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**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SANDY CREEK**

**THIS DOCUMENT PREPARED BY  
AND RETURN TO:**

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**SANDY CREEK**

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**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SANDY CREEK**

**THIS MASTER DECLARATION** is made this 29 day of May, 2007, by **SANDY CREEK INVESTMENT CORP.**, a Florida corporation (the "Developer"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II  
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Articles**. The Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof.

Section 2.2 **Association**. The Sandy Creek Property Owners Master Association, a Florida corporation not-for-profit and its successors and assigns, whether now existing or created hereinafter.

Section 2.3 **Board**. The Board of Directors of the Association.

Section 2.4 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for office, wholesale, warehouse, recreational, service, industrial, multi-family, or other similar use as may be permitted by applicable law from time to time in effect. No Building Site shall

include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD, as hereinafter described.

Section 2.5 **Bylaws.** The Bylaws of the Association, as same may be amended from time to time. A copy of the initial Bylaws are attached hereto as Exhibit "D" and by this reference made a part hereof.

Section 2.6 **CDD.** The Community Development District for Sandy Creek as authorized by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 2004-23.

Section 2.7 **Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot or a Multi-family Improvement, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including but not limited to, business and professional offices, facilities for the retail or wholesale sale of goods and services, warehouses, banks and other financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, and gasoline stations.

Section 2.8 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association or the CDD, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.8, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit "B" attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.9 **Developer.** Sandy Creek Investment Corp., a Florida corporation, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Sandy Creek Investment Corp. as the Developer of the Property is not intended and shall not be construed, to impose upon Sandy Creek Investment Corp. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Sandy Creek Investment Corp. and develop and resell the same.

Section 2.10 **INTENTIONALLY OMITTED.**

Section 2.11 **Lot.** Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

Section 2.12 **Multi-family Improvements**. Any proposed or completed improvements located within the Property intended and designed for use as two (2) or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one (1) or more Owners.

Section 2.13 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.14 **Property or Sandy Creek**. The real property described on the attached Exhibit "A" and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.15 **PUD**. Planned Unit Development Ordinance Number 2003-67, as amended by Small Adjustment under File Number SMADJ 2005-70 (as recorded in Official Records Book 2563, page 735 of the public records of St. Johns County, Florida), as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.16 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.17 **Subassociation**. Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.18 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot or Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration. The addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add lands to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplemental Declaration executed by the Developer with respect to the lands to be withdrawn.

**ARTICLE IV**  
**COMMON AREA RIGHTS**

Section 4.1 **Conveyance of Common Area.** Except for grants made in the adoption and dedication language of any Plat of the Property or portion thereof, or by separate conveyance therein referenced, Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the CDD, subject to covenants, easements,



restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the CDD shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the CDD, the CDD shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. IN ADDITION, BY ACCEPTANCE OF SUCH CONVEYANCE, THE CDD ALSO AGREES TO MAINTAIN AND OPERATE THE COMMON AREA. In the event that the CDD shall for any reason fail to maintain the Common Area, or any other portion of the Property or other property or improvements located within the vicinity of the Property, as required by this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.
- (c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the PUD;
- (d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by the Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area, over any other Owner's property or other privately owned portions of the Property.

**Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by a recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owner in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 2.6 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

**Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.**

(a) The CDD shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof situated on the Common Area, if any). The CDD shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or St. Johns County, Florida, and in accordance with the PUD. Notwithstanding any provision of this Declaration to the contrary, the CDD shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other

surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD.

(b) In the event that the CDD shall for any reason fail to maintain the portions of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located within the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

**Section 4.5 Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of the Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way which was the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 5.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Building Site within the Property hereby covenants, and 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 and shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

#### **Section 5.2 Purpose of Assessments.**

(a) The assessments levied by the Association ("Association Assessments") and the CDD ("CDD Assessments") against all Owners shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or

rights of the Association and the CDD as set forth in this Declaration, for the improvements and maintenance of the Common Area, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association and/or the CDD is or may become a party.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 5.3 hereof.

Section 5.3 **Calculation and Collection of Assessments.** Association Assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total Association Assessments or any special assessment shall be based upon the following calculations:

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special Association Assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the maximum annual Association Assessment amount allocated to each Assessment Equivalent is Two Hundred and No/100 Dollars (\$200.00) per Assessment Equivalent. From and after December 31, 2007, such amount may be decreased or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 5.3. For purposes of determining the amount of any increase in annual Association Assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.4 hereof) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the special assessment allocable to each Lot or Building Site.

(b) The share of the total annual and any special Association Assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

(i) The Owners of Lots shall pay annual and special Association Assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special Association Assessments based upon one (1) Assessment Equivalent for each two thousand five hundred (2,500) square feet of heated and air conditioned space located within completed improvements constructed upon such Owner's Building Site, rounded to the nearest two thousand five hundred (2,500) square feet. Building Sites with improvements located thereon or approved for

construction which are comprised of less than two thousand five hundred (2,500) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each. Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owner's Building Site.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida; provided, however, no assessment shall be levied upon a Lot until it shall have been improved with a Residential Dwelling Unit and such improved Lot is sold to a purchaser (a "Finished Home Sale"). Upon each Finished Home Sale, coincident therewith there shall be due a one time capital assessment of Five Hundred and No/100 Dollars (\$500.00) for each Lot upon the initial Finished Home Sale. Annual Association Assessments shall be collectable in advance annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners of Lots or Building Sites who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Section 5.4 **Area Assessments.** The Board of Directors may establish and levy annual and special Association Assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

