

Work Request No. 7214677 **UNDERGROUND EASEMENT (BUSINESS)**
Sec. 34, Twp 7 S, Rge 30 E
Parcel I.D. 164165-0000
(Maintained by County Appraiser)
This Instrument Prepared By
Name: James N. McGarvey Jr.
Co. Name: Ocean Ridge Developers, LLC
Address: 1102 AIA N, Ste 102
Ponte Vedra Beach, FL

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

see Exhibit A attached

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 6-28, 2017

Signed, sealed and delivered in the presence of:
Patricia H. Gray
(Witness' Signature)
Print Name: Patricia H. Gray
(Witness)
Dinah Robertson
(Witness' Signature)
Print Name: Dinah Robertson
(Witness)

Ocean Ridge Developers, LLC
By: James N. McGarvey Jr.
Print Name: James N. McGarvey Jr.
Print Address: 1102 AIA N. suite 102
Ponte Vedra Beach, FL 32082

STATE OF Florida AND COUNTY OF St. Johns. The foregoing instrument was acknowledged before me this 28 day of June, 2017, by James N. McGarvey Jr., the Manager of Ocean Ridge Developers, LLC a limited liability company, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires: 2-21-2020

Patricia H. Gray
Notary Public, Signature
Print Name Patricia H. Gray



Exhibit A

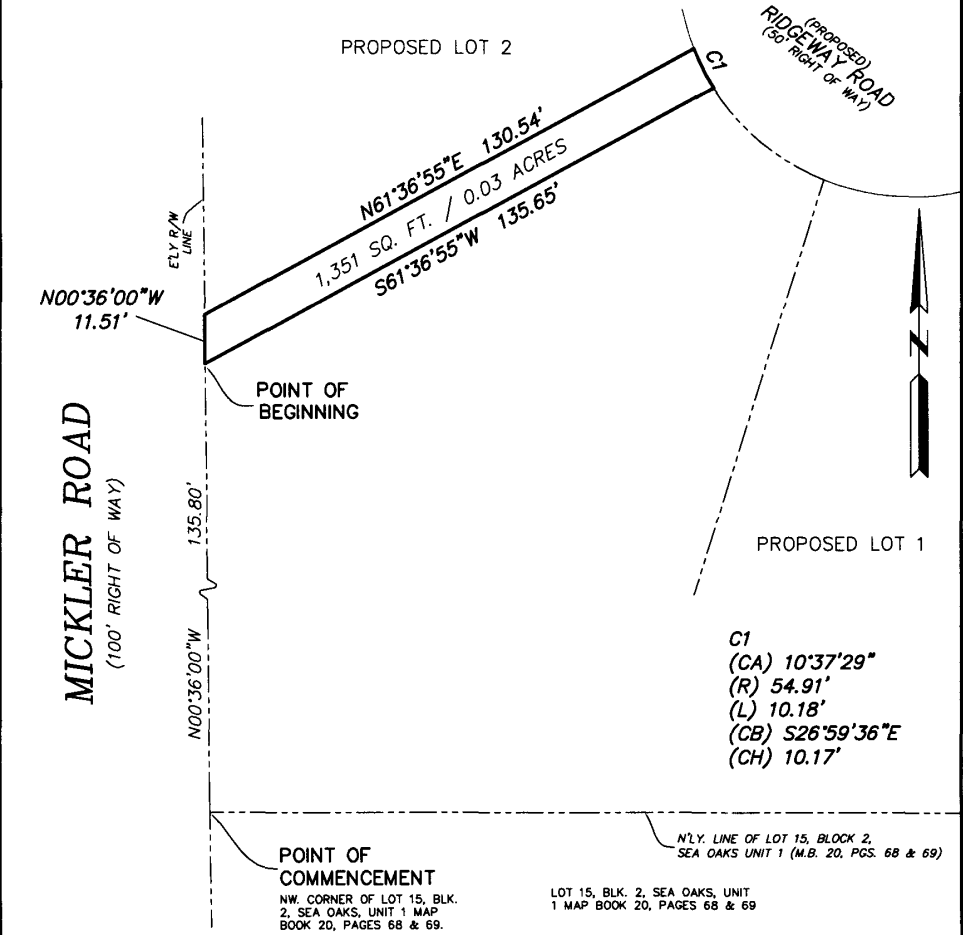
MAP SKETCH AND LEGAL DESCRIPTION OF:

A PORTION OF GOVERNMENT LOT 7, SECTION 34, TOWNSHIP 7 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,

LEGAL DESCRIPTION:

A PARCEL OF LAND IN GOVERNMENT LOT 7, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCEMENT AT THE NORTHWEST CORNER OF LOT 15, BLOCK 2, SEA OAKS UNIT 1, AS RECORDED IN MAP BOOK 20, PAGES 68 AND 69, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MICKLER BOULEVARD, SAID EAST LINE OF BOULEVARD BEING 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 135.80 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG LAST MENTIONED EAST LINE, A DISTANCE OF 11.51 FEET; THENCE NORTH 61 DEGREES 36 MINUTES 55 SECONDS EAST, DEPARTING AFOREMENTIONED EAST LINE, 130.54 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 54.91 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, AN ARC DISTANCE OF 10.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 00 MINUTES 49 SECONDS EAST, 10.17 FEET; THENCE SOUTH 61 DEGREES 36 MINUTES 55 SECONDS WEST, 135.65 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 1,351 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH
PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

1. Bearings are based on the BEARINGS BASED ON THE EASTERLY RIGHT OF WAY LINE OF MICKLER ROAD. BEARING N00°36'00"W.
2. This is ~~NOT~~ A SURVEY.
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- x-x DENOTES 6" WOOD FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (CLAMP), UNLESS NOTED
- x DENOTES CROSS CUT

Date: 4-12-2017
Scale: 1"=30'
Job No. 2006-244-17
F.B. N/A
Page: N/A
Comp. File: 6-244-17.dwg
Drawn By: G.J.B.

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
Fax (904) 721-5758
Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 46-17, (formerly CHAPTER 1157-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.067, FLORIDA STATUTES.

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED
LAND SURVEYOR, CERTIFICATE No. 5843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY	
ABBREVIATION	DEFINITION
PCP	Permanent Control Point
PRM	Permanent Reference Monument
POB	Point of Beginning
PC	Point of Curvature
PT	Point of Tangency
PRC	Point of Reverse Curvature
POC	Point of Compound Curvature
R/W	Right of Way
OR	Official Records Book or Volume
P.B.	Plat Book
Page	Page
BRL	Building Restriction Line
EASE	Easement
(R)	Radial
ABBREVIATION	DEFINITION
L.B.	Licensed Business
RLS	Registered Land Surveyor
E.A.	Jacksonville Electric Authority
EQUIP	Equipment
A/C	Air Conditioner
CATV	Cable Television
RP	Record Plot
(F.M.)	Field Measured
R=	Radius equals
L=	Arc Length equals
D=	Chord Bearing & Distance equals
Δ=	Delta or Central Angle equals
IP	Iron Pipe
CONC	Concrete

CONSENT AND JOINDER OF MORTGAGEE

FirstAtlantic Bank a Federal Savings Bank, as the owner and holder of that certain mortgage executed by Ocean Ridge Developers, LLC, a Florida limited liability company, to the undersigned and recorded in Official Records Volume 4158, at page 999, of the current public records of St. Johns County, Florida (the "Mortgage"), hereby consents to and joins in the easement to which this Consent and Joinder is attached, and further agrees that the Mortgage shall hereafter be subject and subordinate to the terms set forth in said Declaration.

WITNESSES

[Signature]

Name printed: Erin M Sweet

Name printed: _____

FirstAtlantic Bank, a Federal Savings Bank

By: [Signature]

Name Printed: Mike E McCorvey
Its: SVP

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 29 day of June 2017, by Mike E McCorvey, as SVP of FirstAtlantic Bank, a Federal Savings Bank, on behalf of the Bank.

Tiffany G Peacock
(Print Name TIFFANY PEACOCK)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

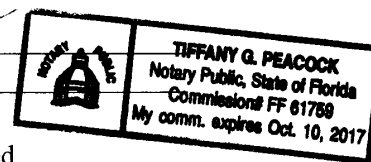
My Commission Expires: _____

Personally Known ☒

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



This instrument was prepared by:
Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

Public Records of St. Johns County, FL
Clerk number: 2017046031
BK: 4399 PG: 587
7/5/2017 3:58 PM
Recording \$61.00

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "**Amendment**") is made and entered into by and between **OCEAN RIDGE DEVELOPERS, LLC**, a Florida limited liability company, whose mailing address is 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082 ("**Ocean Ridge**"), and the **CITY OF ST. AUGUSTINE BEACH, FLORIDA**, a municipal corporation of the State of Florida whose address is 2200 State Road A1A South, St. Augustine Beach, Florida 32080 (the "**City**") (with Ocean Ridge and the City sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, on December 2, 2009, Runk Properties, Inc. and the City entered into that certain Easement Agreement recorded in Official Records Book 3303, Page 1131, Public Records of St. Johns County, Florida (the "**Easement Agreement**"), which granted to the City a permanent, non-exclusive easement for the purpose of operating, maintaining, repairing, replacing and managing the Sea Oaks surface stormwater system (the "**Easement**"); and

WHEREAS, the Easement Agreement provides that the Easement shall be forty (40) feet wide until such time as an underground drainage structure is placed within the 40-foot easement, at which time the Easement shall revert to a twenty (20)-foot easement; and

WHEREAS, the City has installed an underground drainage structure within the Easement, and thus the Easement has reverted to a width of twenty (20) feet; and

WHEREAS, Ocean Ridge, as successor in interest to Runk Properties, Inc. as owner of the real property underlying the Easement, and the City hereby agree and acknowledge that the underground drainage structure has been constructed and that the Easement is now twenty (20) feet in width, instead of forty (40) feet in width; and

WHEREAS, pursuant to Section 4 of the Easement Agreement, Ocean Ridge and the City are entering into this Amendment to reduce the width of the Easement in the Public Records of St. Johns County, Florida.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Ocean Ridge and the City, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and they are hereby incorporated into and made a part of this Amendment.

Document re-recorded to add a page.

2. Defined Terms. Capitalized terms appearing in this Amendment that are defined in the Easement Agreement and not defined differently in this Amendment shall have the meanings assigned to them in the Easement Agreement.

3. Easement Property. The legal descriptions of the Easement attached to the Easement Agreement as Exhibit A and Exhibit B are hereby deleted in their entirety and replaced with the legal descriptions attached to this Amendment as **Exhibit "A"** and incorporated herein by this reference (the "**New Easement Parcel**"). The City shall have a permanent, non-exclusive easement for ingress and egress for the operation, repair and maintenance of the drainage structure located within the New Easement Parcel.

4. Maintenance. Pursuant to Section 3 of the Easement Agreement, the City hereby acknowledges its continued responsibility for the maintenance of the Easement as hereby amended.

