a Class A Member so long as he owns any Parcels.

**ARTICLE IV**  
**OWNERS' RIGHTS**

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Parcel, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

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

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property of facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any Owner for any period during which any assessment against such Owner's Parcel remained unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Parcel, subject to the provisions of the Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to

repair the damage. Such repairs will be performed in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Parcel Assessment.

## **ARTICLE V** **ASSOCIATION**

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation, the Bylaws, promulgated Rules and Regulations, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions restrictions and limitations set forth in the Declaration: operate, maintain and administer all Common Areas and Islands and Roundabouts, signs, associated landscaping and irrigation systems within the Property, administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. This is imperative. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 5. The Association may establish security procedures for the

Property. Such procedures may be adopted and from time to time and changed by the Association as the Association Board of Directors chooses in its discretion. Security procedures adopted and provided by the Developer or the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither the Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

## **ARTICLE VI**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. All assessments and fines (referred to collectively in this Article as "charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Parcel at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Parcel within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Parcel basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The



Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

### Section 3

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, or any other maintenance or special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 5. The initial Assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner by the Developer. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's Parcel, prorated to the date of closing based upon a thirty-day month.

### Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Parcel pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Parcel, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Parcel.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges and for a reasonable charge, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

### Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of the year.

(b) Developer shall determine the Association budget for the fiscal year in which a Parcel is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas, including but not limited to, Wetlands and Wetlands Buffer;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer so long as such property is not being occupied for business or residential purposes. The Developer may assign this exemption right to any entity which acquires two or more Parcels for construction and resale purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

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

Section 11. At Closing, Owners shall make a contribution to the working capital of the Association in the amount of Four Hundred and No/100 Dollars (\$400.00). The working capital contribution will be placed in the general fund of the Association and may be used to fund deficits in the annual budget.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Parcel Owner agrees to be bound hereby.

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

Section 3. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing

by the DRB. Modifications subject to DRB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of fences; additions of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatments; any alterations of the landscaping or topography of the Parcel, including without limitation planting or removal of trees in excess of six (6) inches in diameter at three (3) feet height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property; and all other modification, alterations or improvements visible from Common Areas or other Parcels. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

#### Section 4.

(a) The DRB shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. The standards and procedures shall be published in writing and made available to all Owners and Builders. It shall be the responsibility of each Owner to obtain a copy of the standards and procedures prior to commencement of the design process of the House or other improvements, and to deliver a copy thereof to the Owner's building architect, contractor, and/or landscape designer, as the case may be.

(b) The plans to be submitted to the DRB for approval shall include (i) two (2) copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the DRB may deem appropriate. One (1) copy of such plans, specifications and related data so submitted shall be retained in the records of the DRB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the DRB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the DRB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the DRB, will affect the desirability or suitability of the construction. The DRB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. Following approval of any plans and specifications by the DRB representatives of the DRB shall have the right during reasonable hours to enter

upon and inspect any Parcel and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the DRB shall determine that such plans and specifications have not been approved or are not being complied with, the DRB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Approval or disapproval of the applications shall be given to the applicant in writing by the DRB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the DRB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration, and the DRB's design and construction standards.

(e) After approval by the DRB, the proposed improvements must be substantially commenced within twelve (12) months, or approval must once again be obtained from the DRB as provided herein. Once commenced, the construction must proceed diligently.

Section 5. Any Owner may appeal an adverse decision of the DRB to the Board of Directors, who may reverse or modify the decision of the DRB by the majority vote of the Directors.

Section 6. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the DRB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

**ARTICLE VIII**  
**USE OF PROPERTY**

Section 1. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a) Nothing shall be erected, constructed, planted or otherwise place on a parcel in such position so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration.

(b) All Houses constructed on Parcels shall have full stucco, brick or hardee board lap siding and architectural shingles, shall have a minimum of 1,250 square feet of heated and air conditioned living space, as well as a two (2) car garage. All garages must have doors, which shall be maintained in useful condition and shall be kept closed when not in use. Carports will not be permitted. Fences shall be six foot (6') shadowbox fencing to be erected only as far as the rear of the house. Roof pitch no less than 5/12.

(c) Each House shall be located on the Parcel in the following manner:

1. not nearer than twenty-five feet (25') from the front Parcel line;
2. not nearer than ten feet (10') from the rear Parcel line;
3. not nearer than ten feet (10') to any side Parcel line;
4. no building shall be located closer than 10 feet from any existing building on the same Parcel, nor closer than 20 feet from any existing building on any adjoining Parcel. the Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

(d) All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from Common Roads and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the DRB in accordance with the terms of this Article.

(e) Each Parcel not owned by Developer shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which will require any occupational license shall be permitted. An owner may not lease his home for a term of less than six (6) consecutive months. Nothing herein shall be deemed to prevent the Owner from leasing his home for a term of not less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws and rules and regulations and this Declaration, as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

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

(g) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain and repair such portion of the Property. No waste will be committed in the Common Areas.

(h) Nothing shall be done or kept on any Parcel or in the Common Areas which will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Parcel or in the Common Areas which will result in the cancellation of insurance on the Property or any other Parcel, of the contents thereof, or which will be in violation of the law.

(i) Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

(j) Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by an Owner of his Parcel, but only if such pets do not cause a disturbance or annoyance on the Property and are not raised for any commercial use. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on



any Parcel. The Association reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(k) Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors which approval may be withheld in its discretion. Notwithstanding the foregoing, the Developer shall be permitted to post and display advertising signs on the Property and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(l) No obstruction or visibility of street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) No clothesline, or other clothes drying facility, shall be permitted in the Common Areas, Yards or any area of the Property wherein the same may be visible from any Common Road or any other Parcel.

(n) All garbage and trash containers must be placed and maintained in accordance with Association rules and regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) No exterior radio or television antenna, satellite dish or other receiver or transmitting device larger than one meter in diameter or any similar exterior or structure or apparatus may be erected or maintained on any Parcel. All such devices are to be adequately screened from view by passing motorists and neighbors.

(p) Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Parcels. No window air conditioning units shall be installed in any House.

(q) No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be permitted on any Parcel at any time, other than:

(l) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB;

(ii) Temporary structures installed by Developer during the initial construction period;

(iii) Temporary structures on any Parcel during the period of actual construction on that Parcel. Such structure shall be reasonably neat in appearance, no larger than eight feet (8') by ten feet (10') and shall be placed on the Parcel no further forward than the main residential building; and

(iv) Tents or other temporary structures for use during social functions.

(r) No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area of his Parcel as specifically approved by the DRB.

(s) No soliciting will be allowed at any time within the Property.

(t) The portions of the House visible from other Parcels and the Common Areas, and all Yards and entrances, must be kept in an orderly condition so as not to detract from the near appearance of the Property. The Board of Directors, in its sole discrepancy may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

(u) On all Parcels, no trees larger than six inches (6") in diameter at a height of three feet (3') above ground level may be removed outside of the building zone of ten feet (10') from the main dwelling and accessory uses, without written approval of the DRB.

(v) The Builder or Contractor shall supply and install all mailboxes and name signs for such mailboxes which must be approved by the DRB. The DRB shall develop a uniform mailbox standard.

(w) No fence shall be erected without approval by the DRB. All fences shall be six foot (6') shadow box style. No fences shall be installed which restricts or prohibits ingress and egress as granted by easements herein. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the DRB to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant

reserve the right to release areas such as sewer lift stations, playgrounds, garbage collection areas, etc., from the above fence restrictions.

(x) Subject to the terms of this section, no commercial vehicles, boats, or trailers of any type shall be permitted to be placed on any Residential Parcel subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a Residential Parcel and completely screened from view of passing motorist, neighboring Residential Parcels, or lake traffic. None of these type of vehicles can be placed in the side yard of a corner Parcel on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on a Residential Parcel. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Parcels. for purposes of this paragraph, a vehicle which his ½ tone or less truck used as transportation to and from the Residential Parcel Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted on a Residential Parcel unless specifically approved by the DRB..

(aa) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, or the developing of, the Parcels and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided the location of any construction trailers of any assignees of Developer's rights under this section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences or as offices for the sale of Parcels and for related activities. Developer's right of use, as described hereinabove, shall continue even after conveyance of any of all of the Common Areas to the Association.

(bb) No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials, shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the following day.

Section 2. The Board of Directors 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 Parcels and Common Areas, and facilities or services made available to the Owners.

### Section 3.

(a) For the purpose of preserving an environment for the migratory bird population, no trees which remain on any of the Common Areas at the time of the closing of the purchase and sale of the first Parcel shall be felled, removed or cut down unless such tree represents a hazard to the improvements upon any part of the Property and/or to persons occupying or utilizing any or all of the Property.

(b) The Developer has, to the greatest extent possible, utilized canopy and understory species of vegetation native to the Property in landscaping the Common Areas. Accordingly, the landscaping of the Common Areas shall be maintained substantially as its exists at the time of the closing of the purchase and sale of the first Parcel.

### Section 4. Compliance.

(a) It shall be the responsibility of each Owner to conform and abide by the rules and regulations in regard to the use of the Parcels and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the DRB, and to see that his family members, guests, tenants, employees, agents and contractors do likewise.

(b) Upon violation of any of the rules and regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family members, tenants or guests, the Association may levy fines against the Owner and his Parcel as determined by the Board of Directors or suspend the voting rights of the Member. To enforce the rules and regulations or provisions of this Declaration, the Association, or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorneys fees in such suit.

Section 5. Employees, agents and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

### Section 6. Surface Water or Stormwater Management System. The

Deerfield Meadows Community Association, Inc. shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 7. Maintenance and operation of swales. The owner and successors in interest shall be responsible for the maintenance, operation, and repair of the swales on the property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other St. Johns River Water Management District . Filling, excavating, or otherwise obstructing the surface water flow in the swales is prohibited. Prior to home construction by property owners, Association shall mow and provide maintenance as deemed necessary for individual parcels with the budget to reflect such costs. Upon completion of construction, an owner may petition the Association to stop maintenance on the owner's parcel and have the Association dues adjusted down to reflect the pro rata portion of the Association's mowing and related costs.

**ARTICLE IX**  
**AMENDMENT**

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

**ARTICLE X**  
**ENFORCEMENT**

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**ARTICLE XI**  
**UTILITY EASEMENTS AND OTHER EASEMENTS**

**Section 1.**

(a) Developer reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Parcel line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Developer hereby reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Parcel line for access, ingress, egress and for drainage. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of, any other recorded easements on the Property.

**Section 2.** Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up payment or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the

opinion of the Developer, or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 3. Developer hereby reserves for itself, the Association and the Owners an easement over and under all lakes and retention ponds within the Property for drainage of surface water.

Section 4. To the extent that any improvements constructed by Developer on, or if any Parcel encroaches on, any other Parcel or Common Area, whether by reason of any deviation from the subdivision plan of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

## **ARTICLE XII GENERAL PROVISIONS**

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association.

The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or had delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 5. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner (including the Developer) or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 7. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 8. 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.

Section 9.

(a) Subject to the provisions of Article X, Section 9, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein.



(b) Subject to the provisions of Article X, Section 9, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Parcel or the Common Areas is materially and adversely altered thereby.