Section 5.5 **Sandy Creek CDD Assessments.** The Community Development District for Sandy Creek also imposes assessments upon the Property for the maintenance and the payment of the principal and interest on the bonds issued by the CDD. The initial and ongoing CDD assessment is the annual sum of \$1,490.00 per Lot and is collected by the St. Johns County Tax Collector on the annual tax bill for each Lot. This amount is for payment of the principal and interest on the CDD bonds. Additionally, the O&M expense will be determined based on the cost of the maintenance and upkeep of the amenity facility and will also be collected by the St. Johns County Tax Collector. The estimated amount for the O&M assessment is \$700.00, but will vary based on the actual expenses incurred.

Section 5.6 **Effect of Non-Payment of Assessments: Lien, Personal Obligation, and Remedies of Association.** The lien of the Association 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 Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings on behalf of the Association. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 5.7 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.8 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, and other portions of the Property owned by the Developer, or its successors and assigns, shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer, or its successors and assigns, shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development

Period. The Development Period shall begin upon the conveyance of the first Lot or Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots and Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots or Building Sites within the Property.

## **ARTICLE VI**

### **UTILITY PROVISIONS**

Section 6.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 6.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 6.3 **INTENTIONALLY OMITTED.**

Section 6.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

## **ARTICLE VII**

### **USE RESTRICTIONS AND RIGHTS AND EASEMENTS**

#### **RESERVED BY DEVELOPER**

Section 7.1 **Common PUD.** Due to the integrated nature of the Property and the lands described in the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 7.2 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use,

marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 7.3 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the property owned by the Developer, without the consent or joinder of any other party.

Section 7.4 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 7.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 7.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 7.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Surface Water or Stormwater management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 7.7 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer



shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 7.8 **Additional Easements**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 7.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 7.9 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

Section 8.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformation with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 8.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Sandy Creek. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article VIII. The Developer may also require submission of samples of building materials proposed for use on any Lot or Building Site, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or Building Site, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VIII.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article VIII.

Section 8.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's

obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 8.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article VIII to the Association, which upon such assignment shall automatically assume all of the Developer's obligations under this Article VIII. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB") who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control authorized by this Article VIII.

Section 8.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any 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 related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given granted or withheld by the Developer, the ARB or the Association.

## **ARTICLE IX**

### **NOTICE OF PERMIT REQUIREMENTS**

Section 9.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-1999-2779-MRE ISSUED BY THE ACOE AND PERMIT NUMBER 4-109-86407-3, ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BE ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION

THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

## **ARTICLE X**

### **GENERAL PROVISIONS**

Section 10.1 **Ground Leased Land.** Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.1 shall be dispositive.

Section 10.2 **Developer's Reserved Rights Re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 10.2, shall be dispositive for all purposes; providing nothing contained in this Section 10.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

### Section 10.3 **Remedies for Violations.**

10.3.1 **Enforcement Options.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD 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 Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be

entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

10.3.2 **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his leasees, guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) **Enforcement Committee:** The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(c) **Hearing:** The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts:** The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot or Building Site owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) **Payment of Fines:** Fines shall be paid not later than fourteen (14) days after the notice of imposition or assessment of the penalties.

(f) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.

(h) **Non-exclusive Remedy:** The imposition of fines authorized by the Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided,

however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 10.5 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 10.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 10.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to his Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 10.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the ACOE Permit. The Developer hereby assigns to the CDD, and the CDD shall be solely responsible for, all of the Developer's obligations and responsibilities for compliance with the ACOE Permit. The CDD shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the ACOE Permit occasioned wholly or in part by any act or omission of the CDD or its agents, contractors, employees, servants or licensees.

Section 10.9 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 10.10 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.11 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 10.12 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 29 day of May, 2007.

Signed, sealed and delivered in the presence of:

Jill Lambert  
Print Name: Jill Lambert

Tennie M. Lesniak  
Print Name: Tennie M. Lesniak

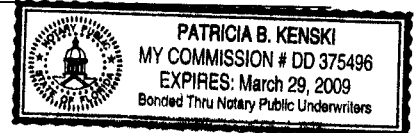
SANDY CREEK INVESTMENT CORP.,  
a Florida corporation

By: [Signature]  
Print Name: JOHN A. SEMANIK  
Title: PRESIDENT  
Date of Execution: 5/29/07

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of May, 2007, by John A. Semanik, as President of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

[Signature]  
Print name: Patricia B. Kenski  
Notary Public, State of Florida at Large  
My Commission expires:





**CONSENT AND JOINDER OF MORTGAGEE**

CLC, INC., a Florida corporation ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book 2044, at page 604 of the public records of St. Johns County, Florida. Mortgagee joins in the foregoing Master Declaration of Covenants and Restrictions for Sandy Creek to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of this Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered

In the presence of:

Camille Larson  
Print name: Camille Larson

Charles E Rutland  
Print name: CHARLES E. RUTLAND

CLC, INC.,  
a Florida corporation.