5. Notices. Notices for Ocean Ridge shall be sent to the address for Ocean Ridge in the preamble to this Amendment.

6. Status of Amended Easement Agreement. The Easement Agreement, as amended by this Amendment, remains in full force and effect and is hereby ratified and confirmed by the Parties.

7. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

Signed, sealed and delivered

in our presence as witnesses:

(sign) [Signature]
(print) Dinah Robertson

(sign) [Signature]
(print) Patricia H. Gray

OCEAN RIDGE DEVELOPERS, LLC, a
Florida limited liability company

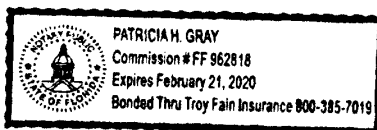
By: [Signature]
Print Name: JN MCGARVEY JR
Its: MANAGER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28 day of June, 2017, by James N McGarvey Jr as Manager of OCEAN RIDGE DEVELOPERS, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Name Printed: Patricia H. Gray
My Commission Expires: 2-21-2020

[Notary Seal]



Signed, sealed and delivered

in our presence as witnesses:

(sign)

(print)

(sign)

(print)

CITY OF ST. AUGUSTINE BEACH, a
municipal corporation of the State of Florida

By:

Print Name: Max RoyleIts: City ManagerSTATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3rd day of July, 2017, by Max Royle, as City Manager of the City of St. Augustine Beach, on behalf of the City, who is personally known to me or has produced _____ as identification.



Darlene Amber Fitzgerald
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG048688
Expires 11/13/2020

Darlene Amber Fitzgerald
Notary Public, State of Florida
Name Printed: Darlene Amber Fitzgerald
My Commission Expires: 11/13/2020

[Notary Seal]

EXHIBIT "A"

New Easement Parcel

JAX\2287730_1

EXHIBIT A**SKETCH AND LEGAL DESCRIPTION OF:**

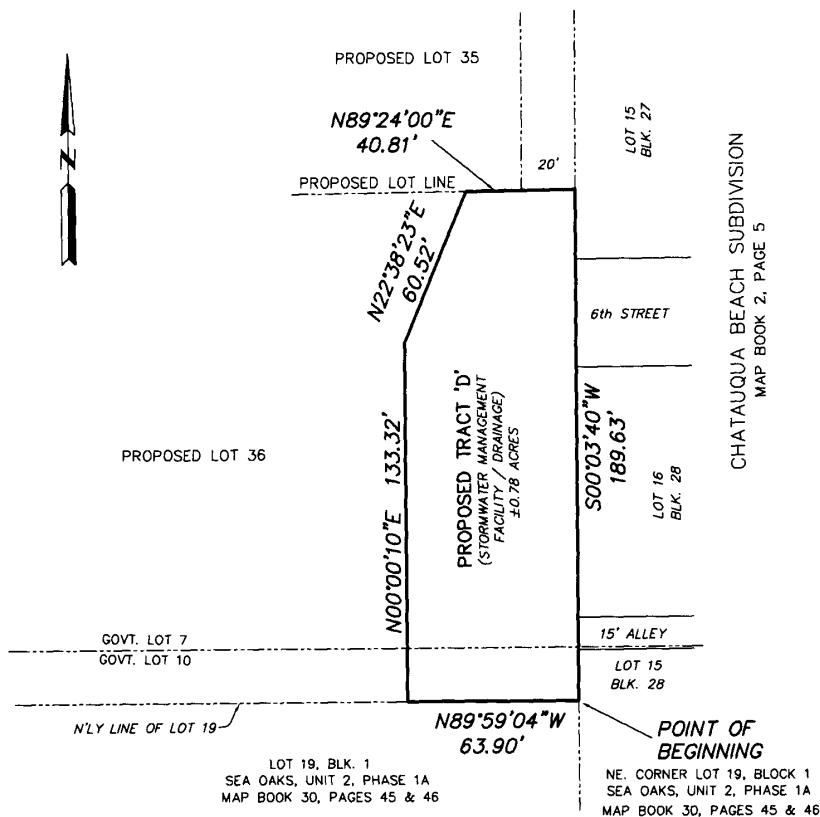
A PORTION OF GOVERNMENT LOTS 7 AND 10, SECTION 34,
TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,

LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOTS 7 AND 10, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK 1, SEA OAKS, UNIT 2, PHASE 1A ACCORDING TO PLAT THEREOF RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN MAP BOOK 30, PAGES 45 AND 46; THENCE NORTH 89°59'04" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 19, 63.90 FEET; THENCE NORTH 00°00'10" EAST, DEPARTING LAST MENTIONED NORTHERLY LINE, 133.32 FEET TO AN ANGLE POINT; THENCE NORTH 22°38'23" EAST, 60.52 FEET TO AN ANGLE POINT; THENCE NORTH 89°24'00" EAST, 40.81 FEET TO THE WESTERLY LINE OF CHATAQUA BEACH SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN MAP BOOK 2, PAGE 5; THENCE SOUTH 00°03'40" WEST, ALONG LAST MENTIONED WESTERLY LINE, 189.63 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAIN 0.78 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

1. Bearings are based on the WLY LINE OF CHATAQUA BEACH SUBDIVISION AS S00°03'40"W.
2. This is NOT A SURVEY.
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown herein.

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- x-x DENOTES 6" WOOD FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (CAP), UNLESS NOTED
- x DENOTES CROSS CUT

Date: 6-23-17
Scale: 1"=50'
Job No. 2008-244-24
F.B. N/A
Page: N/A
Comp. File: RIDGE AT ST. AUGUSTINE BEACH, FLA.
Drawn By: G.J.B.

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216

Fax (904) 721-5758
Tele. (904) 721-1226

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
PCP	Permanent Control Point	LB	Licensed Business
PRM	Permanent Reference Monument	RLS	Registered Land Surveyor
POB	Point of Beginning	EA	Jacksonville Electric Authority
PC	Point of Curvature	EQUIP	Equipment
PT	Point of Tangency	A/C	Air Conditioner
PRC	Point of Reverse Curvature	CATV	Cable Television
POC	Point of Compound Curvature	R	Record Plat
R/W	Right of Way	(T.M.)	Field Measured
OR	Official Records Book or Volume	R=	Radius equals
P.B.	Pilot Book	L=	Arc Length equals
PC	Plat	Chord Bearing & Distance equals	
BRL	Building Restriction Line	Δ=	Delta or Central Angle equals
EASMT	Easement	IF	Iron Pipe
(R)	Radius	CONC	Concrete

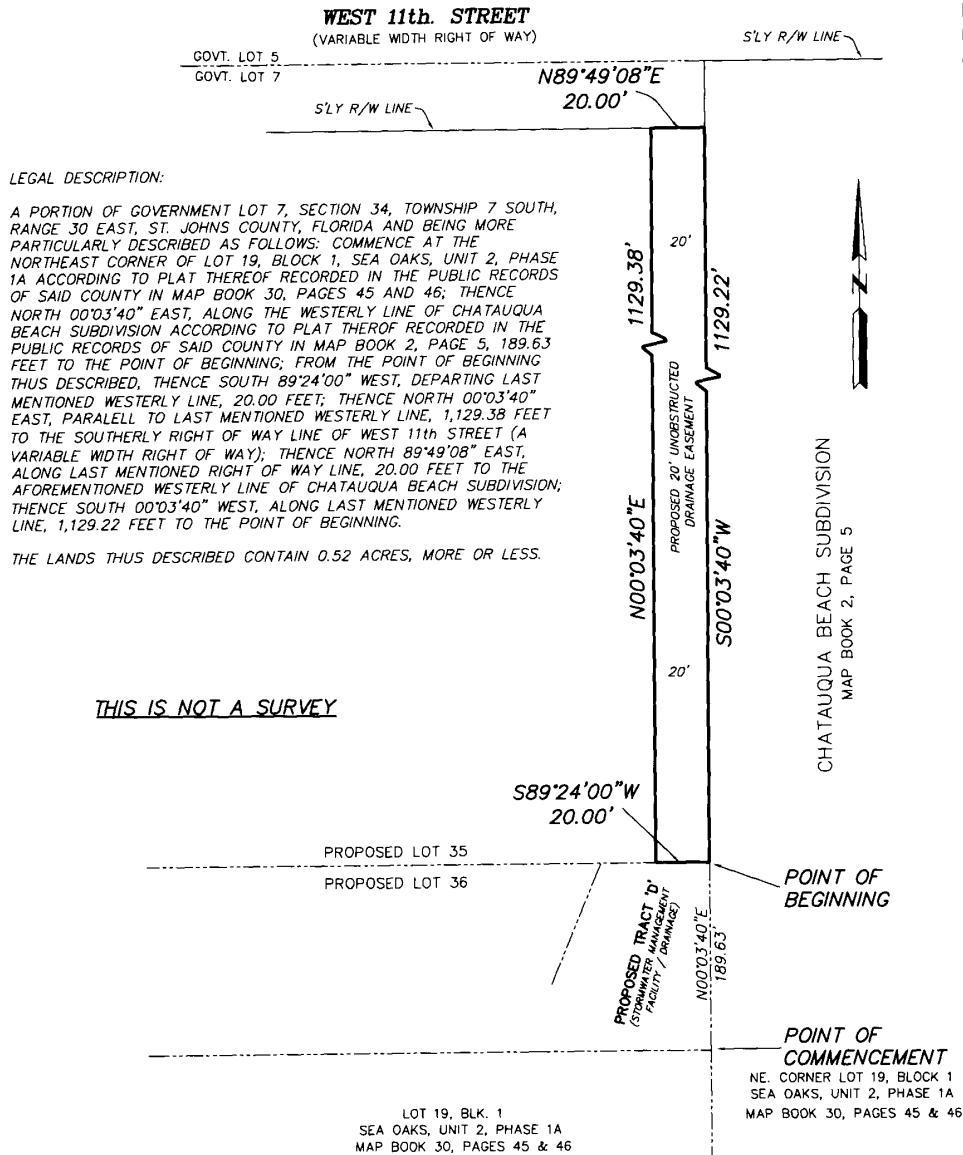
THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 30-17, (formerly CHAPTER 8107-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 412.027, FLORIDA STATUTES.

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

Exhibit A cont

SKETCH AND LEGAL DESCRIPTION OF:

A PORTION OF GOVERNMENT LOT 7, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

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3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
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LEGEND

- DENOTES CONCRETE MONUMENT
- x-x DENOTES 6" WOOD FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (GLARY), UNLESS NOTED
- x DENOTES CROSS CUT

Date: 6-23-17
Scale: 1"=50'
Job No. 2006-244-24
F.B. N/A
Page: N/A
Comp. File: RIDGE AT ST. AUGUSTINE BEACH, FLA.
Drawn By: G.J.B.