(c) This Declaration may be also amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by (i) a majority vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 10. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the 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 mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on the Parcels encumbered by Mortgages. Any such consent requested by Developer of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 11. Any and all legal fees including but not limited to attorneys' fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 12. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 13. All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

Section 14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

Section 15. The Owner, or Owners, of all Parcels abutting the lakes within the Property shall, by virtue of having acquired said Parcels subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes, or any part thereof, or occasioned wholly or in part by any act of omission of Owners, Owners= agents, contractors, employees, servants, licensees, or concessionaires with the Property.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered  
in the presence of:



*Suzanne Giddens*

RIVER CITY HOMES AND  
DEVELOPMENT CORORATION

*[Handwritten Signature]*

By: Michael L. Braniff  
Its: President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of August, 2007, by MICHAEL L. BRANIFF, President of RIVER CITY HOMES AND DEVELOPMENT CORPORATION, who ( ) is personally known to me or (  ) has produced Drivers License as identification and who did take an oath and acknowledge that he executed same on behalf of the corporation.

*Suzanne Giddens*  
Notary Public  
My Commission Expires:

(Seal Below)



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## EXHIBIT "A"

## DESCRIPTION (by Surveyor)

A parcel of land situated in Section 24, Township 8 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at a concrete monument at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North 89°45'15" East, along the south line of said Northwest Quarter, a distance of 800.09 feet to a concrete monument; thence continue along said south line of the Northwest Quarter, North 89°54'48" East, a distance of 116.47 feet to the POINT OF BEGINNING for the herein described Parcel; thence North 01°03'07" West, a distance of 1,773.50 feet to the south line of Deerfield Trace as recorded in Map Book 51, pages 98 thru 104 of the Public Records of said County; thence North 89°50'09" East, along the south line of said Deerfield Trace, a distance of 1,056.00 feet to the East line of the west one-half of the west one-half of the Northeast Quarter of said Section 24; thence South 01°02'50" East, along said East line, a distance of 1,773.63 feet to a concrete monument at the Southeast corner of said west one-half of the west one-half; thence South 89°47'52" West, along the south line of said Northeast Quarter, a distance of 646.47 feet to a concrete monument at the Southeast corner of said Northwest Quarter; thence South 89°54'48" West, along said south line of the Northwest Quarter, a distance of 409.39 feet to the POINT OF BEGINNING. The aforescribed Parcel contains 1,872,867.63 square feet or 43.00 acres, more or less.

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR DEERFIELD MEADOWS SUBDIVISION**

THIS DECLARATION, made this 27<sup>th</sup> day of February, 2018 by **DEERFIELD HOLDINGS, LLC**, a Florida limited liability company, PO Box 22347, St Simons Island, GA 31522 hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of Deerfield Meadows Subdivision, a subdivision as evidenced by Ordinance No. 2004-20, as amended by Ordinance No. 2018-47, and the plat thereof recorded in **Map Book 90, at Page 20**, of the Public Records of St. Johns County, Florida, and the attached Exhibit "A."

WHEREAS, Declarant desires to subject said real property to the provisions of this Declaration and amend and restate the **Declaration of Covenant, Conditions, Restrictions and Easements For Deerfield Meadows**, dated August 2, 2007, and recorded at O.R. Book 2967, Page 1164-1191, of the Public Records of St. Johns County, Florida.

NOW, THEREFORE, Declarant hereby declares that the real property depicted on the Plat of Deerfield Meadows Subdivision recorded in **Map Book 90 at Page 20**, of the Official Public Records of St. Johns County, Florida (the "Plat"), and the subsequent Plat or Replat (the initial Plat only contains Lots 18 through 74. Lots 1 through 17 will be by subsequent Plat or Replat of Deerfield Meadows and any purchaser of a Lot within Deerfield Meadows Subdivision consents to the addition of Lots 1 through 17) shall be held, sold and conveyed subject to the following reservations, easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

1. "Association" shall mean and refer to Deerfield Meadows Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2. "Common Property" shall mean the real property whether owned by the Declarant or the Association that is dedicated on the Plat of Deerfield Meadows Subdivision for the common use and enjoyment of the Owners. The Common Property shall include all street rights-of-way, all easements for drainage and drainage retention, and all utility easements, all as described and shown on the Plat of Deerfield Meadows Subdivision, as well as all drainage and utility structures, distribution lines and facilities located within said easements. Additional real property or interests therein may be dedicated for the common use of the Owners or conveyed by Declarant to the Association as Common Property, from time to time, by deed from Declarant to the Association or by amendment to this Declaration pursuant to Article IX, hereof and upon



such Amendment or deed being recorded such property shall become Common Property subject to all of the conditions, limitations and provisions hereof.

3. "Declarant" shall mean and refer to Deerfield Holdings, LLC, a Florida limited liability company, and any successor or assign to whom Declarant shall specifically transfer or assign all or a portion of its rights under this Declaration. The conveyance of lots, units or tracts in Deerfield Meadows Subdivision by Declarant, absent specific transfer or assignment of Declarant's rights under this Declaration, shall not be deemed to convey, transfer or assign such rights.

4. "Institutional Lender" means a financial institution or other business entity authorized and routinely engaged in business as a lender in residential and/or commercial mortgage loan transactions.

5. "Lot" shall mean and refer to the parcels shown on the recorded Plat of Deerfield Meadows Subdivision and identified as **Lots 1 through 74**. Although the initial Plat may only contain Lots 18 through 74, Lots 1 through 17 will be by subsequent Plat or Replat of Deerfield Meadows. Lots 1 through 17 are initially to be used as construction access to serve adjoining Deerfield Forest subdivision, which property shall have continuous right to use any street or right-of-way for ingress, egress and utilities within Deerfield Meadows Subdivision.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article VI, the enforcement provisions of Article VIII, and the right of the Association contained in Article II, to suspend use of the Common Property, shall also mean and refer to any tenant, business invitee or guest of an Owner or occupant of an Owner's property. For purposes of Article III, when more than one person or entity are co-owners of a Lot, each shall be a Member of the Association, but the single vote for such Lot shall be exercised by a natural person designated in the manner provided in the Association's By-Laws.

7. "Surface Water or Stormwater Management System" shall mean a system which is designated and constructed or implemented within Deerfield Meadows Subdivision to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Storm Water Management System shall be deemed to be a part of the Common Property.

ARTICLE II

Owner's Rights in Common Property

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Property or any portions thereof in accordance with the provisions of the Association's By-Laws.
- (B) The right of the Association to charge reasonable fees for the use of any Common Property facility now or hereafter situated or constructed upon the Common Property, other than the roads;
- (C) The right of the Association to suspend the right to use of the Common Property, other than the roads, by an Owner for any period during which any assessment against that Owner's Lot, remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.
- (D) The right of the Association to grant easements upon, across, over and under the Common Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to electric, water, sewer, gas, cable television and telephone utilities.
- (E) The right of the Association to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Property granted in this paragraph (E) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Property provided in Paragraph (D), above.
- (F) The right of the Association, after transfer of control of the Association to the Owners other than Declarant, to borrow money for the purpose of improving the Common Property, or any portion thereof, or construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan, a mortgage upon all or any portion of the Common Property; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any mortgage, irrespective of when executed, given by Declarant or Owner encumbering any Lot.

2. Delegation of Right to Use. Any Owner may delegate his or her right of enjoyment of the Common Property and facilities to the members of his or her family, tenants, social and business invitees and contract purchasers in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an Owner's right of enjoyment to the Common Property as may be contained in the Association's published Rules and Regulations respecting the same.

ARTICLE III

Association Membership and Voting Rights

1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a Lot in Deerfield Meadows Subdivision.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant while the Class B membership exists. Class A member shall be entitled to one (1) vote for each Lot owned, which may be casted by such member after Turnover (as hereinafter defined). When more than one person or any entity which is not a natural person holds an interest in a Lot, all such persons shall be members but the vote for such Lot shall be exercised by one of their number designated in the manner provided in the Association's By-Laws and in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after ninety percent (90%) of the Lots in Deerfield Meadows Subdivision have been conveyed to Class A members.

b. Such earlier date as Declarant, in its sole discretion, may determine in writing.

After Turnover, the Class A members may vote on all matters properly brought before the Association and elect the majority of the members of the Board of Directors. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A members and Declarant shall remain vested with the voting rights of any such Lot unless said right is otherwise conveyed in writing by Declarant.

ARTICLE IV

Covenant for Common Property Improvement and Maintenance and for Assessments

1. Creation of the Obligation for Assessments. The Declarant for each Lot owned in Deerfield Meadows Subdivision hereby covenants, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the Annual Assessments and any Special Assessments levied in accordance with the provisions of this Declaration and/or the Association's By-Laws, and (b) Specific Assessments against any particular Lot which are established pursuant to the terms of



Article VIII of this Declaration. All such assessments together with interest, costs of collection, including reasonable attorney's fees and court costs at the trial level and on appeal, will be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

2. Purpose of Assessments. Except as provided in paragraph 3 of this Article, the annual and any special assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Common Property, including the Surface Water or Stormwater Management System, and for purposes incidental thereto, including the cost of ad valorem taxes and insurance for the Common Property, and management and professional services. The maintenance responsibilities of the Association, payable through assessment of the Owners, shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within Deerfield Meadows Subdivision, and all other such improvements constituting a part of the Surface Water or Stormwater Management System permitted by the **St. Johns River Water Management District (SJRWMD) under Permit No. 40-109-95374-4 (the "Surface Water Permit")** including operation, sampling, testing and maintenance of monitoring wells, if any, as required by the Surface Water Permit.

3. Water and Sewer Services. Water and sewer utilities provided to the Lots will be furnished by St. Johns County Utility Department, or a successor public utility provider. The Lots will be separately metered for water and sewer usage and invoiced by the utility provider.

4. Special Assessments. The Association, through its Board of Directors, may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles of Incorporation, or the Bylaws (Bylaws set by the Declarant) of the Association. Any funds collected pursuant to a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors of the Association at the time such special assessment is levied.

5. Uniform Rate. All annual and special assessments shall be established at a uniform rate per Lot.

6. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any special assessments levied upon each Lot and the dates at which the same are to be paid shall be determined as provided in the Association's By-Laws. The Association shall determine and collect, as an element of its annual budget, an amount to be allocated for the repair and maintenance of the Shared Facilities, as defined in Article XII, including, if deemed appropriate by the Association, a reserve for the replacement of the Shared Facilities. The share of each Lot for this element of the Association's annual budget shall be as stated in Article XII. In addition, the share of each Lot regarding any Special Assessment levied with respect to the Shared Facilities, shall be as stated in Article XII.

7. Effect of nonpayment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot against which such assessment was made. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Property or abandonment of his Lot.

8. Lien for Assessments; Attachment and Priority. The Association shall have a lien on each Lot for any unpaid Annual Assessments and Special Assessments and interest thereon against the Owner of the Lot, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Annual Assessments and/or Special Assessments or the enforcement of such lien, together with all sums advanced or paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. Except as to first mortgages of record, the lien is effective from and shall relate back to the recording of the Declaration. With respect to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records of the County. To be valid a claim of lien shall state the description of the parcel, the name of the record owner thereof, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer of the Association or by an authorized agent of the Association, and recorded in the Public Records of the County. The lien shall be effective as provided in Section 720.3085 (or any similar successor statute), Florida Statutes. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. On full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Annual Assessments and/or Special Assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. If, after any such foreclosure by the Association, the former Owner or anyone claiming through him shall remain in possession of the Lot, he shall be required to pay a reasonable rental for the Lot. With respect to any Lot that is rented, and for which there are delinquent and unpaid assessments, the Association shall be entitled as a matter of law to the appointment of a receiver to collect the rents and apply the rents against such delinquency. The Association may also bring an action to recover a money judgment for unpaid Annual Assessments and/or Special Assessments without waiving the lien securing the same. The Board of Directors may settle or compromise any personal action or any action to enforce or foreclose a lien as it may deem in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien for Annual Assessments, Special Assessments, or both, and any interest thereon, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced. Notwithstanding anything to the contrary herein, the liability of a first mortgagee, or its successor or assigns, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for unpaid Assessments that became due before the mortgagee's acquisition of title, shall be limited as is provided in Section 720.3085, Florida Statutes, as the statute shall read at the time the mortgagee's acquires title to the Lot.