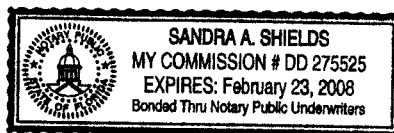
By: Keith P. Zys

Its: C.E.O.  
Date of Execution: 5-29-07

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MAY, 2007, by LUTHER COGGIN, the CEO of CLC, Inc., a Florida corporation on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Sandra A. Shields  
Print name: SANDRA A. SHIELDS  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_



**CONSENT AND JOINDER**

**COMMUNITY DEVELOPMENT DISTRICT FOR SANDY CREEK**, a \_\_\_\_\_ joins in the foregoing Master Declaration of Covenants and Restrictions for Sandy Creek to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of this Declaration and its agreement that its interest shall be subordinated thereto.

Signed, sealed and delivered  
In the presence of:

*[Signature]*  
Print name: Bill Lambert

*[Signature]*  
Print name: Jennie M. Lesnick

**COMMUNITY DEVELOPMENT DISTRICT  
FOR SANDY CREEK**,

a \_\_\_\_\_

By: *[Signature]*

John A. Semanik

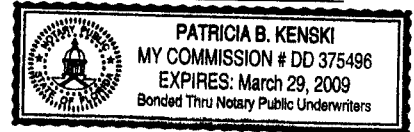
Its: CHAIRMAN

Date of Execution: 5/24/07

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of May, 2007, by John A. Semanik, the Chairman of Community Development District for Sandy Creek, a body politic, on behalf of the \_\_\_\_\_, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

*[Signature]*  
Print name: Patricia B. Kenski  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_



**CONSENT AND JOINDER**

**SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION**, a Florida corporation joins in the foregoing Master Declaration of Covenants and Restrictions for Sandy Creek to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of this Declaration.

Signed, sealed and delivered  
In the presence of:

Jill Lambert  
Print name: Jill Lambert

John A. Semanik  
Print name: John A. Semanik

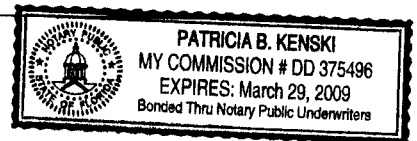
**SANDY CREEK PROPERTY OWNERS  
MASTER ASSOCIATION**, a Florida corporation

By: John A. Semanik  
Its: President  
Date of Execution: 5/24/07

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of May, 2007, by John A. Semanik, the President of Sandy Creek Property Owners Master Association, a Florida corporation on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Patricia B. Kenski  
Print name: Patricia B. Kenski  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_



**EXHIBIT "A"****SANDY CREEK PHASE 1**

A PART OF SECTION 21, TOGETHER WITH A PART OF THE F. J. FATIO GRANT, SECTION 40, TOWNSHIP 5, SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2319.34 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°01'35" EAST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 413.14 FEET; THENCE SOUTH 53°06'41" WEST LEAVING SAID EAST LINE, A DISTANCE OF 1081.21 FEET; THENCE SOUTH 75°20'21" WEST, A DISTANCE OF 489.19 FEET; THENCE SOUTH 20°48'34" WEST, A DISTANCE OF 704.67 FEET; THENCE SOUTH 65°21'07" WEST, A DISTANCE OF 348.84 FEET; THENCE SOUTH 79°04'39" WEST, A DISTANCE OF 850.08 FEET; THENCE SOUTH 67°22'12" WEST, A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 267.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°15'24" WEST AND A CHORD DISTANCE OF 266.94 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 268.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°54'42" WEST AND A CHORD DISTANCE OF 259.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°56'25" WEST, A DISTANCE OF 874.02 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 341.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°07'13" WEST AND A CHORD DISTANCE OF 329.37 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 88°38'40" WEST, A DISTANCE OF 164.08 FEET; THENCE SOUTH 54°57'08" WEST, A DISTANCE OF 22.34 FEET; THENCE SOUTH 37°50'52" WEST, A DISTANCE OF 67.31 FEET; THENCE SOUTH 33°33'25" WEST, A DISTANCE OF 56.12 FEET; THENCE SOUTH 08°02'37" WEST, A DISTANCE OF 93.64 FEET; THENCE SOUTH 28°58'36" EAST, A DISTANCE OF 96.47 FEET; THENCE SOUTH 31°05'31" EAST, A DISTANCE OF 51.33 FEET; THENCE SOUTH 08°18'12" EAST, A DISTANCE OF 37.59 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 194.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°21'24" WEST AND A CHORD DISTANCE OF 184.37 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 86°51'54" WEST, A DISTANCE OF 64.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78080-2403); THENCE NORTH 03°07'21" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 634.31 FEET; THENCE NORTH 88°39'33" LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2133.95 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE NORTH 01°42'52" WEST, A DISTANCE OF 800.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 104.46 ACRES MORE OR LESS.

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**EXHIBIT "B"**

Common Area

Areas to be designated as “Common Area” shall be designated at a future date pursuant to rights reserved to the Developer pursuant to Section 4.3 of the Master Declaration of Covenants and Restrictions for Sandy Creek to which this Exhibit “B” is attached.

**EXHIBIT "C"****ARTICLES OF INCORPORATION  
OF  
SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in that certain Master Declaration of Covenants and Restrictions for Sandy Creek recorded in the Public Records of St. Johns County, Florida, as it may be modified and supplemented from time to time (the "Declaration").

**ARTICLE I – NAME**

The name of the corporation is SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC., hereinafter referred to as the "Association."