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
Fax (904) 721-5758
Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 54-17, (formerly CHAPTER 18171-8.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
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PRM	Permanent Reference Monument	RLS	Registered Land Surveyor
POB	Point of Beginning	EA	Jacksonville Electric Authority
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PT	Point of Tangency	A/C	Air Conditioner
PRC	Point of Reverse Curvature	CAV	Cable Television
POC	Point of Compound Curvature	(R)	Record Plat
R/W	Right of Way	(F.M.)	Field Measured
OF	Official Records Book or Volume	R	Radius equals
PG	Page	L	Arc Length equals
BRL	Building Restriction Line	Ch	Chord Bearing & Distance equals
ESMT	Easement	Δ	Delta or Central Angle equals
(R)	Radial	IP	Iron Pipe
		CONC	Concrete

CONSENT AND JOINDER OF MORTGAGEE

FirstAtlantic Bank a Federal Savings Bank, as the owner and holder of that certain mortgage executed by Ocean Ridge Developers, LLC, a Florida limited liability company, to the undersigned and recorded in Official Records Volume 4158, at page 999, of the current public records of St. Johns County, Florida (the "Mortgage"), hereby consents to and joins in the easement to which this Consent and Joinder is attached, and further agrees that the Mortgage shall hereafter be subject and subordinate to the terms set forth in said Declaration.

WITNESSES

[Signature]

Name printed: Erin M Sweet

Name printed: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 29 day of June 2017, by Mike E McCorvey, as SVP of FirstAtlantic BANK, a Federal Savings Bank, on behalf of the Bank.

[Signature]
(Print Name TIFFANY PEACOCK)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

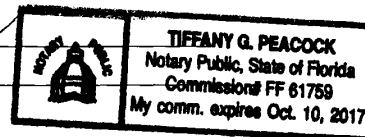
My Commission Expires: _____

Personally Known ☒

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



Instr #2017050822 BK: 4409 PG: 142, Filed & Recorded: 7/25/2017 9:40 AM #Pgs:89
Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$758.00

Prepared by/return to:
Ellen Avery-Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32806

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
OCEAN RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN RIDGE ("**Declaration**") is made this 24 day of July, 2017 by **Ocean Ridge Developers, LLC**, a Florida limited liability company ("**Declarant**").

RECITALS:

A. Declarant is the owner of the real property located in the City of St. Augustine Beach, County of St. Johns, State of Florida, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**" or "**Ocean Ridge**").

B. Declarant is creating this Declaration to encumber the Property with the terms, conditions, covenants and restrictions contained herein.

C. Declarant desires for the Property to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

IN CONSIDERATION of the covenants contained herein, the Declarant hereby establishes, declares and prescribes herein that the Property shall hereafter be owned, held, transferred and conveyed subject to the covenants, conditions and restrictions hereinafter set forth which shall apply, as to covenants and restrictions, and be covenants running with title to the Property and shall be binding upon the owners of the Property, their respective heirs, personal representatives, successors and assigns for the benefit of the owners of the Property, the Ocean Ridge Neighborhood Association (as hereinafter defined) and where specified, but not otherwise, the Declarant, its successors and assigns. Every owner of the Property, present and future, or any part thereof (by acceptance of a deed therefore, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereinafter be deemed to covenant and to comply with, abide by and be bound by the terms of this Declaration of Covenants, Conditions and Restrictions for Ocean Ridge.

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ARTICLE I. DEFINITIONS

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

(a) **"Association"** or **"Ocean Ridge Neighborhood Association"** shall mean and refer to the Ocean Ridge Neighborhood Association, Inc., a Florida not-for-profit corporation, the By-Laws and the Articles of Incorporation of which are attached hereto and incorporated herein as **Exhibits "B" and "C"**, respectively. This is the Declaration of Covenants, Conditions and Restrictions for Ocean Ridge to which the Articles of Incorporation and By-Laws of the Association make reference. These documents are sometimes referred to collectively herein as the **"Governing Documents"**.

(b) **"Common Area"** shall mean and refer to all real and/or personal property which the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of Ocean Ridge which the Association and/or the Declarant have an interest for the common use and enjoyment of the members of the Association, including without limitation, a right of use (such as but not limited to, easements for surface water collection and retention). The use of the Common Area shall be restricted to landscaping, entry features, directional graphic system, Stormwater Management System, landscape medians, security, safety, bicycle paths, roads, parking, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede. Notwithstanding the forgoing, the Declarant shall have the absolute right, at its sole discretion, to modify any of aforementioned improvements located on Lots in their ownership.

(c) **"Declarant"** shall mean and refer to Ocean Ridge Developers, LLC, a Florida limited liability company, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of Ocean Ridge from the Declarant or Declarant for the purpose of development and is designated as such by Declarant in an instrument recorded in the Public Records of St. Johns County, Florida.

(d) **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Ocean Ridge as recorded in the Public Records of St. Johns County, Florida, as the same may be amended from time to time.

(e) **"District Permit"** shall mean and refer to the Environmental Resource Permit or Stormwater Management Permit issued with respect to the Property by the St. Johns River Water Management District (**"District"**) as Permit No. 40-109-47408-8 dated January 15, 2014, a copy of which is attached hereto as **Exhibit "D"**, as modified from time to time with the approval of the District.

(f) **"Ocean Ridge"** or **"Property"** shall mean and refer to that certain real property as described in **Exhibit "A"** attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

(g) **“Lot”** shall mean and refer to any parcel of the Property in Ocean Ridge, together with any and all improvements thereon, whether or not platted in the Public Records of St. Johns County, Florida, on which a Residential Unit, as defined below, could be constructed, whether or not one has been constructed.

(h) **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Unit which is a part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and the Declarant.

(i) **“Residential Unit”** shall mean and refer to any improvements located upon the Property intended for use and designed to accommodate a single-family dwelling, including, without limitation, any single-family detached dwelling, for which a certificate of occupancy has been obtained or any such Residential Unit planned to be constructed on the Property.

(j) **“Stormwater Management System”** means a system which is 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 Chapter 62-330, Florida Administrative Code.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on **Exhibit “A”** attached hereto, all of which real property shall hereinafter be referred to as the **“Property.”**

Section 2. Platting and Subdivision Restrictions. The Declarant, its successors and assigns, shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additions or Withdrawal of Property. The Declarant may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration as additional lands any part or parcel of the real property located contiguous to Property subjected to this Declaration (for purposes of this Declaration, property separated by public or private rights-of-way, water bodies or open landscaped areas shall be deemed contiguous).

The Declarant's right to so add or withdraw land shall be provided only that (a) upon addition of any lands to the scheme of this Declaration, the Owners of Property therein shall be and become subject to this Declaration, including assessment by the Association for their pro-rata share of the Association expenses, and (b) the addition or withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the pro-rata share of the Association expenses payable by the Owners of the Property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal.

The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of St. Johns County, Florida supplementary declarations with respect to the lands to be added or withdrawn. The Declarant, its successors and assigns, reserves the right to so amend and supplement this Declaration, without the consent or joinder of the Association or of any Owner and/or mortgagee of Property in Ocean Ridge. However, nothing herein shall be construed as restricting Declarant's right to use any land, described in this section, which has not yet been added, or which has been withdrawn from the scheme of this Declaration, for any lawful use whatsoever.

ARTICLE III. PROPERTY RIGHTS

Section 1. Owners' Easements Of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

- (a) the right of the Declarant or the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (c) the right of the Association, with the consent of the Declarant, to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility;
- (d) all provisions of this Declaration, any zoning ordinance for the Property, any plat of all or any part of the Property, restrictions contained on any and all plats of all or any part of the Common Area or filed separately, and the Articles and By-Laws of the Association;
- (e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and
- (f) easements, restrictions and other matters referenced in Articles VIII and X hereof.

ARTICLE IV. OCEAN RIDGE NEIGHBORHOOD ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Declarant at all times as long as it owns all or any part of the Property which may become subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Voting. Voting rights in the Association shall be as set forth in Article 6 of the Articles of Incorporation of the Association attached hereto and made a part hereof.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. The Declarant, for each Lot owned by it within Ocean Ridge, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon as provided in Article V, Section 3 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose Of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of the Property within Ocean Ridge and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of Owners of the Property, including, but not limited to, the cost of recreational amenity, road (if roads are private), lake and surface water maintenance, security, street lighting, signage, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. Lot Owners shall be obligated to pay assessments to the Association for maintenance of the Common Areas, even if such Common Areas are still owned by Declarant; provided, however, that upon Declarant turning over control of the Association to the Owners, Declarant shall deed the Common Areas to the Association in fee simple. Assessments shall also be used for the maintenance and repair of the Stormwater Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Determining Amount of Assessments. The total anticipated operating expenses for each calendar year shall be set forth in the budget ("**Budget**") prepared by the Association's Board of Directors (the "**Board**") as required under the Articles and By-Laws of the Association. Each Lot shall be assessed its *pro rata* portion of the total anticipated operating expenses, which shall be the "**Individual Lot Assessment**" as to each Lot. Notwithstanding anything in Articles and/or By-Laws of the Association to the contrary, any Assessment for legal fees incurred by the Association for lawsuits shall be deemed an operating expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 6 of Article V, except the legal fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to this Declaration, the Articles and By-Laws of the Association or the enforcement of the use and occupancy restrictions contained in this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 4. Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each Lot; provided, however, to the extent the Owner of a Lot and/or Residential Unit requests additional services to be provided to or for the benefit of a particular Lot or Residential Unit by the Association, the costs of such additional services shall be charged to such Owner as part of such Owner's annual assessment.

Section 5. Date Of Commencement Of Annual Assessments: Due Dates. The annual assessments provided for herein on the date (which shall be the first day of a month) fixed by the Board shall be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties Of The Board Of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any commercial or residential property owners' association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association as the Board of Directors may, in its discretion, deem expedient and appropriate. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Article V, Section 3 hereof, the Board may levy in any assessment year a special assessment applicable to that year only, for the following purposes:

- (a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas, including the necessary fixtures, landscaping, signage and personal property related thereto;
- (b) For additions to the Common Areas, including but not limited to installation of capital improvements such as master graphics and signage for Ocean Ridge;
- (c) To provide for the necessary services and the facilities and equipment to offer the services authorized herein; and
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein, whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the Board of Directors of the Association.

Section 8. Capital Contribution. Upon the initial sale of a Lot within Ocean Ridge, the buyer of such Lot shall pay to the Association a capital contribution in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) (the "**Capital Contribution**") at the Lot closing. In the event the buyer of a Lot does not pay the Capital Contribution at the Lot closing or upon the written request of the Association following the closing, the Association shall have the right to file a claim of lien pursuant to Section 10 of this Article V in order to collect the Capital Contribution.

Section 9. Effect Of Non-Payment Of Assessment: The Lien; Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording in the Public Records of St. Johns County, Florida a claim of lien stating the description of the Lot or legally definable portion thereof encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment or Capital Contribution is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment or Capital Contribution shall bear interest from the date due at the maximum rate permissible by law and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) or legally definable portion thereof in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment or Capital Contribution the cost of preparing and filing the complaint in such action including all reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment or Capital Contribution as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of action.