9. Limitation Upon Assessments. Notwithstanding the provisions herein above and the provisions of the Association's By-Laws respecting Annual Assessments, Special Assessments and the determination of the amounts thereof, Declarant specifically covenants and agrees and each Owner of any Lot, by acceptance of the deed therefor is deemed to have covenanted and agreed with the Declarant that:

- (a) The aggregate amount of the annual and special assessments for the calendar year 2018 levied upon any Lot owned by the Owner shall not exceed **\$540.00 (\$45.00 per month)**. During calendar year 2018, Declarant shall be obligated to pay the amount by which the Association's expenses incurred during said year exceed the amount receivable by the Association from annual or special assessments from the Owners other than Declarant, and any other Association income.
- (b) The aggregate amount of the annual and special assessments for the calendar year 2019 levied upon any Lot owned by an Owner shall not exceed **\$540.00 (\$45.00 per month)**. During calendar year 2019, Declarant shall be obligated to pay the amount by which the Association's expenses incurred during said year exceed the amount receivable by the Association from annual or special assessments from the Owners other than Declarant, and any other Association income.
- (c) **Unless Declarant elects to pay the Annual and Special Assessments levied with respect to Lots owned by Declarant in the same manner as other Owners, Declarant shall be excused from paying any Annual or Special Assessments levied for any calendar year during which Declarant maintains Class B membership as to the Lots owned by Declarant, but shall be obligated to pay during each such year the amount by which the Association's expenses incurred during such year exceed the amount receivable by the Association from annual or special assessments, from the Owners other than Declarant and any other Association income. The obligation of Declarant hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments.**
- (d) No Mortgagee, nor any successors or assigns of such Mortgagee, succeeding to Declarant's rights and obligations hereunder by reason of the foreclosure of a mortgage or deed in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken the covenants and obligations of Declarant to (1) limit the amount or term of the annual or special assessment or (2) pay the difference between the actual expenses and the assessment assessed against Lots during the periods set forth above in subsections (a) and (b). Notwithstanding the foregoing, a

Mortgagee succeeding to Declarant's rights hereunder by reason of the foreclosure of a mortgage or deed in lieu of such foreclosure (or any successor or assigns of such Mortgagee) shall have the right, but not the obligation, to undertake such covenants and obligations arising from and after the date on which such Mortgagee or its successor or assigns acquires title to Declarant's property subject to this Declaration by foreclosure or deed in lieu of foreclosure.

10. Working Capital Contribution. Each purchaser of a Lot shall be required to make a one time working capital contribution to the Association in the amount of \$500.00, which may be used for additional capital improvements or services which were not included in the original budget categories, may be used by the Declarant to fund any operating deficit and, may be used to fund reserves.

ARTICLE V

Covenants for Continued Maintenance of Roads Sewer and Water Utilities and Surface Water or Stormwater Management System in Deerfield Meadows Subdivision

1. Repair and Maintenance of Roads. The streets shown on the Plat are a portion of the Common Property required to be repaired and maintained by the Association. The Declarant for each Lot in Deerfield Meadows Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said streets by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

2. Repair and Maintenance of Water and Sewer Supply System. The water and sewer supply system within Deerfield Meadows Subdivision is a portion of the Common Property required to be repaired and maintained by the Association. The Declarant for each Lot in Deerfield Meadows Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said water and sewer supply system by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

3. Repair and Maintenance of Surface Water or Stormwater Management System. The Surface Water or Stormwater Management System within Deerfield Meadows Subdivision is a portion of the Common Property required to be repaired and maintained by the Association. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas, upland buffers and littoral zones located within, adjacent, or in near proximity to Deerfield Meadows Subdivision, in accordance with all permit requirements issued by any applicable governmental entity and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by any applicable governmental entity, including without limitation the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater

Management System shall be as permitted, or if modified, as approved by the SJRWMD. The Declarant for each Lot in Deerfield Meadows Subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said Surface Water or Stormwater Management System by payment of such assessments for this purpose as provided by Article IV above. Such assessments shall be subject to all of the terms and conditions set forth in said Article IV.

## ARTICLE VI

### Development and Use Restrictions and Obligations

1. No structure shall be constructed or erected on any Lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, including an attached garage. The garage shall be a minimum of a two-car garage. .

2. No residence shall be constructed or maintained upon any Lot which shall have a smaller heated and cooled living floor area (exclusive of garages, screened porches, patios and the like) than 1,400 square feet.

3. Every structure placed on any Lot shall be constructed from material and of a design which has been approved in writing by the Deerfield Meadows Subdivision Architectural Review Committee ("ARC"). All improvements on any Lot shall be subject to written approval of the ARC.

4. No lot shall be replatted unless done so by the Declarant.

5. No window air-conditioning unit may be installed in any structure

6. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the Lot line on the sides and rear of the Lot, driveways and walkways excluded.

7. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.

8. No structure placed on any Lot, shall exceed thirty-five (35) feet in height measured as described in the St. Johns County Land Development Code.

9. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done within Deerfield Meadows Subdivision which may be or become an annoyance or nuisance to the neighborhood or endanger its residents or visitors.

10. No trailer, tent, shack, garage or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any Lot within Deerfield Meadows Subdivision.

11. No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate, "for sale" sign, and security sign shall be at the sole discretion of the Deerfield Meadows Subdivision Architectural Review Committee.

12. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

14. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Deerfield Meadows Subdivision Architectural Review Committee.

15. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way within Deerfield Meadows Subdivision. This provision shall become inapplicable should any street or right-of-way be dedicated to St. Johns County.

16. No wheeled vehicles of any kind, may be parked on a Lot unless the same are completely inside a garage, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. Boats may be kept on a Lot if completely screened by a fence or completely inside a garage.

17. No unregistered or uninsured motorized vehicles of any kind, with the exception of golf carts operated by a licensed driver and equipment necessary to maintain property, such as riding lawnmowers, may be operated on any street or right-of-way in Deerfield Meadows Subdivision.

18. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner so that it is not visible from any street, and it is not attached to the main residence.

19. No antenna, TV dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any residence or accessory building unless it has been approved in writing by the Deerfield Meadows Subdivision Architectural Review Committee ("ARC").

20. No property Owner may cut a tree with a diameter in excess of six (6) inches, measured four (4) feet above the surface of the ground, without the prior approval of the Deerfield Meadows Subdivision Architectural Review Committee, except dead or other dangerous trees which pose an eminent threat to life or property.

21. No mailbox, newspaper box or similar holder shall be permitted on any Lot unless the design, size and location has been approved by the Declarant and/or the Association.

22. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or the Deerfield Meadows Subdivision Architectural Review Committee, its duly authorized agent, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefore and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association with thirty (30) days after a bill therefore is deposited in the mail addressed to the last known address of the Owner or to the lessee of the Lot at the address of the residence on the Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees and/or assessments as set forth in Article IV hereof. The Association and/or the Deerfield Meadows Subdivision Architectural Review Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

23. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs, temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Deerfield Meadows Subdivision.

24. No construction, including clearing, dredging or filling, except that authorized by **St. Johns River Water Management District ("SJRWMD") permit No. 40-109-95374-4** or any subsequent permit issued by the SJRWMD, shall occur within any jurisdictional wetland lines shown on the Plat of Deerfield Meadows Subdivision. The facilities constructed in accordance with said permit shall constitute the "Stormwater Management System".

25. All Lots shall be connected to the water and sewer supply lines maintained by the Association, which are currently available to the Lots. No septic tanks or drain fields are permitted on any Lot. Water wells may be installed on a Lot, provided the well is not located

within any easement located on the Lot, and the water from the well is used only for yard irrigation, swimming pools, washing vehicles, and like matters, and the water is not plumbed to fixtures within the residence and/or any accessory structure.

26. No fence and/or wall located in the front yard of any Lot (the area between the property line of the street and the front of the residence, extended to the side lines of the lot by the continuance of a line from and parallel to the front of the residence) shall exceed a maximum height of four (4) feet. With respect to any corner lot (a lot adjacent to two streets), no fence and/or wall located in the side yard adjacent to the street (the area between the property line of the street and the side of the residence, extended to the front line and the rear line of the lot by the continuance of a line from and parallel to the side of the residence) shall exceed a maximum height of four (4) feet. No fence and/or wall located on any other portion of a Lot shall exceed a maximum height of six (6) feet. No wire or chain link fence shall be permitted on any Lot. No fence may be erected unless it has been approved in writing by the Deerfield Meadows Subdivision Architectural Review Committee ("ARC")

27. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of the Lot by the Declarant.

28. Lighting within Deerfield Meadows Subdivision shall conform to the requirements of the LDC, regulations of the Florida Department of Environmental Protection, and as approved by St. Johns County through the development review process. Lighting within Deerfield Meadows Subdivision will be designed to minimize impacts to adjacent developments. Street lights shall not exceed a maximum height of fourteen (14.0) feet and shall be directed downward. Exterior light fixtures located within Deerfield Meadows Subdivision, including those located on any Lot that are placed within five (5.0) feet of the ten (10.0) foot natural buffer shown on the plat of Deerfield Meadows Subdivision, shall not exceed a maximum height of four (4.0) feet. The exterior of all structures and landscaping within Deerfield Meadows Subdivision, including, without limitation, residences and accessory buildings, may be illuminated only from fixtures mounted at ground level. Notwithstanding the above, exterior garage carriage lights, motion sensor security lights, porch fans and lights, soffit lights, and other similar lighting shall be allowed subject to approval by the ARC.

ARTICLE VII

Architectural Reviews

1. No change in the topography of any Lot nor the removal or destruction of any existing tree six inches in diameter measured four feet from the ground, nor the construction of any building, fence, wall or other structure of any kind, nor the installation of any utility or other service shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until a Site Plan for such Lot showing all proposed changes in topography and vegetation (including any proposed landscaping) and detailed plans and specification showing the nature, kind, shape, height, materials, external colors and location of any building, fence, wall, or other structure shall have been submitted to and approved in



writing by the Deerfield Meadows Subdivision Architectural Review Committee, its successors and assigns and a copy of such plans as finally approved are deposited for permanent record with the Committee.

- (A) The Deerfield Meadows Subdivision Architectural Review Committee shall consist, initially, of: Kelly Smith, John Byrnes and Kathy Knerr who shall be appointed by the Board of Directors of the Association. Communications to the Committee shall be addressed to c/o John Byrnes, DEERFIELD HOLDINGS, LLC, PO Box 22547, St Simons Island, GA 31522, or such other address as the Committee shall, from time to time, specify. The Board of Directors of the Association shall have the right at any time and from time to time to remove any member or to designate additional or successor members, provided that any change in the membership of the Committee shall be effective only upon executing and recording of a notice evidencing such change, setting forth the names of all persons who are members of the Committee on and after the effective date of such notice and executed and acknowledged by the President of the Association. The Committee shall, in no instance, be comprised of less than two persons, neither of whom shall be required to own property in Deerfield Meadows Subdivision. The requirement of written approval by the Committee shall be conclusively deemed satisfied by letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by one or more of the members of record of the Committee as of the date of acknowledgment. The death, resignation, or incompetence of any member of the Committee shall terminate membership on the Committee and rights and authority vested in the Committee shall be exercised by the remaining member or members thereof until such time as a successor is appointed in accordance with the provisions of this paragraph.
  