**ARTICLE II – TERM OF EXISTENCE**

This Association shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

**ARTICLE III – REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

John A. Semanik  
Semanik Investment Corporation  
2120 Corporate Square Boulevard, Suite 3  
Jacksonville, Florida 32216

**ARTICLE IV – PRINCIPAL OFFICE**

The principal office of the Association shall be located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

**ARTICLE V – PURPOSE AND POWERS**

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Area, all within that certain tract

of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.
2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
3. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.
4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.
5. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.
6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.
7. To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Area.
8. To maintain, repair, replace, operate and manage the Common Area.
9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Area.
10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.
11. INTENTIONALLY DELETED.

12. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

13. To timely file all required corporate filings with the Florida Secretary of State's office.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

#### **ARTICLE VI – MEMBERSHIP**

1. Every person or entity who is record owner of a fee or undivided fee interest in any Lot, including the developer, and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of St. Johns County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

3. The interest 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 owned by such Member.

#### **ARTICLE VII – VOTING RIGHTS**

The Association shall have voting Members:

1. The Members shall be the Developer and shall be entitled to one (1) vote per Lot owned by the Developer until the occurrence of the earlier of the following events ("Turnover"):

a. When the Developer owns less than three (3) contiguous acres of the Property or



- b. At such earlier time as the Developer, in its sole discretion, may elect.

After Turnover, the Members of the Association may vote to elect the majority of the Board of Directors. After Turnover, the Developer shall have one vote for each Lot owned by Developer. After Turnover, for so long as the Developer owns at least five percent (5%) of the Lots within the Property, the Developer may appoint the minority of the Board of Directors or not less than one (1) Director.

### **ARTICLE VIII – BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members of the Association may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending these Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of these Articles.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<b><u>Name</u></b>	<b><u>Address</u></b>
John A. Semanik	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Katherine S. Carpenter	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Suzanne Taylor	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216

Until Turnover, the Board of Directors shall consist of Directors, appointed by the Members of the Association, who shall serve until those Members no longer have the right to appoint any Directors.

At the first annual meeting after Turnover, the Members shall elect one-third (1/3) of the Directors to be elected by the Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Members for a term of three (3) years (should the membership of

the Board of Directors not be divisible by three, then the directors should be made as nearly equal as possible). At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Members for terms of three (3) years; provided however, for so long as the Member has the right to appoint the minority of the Directors or at least one Director, the Member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Member owns at least five percent (5%) of the Lots within the Property, the Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

#### **ARTICLE IX – DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each of the Members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In addition, the conveyance of any portion of the Stormwater Management System, or the transfer of any maintenance obligations pertaining to the Stormwater Management System must be to an entity which would comply with Section 40C-42.027, Florida Administrative Code, and the approval of the St. Johns River Water Management District must be obtained, prior to such termination, dissolution or liquidation.

#### **ARTICLE X – OFFICERS**

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name</u>	<u>Address</u>
John A. Semanik (President)	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Jennie M. Lesniak (Vice President)	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Jill Lambert (Secretary)	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Katherine S. Carpenter (Treasurer)	Semanik Investment Corporation 2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216

**ARTICLE XI – BYLAWS**

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

**ARTICLE XII – AMENDMENTS**

Until Turnover, all amendments or modifications to the Articles of Incorporation shall only be made by Developer, which amendment shall be signed by Developer and need not be joined by any other party; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request. After Turnover, the members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy, provided further that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

**ARTICLE XIII – INDEMNIFICATION**

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

**ARTICLE XIV – FHA/VA PROVISIONS**

For so long as the Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Area, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Lot within the Property.

**ARTICLE XV – SUBSCRIBER**

The name and address of the Subscriber of the Association is:

John A. Semanik	Semanik Investment Corporation
	2120 Corporate Square Boulevard, Suite 3
	Jacksonville, Florida 32216

**IN WITNESS WHEREOF**, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2007.

Signed,        sealed        and        delivered  
in the presence of:

_____	<b>SANDY CREEK INVESTMENT CORP.,</b>
Print Name: _____	a Florida corporation
_____	By: _____
Print Name: _____	John A. Semanik, President

STATE OF FLORIDA  
County OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by John A. Semanik, as the President of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section. 48.091, Florida Statutes, the following is submitted:

Sandy Creek Property Owners Master Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named John A. Semanik, located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216, as its agent to accept service of process within this state.

Having been named to accept service of process for above state and corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.

REGISTERED AGENT

\_\_\_\_\_  
JOHN A. SEMANIK

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by John A. Semanik, as the President of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

**EXHIBIT "D"****BYLAWS****OF****SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC.****ARTICLE I.****NAME AND LOCATION**

The name of the corporation is SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC. The principal office of the Association shall be located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216, but meetings of the Members and the Board of Directors of the Association may be held at such places within the State of Florida, St. Johns County, as may be designated by the Board of Directors.

**ARTICLE II.****DEFINITIONS**

The Capitalized terms used in these Bylaws and not defined below have the same meaning as set forth in the Declaration and are incorporated herein by reference.

Section 1. "Articles" shall mean the Articles of Incorporation of Sandy Creek Property Owners Association, Inc.

Section 2. "Association" shall mean SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC., a Florida not for profit corporation organized or to be organized under the laws of the State of Florida, its successors, and assigns.

Section 3. "Declaration" shall mean the Master Declaration of Covenants and Restrictions for Sandy Creek, recorded in the Public Records of St. Johns County, Florida.