Section 10. Assessments Payable by Declarant; Declarant Subsidies. Each Owner acknowledges and agrees that because Individual Lot Assessments and Special Assessments are allocated based on the formula set forth in Article V, Section 3 above, it is possible that the Association may collect more or less than the amount budgeted for operating expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments for the Lots owned by Declarant in the same manner as other Owners, (ii) subsidize the Budget of the Association as provided below by making voluntary contributions or loans in amounts determined by Declarant, in Declarant's sole discretion, and/or (iii) to be excused from payment of its share of assessments related to its Lots if Declarant elects to deficit fund the amount of Individual Lot Assessments as provided in Section 10 of this Article V below.

During the period of time that Declarant is offering Residential Units for sale in Ocean Ridge and/or based on the number of Residential Units owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by either: (i) subsidizing the Budget of the Association by making voluntary contributions in amounts

determined by Declarant, or (ii) lending money to the Association in amounts determined by Declarant. The amount of any such voluntary contributions or loan may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, to lend money to the Association, the amount of any such voluntary contribution or loan, the discontinuance and/or recommencement of any such voluntary contributions or loan shall all be made by Declarant, in Declarant's sole discretion, and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions or loan. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget or loans and thus lower the Assessments payable by the Owners that would otherwise be higher based on the operating expenses of the Association.

Section 11. Declarant's Option to Fund Budget Deficits. To the extent permitted by Florida law, until the Association turnover date, Declarant, its successors or assigns, may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, and excluding Special Assessments arising as a result of any unusual loss or liability.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Association turnover date, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner.

Declarant's obligation to deficit fund is not a guarantee of the Assessments as contemplated by Section 720.308, Florida Statutes.

Section 12. Subordination of the Lien To Mortgages. The lien of the assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Declarant or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 13. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) As Common Area, as defined in Article I hereof; and

(c) As property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 14. Allocation and Apportionment. The Board of Directors of the Association shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property, nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration. The judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association at the discretion of the Board of Directors of the Association.

ARTICLE VI. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, at the option of the Board of Directors, provide certain routine exterior maintenance upon any Lot to maintain a uniform high quality appearance of the Property and to preserve the value, quality and beauty of the Property, including paint and repair of roofs, gutters, downspouts, exterior building surfaces, paved parking areas, sidewalk areas, and maintenance of trees, shrubs, grass, walks, yard cleanup and other exterior improvements. The Owner of each Lot shall be responsible for maintaining the front yard and right-of-way in front of his Lot, including but not limited to mowing, weeding, debris and limb removal and other similar work. Undeveloped Lots must be maintained by the Owners in a park-like condition. In the event an Owner does not maintain his Lot pursuant to the preceding two (2) sentences, the Association may perform such maintenance and assess the Lot Owner for such maintenance work, pursuant to Section 2 of this Article VI.

Section 2. Assessment of Cost. The cost of maintenance performed by the Association as provided in Section 1 above shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lot(s) involved by the Board of Directors, as they shall deem appropriate. The exterior maintenance assessments shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 3. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

ARTICLE VII. OCEAN RIDGE NEIGHBORHOOD ASSOCIATION ARCHITECTURAL CONTROL

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Declarant, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, building paint colors, fences, walls, signs, site paving, grading, parking and building additions, alterations, screen enclosures, decorative building features, viewing piers, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration thereof be made until the plans, specifications and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and conformance with architectural planning criteria, as established by the Board of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the By-Laws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. All Owners shall be required to obtain Architectural Review Board approval (or Board approval, if applicable) for the aforementioned structures and improvements prior to submitting plans for such structures and improvements to the City of St. Augustine Beach, St. Johns County or other applicable governmental agency.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of a minimum of three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Ocean Ridge. Members of the ARB not appointed by Declarant shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors; provided, however, that the Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by the Declarant.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- (a) To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

(b) To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, building paint colors, fence, wall, site paving, grading, parking, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on the Property, and may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(c) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, building paint colors, fence, wall, site paving, grading, parking, building addition, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The ARB shall have forty-five (45) days from receipt of complete sets of plans and specifications, as set forth more fully in subsection (b) above, to either approve, deny or require changes to the plans and specifications. If the ARB does not provide written notice of approval, denial or requirement for changes to the plans and specifications within said 45-day period, the plans and specifications shall automatically be deemed denied. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within forty-five (45) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval or denial.

(d) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications originally approved by the ARB and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, and costs and reasonable attorneys' fees of the ARB.

(e) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof.

Section 4. Approval of Architects, Builders.

(a) Generally. The creation of the Ocean Ridge community streetscape depends on the quality of design and construction, and adherence to the Declaration and ARB design guidelines. While architects and contractors are selected by the Owner, they must cooperate with the ARB. Approval of architects and contractors is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects. Architects and house designers must be approved by the ARB before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Declaration and any ARB design guidelines.

(c) Contractors. Contractors must be approved by the Declarant or by the ARB before building in the neighborhood. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Contractors must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Contractors must post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in the neighborhood.

Section 5. Sidewalks. Each Lot Owner shall be responsible, at its expense, for construction of a sidewalk within his Lot in accordance with the Declaration and ARB design guidelines, even if such sidewalk is in the right-of-way or on land owned by the Association or Declarant. Sidewalks must be installed upon the first to occur of the following: (i) during construction of the building, (ii) within three (3) years of the date of the Plat approval, or (iii) when required by the City of St. Augustine Beach. Owner shall be responsible for any damage to the sidewalk resulting from construction on the Lot.

Section 6. Trees.

(a) Tree Preservation. The ARB may require the relocation and replanting of trees that must be removed for construction. If particularly significant trees are found within the building setback lines, the ARB shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed.

(b) Tree Planting. The ARB design guidelines include significant requirements for tree planting. The Owner may be required to install trees on the Lot or in the right-of-way adjacent to the Lot in accordance with the ARB. The Declarant may provide the trees, in which case the Owner shall be required to pay Declarant for the cost.

(c) Protection. The cutting, removal or intentional damage of trees (including excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) is prohibited except as specifically under the ARB design guidelines.

Section 7. Enforcement.

(a) Fines. The ARB may require a builder or Owner to post a deposit from which the ARB may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

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

(c) Trees. Improper cutting, removal or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or if approved by the ARB, a combination of trees totaling the caliper of the removed tree. The ARB shall set fines.

(d) No Waiver. Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the ARB design guidelines may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

(e) Community Damage During Construction. During the course of the construction of homes on Lots, it is conceivable, and perhaps even likely, that Owner Construction Parties (as hereinafter defined) will damage improvements located within the Ocean Ridge community; (ii) that in those circumstances where the Damage (as hereinafter defined) is Non-Major Street System Damage (as hereinafter defined), it will be impractical and inefficient to determine which of the several persons building in Ocean Ridge community caused such Damage; (iii) that, insofar as the City of St. Augustine Beach is concerned, Declarant will be responsible to Repair (as hereinafter defined) such Damage, even if caused by other persons, (iv) that it is therefore prudent and correct that Declarant be the party to Repair the community Damage in order to fulfill its obligations to the City of St. Augustine Beach even in circumstances where Owner Construction Parties or other third parties caused such Damage; and (v) that in those circumstances where Owner Construction Parties caused the Damage, Owner should reimburse Declarant for the Repair thereof. Accordingly, it is agreed:

(i) Definitions: The following terms shall have the following meanings when used in this Subsection 7(e):

(a) The term "**Street System**" shall mean the roads and streets in Ocean Ridge and/or any adjacent lands or rights-of-way and

the curbs, gutters and stormwater drainage and utility lines, culverts and related facilities immediately adjacent to and appurtenant to such roads and streets.

(b) The term “**Damage**” shall mean any damage or destruction to any part of the Ocean Ridge community or other person's or parties' adjacent lands, streets or rights-of-way, including damage or destruction to Lots (whether the Lots are being purchased by Buyer or to other lots in the Ocean Ridge community), streets, curbs, gutters, storm and sanitary sewer lines, telephone lines, water lines, electrical lines, trees, landscaped area or any other part of the community.

(c) The term “**Major Street System Damage**” shall mean Damage to the Street System that is so significant so as to destroy or otherwise render inoperable for usual and typical use all or any portion of the Street System.

(d) The term “**Non-Major Street System Damage**” shall mean any damage to the Street System including, but not limited to, sidewalks, curbs and asphalt paving.

(e) The term “**Other Ocean Ridge Community Damage**” shall mean any other Damage to any other part Ocean Ridge (including Damage to common area owned by the Association except Damage to the Street System.

(f) The term “**Owner Construction Parties**” shall mean Owner or its agents, employees, contractors, subcontractors, suppliers or licensees.

(g) The term “**Repair**” shall mean to repair, restore, replace or otherwise remedy Damage.

(h) The term “**Declarant Responsibility Date**” shall mean that date on which Seller is no longer responsible to the City of St. Augustine Beach, the Association or any other person or party to Repair Damage to any part of Ocean Ridge. In no event shall the Seller Responsibility Date be earlier than when all bonds delivered by Seller to the City of St. Augustine Beach as indemnity for the proper construction of any part of Ocean Ridge have been released or otherwise terminated. Upon the release of the bonds, Buyer shall no longer be responsible to Seller for Repair Damage but shall be responsible to the City of St. Augustine Beach and/or applicable utility provider, to Repair any Damage to any part of Ocean Ridge required by these entities.

(ii) **Major Street System Damage.** If any Owner Construction Party causes any Major Street System Damage, then Owner shall be solely

responsible for the cost to Repair such Damage. At any time until the Declarant Responsibility Date, Declarant, at its election, may Repair the Major Street Damage, and in such event, Declarant shall notify Owner in writing: i) specifying the damage to be Repaired and cost thereof; and (ii) notifying Owner that Declarant is electing to Repair the damage, at Owner's expense. In all cases where Declarant Repairs Major Street System Damage caused by an Owner Construction Party, Owner shall reimburse Declarant for all Repair costs. Reimbursement shall be due within five (5) days of Owner's receipt of Declarant's written demand.

(iii) **Non-Major Street System Damage.** At the time designated by Declarant, with guidance or advice from the City of St. Augustine Beach and/or Declarant's engineers and/or contractors, Declarant shall determine what Non-Major Street System Damage exists and the appropriate manner for its Repair. If Declarant and Owner cannot agree, then all Repairs required by the City of St. Augustine Beach and itemized in written certification by Connelly & Wicker, Inc. engineer shall be deemed conclusive. Thereupon, Declarant shall Repair the Non-Major Street System Damage. The cost of such Repair shall be borne by each Owner based on the cost to repair damage to the Street System adjacent to Owners' Lots. Owners shall reimburse Declarant within five (5) days of each Owner's receipt of Declarant's written demand.