- (B) The owner of any Lot desiring to alter the existing topography thereof, the existing vegetation thereon or to erect, place, construct or alter a building or structure thereon shall submit detailed plans and specifications reflecting such proposed alteration in topography, vegetation or structure which must include:
  - (1) A landscaping site plan which shall include detailed plans of frontage, sides, pools and any additional structures.
  - (2) Foundation plan, floor plan, and exterior elevations of all structures (including the dimensions thereof) as they will actually appear after all topographic changes and landscaping is done from finished ground up.
  - (3) The description of the exterior color schemes and materials to be employed in all structures.
  - (4) An estimate of the costs of such alteration or construction, the date the Owner intends to commence such work and the date such work is projected to be completed.

Such plans and specifications shall be submitted in writing for approval over the signature of the Owner of the Lot or his duly authorized agent (with written evidence of such authority).

- (C) Committee approval of such plans and specifications may be withheld not only because of their noncompliance with any specific restriction contained in this Declaration but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the building site, the engineering, color scheme, finished design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or addition or remodeling, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, an apparent unrealistic anticipation of costs or excessive period of construction, or because of the Committee's reasonable dissatisfaction with any or all other matters or things which, in the judgment of the Committee, would render the proposed changes in topography, vegetation or structure inharmonious or aesthetically inconsistent with the general plan of improvement of Deerfield Meadows Subdivision or with the structures erected on other Lots or tracts in the immediate vicinity of the Lot on which such improvement is proposed to be made.
- (D) Written approval by the Committee shall be valid for a period of one year and all construction so approved must be completed within one year. Any construction not completed within one year of approval (or such greater period of time approved in advance of the expiration of the one year completion requirement) must be resubmitted to the Committee.
- (E) The approval of the Committee for use of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of such right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots and approval of the Committee of any plans, specifications or particular methods of construction shall not constitute a warranty by the Committee that such conforms to any governmental requirements or codes for such construction.
- (F) If, after plans and specifications have been approved, there is any change in topography or vegetation or any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon a Lot otherwise than approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions and shall constitute a breach thereof.
- (G) If after commencement of any approved change in topography or vegetation or approved construction or alteration of any building, fence or other structure, such work is abandoned for a period of thirty consecutive (30) days or is not prosecuted in a manner consistent with completion within the time estimated and

approved for completion, then such abandonment or failure of diligent prosecution shall be deemed a violation and breach of the requirements of this Article VII.

- (H) Any member of the Deerfield Meadows Subdivision Architectural Review Committee may from time to time at any reasonable hour or hours, enter and inspect any improvements underway on any Lot as to compliance with the provisions hereof and such entity shall not thereby be deemed in any manner a trespass.
- (I) If, within thirty (30) days following submission of all plans, specifications, materials and information required herein (such period to commence only upon submission of all required information), the Committee fails to take official action with respect to approval or disapproval of any plans and specifications submitted in conformity with the requirements hereof and receipted for in writing, then such approval will not be required, provided that the improvements shown by such plan and specifications are not in violation of any specific restrictions contained in this Declaration and entail no variance permitted to be made by the Committee under this Declaration.
- (J) The requirements for Architectural approval contained in this Article VII are in addition to, and not in lieu of any governmental rules, regulations or codes governing such development or construction.

#### ARTICLE VIII

##### Enforcement

1. In the event any Owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles VI and VII of this Declaration or any rules or regulations promulgated under authority of this Declaration by the Association, the Association shall have the right, but not the obligation, to (a) suspend the right to use of the Common Property, other than the roads, by that Owner during the period such violation or breach continues, (b) proceed at law or in equity to enjoin further violation or breach and to compel compliance with the requirements of such Articles or rules and regulations or (c) to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if, after ten days written notice of such violation to the Owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative. Failure of the Association to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

2. The authority to abate or remove an existing violation shall include, with respect to a violation of an Owner's representation and covenant to complete improvements within specified time, the right to remove or to complete improvements undertaken by not diligently prosecuted by the Owner.

3. If any Owner of a Lot believes such a violation or breach by any other Owner or agent of such Owner exists and desires to secure an abatement of such violation or breach, such Owner shall first notify the Association to exercise the rights of enforcement herein above granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such Owner, individually, or jointly and severally with other Owners of Lots, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending Owner.

4. If the Association elects to enter upon a Lot where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual cost to the Association of such action plus fifty (50%) percent of such actual cost shall be payable by the Owner of such Lot to the Association upon demand and shall constitute a Specific Assessment enforceable in accordance with the provisions of Article IV of this Declaration.

5. All costs and expenses, including reasonable attorney's fees, incurred by the Association or a Owner or Owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles VI or VII or the rules and regulations promulgated under authority of this Declaration shall be borne by the owner adjudged in violation thereof; provided, however, that neither an institutional mortgagee that acquires a Lot by foreclosure or deed in lieu of foreclosure, nor the purchaser at a judicial, clerk or tax sale, shall become liable for costs, expenses or attorney's fees incurred by the Association or any individual Owner or Owners in any action to abate or remedy a violation existing prior to its acquisition of the Lot.

ARTICLE IX

Amendments

1. Amendment by Declarant. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves unto itself, its successors and assigns for so long as Declarant is the Owner of any Lot, the absolute and unconditional right to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a mortgage on any portion of the Property; (ii) to conform to the requirements of any title insurance company issuing a policy insuring title to any portion of the Property; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over any portion of the Property; or (iv) in such other manner as Declarant may deem necessary or convenient.

2. Amendment by the Association. This Declaration may not be amended by the Association until after Turnover. Following Turnover, this Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of two-thirds (2/3rds) of the Class A members or upon the affirmative vote of two-thirds (2/3rds) of the Class A members in person or by proxy at a regular Association meeting or a special meeting called for that purpose, at which there is a quorum, which amendment shall become effective upon its filing in the public records of St. Johns County, Florida.

3. Mortgagee's Rights Preserved. No amendment to this Declaration shall affect the rights of the holder of any mortgage lien of record prior to such amendment without such Mortgagee's express written consent thereto. To the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect.

4. Declarant's Rights Preserved. So long as Declarant owns any portion of the Property, no amendment to this Declaration which modifies or purports to modify or affect in any way the rights, duties and/or obligations of Declarant granted or reserved hereunder shall be valid without the express written joinder of Declarant. To the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of no force and effect absent such express joinder in the Amendment by Declarant.

5. Amendment of Article XII. Article XII may not be amended by the Association without the written approval of the condominium or homeowners' association or associations formed or to be formed to manage the condominium or condominiums developed or to be developed on the "Adjoining Land" and/or the "Neighboring Land" as defined in Article XII. Any such approval shall be evidenced by a recordable instrument executed by the condominium or homeowners' association or associations, which shall be recorded in the public records of St. Johns County, Florida. Any amendment of Article XII shall be void and of no force and effect absent such recorded approval.

6. St. Johns River Water Management District. Any amendment of this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water managements portion of the Common Property, must have the prior written approval of the SJRWMD, which approval must be recorded in the public records of St. Johns County. To the extent an amendment purports to alter any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, without the prior written approval of the SJRWMD, it shall be void and of no force and effect absent such recorded approval.

ARTICLE X

Rights of Declarant

1. Reservation of Rights for Development and Sale. Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the Declarant and for any public utility, private utility service company or residential construction contractor authorized by Declarant, to maintain and carry on upon such portion of the Common Property or Lot owned by Declarant, as the Declarant may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the Lots, including, not without limitation, business offices, material storage sites, signs and sales offices.

2. Reservation of Easements. There is hereby specifically reserved to Declarant an easement for ingress, egress and use of the Common Property for the purposes herein

expressed, which easement and right shall continue to exist in Declarant so long as Declarant is the owner of any Lot in Deerfield Meadows Subdivision.

3. Declarant's Assignment Rights. Declarant shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity in its sole and absolute discretion, including, without limitation, upon the sale or conveyance of and Lot or Tract for development by a person or entity other than Declarant. No such assignment shall require the consent of any Owner or of the Association and, in the event of any such assignment, the Assignee shall assume all obligations of Declarant so assigned and Declarant, its officers, directors and members shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE XI

Intentionally Omitted.

ARTICLE XII

Intentionally Omitted.

ARTICLE XIII

Rights of the St. Johns River Water Management District

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair to the Surface Water or Stormwater Management System. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment of this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event the Association is dissolved and/or this Declaration is terminated, prior to such dissolution or termination, all responsibilities and obligations of the Association relating to the Surface Water or Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

ARTICLE XIV

Declaration Runs with the Land; Duration; Termination

The covenants, reservations, restrictions and other provisions of this Declaration (as it may be amended or supplemented from time to time in accordance with the procedures contained herein) shall run with and bind the Land and shall inure to the benefit of Declarant and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of forty

(40) years from the date this Declaration is recorded in the Public Records of St. Johns County, Florida. After such initial term, this Declaration shall automatically be extended for successive periods of ten (10) years each, unless terminated by an instrument signed by all Owners of Lots within Deerfield Meadows Subdivision. The termination shall become effective upon the recording of such instrument in the Public Records of St. Johns County, Florida. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notices of its terms at intervals necessary under Florida law to preserve its effect.

IN WITNESS WHEREOF, Deerfield Holdings, LLC, has hereunto set its hand and seal the day and year first above written.

Witnesses:

DEERFIELD HOLDINGS, LLC,  
a Florida limited liability company

[Signature]  
[Signature]

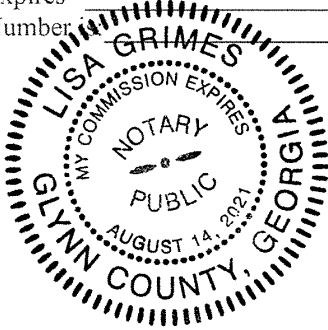
By: [Signature]  
Print Name: John Byrnes  
Its: Manager

STATE OF Georgia  
COUNTY OF Glynn

The foregoing instrument was acknowledged before me this 22 day of February, 2018, by John Byrnes, the Manager of DEERFIELD HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced a valid driver's license as identification.

[Signature]  
Notary Public, State of Ga.  
Name: Lisa Grimes

My Commission Expires \_\_\_\_\_  
My Commission Number \_\_\_\_\_



CONSENT AND JOINDER BY DREAM FINDERS HOMES, LLC

The undersigned, DREAM FINDERS HOMES, LLC, a Florida limited liability company, being an owner of a portion of the Real Property, by way of a Special Warranty Deed dated January 2, 2018, and recorded at Official Records Book 4488, Page 592, of the public records of St. Johns County, Florida, (the "Deed"), hereby consents to and joins in the recording of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Deerfield Meadows Subdivision, to be recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 27<sup>th</sup> day of February, 2018.

Signed and sealed in the presence of:

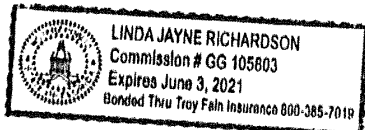
**DREAM FINDERS HOMES, LLC**

[Signature]  
[Print Name] DAVID M. BENTZ

By: [Signature]  
Name: BARRY C. MCGRAW  
Its: V.P.

[Signature]  
[Print Name] Linda J. Richardson

The foregoing instrument was acknowledge before me this 27<sup>th</sup> day of February, 2018, by Barry C. McGraw, the Vice President of Dream Finders Homes, LLC, on behalf of the bank. Such person is personally known to me or produced as identification, and did not take an oath.