Section 4. "Member" shall mean any person or entity holding membership interest in the Association as provided in the Articles.

Section 5. "Owner" shall mean the record owner or owners of any Lot or Building Site which is within the Property.

Section 6. "Plat" shall mean the plat of Sandy Creek as recorded in the current public records of St. Johns County, Florida, together with any plat of additional land made subject to the Declaration and to the jurisdiction of the Association.

Section 7. "Property" or "Properties" shall mean the real property described in the Declaration, and such additional real property in proximity that may hereafter be annexed to the Declaration from time to time by written instrument and brought within the jurisdiction of the Association.

Section 8. "Drainage System" shall mean the designed features of those portions of the Property which collect, convey, channel, hold, inhibit, or divert the movements of water, which are described in the Declaration.

### **ARTICLE III. MEETING OF MEMBERS**

Section 1. Annual Meetings. Annual meetings of the Members shall be held at such time and place as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members shall be held at any time and place in St. Johns County, Florida when called by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice. A written notice of all meetings of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, to each Member entitled to vote at such meeting, by mailing a copy of such notice postage prepaid, not less than fifteen (15) days nor more than thirty (30) days prior to the date of the meeting, addressed to the Member's address last appearing on the books of the Association or as supplied by such Member to the Association for the purpose of notice. Such notice shall state the place, day, and hour of the meeting and, in the case of a special meeting, the purposes for which the meeting is called.

Section 4. Quorum. A quorum of the membership shall consist of the presence at the



meeting of Members entitled to cast, either in person or by proxy, a majority of the votes of the membership for any action governed by these Bylaws. Any action governed by the Articles or the Declaration shall require a quorum as therein provided, if any. If any meeting of Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting, without notice other than announcements at the meeting, until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be determined by the Board. Once a quorum is established, withdrawal of Members shall not destroy the existence of a quorum.

Section 5. Voting. Each Member shall be entitled to one (1) vote for each Lot or Building Site owned. When more than one person holds an interest in any Lot or Building Site, the vote for such Lot or Building Site shall be exercised as provided in the Articles. In no event shall more than one (1) vote be cast with respect to any Lot or Building Site.

Section 6. Proxies. Each Member may vote in person or by proxy at all meetings of Members. All proxies shall be in writing and filed with the secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy and shall automatically cease upon conveyance of a Member's Lot or Building Site.

#### **ARTICLE IV.**

##### **BOARD OF DIRECTORS - SELECTION AND TERM OF OFFICE**

Section 1. Number. A Board of not less than three (3) Directors shall manage the affairs of the Association prior to Turnover. The First Board of Directors after Turnover shall consist of five (5) persons as set forth in the Articles.

Section 2. Term of Office. At each Annual Meeting, the Members shall elect Directors for a term of two (2) years. The term of a Director's service shall extend until the Director's successor is duly elected and qualified or until the Director resigns or is removed.

Section 3. Removal. Any Director may be removed from the Board, with or without

cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for expenses incurred in the performance of Association duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### **ARTICLE V.**

#### **BOARD OF DIRECTORS - NOMINATION AND ELECTION**

Section 1. First Board. The First Board of Directors shall be those persons named in the Articles. Upon the expansion of the Board of Directors to include Directors elected by the Members, the Directors shall be elected as set forth below.

Section 2. Nomination. Nomination for election to the Board of Directors to be elected by the Members shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by written ballot. At such

election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI.**  
**BOARD OF DIRECTORS - MEETINGS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than annually with notice of such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director, unless such notice is waived by the Directors.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for that transaction of business. Every act or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII.**  
**BOARD OF DIRECTORS - POWERS AND DUTIES**

Section 1. Powers. In addition to all powers of a not for profit corporation organized under the laws of the State of Florida, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities, if any, and the personal conduct of the Members and their guests on the common areas and facilities, and to establish penalties for the infraction of the rules and regulations;

(b) Suspend the voting rights of a Member during any period in which the Member is in default in the payment of any assessment levied by the Association. This right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for

infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. In addition to all duties of a corporation not for profit organized under the laws of the State of Florida, it shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-quarter (1/4) of the Class A Members present in person or by proxy who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) Prepare and maintain a roster of Members and assessments of Members which shall be kept in the office of the Association and shall be open to inspection by any Member;

(d) Cause an annual budget of proposed expenses of the Association to be prepared which shall include, without limitation, an adequate fund for the operation, maintenance, and administration of the common areas and facilities, if any, and the Stormwater Management System, including any retention/ detention ponds located on the Properties to be maintained by the Association;

(e) Fix the amount of the annual assessment against each Lot or Building Site at least thirty (30) days in advance of each annual assessment period as provided in the Declaration;

(f) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(g) Foreclose the lien against any Lot or Building Site for which assessments are not paid or bring an action at law against the Owner personally obligated to pay the same as provided in the Declaration; provided, however, that failure by the Board of Directors to enforce any provision of this paragraph, shall in no event be deemed a waiver of the right to do so thereafter;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(i) Procure and maintain adequate liability and hazard insurance on property owned or maintained by the Association as set forth in the Declaration and such other insurance as the Board of Directors may deem advisable. The insurance policies shall be non-assessable by the insurer against the insured;

(j) INTENTIONALLY DELETED;

(k) Cause the common areas, if any, to be operated and maintained for the health, welfare, and enjoyment of the Members;

(l) To pay all taxes and other assessments against any property owned by the Association; and

(m) To appoint such committees as the Board deems necessary to carry out each and every of the terms, conditions, covenants, and provisions of the Declaration and such other committees as the Board deems advisable.