(iv) **Other Ocean Ridge Community Damage.** If any Owner Construction Party causes any Other Community Damage (including Damage to the Association Common Areas), then Owner shall be solely responsible for the cost to Repair such Damage. At any time until the Declarant Responsibility Date, Declarant, at its election, may Repair the Other Ocean Ridge Community Damage, and in that event Declarant shall notify Owner in writing: (i) specifying the damage to be Repaired and cost of each such Repair; and (ii) notifying Owner that Declarant is electing to Repair the damage, at Owner's expense. In all cases where Declarant repairs Other Ocean Ridge Community damage caused by an Owner Construction Party, Owner shall reimburse Declarant for all Repair costs in accordance with Declarant's specifications. Reimbursement shall be within five (5) days of Owner's receipt of Declarant's written demand.

(f) **Removal of Debris.** Owner agrees, on behalf of itself and its contractors, during construction of a home on its Lot, to remove stumps, trees, debris and all other waste from its building site and to keep the Lot attractive, including mowing, removing fallen tree limbs and branches and removing other debris. Owner agrees not to dump said debris or waste in any other area of Ocean Ridge. Owner, upon completion of construction, agrees to keep its home, garage and yard clean and attractive. In the event Owner fails to comply with this Subsection after Declarant or Association has given Owner ten (10) days' advance written notice of such failure, Declarant or Association, at its sole option, may remove debris and other waste and make the Lot clean, neat and sightly. Owner, upon

Declarant's or Association's demand, shall reimburse Declarant or Association for all expenses incurred by either of them within ten (10) days of Owner's receipt of written demand.

(g) **Signage and Advertising.** Owner, on behalf of itself and its contractors, agrees that all signage posted within the Property shall be subject to prior written approval of Declarant or Association, and such approval shall not be unreasonably withheld. Declarant or Association may designate the design, sizes, location and placement of any signs advertising the sale of the house to be constructed on any Lot.

Section 8. **Liability.** The ARB and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity or the building. Approval by the ARB of an application shall not constitute a basis for any liability of the Declarant, or members of the ARB, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

ARTICLE VIII. USE RESTRICTIONS

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article VIII, Section 28 below:

Section 1. **Enforcement.** Failure of an Owner to comply with any limitations or restrictions in this Declaration, the Articles or By-Laws of the Association with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of this Declaration, the Articles or By-Laws of the Association or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such legal fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Residential Unit with the same force and effect as a lien for operating expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Area of the Association and facilities; may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with this Declaration, the Articles or By-Laws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

(b) Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

(c) Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

(d) Fines. A fine shall be treated as an assessment subject to the provisions of the collection of assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

(e) Failure to Pay Assessments. Notice and hearing as provided in subparagraphs (a) and (b) above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

(f) Access. Suspension of use rights to Property of the Association shall not impair the right of an Owner or tenant of a Lot and/or Residential Unit to have vehicular and pedestrian ingress to and egress from such Lot and/or Residential Unit, including, but not limited to, the right to park.

Section 2. Single-Family Use. The Residential Units shall be for single-family use only. No commercial occupation or activity may be carried on in Ocean Ridge except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. Homes Owned by Entities or Unrelated Persons. It is the intention that Residential Units be occupied for single-family use. In the event an entity owns a Residential Unit, the entity shall notify the Association in writing with the names of the family members who shall occupy the Residential Unit. In the event the Owners of the Residential Unit are unrelated either through blood or marriage, they shall be permitted to occupy the Residential Unit provided they live as a family unit similar to a husband and wife. No Residential Unit may be used as a rooming house, hostel or hotel. Timesharing or other arrangements involving more than three

ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) months' duration, are prohibited.

Section 4. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Residential Units or on any portion of Ocean Ridge nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Residential Units which is a source of annoyance to Owners or occupants of Residential Units or which interferes with the peaceful possession or proper use of the Residential Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Residential Units or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. Parking and Vehicular Restrictions. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot. No parking in roadways is permitted; provided, however, it is expressly provided that (1) commercial vehicles shall be permitted to be parked on the roadway in front or adjacent to a Lot on which bona-fide ongoing construction activity is taking place during standard business hours; and (2) parking of other vehicles within the roadway shall be permitted on a non-recurring, short-term basis (not exceeding six (6) hours). Overnight parking on the roadway is prohibited. All vehicles must be parked in garages overnight. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Residential Unit with the garage door closed) or restorations of any motor vehicle, boat, trailer or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Residential Unit located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on Ocean Ridge property unless they are licensed, registered and insured. Specifically, any motorcycle, moped, motorized scooter or golf cart used in Ocean Ridge may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Section 316.003(83), Florida Statutes; and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes; and any special mobile equipment as defined under Section 316.003(48), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Section 6. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Residential Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Residential Unit or Lot shall be corrected by, and at the sole expense of the Owner of said Residential Unit and/or Lot.

Section 7. Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. All leases must be in writing and shall have a term of no less than seven (7) months. No Owner may lease his or her Residential Unit more than one (1) time in any 12-month period, even if a tenant defaults on a lease or abandons the Residential Unit before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said seven (7) months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Residential Units owned or leased by Declarant, its affiliates or persons Declarant approves, in connection with their development, construction or sale of property in Ocean Ridge. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Residential Units. The Owner of a leased Residential Unit shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles and the Bylaws and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Residential Unit are bound by and obligated to comply with this Declaration, the Articles and the Bylaws and that the tenant has received a copy of this Declaration, the Articles and the Bylaws. The Association may require that the lease contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of this Declaration, the Articles and the Bylaws to the tenant prior to execution of the lease and shall monitor enforcement and compliance with this Declaration, the Articles and the Bylaws by the tenant.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Residential Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Residential Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Residential Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be

remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Residential Unit according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Residential Unit, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Residential Unit.

In addition to any notice to a tenant of a Residential Unit permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Residential Unit of any delinquency by the Owner of the Residential Unit in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. Section 1692 *et. seq.*

Each lease shall set forth the name, address and telephone number of the Residential Unit's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Residential Unit.

If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.

Within five (5) days following execution of a lease for a Residential Unit, but in no event later than occupancy of the Residential Unit by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Residential Unit, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third-party beneficiary of all leases of Residential Units and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object

to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners in Ocean Ridge, including, but not limited to Declarant, that the Owner shall be responsible for any violation of this Declaration, the Articles and the Bylaws resulting from the acts or omissions of his or her tenant, other occupants of the leased Residential Unit, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Association may, without further approval of the Owner of the leased Residential Unit, terminate the lease for violations of this Declaration, the Articles and the Bylaws by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Residential Unit.

Section 8. Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Residential Unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever. The total number of pets permitted within any Lot or in a Residential Unit shall be limited to two (2). No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Residential Unit or fenced-in area. No pet shall be kept tied up outside of a Residential Unit or in any screened porch or patio, unless someone is present in the Residential Unit. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "**Dangerous Dog**" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "**Pit Bull**" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Association or United Kennel Association for any of the above breeds; and (ii) a "**Dangerous Dog**" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the roads and/or sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a

dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. Additions and Alterations. No Residential Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Residential Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Residential Unit, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the ARB as set forth in Article VII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in any drainage easements.

Section 10. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the ARB. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Residential Unit) without the prior written consent of the ARB, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ARB. Neither the ARB nor the Board shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Residential Unit so long as Declarant owns a Lot in Ocean Ridge or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Residential

Units in Ocean Ridge or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Ocean Ridge or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 12. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 12. This provision may not be amended without the prior written consent of Declarant.

Section 13. Trash and Other Materials. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Lots and/or Property of the Association, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Property of the Association or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 14. Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Ocean Ridge or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 15. Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 16. Water Supply. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 17. Stormwater Management System. The provisions of this Section 17 are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Section and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section will prevail. Furthermore, if so required by the District, the Declarant may amend this Section as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee or the Association.

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

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

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

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

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

Section 18. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Declarant and/or the Association and/or the Owners. Failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or

subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Declarant and/or the Association with respect to parties aggrieved by such failure.

Section 19. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Declarant and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Declarant and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the fees. Annual assessment against such Owner shall be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, which shall remain in full force and effect.

Section 20. Fences. Any fence placed upon any Lot must be approved by the ARB, as provided in Article VII hereof, prior to installation. In no event may the ARB approve any request for a fence to be placed in any drainage easement within the Property. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. It is the Owner's responsibility to maintain any fence installed within an easement, at its sole cost and expense. Notwithstanding the foregoing, no fence may be installed within any drainage easement(s) on the Property.

Section 21. Antennae. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply

to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the ARB to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 23 shall not apply to Declarant.

Section 22. Improvements. No improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the ARB, including, but not limited to, painting the Residential Unit in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 23. Flags. An Owner may display one (1) portable, removable United States flag in a respectful manner, and one (1) portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one (1) official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marines or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 24. Garages. No storage sheds or other accessory structures shall be erected which is separate from the Residential Unit. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 25. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Association and the ARB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the ARB, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing Ocean Ridge's location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("**Hurricane Shutter Time Period**").

Each Owner who plans to be absent from his or her Residential Unit during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Residential Unit should the Residential Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

In general, the restrictions and limitations set forth in this Article VIII shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article VIII in addition to whatever remedies at law to which it might be entitled.

ARTICLE IX. PLANNED DEVELOPMENT

Section 1. Common Planned Development. Due to the integrated nature of Ocean Ridge, no Owner shall be permitted to construct or modify any improvement on the Property or take any action of any kind or nature which would result in a modification of the terms and provisions of the zoning of the Property without the prior mutual written consent of the Declarant.

Section 2. No Re-subdividing or Rezoning. No Owner shall be permitted to plat, re-plat, subdivide, seek a modification to the zoning of any portion of the Property or any other local government development order (as defined in Chapter 380, Florida Statutes) without the prior written consent of the Declarant.

Section 3. Declarant Rights. The Declarant shall have the right to modify the zoning of any portion of the Property and any other local government development order and future land use designation of any portion of the Property still under its ownership.

ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANT

Section 1. Utilities. Declarant reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over any area constituting a private street or right-of-way within the Property.

Section 2. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement area designated on the plat, in this Declaration, or in a separate recorded document. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3. Future Easements. The Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Property owned by the Declarant. In addition, the Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 4. Easements for Maintenance Purposes. The Declarant reserves for itself, its agents, employees, successors or assigns an easement, in, on, over and upon the Property, each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which is to be performed by the Declarant or the Association.

Section 5. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

Section 6. Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any property line or easement area, the Declarant reserves for itself the right to release the Lot from the restriction from which it violated and to grant an exception to permit the encroachment by the structure over the property line, or in the easement area, so long as the Declarant agrees and determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property and does not violate any zoning or other local government code or ordinance.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any portion of the Property, their respective legal representatives, heirs, successors, and assigns, for an initial term of ninety-nine (99) years. The term hereof shall be automatically extended for consecutive terms of ten (10) years unless seventy-five percent (75%) of the then-Owners of Ocean Ridge (and the Declarant to the extent of provisions benefitting such party) shall consent to termination of this Declaration. Termination shall be evidenced by an instrument executed by not less than seventy-five percent (75%) of the then-Owners of Ocean Ridge and the Declarant and recorded in the Public Records of St. Johns County, Florida.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided the services for which assessments are made and set

forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. This Declaration may be amended at any time and from to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Declarant is the owner of any Lot or any Property affected by this Declaration, or amendment hereto, or Appoints a Director of the Association, no amendment will be effective without Declarant's mutual, express written joinder and consent; provided, however, Declarant has the express power to mutually amend this Declaration pursuant to Article II hereof without the consent or joinder of any party.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any property other than the real property as described on Exhibit "A" attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the Public Records of St. Johns County, Florida as provided in Article II hereof. Nothing contained herein shall be deemed to require the Declarant to include any property not included within the Property described on Exhibit "A" within this Declaration or subject to any such property to administration by the Association and such inclusion shall be at the option of Declarant.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association contemplated under this Declaration, neither the Declarant nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 10. Consent of Declarant. If consent of the Declarant is required by this Declaration, such consent must be granted by Declarant, or its respective successors or assigns.