[Signature]  
Notary Public, State of Florida  
Name: Linda Jayne Richardson

My Commission Expires June 3, 2021  
My Commission Number is: 68105803

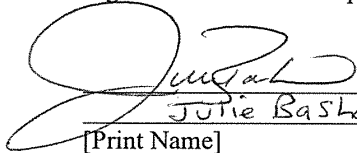


CONSENT AND JOINDER BY MORTGAGEE


The undersigned, **Ameris Bank**, a Georgia state-chartered bank, the Mortgagee under that certain Mortgage of Real Property, Security Agreement of Personal Property and Assignment of Rents and Profits, from Deerfield Holdings, LLC, a Florida limited liability company, as mortgagor, dated October 25, 2017, and recorded at Official Records Book 4454, Page 1445, of the public records of St. Johns County, Florida, (collectively the "Mortgage"), hereby consents to and joins in the recording of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Deerfield Meadows Subdivision, to be recorded in the public records of St. Johns County, Florida.

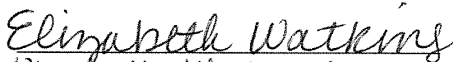
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 26 day of February 2018.

Signed and sealed in the presence of:

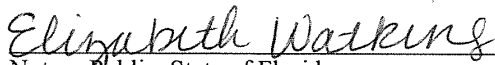
  
\_\_\_\_\_  
Julie Basham  
[Print Name]

**Ameris Bank**, a Georgia state-chartered bank

By:   
Name: Scott Bamford  
Its: V.P.

  
\_\_\_\_\_  
Elizabeth Watkins  
[Print Name]

The foregoing instrument was acknowledge before me this 26 day of FEBRUARY 2018, by SCOTT BAMFORD, the VP of Ameris Bank, a Georgia state-chartered bank, on behalf of the bank. Such person is personally known to me or produced \_\_\_\_\_ as identification, and did not take an oath.

  
\_\_\_\_\_  
Notary Public, State of Florida  
Name: ELIZABETH WATKINS

My Commission Expires 8/14/2018  
My Commission Number is: FF150959

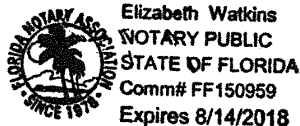


EXHIBIT "A"

Deerfield Meadows PUD

LEGAL DESCRIPTION (BY ANCIENT CITY SURVEYING)

A PARCEL OF LAND SITUATED IN SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89°45'15" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 800.09 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 89°54'48" EAST, A DISTANCE OF 116.47 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE NORTH 01°03'07" WEST, A DISTANCE OF 1,773.50 FEET TO THE SOUTH LINE OF DEERFIELD TRACE AS RECORDED IN MAP BOOK 51, PAGES 98 THRU 104 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°50'09" EAST, ALONG THE SOUTH LINE OF SAID DEERFIELD TRACE, A DISTANCE OF 1,056.00 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°02'50" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,773.63 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID WEST ONE-HALF OF THE WEST ONE-HALF; THENCE SOUTH 89°47'52" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 646.47 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°54'48" WEST, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 409.39 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 1,872,867.63 SQUARE FEET OR 43.00 ACRES, MORE OR LESS, TOGETHER WITH THE EAST 80 FEET OF THE NORTH 40 ACRES, BEING THE NORTH 890 FEET OF THE EAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF WEST 1/4 OF THE NORTHEAST 1/4, SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA THE BASIS OF BEARING FOR THE AFOREDESCRIBED PARCEL IS THE SOUTH LINE OF SAID NORTHWEST QUARTER (1) OF SECTION 24 WHOSE ASSUMED BEARING BEARS S 89° 48' 39" W.

ORDINANCE NUMBER 2017 - 47

**AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, APPROVING A MAJOR MODIFICATION TO THE DEERFIELD MEADOWS PLANNED UNIT DEVELOPMENT (PUD), ORDINANCE NO. 2004-20, AS AMENDED; MAKING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the development of the lands within this Major Modification shall proceed in accordance with the application, dated June 9, 2017, in addition to supporting documents and statements from the applicant which are a part of **Zoning File MAJMOD 2017-13 Deerfield Meadows PUD** for a Major Modification to the Deerfield Meadows PUD, Ordinance Number 2004-20, as amended and as approved by the Board of County Commissioners, and incorporated by reference into and made part hereof this Ordinance. In the case of conflict between the application, the supporting documents, and the below described special provisions of this Ordinance, the below described provisions shall prevail.

**SECTION 1.** That development of lands within the Deerfield Meadows PUD described in the attached Exhibit A, shall be zoned and proceed in accordance with Ordinance Number 2004-20, as amended, including the Application for Major Modification and attached hereto and made a part hereof as Exhibit B and Exhibit C.

**SECTION 2.** That the need and justification for modification of the Deerfield Meadows PUD, Ordinance Number 2004-20, as amended, has been considered in accordance with Section 5.03.05.C of the St. Johns County Land Development Code and the St. Johns County Comprehensive Plan, whereby:

1. The request for a Major Modification has been fully considered after public hearing with legal notice duly published as required by law.
2. As modified, the Deerfield Meadows PUD is consistent with the goals, objectives and policies of the 2025 St. Johns County Comprehensive Plan.
3. As modified, the Deerfield Meadows PUD is consistent with Part 5.03.05.C of the St. Johns County Land Development Code, which provides conditions for Major Modifications to approved PUDs/PRDs.
4. As modified, the Deerfield Meadows PUD is consistent with Part 5.03.00 of the St. Johns County Land Development Code, which provides standards for Planned Unit Developments and with the General Standards of Section 5.03.02 with respect to (B) location; (C) minimum size, (D) compatibility, and (E) adequacy of facilities.

- 5. The Master Development Plan Map and Text for the Deerfield Meadows PUD meet all requirements of Section 5.03.02.G of the St. Johns County Land Development Code.
- 6. As modified, the Deerfield Meadows PUD does not adversely affect the orderly development of St. Johns County and is compatible and consistent with the development trends of the surrounding area.

**SECTION 3.** That all other provisions of Ordinance 2004-20, as amended, not in conflict with the provision of this Ordinance shall remain in full force and effect.

**SECTION 4.** Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, the Concurrency Management Ordinance and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or special use shall be prohibited except where allowed by the Land Development Code. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, comprehensive plan or any non-Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein. Notwithstanding any provision of this ordinance, no portion of any use restriction, title conditions, restriction or covenant shall be deemed waived or varied by any provision herein.

**SECTION 5.** That the terms of this modification to the Deerfield Meadows PUD shall take effect immediately upon receipt of this Ordinance by the Secretary of State.

**SECTION 6.** This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

**PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 3rd DAY OF October 2017.**

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

BY: \_\_\_\_\_  
James K. Johns, Chair

RENDITION DATE OCT 05 2017

ATTEST: Hunter S. Conrad, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

EFFECTIVE DATE: OCT 09 2017



## Legal Description – EXHIBIT “A”

Deerfield Meadows PUD

## LEGAL DESCRIPTION (BY ANCIENT CITY SURVEYING)

A PARCEL OF LAND SITUATED IN SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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THE AFOREDESCRIBED PARCEL CONTAINS 1,872,867.63 SQUARE FEET OR 43.00 ACRES, MORE OR LESS, TOGETHER WITH THE EAST 80 FEET OF THE NORTH 40 ACRES, BEING THE NORTH 80 FEET OF THE EAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE WEST  $\frac{1}{4}$  OF WEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA THE BASIS OF BEARING FOR THE AFOREDESCRIBED PARCEL IS THE SOUTH LINE OF SAID NORTHWEST QUARTER ( $\frac{1}{4}$ ) OF SECTION 24 WHOSE ASSUMED BEARING BEARS S 89° 48' 39" W.

**EXHIBIT B**  
**MASTER DEVELOPMENT PLAN TEXT**  
**Deerfield Meadows Planned Unit Development**

**SECTION I - INTRODUCTION**

The Deerfield Meadows Planned Unit Development (PUD 2003-11) was approved by St. Johns County Ordinance 2004-20 and is currently subject to active construction plans.

**A. Location:** The property consists of approximately 44.61 acres, described by the Legal Description - Exhibit A. The property is currently zoned Planned Unit Development and is situated in St. Johns County south of the Watson Road Extension. The property is west of the railroad tracks, east of a large tract of Rayonier Timberlands property, south of the Deerfield Trace subdivision and Watson Road, and north of additional Rayonier lands. It is located within the Residential "B" category on the Future Land Use Map (FLUM) of the St. Johns County Comprehensive Plan, which allows for residential uses, including those proposed within this application.

**B. Surrounding Uses:** The overall area is predominantly residential and the surrounding uses include vacant land that will contain single family residences to the north (within the new Deerfield Trace subdivision), vacant land south and west, and a nonconforming industrial park with associated industrial uses to the east. The site is vacant, but includes a variety of trees, and small areas of wetlands, which extend off of the property.

**SECTION II - SITE DEVELOPMENT CRITERIA**

**A. Project Description:** The real property consists of approximately 44.61 acres located south of the Watson Road Extension, south of the proposed Deerfield Trace Subdivision. The property is currently Planned Unit Development (PUD) to allow for the construction of up to seventy-four (74) single family detached residential units with associated recreation and ancillary facilities. The development is known as **Deerfield Meadows Planned Unit Development (Deerfield Meadows PUD)**.

The Master Development Plan, indicates the general layout of the site for construction of seventy-four (74) single family residential homes. The property will be accessed via a roadway, Deerfield Forest Drive, which also provides access to and through the Deerfield Trace subdivision. The development will be served by central water and sewer. The design incorporates common open space central to the development, as well as varied active and passive recreation opportunities, exceeding the standards of the County's Land Development Code. The location of the property, as well as the design of the site, will provide privacy and buffering. The design provides for a significant amount of open space and recreation areas central to the site and most of the lots are located along the PUD perimeter buffer (which will provide for the preservation of a significant number of trees) or central to the site (along the open space/recreation area), or along the "ponds" that are to be constructed as a part of the stormwater management system. Along the perimeter of the project, the minimum ten (10) foot landscaped or natural buffer, combined with the natural wetland areas that will remain undisturbed, will afford privacy for the residents adjacent to Deerfield Trace, as well as provide for buffering from the potential nonconforming industrial area to the east and future uses to the south and west. Two buildings have been constructed on the Industrial Park lots that would be adjacent to the entry road and ponds within this development. A platted access and utility easement through the Deerfield Trace was provided for to serve this development.

September 19, 2017

ST. JOHNS  
  
LAW GROUP

**B. Development Size:** There is a total of approximately 44.61 acres of property, with 36.66 acres to be developed (35.89 acres of uplands with 0.77 acres of impact).

**C. Wetlands:** The 44.61 acre site contains 8.73 acres of jurisdictional wetlands. Existing vegetation and soils within the wetland areas will be preserved, with the exception of a number of small isolated wetland areas near the center of the site, which total 0.77 acres in size, which will be impacted and filled in accordance with all appropriate permits. Other than this small wetland area mentioned, the applicant plans to maintain as much of the vegetation as possible within the development.

**D. Development Area:** The project will use a total of 36.66 acres of developable property, providing for 35.89 upland acres and the 0.77 acres of isolated wetlands to be filled.

**E. Dwelling Units:** The site is planned for seventy-four (74) single family residential homes on 44.61 acres for an overall gross density of 1.66 units per acre and a net density of 2.02 units per acre, based upon 36.66 developable acres at two (2) units per acre and the 7.96 wetland acres at ten (10) percent times (2) units per acre for the wetland bonus. This allows for 74.91 dwelling units in the development. It should be noted that the property is located within the Residential "B" FLUM category, which provides for a density of two (2) units per acre. The density for this project is therefore, well within the allowable density for the area, and provides for lot sizes and unit types consistent with the overall area.