**ARTICLE VIII.**  
**OFFICERS**

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create as set forth in the Articles.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting. The initial officers shall be those persons referred to in the Articles.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner die, resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. The resignation shall take effect on the date of receipt of notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of President and Treasurer, or Vice President and Assistant Secretary, or Secretary and Assistant Treasurer may be held by the same person, except as provided for in the Articles.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors, see that orders and resolutions of the Board are carried out, and sign all leases, mortgages, deeds and other written instruments.

(b) Vice President: The Vice President shall act in the place of the President in the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

(c) Secretary: The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring the seal of the Association, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of account, cause annual financial statements of the Association to be issued by a public accountant at the completion of each fiscal year, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy of each to the Members.

Section 9. Compensation. No officer shall receive compensation for any service rendered to the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of Association duties.

#### **ARTICLE IX.** **COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X.**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or a mortgagee of a Lot or Building Site. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at a reasonable cost.

**ARTICLE XI.**  
**ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments for maintenance, reasonable management and accounting for taxes, insurance, and utility charges relating to the Property, and to fund the obligations of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the maximum legal rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Building Site. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or facilities or by abandonment of his Lot or Building Site.

**ARTICLE XII.**  
**CORPORATE SEAL**

The Association shall have a seal in circular form having at its circumference the words:

SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC.,

a Florida not for profit corporation



**ARTICLE XIII.**  
**AMENDMENTS**

These Bylaws of the Association shall be adopted by a Board of Directors and may be altered, amendment, or rescinded by a majority vote of the Board of Directors. In the case of any conflict between the Articles and these Bylaws, the Articles shall control.

**ARTICLE XIV.**  
**FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XV.**  
**BANKING**

Depository of the Association shall be such bank or banks as shall be designated by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board.

The foregoing was adopted as the Bylaws of SANDY CREEK PROPERTY OWNERS MASTER ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
President

6  
return to: Stewart  
ENV → Title

PREPARED BY AND ~~RETURN TO~~:

Cynthia M. Montgomery, Esq.  
GrayRobinson, P.A.  
50 North Laura Street, Suite 1100  
Jacksonville, FL 32202

6  
SASO  
**FIRST AMENDMENT  
TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SANDY CREEK RESIDENTIAL LOTS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDY CREEK RESIDENTIAL LOTS** ("First Amendment") is made and executed as of the 26 day of February, 2008 by **SANDY CREEK INVESTMENT CORP.**, a Florida limited partnership ("Developer"), and by **SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association") and amends the Declaration, as defined below.

RECITALS:

**WHEREAS**, Developer executed that certain Declaration of Covenants and Restrictions for Sandy Creek Residential Lots, recorded in Official Records Book 2926, Page 1567, of the Public Records in and for St. Johns County, Florida (the "Declaration"). All capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Declaration;

**WHEREAS**, the Developer still owns land subject to the Declaration, and accordingly pursuant to the authority granted to the Developer in Section 6.5 of the Declaration, the Developer desires to amend the provisions of the Declaration as more particularly set forth herein, which amendments will not materially and adversely affect the value of any Lot or other building parcel located within the Property; and

**WHEREAS**, in accordance with the provisions of Section 6.5 of the Declaration, the Association joins in this First Amendment.

**NOW, THEREFORE**, the Developer and Association hereby declare as follows:

1. Amendments to the Declaration. The Declaration is hereby amended as follows:
  - a. Section 5.5 of the Declaration is hereby deleted and restated in its entirety as follows:

Section 5.5 **Approval of Improvement.** Except as originally constructed by the Developer or a Developer approved builder, no building, fence, wall, or other structure (including without limitation any building, outbuilding, shed, garage, swing set, jungle gym, or other playground equipment, flagpole, antenna, or any such similar device) or landscaping or other feature affixed to the land shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and color and location in relation to surrounding structures and topography and finished grade elevations and landscaping, by the Developer, or by an architectural review committee composed of one (1) or more representatives appointed by the Developer ("Architectural Review Committee"), or by a representative designated by the Developer. After the Transfer Event (as defined in the Articles of Incorporation of the Association), such approvals shall be made by the Association, or by an Architectural Review Committee appointed by a majority of Board of Directors, or by a representative designated by a majority of the Board of Directors. Any reference in the Declaration to the Architectural Review Committee shall be deemed to refer to the Developer, the Association, or a designated representative of such party, in the event no Architectural Review Committee exists at the time a provision referencing the Architectural Review Committee is being enforced. Except as may otherwise be expressly stated in this Declaration, all provisions in Article V of the Declaration requiring the approval of the Developer, the Association, the Architectural Review Committee or a designated representative, are set forth in this Declaration to ensure conformity and harmony of the external design, color, size, appearance, location in relation to surrounding structures and topography and finished grade elevations, landscaping, and quality of workmanship and materials, to ensure the overall quality, character, appearance and uniformity of the Property.