Section 11. Acknowledgement and Waivers. Each Owner, by the acceptance of a deed or other conveyance his or her Lot, shall be deemed to have agreed that the Declarant's and Association's liability and responsibility with respect to Ocean Ridge shall be only as and to the extent provided in this Declaration. NEITHER THE DECLARANT NOR THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL, IN ANY MANNER OR WAY, BE CONSIDERED AS OR DEEMED OR CONSTRUED TO BE INSURERS OR GUARANTORS OF THE PERSONAL SAFETY OR SECURITY OF ANY PERSONS, INCLUDING, WITHOUT LIMITATION, ANY OWNER OR ANY TENANT, GUEST, INVITEE, EMPLOYEE, AGENT OR FAMILY MEMBER OF SUCH OWNER, OR OF ANY PROPERTY, WHETHER REAL OR PERSONAL, FROM TIME TO TIME LOCATED WITHIN OR UPON OCEAN RIDGE OR ANY PORTION THEREOF. IN THIS REGARD, EACH OWNER, FOR ITSELF AND ON BEHALF OF ANY

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TENANTS, EMPLOYEES, AGENTS, GUESTS, INVITEES OR FAMILY MEMBERS OF SUCH OWNER, SHALL BY VIRTUE OF THE ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A HOME, BE DEEMED TO HAVE ACKNOWLEDGED, UNDERSTOOD AND AGREED TO THE FOREGOING AND FURTHER (A) THAT EACH OWNER FOR ITSELF AND ON BEHALF OF ANY TENANTS, EMPLOYEES, AGENTS, GUESTS, INVITEES AND FAMILY MEMBERS OF SUCH OWNER, (I) SHALL TAKE TITLE TO ITS HOME SUBJECT TO, AND HEREBY ASSUMES, ALL RISK OF PERSONAL INJURY OR DEATH AND DAMAGE TO OR LOSS OF PROPERTY, OF WHATEVER NATURE, WHILE PRESENT OR SITUATE WITHIN OR UPON OCEAN RIDGE AND (II) WAIVES, AND RELEASES DECLARANT AND ASSOCIATION FROM, ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION OR LIABILITIES WITH RESPECT TO ANY PERSONAL INJURY OR DEATH OR DAMAGE TO OR LOSS OF PROPERTY WHILE PRESENT OR SITUATE WITHIN OR UPON OCEAN RIDGE AND (B) THAT NEITHER DECLARANT NOR THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE MADE, NOR HAS ANY OWNER, OR ANY OF OWNER'S TENANTS, EMPLOYEES, AGENTS, GUESTS, INVITEES OR FAMILY MEMBERS RELIED UPON, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, PERTAINING TO (I) THE EXCLUSIVITY OR SAFETY OF OCEAN RIDGE, (II) THE EFFECTIVENESS OF ANY ACTIVITIES DIRECTED, CONDUCTED, MAINTAINED OR SUPPORTED BY THE DECLARANT OR ASSOCIATION, OR (III) THE SAFETY OR SECURITY OF PERSONS OR PROPERTY WHILE LOCATED OR SITUATED ON OR WITHIN OCEAN RIDGE. The Association and the Owners are responsible for assessing, collecting and reserving sufficient funds to operate, maintain, repair and replace Common Areas.

(Signature on the Following Page)

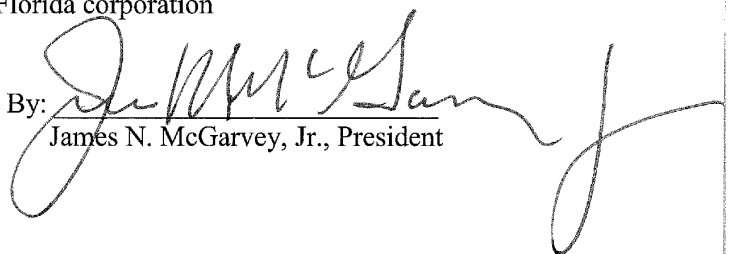
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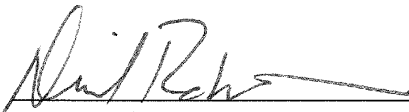
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in their respective names by the undersigned, duly authorized officers, the day and year first above written.

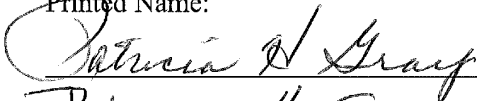
Signed, sealed and delivered in the presence of: **DECLARANT:**

OCEAN RIDGE DEVELOPERS, LLC, a
Florida limited liability company

By: NEIGHBORHOOD REALTY INC. a
Florida corporation

By: 
James N. McGarvey, Jr., President


Dinah Robertson
Printed Name:

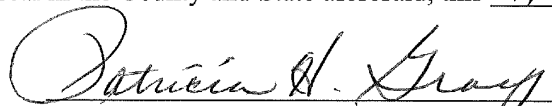

Patricia H. Gray
Printed Name:

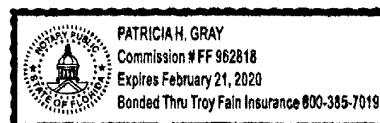
STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared James N. McGarvey, Jr., who is the President of NEIGHBORHOOD REALTY, INC., a Florida corporation, as Manager of OCEAN RIDGE DEVELOPERS, LLC, a Florida limited liability company, and acknowledged before me that he executed the foregoing Declaration in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 24 day of July, 2017.


Notary Public, State of Florida
Printed Name: Patricia H. Gray
Commission Number: FF962818
Commission expires: 2-21-20



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Exhibit "A"**Legal Description of Property**

A PARCEL OF LAND IN GOVERNMENT LOTS 7 AND 10, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 2, SEA OAKS UNIT 1, AS RECORDED IN MAP BOOK 20, PAGES 68 AND 69, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MICKLER BOULEVARD, SAID EAST LINE OF BOULEVARD BEING 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 1,276.33 FEET TO THE SOUTH LINE OF ELEVENTH STREET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE OF ELEVENTH STREET, 815.78 FEET TO THE WEST LINE OF CHATAUQUA BEACH SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 5, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS WEST, ON THE WEST LINE OF SAID CHATAUQUA BEACH SUBDIVISION 1,318.93 FEET TO THE NORTHEAST CORNER OF LOT 19, BLOCK 1 OF SEA OAKS, UNIT 2, PHASE 1A, AS RECORDED IN MAP BOOK 30, PAGES 45 AND 46, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS WEST, ON THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 210.40 FEET TO THE EAST LINE OF OCEAN PINES DRIVE IN SAID SEA OAKS, UNIT 1; THENCE NORTH 00 DEGREES 36 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF OCEAN PINES DRIVE, 89.77 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS WEST, ON THE NORTH LINE OF SEA PINES PLACE IN SAID SEA OAKS, UNIT 1, A DISTANCE OF 390.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF SEA OAKS DRIVE IN SAID SEA OAKS, UNIT 1, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, BLOCK 2, SEA OAKS, UNIT 1; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS WEST, ON THE NORTH LINE OF SAID LOT 15, BLOCK 2, SEA OAKS, UNIT 1, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"**BY-LAWS
OF
OCEAN RIDGE NEIGHBORHOOD ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

DEFINITIONS

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Ocean Ridge.

1**BOOKS AND PAPERS**

1.1 The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

2**MEMBERSHIP**

2.1 Membership of the Association is as set forth in Article 3 of the Articles of Incorporation of the Association.

2.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

REGISTERED AGENT

1. The initial Registered Agent is JAMES N. MCGARVEY, JR, whose address is 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082 or at such other place as the Board of Directors may from time to time designate.

3**BOARD OF DIRECTORS**

3.1 After Transition, as defined in Section 720.307, Florida Statutes, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

3.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

3.3 After Transition, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

3.4 Subject to the provisions of Section 5.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

3.5 Subject to the provisions of Section 5.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

3.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

3.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

3.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of

Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

3.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

3.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

3.11 If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members fourteen (14) days' notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

4

RECALL OF DIRECTORS

4.1 Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of association control, any member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303(10), Florida Statutes.

5

OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice

President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

6

MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote ten percent (10%) of all the votes of the entire membership, or who have a right to vote ten percent (10%) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given,

as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

7

AMENDMENTS

7.1 These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation prior to the Transition of control to the Members as provided in Section 720.307, Florida Statutes.

7.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

7.3 So long as there is a Class B Membership, all amendments to the By-Laws shall be approved by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA").

8

OFFICIAL RECORDS

2. From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

3. A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
4. A photocopy of the By-Laws of the Association and all amendments thereto;

5. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
6. A photocopy of the Declaration and all amendments thereto;
7. A copy of the current Rules and Regulations of the Association;
8. The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
9. A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
10. All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
11. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
12. Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
13. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
14. Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 15. Accurate, itemized, and detailed records for all receipts and expenditures;
 16. A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
 17. All tax returns, financial statements and financial records of the Association; and
 18. Any other records that identify, measure, record or communicate financial information.

Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Unit Owners:

(1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(2) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

(3) Disciplinary, health, insurance, and personnel records of the Association's employees.

(4) Medical records of Unit Owners or community residents.

9

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that a Unit Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Unit Owner's right to inspect records to less than one 8-hour business day per month. The Association may charge up to fifty (50) cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Unit Owners with copies on request during the inspection if the entire request is limited to no more than twenty five (25) pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve-month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote

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or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

9.5 Financial reports shall be prepared in accordance with Section 720.303(6) and (7), Florida Statutes, as amended from time to time, and delivered within the times required by such Sections.

10 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

11 DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes. The current requirements are set forth in Exhibit A to these By-Laws.

[End of Page]

Exhibit A to By-Laws DISCLOSURE

A PROSPECTIVE LOT OWNER IN A COMMUNITY MUST BE presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY FOR OCEAN RIDGE

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$00.00 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$0.00 PER YEAR.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$0.00 PER YEAR.
7. THE DECLARANT MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE LOT OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

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9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DECLARANT.