Population for the development, based upon 2.44 residents per household, will equal approximately 181 residents at build-out. At a ratio of 0.44 children per household, the project will generate approximately thirty-three (33) school age children. The developer will provide disclosure documents announcing the potential for school children to be rezoned (to different schools) within the sales literature.

**F. Non-Residential Development:** All site development is for residential use.

**G. Site Development Criteria:**

**1. Lot Sizes and Building Area:** Lot sizes shall meet a minimum size of 7,000 square feet, with a minimum seventy (70) foot frontage (as calculated pursuant to Section 6.01.03A of the Land Development Code) and a one hundred (100) foot depth. Lots along the curves of the roadways or cul-de-sacs not meeting the minimum dimension at the minimum required Front Yard defined in Table 6.01, the Front Yard shall be extended to the point at which the minimum dimension is met pursuant to LDC Section 6.01.03.I. Maximum impervious surface shall be seventy percent (70%) and maximum lot coverage shall be fifty percent (50%) per lot. Maximum lot coverage for the overall development shall not exceed twenty five percent (25%).

**2. Permitted Uses:** The development will be constructed in an orderly manner, and the allowable uses will include residential uses as defined within the Land Development Code, allowing for detached single family residential dwellings. In addition, all typical residential accessory and ancillary uses will be allowed as outlined within the Land Development Code.

**3. Setbacks:** Building setbacks shall be measured per the Land Development Code and shall be as follows:

Front	20 ft. to face of garage 15 ft. to face of home
Side	7.5 ft.
Rear	10 ft.

September 19, 2017



- Corner lots shall be allowed to have 2 Front Yards. The setbacks for corner lots shall be a minimum of 20 ft. for one Front Yard and a minimum of 10 ft. for the other Front Yard. The reduction of the second front yard to 10 ft. shall only be allowed provided site distance and visibility is not impacted.
- A minimum of 10 ft. shall be maintained between structures. All structures shall have a minimum separation, as measured from the furthest projection of any other structure to the furthest projection of any other structure. Setbacks shall be measured from the furthest projection.
- See Waivers Section T for waiver to secondary front yard and waiver to front yard setback to 15 ft.

**4. Building Height:** Buildings shall not exceed thirty-five (35) feet in height.

**5. Parking:** The required two (2) parking spaces per residential unit will be provided by a minimum two (2) car garage with a driveway apron large enough to accommodate two (2) vehicles. No parking will be provided for within the open space/recreation areas, as the neighborhood is small enough to provide for pedestrian access, and all the facilities will be oriented to pedestrian traffic.

**6. Signage:** The applicant is requesting the following signs, with construction of the signs conforming to the Land Development Code requirements in effect at the time of permitting.

a. One (1) subdivision identification monument-type sign, as shown on the Master Development Plan at the entrance to the development, within the east buffer area. (A waiver to provide for the sign location within the buffer is included in Section T. Waivers, Variances and Deviations). The sign may either be single or double sided, limited to a maximum size of thirty-two (32) square feet (per side), a maximum height of twelve (12) feet and may be lighted or illuminated. The applicant may construct a fence, masonry wall, berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature and the sign may be incorporated into a wall or fence.

b. One (1) on-site temporary project sales sign, conforming to the requirements of the Land Development Code, will be allowed near the entrance to the property, which must be removed within thirty (30) days after the last lot is sold. The sign may be two (2) sided but must have a maximum ADA of six (6) square feet.

c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of a sales office, recreation areas, etc. Such signs will be a maximum of three (3) square feet in size.

**7. Fencing:** A maximum six (6) foot high opaque or chainlink fence will be allowed in the rear and rear/side yards in accordance with the requirements of the St. Johns County Land Development Code. Front yard fencing will be allowed only for decorative fencing such as picket or split rail and no higher than four (4) feet in height. Perimeter fencing of a unified design may be installed around the project's boundary up to a maximum of six (6) foot high.

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ST. JOHNS  
LAW GROUP



**8. Driveways:**

- a. Driveways may be located within setbacks provided they maintain a minimum five (5) foot setback from the side property line.
- b. Corner lots. Driveway connections serving corner lots are not permitted on the secondary front yard when the secondary front yard has been reduced.

**H. Infrastructure:**

**1. Stormwater:** Stormwater will be handled on site within retention areas throughout the site with conveyance via the roadways and/or piping within appropriate easements. The drainage structures and facilities will be designed and constructed in compliance with the Land Development Code in effect at the time of permitting, subject to the permitting requirement of the St. Johns River Water Management District.

**2. Vehicular Access/Interconnectivity:** Access to the property will be provided to Watson Road by an improved road through the portion of the property identified on the Master Development Plan Map as right-of-way between this development and Watson Road, which was constructed as an improvement within Deerfield Trace Subdivision. Road rights-of-way within the development will start at sixty (60) feet narrowing from the eighty (80) foot Right-of-way for Deerfield Forest Drive (within Deerfield Trace Subdivision) narrowing to a minimum right-of-way width of fifty (50) feet with an additional ten (10) foot utility easement on either side of the roadway beyond the "future access" and within the "lot" areas. Roads will be constructed in accordance with curb and gutter standards as stipulated within the St. Johns County Land Development Code. Roadways will be requested for dedication to St. Johns County.

Interconnectivity for the project is provided from Watson Road via the access road through Deerfield Trace Subdivision and via a sixty (60) foot "future access" provided for future development of the properties to the west. No access or future road connections are provided along the southern portion of the site, as it contains a significant wetland system, which extends off of the site. The eastern boundary is permitted and used for an industrial park and no vehicular connection is planned, although pedestrian access will be afforded by sidewalks within this development as well as within Deerfield Trace Subdivision, which will connect along Watson Road.

**3. Pedestrian Access / Sidewalks:** Sidewalks shall be a minimum of four (4) feet wide and will be provided along one (1) side of the interior roadway and will connect to the adjacent development. In the case when lots directly front on a road, the sidewalks will be constructed upon completion of construction of the house. However, common area sidewalks located along the park, lake and open space areas will be constructed during the roadway construction phase, in the locations indicated by shading on the Master Development Plan Map.

**4. Parks / Recreation:** Both active and passive recreation opportunities are provided as shown on the Master Development Plan, labeled as Recreation Area. The active park is a total of 1.0 acres of active park land. This park area meets the one (1) acre minimum required and is located in the central portion of the site for access by all of the residents. It will include a children's play area, benches and picnic tables.

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**5. Open Space:** Forth-one percent (41%) of the site, or approximately 18.73 acres of open space and greenspace will be provided. This includes the active recreation area as well as the other open areas, the perimeter natural buffers, and the jurisdictional wetland areas. The location of the open space provided throughout the development is indicated on the Master Development Plan. This open space will provide visual interest, separation from the adjacent exterior and interior residences and will provide buffering to other land uses.

**6. Potable Water/Sanitary Sewer:** Central water and sewer service will be provided by the St. Johns County Utility Department. Plans are to extend the County lines down Watson Road and connect at Deerfield Forest Drive.

**7. Fire Protection:** The applicant will comply with the requirements of Section 6.03 of the St. Johns County Land Development Code, including installation of fire hydrants.

**8. Solid Waste:** Solid waste will be handled by the licensed franchisee in the area.

**9. Utilities:** All electrical and telephone lines will be installed underground on the site. Electrical power will be provided by Florida Power and Light Company.

**I. Potable Water/Sanitary Sewer:** Central water and sewer service will be provided by the St. Johns County Utility Department, connecting to lines extended along Watson Road via connection to the lift station to be installed within the Deerfield Trace Subdivision in the location shown on the Master Development Plan Map. A tract within this PUD has been designated for access to this lift station and all appropriate easements will be provided to the Utility Department as required at the time of Construction Plan review. Should the lift station not be provided within the Deerfield Trace Subdivision in the area indicated on the Master Development Plan Map, and therefore not available for connection, then the applicant will file the necessary documents to revise this PUD.

Water distribution and wastewater collection/transmission facilities will be dedicated to St. Johns County. With a total of seventy-four (74) homes, it is estimated that there will be fifty-eight (58) - three (3) bedroom homes @ 300 gpd, and eighteen (18) - four (4) bedroom homes @ 400 gpd. Therefore, when complete, the project will utilize approximately 24,000 gpd of potable water and require the treatment of approximately 24,000 gpd of sanitary sewer.

- A. All utility construction projects are subject to the current construction standards within the Manual of Water, Wastewater, and Reuse Design Standards & Specifications at the time of review.
- B. Utility connection points shall be installed as listed in the availability letter or as directed otherwise by the St. Johns County Utility Department to minimize impact to the existing infrastructure or to the existing level of service.
- C. Water and/or sewer lines that are to be dedicated to the St. Johns County Utility Department for ownership that are not in the public right-of-way shall require an easement/restoration agreement.
- D. No improvements such as pavement, sidewalks, and/or concrete walks are to be placed on top of water and/or sewer pressurized mains unless otherwise approved by SJCUD. Landscaping trees and landscaping buffers shall be placed at a minimum of 7.5 feet away from the centerline of utility pipelines.

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**J. Topography and Soils:** Site elevations range from twenty-seven (27) to thirty-four (34) foot elevations. The property falls within Zone C of the Federal Emergency Management Agency (FEMA) flood zone, outside any one hundred (100) or five hundred (500) year floodplains.

The Soil Survey for St. Johns County prepared by the U.S. Department of Agriculture, Soil Conservation Service, identifies three (3) main soil types on the site: 9 Pomona fine sand, 18 Floridana fine sand, and 36 Riviera fine sand. The soil types occur generally running east to west parallel to Watson Road.

The 9 Pomona fine sand has 0 to 2 percent slopes. This is a poorly drained, nearly level soil, which is in broad areas in the flatwoods that is located along the northern portion of the site. The water table in this Pomona soil is within a depth of 10 inches for 1 to 3 months and is at a depth of 10 to 40 inches for 6 months or more. During extended dry periods, the water table recedes to a depth of more than 40 inches. Permeability is rapid in the surface and subsurface layers and moderate in the upper part of the subsoil. The natural vegetation includes longleaf pine, slash pine, gallberry, and sawpalmetto. Potential for community development is medium. The main limitation for this use is soil wetness caused by the high water table. Single family dwellings and small commercial buildings require measures for removing excess water. Fill material is needed for elevating building sites in order to increase the effective depth to the high water table.

A small pocket of 18 Floridana fine sand is located in the center portion of the site. It has 0 to 2 percent slopes and is a very, poorly drained, nearly level soil. This Floridana soil is subject to flooding for 1 to 3 months during the rainy season. The water table is at a depth of less than 10 inches for more than 6 months during most years. Permeability is rapid in the surface and subsurface layers and very slow in the subsoil and below. The natural vegetation includes black, tupelo, red maple, sweetgum, cypress, loblolly, waxmyrtle, sawgrass and cinnamon fern. The potential for community development is very low.

The remainder of the site is 36 Riviera fine sand, frequently flooded, has 0 to 2 percent slopes. This is a poorly drained, nearly level soil. The seasonal high water table is within 10 inches of the surface for 2 to 4 months in most years. It is below a depth of 40 inches in the driest seasons. This soil is subject to flooding for up to 3 months during times of high rainfall. Permeability is rapid or very rapid in the surface and subsurface layers, very slow in the subsoil. The natural vegetation includes a few slash pines, cabbage palms, sweetgum, water oaks, waxmyrtle, sawpalmetto, and various ferns. Potential for community development is very low. Excessive wetness and flooding restrict the use of this soil for dwellings, small commercial buildings, and local roads and streets.