In no event shall any swing set, jungle gym, or other playground equipment be placed in the front or side yards of any Lot, it being the intent hereunder that all such improvements shall be constructed only in the rear yard of any Lot so as to be shielded from the view of the front of such Lot, all roads and all other Lots, and within an approved fenced-in yard; the location, design, and color of such recreational equipment must first be approved by the same methodology as any other improvement requested by this Declaration and shall be hidden from view by an approved fence and landscaping. No basketball hoops shall be placed within any right-of-way. No permanent basketball hoops shall be erected

upon any Lot. Any basketball hoop used by an Owner on a Lot shall be of a temporary nature and shall be concealed within the garage or behind the residence away from view when not in use. Requests for approval shall be in writing delivered to Developer or the Architectural Review Committee by Certified Mail Return Receipt Requested. In the event the Developer, the Association, the Architectural Review Committee or a designated representative, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.5 shall be satisfied. However the inaction of the Developer or Architectural Review Committee shall not entitle any Owner to violate any of the requirements of this Declaration. Upon the Transfer Event, the right of approval given to the Developer hereinabove shall pass to the Association, to be exercised by the Association's Board of Directors, designated representative or appointed Architectural Review Committee.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association, any Architectural Review Committee and the CDD harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, the Association, the members of the Architectural Review Committee, nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding the foregoing, a reasonable review fee may be established and charged in connection with any application submitted by an Owner on a case by case basis, in the sole discretion of and in an amount set by the Developer, Association, Architectural Review Committee, or designated representative. If a review fee is charged by the Developer, Association, Architectural Review Committee, or designated representative, such fee shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

- b. Section 5.7 of the Declaration is deleted and restated in its entirety as follows:

Section 5.7 **Fences. No fencing shall be commenced without prior approval by the Architectural Review Committee.** No fencing shall be closer to the front of the dwelling constructed on a Lot than ten feet from the rear corner of such dwelling. In the case of a corner Lot, no fencing shall be closer to the side street than ten feet from the rear corner of the structure closest to the side street. All fence heights, types, colors and styles must first be approved by the Developer, the Association, the

Architectural Review Committee, or the designated representative. No fence which exceeds six (6) feet in height can be erected on any Lot. Except as set forth hereinbelow for Lots which are adjacent to or abut a lake or other body of water ("Lake Lots"), all fencing shall be white vinyl privacy fencing, or such similar style and type of fencing as selected by the Developer, the Association, the Architectural Review Committee, or the designated representative, and shall have a maximum height of six (6) feet. On Lake Lots, all fencing shall have a maximum height of four (4) feet, and shall be black metal, of a style and type as are selected by the Developer, the Association, the Architectural Review Committee, or the designated representative to permit views through such fencing to the water. Fencing for Lot 68, 69, 94, 95, and Lot 101 shall be tailored to the unique location of such lots in consultation between the Owner and the Developer, the Association, the Architectural Review Committee, or the designated representative, taking into account the unique location of such Lots, but fencing for Lots 68, 69, 94, 95 and Lot 101 shall in all events be in conformity with the overall character of the Property. All posts and railings for all fences on all Lots shall be on the interior of the fence and shall not be visible from the outside of the fence. All Owners shall periodically clean any fence on their Lot so as to keep such fence free of any mold and mildew and in order to properly maintain the integrity and appearance of such fence.

Any Lot which contains a swimming pool must be fenced in with an approved fence or fully enclosed with an approved screen enclosure approved by the Developer, the Association, the Architectural Review Committee, or the designated representative; the Owner is responsible to verify local code requirements for swimming pool fencing.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval by the Developer, the Association, the Architectural Review Committee, or the designated representative as required by Article V shall be obtained. The restrictions set forth herein do not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

2. Effect of Amendment. Except as expressly amended and modified hereby the Declaration shall remain in full force and effect in accordance with the terms and provisions thereof. In the event the terms and provisions of this First Amendment should conflict with the terms and provisions of the Declaration, the terms and provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, this First Amendment has been executed as of the date first set forth above by Developer and the Association, each acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered in the presence of:

**DEVELOPER:**

**SANDY CREEK INVESTMENT CORP.**, a Florida corporation

Print Name: Jennie M. Lesniak

By: [Signature]

Print Name: JOHN A. SEMANIK

Title: PRESIDENT

Print Name: Michael Lastt

**ASSOCIATION:**

**SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation

Print Name: Jennie M. Lesniak

By: [Signature]

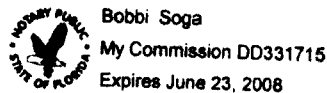
Print Name: JOHN A. SEMANIK

Title: PRESIDENT

Print Name: Michael Lastt

STATE OF FLORIDA  
COUNTY OF Duval

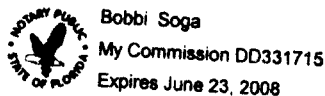
The foregoing instrument was acknowledged before me this 26 day of Feb, 2008, by John A. Semanik, as President of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



Bobbi Soga  
Print name: Bobbi Soga  
Notary Public, State of Florida at Large  
My Commission expires: 6-23-08

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26 day of Feb, 2008, by John A. Semanik, as President of Sandy Creek Residential Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ☐ is personally known to me or ☒ has produced \_\_\_\_\_ as identification.



Bobbi Soga  
Print name: Bobbi Soga  
Notary Public, State of Florida at Large  
My Commission expires: 6-23-08

**CONSENT AND JOINDER**

**COMMUNITY DEVELOPMENT DISTRICT FOR SANDY CREEK**, a \_\_\_\_\_ joins in the foregoing First Amendment to Declaration of Covenants and Restrictions for Sandy Creek Residential Lots to which this Consent is attached ("First Amendment") to evidence its consent and joinder to the provisions of this First Amendment and its agreement that its interest shall be subordinated thereto.