DATE:

PURCHASER: _____

PURCHASER: _____

(a) The disclosure must be supplied by the Declarant, or by the Lot Owner if the sale is by an owner that is not the Declarant. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

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Exhibit "C"

7/21/2017 Jul. 21. 2017 4:02PM

Division of Corporations

No. 0906 P. 1

N1700007600

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Jul. 21. 2017 4:02PM

No. 0906 P. 27000191910

**ARTICLES OF INCORPORATION
FOR
OCEAN RIDGE NEIGHBORHOOD ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

17 JUL 21 AM 10:11
OFFICIAL RECORDS
STATE OF FLORIDA

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

NAME

The name of the corporation is OCEAN RIDGE NEIGHBORHOOD ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association" these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants and Restrictions for the Ocean Ridge Neighborhood Association, Inc. recorded in Official Records Book _____, Page _____, Public Records of St. Johns County Florida.

OFFICE

The principal office and mailing address of the Association shall be at 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

REGISTERED AGENT

The initial registered agent is JAMES N. MCGARVEY, JR., whose address is 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082, or at such other place as the Board of Directors may from time to time designate.

PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions and Restrictions for the Ocean Ridge Neighborhood Association, Inc. recorded in Official Records Book _____, Page _____, Public Records of St. Johns County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Area thereof for the benefit of the Owners who become members of the Association.

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POWERS

The powers of the Association shall include and be governed by the following:

General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the Laws of Florida (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Stormwater Management System.

To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided, however, the Common Area may not be mortgaged without the consent of the Owners with voting power representing two-thirds (2/3rd) of the votes.

To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property to be maintained by the Association pursuant to the Declaration.

To purchase insurance upon the Common Area, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration.

To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.

To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Area and applicable law.

To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make

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assessments, promulgate rules and execute contracts on behalf of the Association.

To employ personnel to perform the services required for the proper operation and maintenance of the Common Area.

To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

To operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("District") Permit No. 40-109-47408-8 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration which relate to the Stormwater Management System.

Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.

Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by (the "Act") the Florida Not-For-Profit Corporation Act (Chapters 617 and 720, Florida Statutes). In the event of termination, dissolution or final liquidation of the Association, the responsibility for operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Rule 62-330, Florida Administrative Code, and be approved by the District prior to such termination, dissolution or liquidation.

Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

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MEMBERS

Membership. The members of the Association shall consist of the record title owners of Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot or Unit.

Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Unit for which that share is held.

Classes of Memberships and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A Members shall be all Owners, with the exception of the ("Declarant") (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such member.

Class B Member. The Class B Member shall be Ocean Ridge Developers, LLC, a Florida limited liability company (the "Declarant"), who shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events: ("Turnover");

When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

In accordance with the turnover rules or requirements of the Act (if sooner than (2) above); or

Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

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No. 0906 P. 6
H17000191910**INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

James N. McGarvey, Jr.

1102 A1A North, Suite 102
Ponte Vedra Beach, Florida 32082**TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Rule 62-330, Florida Administrative Code and be approved by the District prior to such termination, dissolution or liquidation.

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME:	ADDRESS:
President: James N. McGarvey, Jr.	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082
Vice President: Matthew S. McGarvey	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082
Secretary/Treasurer: Dinah Robertson	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082

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DIRECTORS

Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.

Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.

Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
James N. McGarvey, Jr.	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082
Matthew S. McGarvey	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082
Dinah Robertson	1102 A1A North, Suite 102 Ponte Vedra Beach, Florida 32082

Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the

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director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

INDEMNIFICATION PROVISIONS

Except as provided in Section 617.0834, Florida Statutes, the indemnification provisions of Section 607.0831, Florida Statutes, and Section 607.0850, Florida Statutes, shall apply to this Association pursuant to the provisions of Section 617.0831, Florida Statutes. However, for purposes of indemnification, the term "Director" does not include a director appointed by the Declarant to the board of directors of this Association.

BYLAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds (2/3rd) of the votes of the members of the Association who have voting power at the time of such amendment.

Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of St. Johns County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

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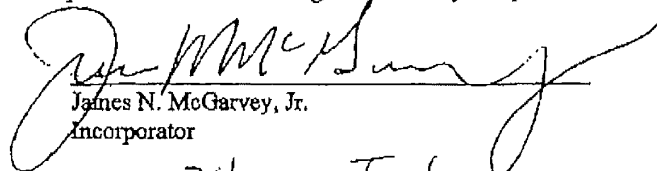
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No. 0906 P. 9
H17000191910**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082, with the privilege of having its office and branch offices at other places within or without of the State of Florida. The initial registered agent at that address shall be James N. McGarvey, Jr.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

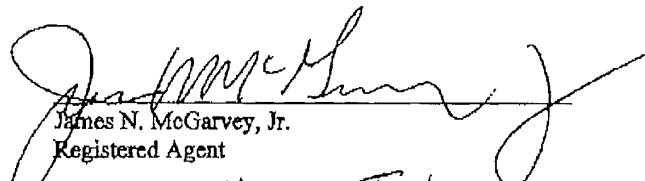

James N. McGarvey, Jr.
Incorporator
Dated this 24 day of July, 2017.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of St. Johns, State of Florida, the Association named in the said articles has named James N. McGarvey, Jr. whose address is 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


James N. McGarvey, Jr.
Registered Agent
Dated this 24 day of July, 2017.

JUL 21 2017
STATE
OF FLORIDA

17 JUL 21 AM 10:11

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Exhibit "D"

Water Management District Permit

COPY

BK: 4409 PG: 198



St. Johns River Water Management District

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

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

November 8, 2016

Brad Runk
Runk Properties Inc
1985 Mizell Rd
St Augustine, FL 32080-9188

Re: Ocean Ridge
47408-11

(Please reference the above numbers on all submittals.)

Dear Mr. Runk:

The St. Johns River Water Management District (District) received your written notice to use the provisions of Section 252.363 of the Florida Statutes to extend the duration of the above referenced permit, which authorized activities and works within the geographic area affected by the Governor's declaration of a state of emergency for Tropical Storm Colin, Zika virus, Tropical Storm Hermine, and Hurricane Matthew, established by Executive Order(s) 2016-136, 2016-149 & 2016-193 & 2016-233, 2016-205 & 2016-206, 2016-230), issued on 6/6/2016, 6/23/2016, 8/31/2016 and 10/3/2016. Please note that the 6 month extension period is applied only once for the Zika Virus executive order.

Based on a review of the permit file and the information provided in your written notice, your permit meets the requirements set forth in section 252.363 of the Florida Statutes. Accordingly, the District has changed the expiration date of the above referenced permit as follows:

Original Expiration Date: February 16, 2019

New Expiration Date: February 12, 2021

All dates contained in the terms and conditions of the permit pertaining to deadlines, such as for commencing or completing construction, completing any mitigation, and submitting reports for the activity authorized by the permit are modified in recognition of, and relative to, the new expiration date. You are advised that section 252.363 of the Florida Statutes requires that, "If the permit or other authorization for a phased construction project is extended, the commencement and completion dates for any required mitigation are extended such that the mitigation activities occur in the same timeframe relative to the phase as originally permitted."

This extension does not:

- Alter any other terms or conditions of the permit.

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
ORLANDO

Carla Yetter, TREASURER
FERNANDINA BEACH

Douglas C. Bournique
VERO BEACH

John P. Browning, Jr.
EAST PALATKA

Douglas Burnett
ST. AUGUSTINE

Maryam H. Ghyabi
ORMOND BEACH

Ron Howse
COCOA

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- Affect the expiration date of any associated state-owned submerged lands lease or easement that was executed for the activities authorized in the permit. It also does not change any terms or conditions contained in the lease or easement, such as deadlines for submittal of any required lease fees.
- Affect the water quality certification determination under Section 401, Public Law 92-500, 33 U.S.C. Section 1341 made as part of the permit.
- Affect the coastal zone consistency concurrence determination made under Florida's Coastal Zone Management Program in Section 307 of the Coastal Zone Management Act and 15 CFR 930, Subpart D originally contained in the permit.
- Affect the expiration date of any state, federal, or local permit, license, or authorization related to this permit, specifically including any federal permit under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899.

If you have any questions, please contact Marc Van Heden at 321-508-9545 or by email at mvanheden@sjrwmd.com.

To respond to this letter electronically, e-mail your response to ComplianceSupport@sjrwmd.com or online at www.sjrwmd.com/permitting. Select "Apply for a permit" or Submit compliance data" link.

Sincerely,



John Juilianna
Regulatory Coordinator

cc: Marc Van Heden
Ellen Avery-Smith

COPY
Rogers Towers
100 Whetstone Pl Ste 100
Saint Augustine, FL 32086-5775

U.S. Army Corps of Engineers

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St. Johns River Water Management District

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

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

April 11, 2016

James N McGarvey, Jr.
Ocean Ridge Developers, LLC
Ste 102
1102 A1A N
Ponte Vedra, FL 32082-4098

SUBJECT: Transfer of an Environmental Resource Permit
Permit Number 47408-9
Project Name: Ocean Ridge

Dear Sir/Madam:

The St. Johns River Water Management District (District) has received your request to transfer the attached permit to Ocean Ridge Developers, LLC. In support of this request, the District has received sufficient ownership or control documentation from Ocean Ridge Developers, LLC, which has accepted this permit and all of the listed conditions.

This permit is hereby transferred to Ocean Ridge Developers, LLC. As the new permit holder, you are required to comply with all the conditions as noted in the permit. If you have any questions concerning the conditions of your permit, please contact Dale Lovell, Compliance Coordinator, in the Jacksonville Service Center at (904) 448-7919.

This permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work. The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of compliance information.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form.

The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the Environmental Resource Permit (ERP) application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Office of Business and Administrative Services at (386) 329-4570.

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
ORLANDO

Carla Yetter, TREASURER
FERNANDINA BEACH

Douglas C. Bournique
VERO BEACH

John P. Browning, Jr.
EAST PALATKA

Douglas Burnett
ST. AUGUSTINE

Maryam H. Ghyabi
ORMOND BEACH

Ron Howse
COCOA

BK: 4409 PG: 201

Transferring Your Permit:

As required by a condition of your permit, you must notify the District within 30 days of any sale, conveyance or other transfer of a permitted system or facility, or within 30 days of any change in ownership or control of the real property (or project or activity) where the permitted system or facility is located. You will need to provide the District with the information specified in Rule 62-330.340, Florida Administrative Code (name and address of the transferee and a copy of the instrument effectuating the transfer). Please note that a permittee remains jointly and severally liable with the new owner for any corrective actions that may be required as a result of any permit violations that occur before the permit is transferred, so it is recommended that you request a permit transfer promptly to reduce your potential liability.

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

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit, Conditions for Issuance

cc: District Permit File

Brad Runk
Runk Properties Inc
1985 Mizell Rd
St Augustine, FL 32080-9188

COPY

BK: 4409 PG: 202

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

PERMIT NO. 47408-9TRANSFER PERMIT ISSUED: April 11, 2016PROJECT NAME: Ocean Ridge**A PERMIT AUTHORIZING:**

Construction of a surface water management system with stormwater treatment by wet detention for Ocean Ridge Subdivision, a 72-lot, 22.7-acre single family residential subdivision to be constructed by the plans received by the District on January 17, 2007 and as amended by plan sheet 6 of 20, received January 29, 2007.