**K. Site Vegetation and Habitat:** The site inspection revealed that the property is currently undeveloped land. The property is bounded to the north by vacant land, which is under Construction Plan review and approved for a single family subdivision adjacent to Watson Road, to the east by an existing developed industrial park, and to the south and west by vacant open land. The vegetation on site includes 441 Pine Plantation and 640 Vegetated/Non-Forested Wetland, based upon the Florida Land Use Cover and Classification System (FLUCCS) code as delineated on Exhibit I, Environmental Information (Site Vegetation). The upland portions of the site are the 441 Pine Plantation and the wetlands are the 640 Vegetated/Non-Forested Wetland exists in a few isolated areas on site and within three (3) locations that are connected to off-site wetland systems. Existing vegetation and soils within the wetland areas will be preserved, with the exception of a number of small isolated wetland areas near the center of the site, which total 0.77 acres in size, which will be impacted and filled.

**L. Significant Natural Communities Habitat:** LG 2, Inc. has evaluated the site with regards to Environmentally Sensitive Areas and Significant Natural Communities Habitat (Sec. 4.01.07, St. Johns County land Development Code). The property consists entirely of pine plantation with small, isolated,

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non-forested wetlands. Therefore the property does not contain any Significant Natural Communities Habitat as defined by St. Johns County and/or the Florida Natural Areas Inventory.

In addition, Environmental Services, Inc. spent many hours at the referenced site delineating the wetland boundaries and reviewing the wetland boundaries with the St. Johns River Water Management District. Additionally, the site was specifically surveyed for the presence of species listed as endangered, threatened or species of special concern with the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (FWS). No wading birds were observed in the on-site wetland or in the wetlands located on the adjoining property east. No evidence of an endangered or threatened species was observed, and the likelihood of any other species listed by FWS or FFWCC occurring as permanent residents or nesting on this property is very low.

**M. Historic Resources:** No Archaeological sites were identified on the County Archaeological Site Inventory and no evidence has been found of any historic sites on the property. In addition, the St. Johns County Historical Structures Inventory does not identify this area as having any historical structures. An Archaeological Reconnaissance Study was performed on-site, which did not demonstrate any evidence of any historic sites or structures. A copy of this Study has been provided to the County and to the State.

**N. Buffers:** Buffer areas will be provided as shown on the Master Development Plan and shall include a ten (10) foot landscaped or natural buffer along the perimeter of the entire project, which will maintain the existing trees and vegetation, may be augmented with native/natural vegetation if desired and may contain the subdivision identification sign. The twenty-five (25) foot setback requirement from the Upland Buffer as required in Section 4.01.06.B.2 shall not be required for residential lots adjacent to Contiguous Wetlands when the required Upland Buffer is not included within the platted lots. In this instance, residential lots are subject only to the applicable zoning district minimum setbacks.

The project will provide additional buffering and screening between incompatible land uses, as the project's eastern boundary is adjacent to Industrial Warehouse (IW) zoned property located off of Crescent Technical Court. This 30/C incompatibility buffering and screening will be in accordance with LDC Section 6.06.04.B.5., except as set for in Section T., Waivers herein below.

Land clearing plans will be submitted for the entire development with the Construction Plans and the development will conform to all land clearing and the tree credit/replacement requirements established within the Land Development Code at the time of permitting, with the applicant planning to clear the road rights-of-way and drainage areas, while allowing for lot clearing for individual houses.

**O. Special Districts:** The project is not located within any Special District.

**P. Temporary Uses:** Temporary construction/sales trailers may be utilized and placed on the site upon approval of the construction plans and the locations will be shown on the Construction Plans. The initial construction/sales trailer will be located at the entrance to the development and may then be relocated within the project as the construction stages proceed. Temporary sales trailers will be allowed to remain until completion of the development, but temporary construction trailers must be removed no later than thirty (30) days of approval of the horizontal construction "as-builts".

Model homes may be constructed within each of the development areas, provided the number does not exceed ten (10) percent of the number of units approved in the sub-phase(s) (up to seven). The model homes may be constructed during construction of the infrastructure. They may include sales, administration and construction offices, but only after a certificate of Occupancy is received. Parking for the model homes and sales offices will be located within the adjacent lots. The applicant will provide

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terminating easements to St. Johns County for ingress and egress to all of the model homes under construction, prior to initiation of construction. The applicant understands that no Certificate of Occupancy will be issued until the infrastructure has received official "as-built" approval from the St. Johns County Development Services Department.

**Q. Accessory Uses:** Standard residential accessory uses will be allowed within the building areas of the site, including, but not limited to: decks, patios, air conditioning units, walkways, and sidewalks. Accessory uses and structures will be allowed as per the St. Johns County Land Development Code, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of structure. Specifically:

1. Standard residential accessory uses will be allowed within the building area of the lots, including, but not limited to: decks, patios, pools, pool enclosures, storage sheds, garages, workshops, and guest houses.
2. Structures attached to the residence will be subject to the same setbacks as the residence except for accessory uses, such as decks, patios, and pool enclosures including the pool decking and gazebos, which may be constructed within the rear or side yard setbacks, provided a minimum of five (5) feet is maintained from the property boundary. Air conditioning units and pool equipment are not considered structures and may be included within the setback. See Section T Waivers.
3. Driveways may be allowed within the front and side yard setbacks.
4. Accessory uses, such as Home offices, pets, etc. will be allowed as per the requirements for residential districts stipulated within the Land Development Code.

**R. Phasing:** The Deerfield Meadows PUD shall be permitted in one (1) phase, which will commence within five (5) years of approval, of this PUD and shall be completed within five (5) years of commencement. Construction shall include all horizontal improvements including roads and drainage for the northernmost portion of the development, as well as the entrance features, and the recreation area improvements. Commencement shall be defined as approval of construction plans and completion shall be defined as the installation of all infrastructure and approval of as-builts.

**S. Project Impact:** The property is located within the Residential Density Zone "B" of the 2025 St. Johns County Comprehensive Plan, which allows the types of uses and the residential densities included within the application. The overall area and neighborhood is ideally suited to this type of residential development as it is in close proximity to community facilities and the central portion of the County with associated recreational facilities and shopping. It has excellent access to major roadways and transportation corridors including connection to U.S. Highway One via Watson Road, which connects the development to area employment opportunities and retail activities. The site is located such that the location, size and design of the project will provide privacy and buffering from the other developments in the area and incorporates open space and greenspace interspersed throughout. The project will be served by centralized utilities. The lot sizes and home styles will target both families and retirees, providing for an integrated community. The site design will provide a unique development with most homes being located with perimeter buffers or internally with lakes or wetlands. The centrally located recreation area will allow for neighborhood interaction, whereby residents can meet and enjoy active and passive recreation opportunities in a common area within their immediate neighborhood. Access will be provided for pedestrians.

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The applicant believes that the proposed Planned Unit Development will be of benefit to the future occupants of the project and to the residents of St. Johns County, in that it will further the stated goals and objectives of the County Comprehensive Plan and provide for a more desirable environment than could be accomplished through traditional zoning.

**T. Waivers/Variations/Deviations:** Several special considerations will be necessary to construct the development as defined in this text and as shown on the Master Development Plan. Therefore, the applicant requests the following waivers, variances and/or deviations from the Land Development Code as follows:

**Sign Location:** A waiver to Section 5.03.03A4 is requested to provide for the entrance sign for the development to be located within the ten (10) foot perimeter buffer. This request is needed to provide for the sign on the east side of the road for visibility purposes, which defines the separation between this development and the subdivision it is accessed through, and in order to not encroach on the building lots on the west side. This location maintains the right-of-way change in this location, which is a result of the connection to the roadway within Deerfield Trace Subdivision, which was not a PUD and therefore did not require the ten (10) foot perimeter buffer.

**Front Yard Setback.** Waiver to Land Development Code Section 5.03.03.B.1.c, related to Front Yards, to allow front yard setbacks to be a minimum of 15 ft to the face of the house and 20 ft to the face of the garage. Attached and detached garages will be a minimum of 20 ft from the front property lint measured from the front of the garage. This will allow all homes to be located forward of garages so that garage faces are not the primary visual focus along the street. It will also allow for larger backyards for residents desiring to have swimming pools, etc., while still preserving vehicle parking capacity in driveways.

**Corner Lots.** Waiver to Land Development Code Sections 6.01.03.E.3 and 6.01.03.E.4 to allow second front yard setback to be reduced by 50% on designated corner lots and through lots. The subject lots are corner lots and would otherwise be subject to having two front yards. The requested setback reduction will allow the designated lots to be treated like the others in the neighborhood, thus allowing for houses of similar widths. Without the waiver, some of the houses would have to be narrower in width. The subject lots are entirely within the project and the setback reduction will not be visible outside of the project boundary and, therefore, not impact surrounding properties. Driveway connections are not permitted on the secondary front yard when the secondary front yard has been reduced.

**Incompatibility Buffer and Screening.** Waiver to Land Development Code Section 6.06.04.B.5., to provide enhanced buffering, screening and a six (6) ft tall privacy fence. The Industrial Warehouse (IW) zoned property to the east located on Crescent Technical Court, is significantly separated from the proposed residential construction within the project. Separation between the residential structures will take place in the form of the entry road, Deerfield Forest Drive, retention ponds, and preserved wetlands that will force the single-family lots to be far removed from the east boundary of the project. The physical separation of the future single-family homes from the IW land mitigates the need for a masonry wall. Nonetheless, the project will provide a six (6) ft tall privacy fence on the eastern project boundary, as depicted on the MDP Map. Additionally, the project will provide the enhanced 30/C landscape screening except in the areas of the entry road, Deerfield Forest Drive, retention ponds, and preserved wetlands. This waiver meets the spirit and intent of the LDC's buffer and screening requirements without the need for a masonry wall.

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**U. Ownership/Agreement to Comply:** The applicant (including his successors and assigns) hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD Ordinance for this application as adopted by the St. Johns County Board of County Commissioners. The applicant (including his successors and/or assigns) also agrees to comply with all conditions and safeguards established by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners regarding said PUD specifically outlined as follows:

To the extent that they do not conflict with the unique specific and detailed provisions of this approved PUD Ordinance, all provisions of the Land Development Code, as such may be amended from time to time, shall be applicable to this development; except (a) that modification to this PUD by variance or special use shall be prohibited; and except (b) to the degree that the development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency 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.

All drainage facilities and common areas, located within the **Deerfield Meadows PUD** for the common use and benefit of all property owners, shall initially be constructed, owned and maintained by the Applicant, his successors and/or assigns. Upon completion of construction of such common facilities and at the time established by the Homeowners Association documents, the Applicant will transfer ownership and maintenance responsibilities to the Deerfield Meadows PUD Homeowners Association, a non-profit corporation established under the laws of the State of Florida. The site shall be maintained in a clean and orderly manner in accordance with all provisions of this PUD and conditions included within the adopting Ordinance. Legal documents and agreements for common ownership by property owners and/or a property association, shall meet the requirements of the St. Johns County Land Development Code in effect at the time of establishment. Roads will be requested for dedication to St. Johns County.

**V. Future Land Use Designation:** The property is located wholly within the Residential Density Zone "B" on the 2025 Future Land Use Map (FLUM) of the St. Johns County Comprehensive Plan.

### SECTION III. SUMMARY AND CONCLUSIONS

The need and justification for approval of the **Deerfield Meadows PUD** has been considered in accordance with the St. Johns County Land Development Code and the St. Johns County Comprehensive Plan, whereby, it is found that:

**A. Consistency with Comprehensive Plan:** Development of the subject project is consistent with the St. Johns County Comprehensive Plan, including Goal A.1 "To effectively manage growth", Objective A.1.2 Control of Urban Sprawl (specifically A.1.2.2), Objective A.1.3 Surrounding Land Use (it is compatible, per Policy A.1.3.11 with the adjacent approved residential development to the north). The particular type of activities proposed, meet the compatibility index requirement contained with Policy A.1.3.11 and the project additionally satisfies Objective A.1.13 Community and Neighborhood Creation and Preservation.

The project is located within the Residential Density Zone "B" category of the 2025 St. Johns County Comprehensive Plan making the proposed rezoning consistent with the Comprehensive Plan as defined within the Textual Appendix to the Future Land Use Element, Section 1 (a)(i) Residential Uses - Variable

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and Optional Density Systems for the "B" Zone and (iii) Residential Permitted Uses and is not incompatible with present or future land uses.

**B. Location:** The project is located within a Residential Density Zone "B" on the 2025 FLUM, which district allows the type of development envisioned within the PUD. Therefore, the project conforms to the requirements for location as stipulated within the Land Development Code.

**C. Minimum Size:** The area encompassed by this project is greater than the minimum size criteria for development of a typical single family residential development under the criteria established within Section 6 of the Land Development Code.

**D. Compatibility:** The project, when developed in accordance with the conditions stipulated within the application and imposed by the Ordinance, will not adversely affect the orderly development of St. Johns County as embodied in the St. Johns County Land Development Code and the St. Johns County Comprehensive Plan, as the proposal is in conformance with the Plan and its goals and objectives. It will not adversely affect the health, safety and welfare of the residents or visitors to the area, nor be detrimental to the natural environment or the development of adjacent properties or the neighborhood. As a result of the conditions and safeguards included in the application, this development will provide for needed affordable housing and will be beneficial to the area as a whole.

This PUD provides for strict regulation and maintenance of the project to provide the County assurance of an attractive and beneficial asset. The project has available and adequate public facilities and services are available to support it. When developed in accordance with the conditions stipulated in the PUD application, the PUD will be consistent with the development of the property in the area and will be compatible with the desired future development of the area.

**E. Adequacy of Public Facilities:** The subject property and future project is served by a major transportation system, central water and sewer and will provide on-site stormwater and drainage facilities that mitigate any off-site drainage impacts.

**F. Relation to PUD Regulations:** The subject project meets all applicable requirements of Section 5.03.00 Planned Unit Development districts, as well as general zoning, subdivision and other regulations except as may be waived pursuant to Subsection 5.03.02 (F) of the Land Development Code.

**G. Master Development Plan:** The Master Development Plan Text and Map for this project meet all requirements of Section 5.03.02 (G) of the Land Development Code.

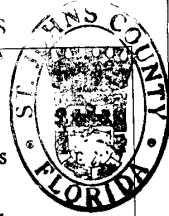
Therefore, the type of uses included in the application will be compatible with the emerging development patterns of the area, are consistent with the St. Johns County Comprehensive Plan and all County requirements and guidelines, as well as consistent with the overall development trend for the area, and hereby request approval.

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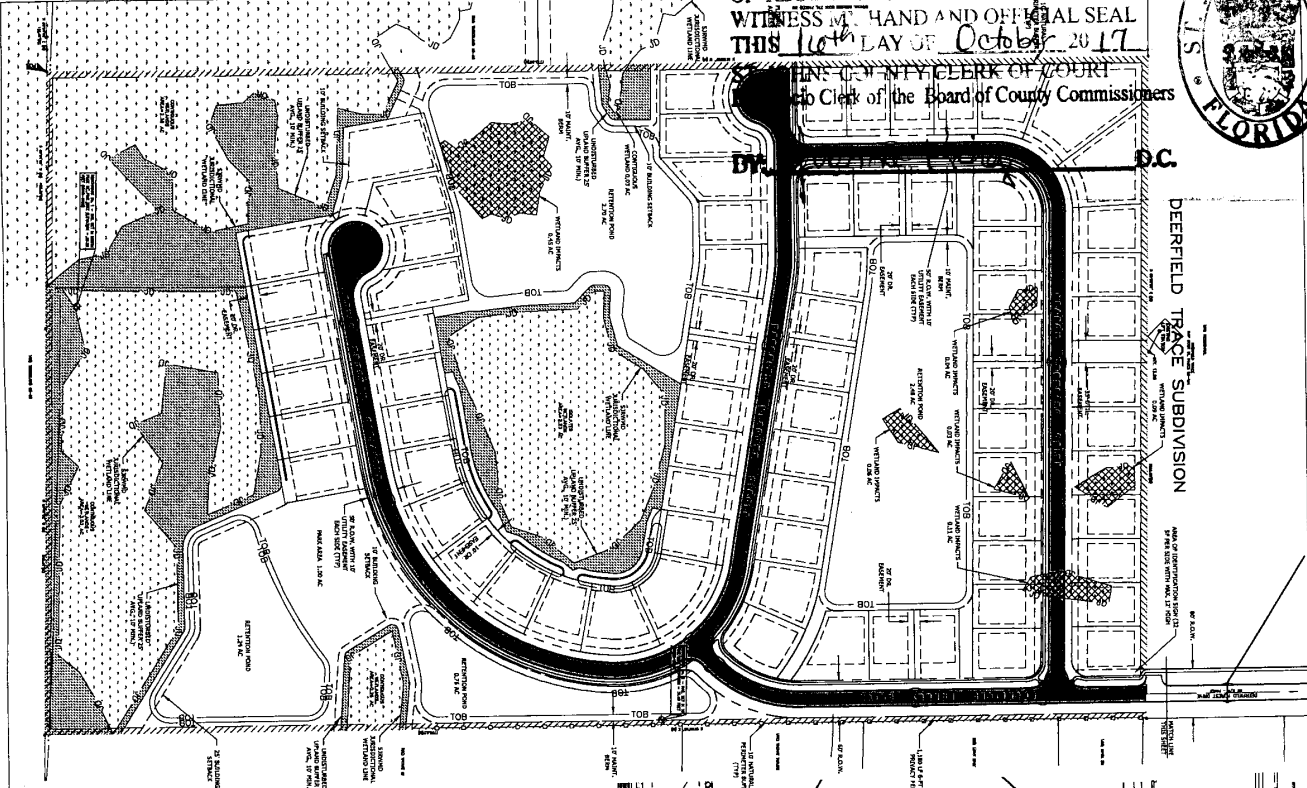
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HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 16th DAY OF October 2017



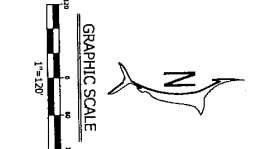
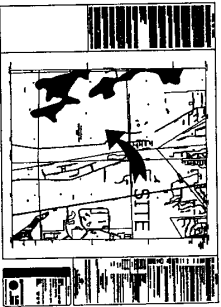
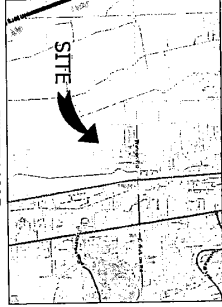
\_\_\_\_\_, City Clerk of Court  
 \_\_\_\_\_, Clerk of the Board of County Commissioners



DEERFIELD TRACE SUBDIVISION

**SITE AREA CALCULATIONS**

TOTAL SITE (SEE LEGAL DESC. BELOW)	1,943,278 SF - 44.61 AC
PROPOSED PAVEMENT/WALKS	142,508 SF - 3.27 AC
LOT AREA (SEE LEGAL DESC. BELOW)	527,278 SF - 12.04 AC
GREEN SPACE	813,580 SF - 18.73 AC
NUMBER OF LOTS	43,579 SF - 1.00 AC
PARK AREA	33,272 SF - 0.77 AC
WETLANDS (APPROX.)	346,475 SF - 7.96 AC
WETLANDS PRESERVED	1,586,802 SF - 36.18 AC
PARCEL NUMBER(S)	180428-0021
ST. ADDRESS	DEERFIELD TRACE, UNIT 1
ST. ADDRESS	12109002011



**LEGEND:**

- CONSERVATION AREA
- UNDISTURBED UPLAND BUFFER
- PERIMETER BUFFER
- DRAINAGE/UTILITY DISCHENTS
- PAVEMENT

- NOTES:**
1. RIGHT OF WAY WIDTHS ARE AS FOLLOWS: (a) FOR EXISTING RIGHT OF WAY, (b) FOR PROPOSED RIGHT OF WAY, (c) FOR OTHER RIGHTS OF WAY.
  2. A 4' FENCELINE WILL BE PROVIDED ON ONE SIDE OF EACH ROADWAY.
  3. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL AND UNDISTURBED.
  4. ALL UPLAND BUFFERS WILL BE IDENTIFIED AND STAKED WITH SILENT PINK AND PROTECTIVE SIGNAGE INSTALLED BY 9:00 AM ON THE DAY OF THE SITE IS COVENANT LIAISON OR COMMITMENT MEETING. NO LATER THAN 10:00 AM ON THE DAY OF THE MEETING. ALL LOTS ARE WITHIN FLOOD ZONE X.
  5. THE APPLICANT HAS ASSIGNED AS ASSIGNED SHALL BE THE RESPONSIBLE PARTY IN THE EVENT THERE IS AN UNAUTHORIZED IMPACT TO THE UPLAND BUFFER AREA.
  6. THE PROPOSED UPLAND BUFFER LINE, UPLAND BUFFER, AND UPLAND BUFFER SIGNAGE WILL BE IDENTIFIED AND STAKED BY THE APPLICANT AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ST. JOHNS COUNTY WATER MANAGEMENT DISTRICT.
  7. THIS PROJECT IS USING AN AEROSOL UNDISTURBED UPLAND BUFFER SIGNAGE WHICH IS IDENTIFIED BY THE APPLICANT AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ST. JOHNS COUNTY WATER MANAGEMENT DISTRICT.
  8. DEERFIELD TRACE DRIVE IS A CONTINUATION OF DEERFIELD TRACE DRIVE AS SHOWN ON DEERFIELD TRACE SUBDIVISION CONNECTION TO WETLANDS.

LEGAL DESCRIPTION (BY ANCIENT CITY SURROUND)  
 A PARCEL OF LAND SITUATED IN SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE NORTH 89°45'15" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 89°34'45" EAST, A DISTANCE OF 116.67 FEET TO THE POINT OF BEGINNING FOR THE HEREBY DESCRIBED PARCEL, THENCE NORTH 01°03'00" WEST, A DISTANCE OF 117.75 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH 89°45'15" WEST, A DISTANCE OF 1,000.00 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH 89°45'15" WEST, A DISTANCE OF 1,000.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH 89°45'15" WEST, A DISTANCE OF 44.47 FEET TO A CORNER, THENCE SOUTHWEST ALONG SAID CORNER, A DISTANCE OF 409.39 FEET TO THE POINT OF BEGINNING.  
 THE ABOVE DESCRIBED PARCEL COULD BE A CONTINUATION OF DEERFIELD TRACE DRIVE AS SHOWN ON DEERFIELD TRACE SUBDIVISION CONNECTION TO WETLANDS.

APPROVED: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 COORDINATE NUMBER: \_\_\_\_\_  
 FILE NUMBER: \_\_\_\_\_

**REVISIONS**

NO.	DATE	BY	DESCRIPTION

**Gulfstream**  
 204 ANAHEIM BLVD., SUITE 100, MIAMI, FL 33139  
 TEL: 305.444.4444 FAX: 305.444.4444  
 WWW.GULFSTREAM.COM

**MASTER DEVELOPMENT PLAN  
 DEERFIELD MEADOWS  
 EXHIBIT C  
 ST. JOHNS COUNTY, FL**