LOCATION:

SECTION(S):

34

St. Johns County

TOWNSHIP(S):

7S

RANGE(S):

30E

ISSUED TO:

James N McGarvey, Jr.
Ocean Ridge Developers, LLC
Ste 102
1102 A1A N
Ponte Vedra, FL 32082-4098

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

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

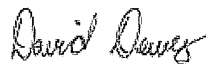
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated April 11, 2016

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By:



David Dewey
Regulatory Coordinator

BK: 4409 PG: 203

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 47408-9
Ocean Ridge
PERMIT TRANSFER ISSUED April 11, 2016

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
7. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first.

For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
9. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and one copy of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
10. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee.

Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

11. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
12. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
13. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
14. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
15. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
16. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
17. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
18. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
19. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

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22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the District, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.
23. This permit for construction will expire on February 16, 2019.
24. This permit does not authorize any impacts to wetlands.
25. Prior to beginning any construction associated with this project, the applicant must have a qualified professional perform a cultural resource reconnaissance survey of the property, including judgmental subsurface testing, in order to assess the probability of the presence of historic properties. The resultant survey must conform to the specification set forth in Chapter 1A-46, F.A.C., and will need to be forwarded to both this agency and the Division of Historical Resources (DHR). Further investigations may be necessary if resources are encountered. Comments from DHR regarding the survey and resultant report must be received and written approval from District staff obtained prior to beginning any construction associated with this project.
26. The surface water management system must be constructed as per plans received by the District on January 17, 2007, and as amended by plan sheet 6 of 20, received January 29, 2007.
27. The applicant must receive the appropriate District approval prior to deviating from the lot fill plan for lots 36 & 37.

COPY

BK: 4409 PG: 207



St. Johns River Water Management District

Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

January 15, 2014

Runk Properties Inc
1985 Mizell Rd
St Augustine, FL 32080

SUBJECT: Permit Number 40-109-47408-8
Ocean Ridge

Dear Sir/Madam:

Enclosed is your permit issued by the St. Johns River Water Management District on January 15, 2014. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

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

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form.

The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

As required by a condition of your permit, you must notify the District in writing within 30 days of any sale, conveyance or other transfer of a permitted system or facility, or within 30 days of any transfer of ownership or control of the real property where the permitted system or facility is

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO
Douglas C. Bournique
VERO BEACH

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Douglas Burnett
ST. AUGUSTINE

Fred N. Roberts, Jr., SECRETARY
OCALA
Lad Daniels
JACKSONVILLE

George W. Robbins, TREASURER
JACKSONVILLE
Chuck Drake
ORLANDO
W. Leonard Wood
FERNANDINA BEACH

BK: 4409 PG: 208

located. You will need to provide the District with the information specified in District rule 40C-1.612, Florida Administrative Code (name and address of the transferee and a copy of the instrument effectuating the transfer). Please note that a permittee remains liable for any corrective actions that may be required as a result of any permit violations that occur before the sale, conveyance, or other transfer of the system or facility, so it is recommended that you request a permit transfer in advance.

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

Sincerely,



Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

COPY

BK: 4409 PG: 209

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

PERMIT NO. 40-109-47408-8DATE ISSUED: January 15, 2014PROJECT NAME: Ocean Ridge**A PERMIT AUTHORIZING:**

This permit modification extends the duration of a previously issued permit. This permit authorizes the construction of a stormwater management system with stormwater treatment by wet detention for Ocean Ridge Subdivision, a 37 lot, 22.7-acre single family residential subdivision.

LOCATION:

SECTION(S): 34

TOWNSHIP(S): 7S RANGE(S): 30E

St. Johns County

ISSUED TO:

Runk Properties Inc
1985 Mizell Rd
St Augustine, FL 32080

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

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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated January 15, 2014

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

By:



David Miracle
Service Center Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-109-47408-8
Runk Properties Inc
DATED January 15, 2014

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
7. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance

documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
9. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and one copy of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
10. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

11. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
12. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
13. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
14. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
15. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
16. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
17. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
18. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
19. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted.

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The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the District, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

23. This permit for construction will expire on February 16, 2019.
24. This permit does not authorize any impacts to wetlands.
25. Prior to beginning any construction associated with this project, the applicant must have a qualified professional perform a cultural resource reconnaissance survey of the property, including judgmental subsurface testing, in order to assess the probability of the presence of historic properties. The resultant survey must conform to the specification set forth in Chapter 1A-46, F.A.C., and will need to be forwarded to both this agency and the Division of Historical Resources (DHR). Further investigations may be necessary if resources are encountered. Comments from DHR regarding the survey and resultant report must be received and written approval from District staff obtained prior to beginning any construction associated with this project.
26. The surface water management system must be constructed as per plans received by the District on January 17, 2007, and as amended by plan sheet 6 of 20, received January 29, 2007.
27. The applicant must receive the appropriate District approval prior to deviating from the lot fill plan for lots 36 & 37.

COPY

Notice Of Rights

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

Notice Of Rights

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

NOR.Decision.DOC.001
Revised 12.7.11

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Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Runk Properties Inc
1985 Mizell Rd
St Augustine, FL 32080

This 15th day of January, 2014.

M. Daniels

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 40-109-47408-8

COPY

BK: 4409 PG: 217

NOTICING INFORMATION

Dear Permittee:

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

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

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

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

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,



Margaret Daniels, Bureau Chief

Bureau of Regulatory Support

COPY

BK: 4409 PG: 218

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

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

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

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty six (26) days of the District depositing the notice of intended District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing notice of intended District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., is not available.

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

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

If you wish to do so, please visit <http://floridaswater.com/notic eofrights/> to read the complete Notice of Rights to determine any legal rights you may have concerning the District's intended decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Bureau Chief, Bureau of Regulatory Support (RS), 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

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NEWSPAPER ADVERTISING**ALACHUA**

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

BRAFORD

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

CLAY

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

FLAGLER

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

LAKE

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

NASSAU

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

ORANGE

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

PUTNAM

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

SEMINOLE

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

BAKER

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

BREVARD

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

DUVAL

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

INDIAN RIVER

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

MARION

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

OKEECHOBEE

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

OSCEOLA

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

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

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

BK: 4409 PG: 220



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

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

February 16, 2007

Neighborhood Realty Inc
4632 Osceola Ave
Jacksonville Beach, FL 32250

SUBJECT: Permit Number 40-109-47408-4
Ocean Ridge Subdivision

Dear Sir/Madam:

Enclosed is your general permit as authorized by the staff of the St. Johns River Water Management District on February 16, 2007.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

Please be advised that the District has not published a notice in the newspaper advising the public that it is issuing a permit for this proposed project. Publication, using the District form, notifies members of the public (third parties) of their rights to challenge the issuance of the general permit. If proper notice is given by publication, third parties have a 21-day time limit on the time they have to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the general permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your use.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale and if you provide the information required by 40C-1.612, F.A.C. Please assist us in this matter so as to maintain a valid permit for the new property owner.


GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	John G. Sowinski, VICE CHAIRMAN ORLANDO	Ann T. Moore, SECRETARY BUNNELL	Duane L. Ottenstroer, TREASURER JACKSONVILLE
R. Clay Albright OCALA	Susan N. Hughes PONTE VEDRA	William W. Kerr MELBOURNE BEACH	Ometrias D. Long APOPKA
			W. Leonard Wood FERNANDINA BEACH

BK: 4409 PG: 221

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,



Nancy Tatum
Service Ctr Data Mgt Supervisor
Division of Permit Data Services

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Consultant: Connelly & Wicker, Inc
10060 Skinner Lake Dr, Ste 500
Jacksonville, FL 32246

COPY

BK: 4409 PG: 222

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

PERMIT NO. 40-109-47408-4**DATE ISSUED:** February 16, 2007**PROJECT NAME:** Ocean Ridge Subdivision**A PERMIT AUTHORIZING:**

Construction of a Surface Water Management System for Ocean Ridge Subdivision, a 22.70-acre single-family residential development.

LOCATION:

Section(s):	34	Township(s):	-7	Range(s):	30
	34		7S		30E

St. Johns County

Neighborhood Realty Inc
4632 Osceola Ave
Jacksonville Beach, FL 32250

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

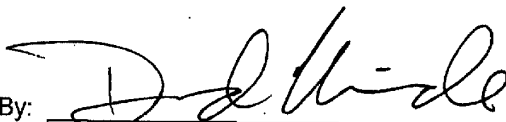
This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 16, 2007

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 
(Service Center Director - Jacksonville)
David Miracle

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-109-47408-4
NEIGHBORHOOD REALTY INC
DATED FEBRUARY 16, 2007

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

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22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The operation and Maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District Form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
24. This permit does not authorize any impacts to wetlands.
25. Prior to beginning any construction associated with this project, the applicant must have a qualified professional perform a cultural resource reconnaissance survey of the property, including judgmental subsurface testing, in order to assess the probability of the presence of historic properties. The resultant survey must conform to the specification set forth in Chapter 1A-46, F.A.C., and will need to be forwarded to both this agency and the Division of Historical Resources. Further investigations may be necessary if resources are encountered. Comments from DHR regarding the survey and resultant report must be received and written approval from District staff obtained prior to beginning any construction associated with this project.
26. The surface water management system must be constructed as per plans received by the District on January 17, 2007, and as amended by plan sheet 6 of 20, received January 29, 2007.
27. The applicant must receive the appropriate District approval prior to deviating from the lot fill plan for lots 36 & 37.

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1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 5 below. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
2. If the Governing Board takes action that substantially differs from the notice of District decision, a person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District, but this request for administrative hearing shall only address the substantial deviation. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) at the office of the District Clerk at the mail/street address or email address described in paragraph no. 1 above, within twenty-six (26) days of the District depositing notice of final-District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of final District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of final District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
3. A person whose substantial interests are or may be affected has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must also comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

5. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida. Petitions received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sirwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
8. A person with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of their property, has the right to, within 30 days of receipt of the notice of District decision regarding a permit application, apply for a special magistrate proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the Office of the District Clerk located at District Headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, FL 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes. Requests for relief received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph nos. 1 or 2 above. (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph nos. 1 or 2 above waives the right to a special magistrate proceeding. (Subsection 70.51(10)(b), Florida Statutes).
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special magistrate proceeding. (Subsection 70.51(3), Florida Statutes).

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11. Any person whose substantial interests are or may be affected who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Florida Department of Environmental Protection and any person named in the order within 20 days of the rendering of the District order.
14. A District action is considered rendered, as referred to in paragraph nos. 11, 12, and 13 above, after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraph nos. 11 and 12 above, or for Commission review as described in paragraph no. 13 above, will result in waiver of that right to review.

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Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Neighborhood Realty Inc
4632 Osceola Ave
Jacksonville Beach, FL 32250

At 4:00 p.m. this 16th day of February, 2007.



Division of Permit Data Services
Gloria Lewis, Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4152
Permit Number: 40-109-47408-4

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