Signed, sealed and delivered  
In the presence of:

Print name:

Jennie M. Lesniak

Print name:

Michael Lash

**COMMUNITY DEVELOPMENT DISTRICT  
FOR SANDY CREEK,**

a \_\_\_\_\_

By:

JOHN A. SEMANIK

Its: CHAIRMAN

Date of Execution: 2-26-08

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26 day of Feb, 2008, by John A. Semanik the President of Community Development District for Sandy Creek, a Chairman, on behalf of the \_\_\_\_\_, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



Bobbi Soga  
My Commission DD331715  
Expires June 23, 2008

Bobbi Soga

Print name: Bobbi Soga

Notary Public, State of Florida at Large

My Commission expires: 6-23-08

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SANDY CREEK RESIDENTIAL LOTS**

**THIS DOCUMENT PREPARED BY  
AND RETURN TO:**

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

{JA295967;7}



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Exhibit "A" - Legal Description of the Property  
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Exhibit "C" - Bylaws

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SANDY CREEK RESIDENTIAL LOTS**

21 THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this day of May, 2007, by SANDY CREEK INVESTMENT CORP., a Florida limited partnership (the "Developer"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions and agreement set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel with the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II  
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Articles**. The Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 2.2 **Association**. Sandy Creek Residential Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns, whether now existing or created hereinafter.

Section 2.3 **Board**. The Board of Directors of the Association.

Section 2.4 **Bylaws**. The Bylaws of the Association, as same may be amended from time to time. A copy of the initial Bylaws are attached hereto as Exhibit "C" and by this reference made a part hereof.

Section 2.5 **CDD**. The Community Development District for Sandy Creek as authorized by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 2004-23.

Section 2.6 **Developer**. Sandy Creek Investment Corp., a Florida corporation, and its successors and such of its assigns as to which the rights of the Developer hereunder specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Sandy Creek Investment Corp. as the Developer of the Property is not intended and shall not be construed, to impose upon Sandy Creek Investment Corp. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Sandy Creek Investment Corp. and develop and resell the same.

Section 2.7 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within fifteen (15) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.8 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.9 **Master Covenants**. The Master Declaration of Covenants and Restrictions for Sandy Creek recorded in the public records of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.10 **Owner**. The record owner or owners of any Lot.

Section 2.11 **Property or Subdivision**. The real property described on the attached **Exhibit "A"** and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **Stormwater Management System**. The Stormwater Management System shall have the meaning set forth in Section 5.34 of this Declaration.

### ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (i) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration,

(ii) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (iii) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (i) any additional lands subjected to this Declaration shall be located within the development area generally known as Sandy Creek, and (ii) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Master Covenants. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joined of any owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

#### **ARTICLE IV** **EXTERIOR MAINTENANCE ASSESSMENT**

Section 4.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repairs and replacement, repair of gutters, downspouts and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 4.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 4.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article V of the Master Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 5.6 of the Master Covenants, and shall be subordinate to mortgage liens to the extent provided by the Master Covenants.

Section 4.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 4.1 hereof, to enter upon any Lot at reasonable hours on any such notice as under the circumstances is practically affordable.

## ARTICLE V USE RESTRICTIONS AND RIGHTS AND **EASEMENTS RESERVED FOR DEVELOPER**

Section 5.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 5.1. Such Lots may be used for model homes during the development and sale of Lots within the Property or Sandy Creek generally, and commercial uses shall be limited to those uses that are (i) permissible under the PUD (as such term is defined in the Master Covenants) and (ii) expressly authorized in writing by the Developer, in its sole discretion. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 5.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 5.2 **Lakes.** Only the Developer, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake or detention/retention pond (the "Lake Parcels") shall be maintained by the Owner of such Lot so that such grass, planting or other lateral support prevents erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any Lake Parcel pursuant to the requirements of Section 5.16 hereof. If the Owner of any Lake Parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required all at the expense of the Owner of such Lake Parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structure shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 5.3 **Insurance and Casualty Damage.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with

coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year from the date of such casualty, and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials unless otherwise approved by the Developer. All debris must be removed immediately and the Lot shall be restored to an orderly condition with a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 5.4 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 5.5 **Approval of Improvement**. Except as originally constructed by the Developer or a Developer approved builder, no building, fence, wall, or other structure (including without limitation any building, outbuilding, shed, garage, swing set, jungle gym, or other playground equipment, flagpole, antenna, or any such similar device) or landscaping or other feature affixed to the land shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and color and location in relation to surrounding structures and topography and finished grade elevations and landscaping, by the Developer, or by an architectural review committee composed of one (1) or more representatives appointed by the Developer or, after the Transfer Event, a representative designated by a majority of the Board of Directors ("Architectural Review Committee"). In no event shall any swing set, jungle gym, or other playground equipment be placed in the front or side yards of any Lot, it being the intent hereunder that all such improvements shall be constructed only in the rear yard of any Lot so as to be shielded from the view of the front of such Lot, all roads and all other Lots, and within an approved fenced-in yard; the location, design, and color of such recreational equipment must first be approved by the same methodology as any other improvement requested by this Declaration and shall be hidden from view by an approved fence and landscaping. No basketball hoops shall be placed within any right-of-way. No permanent basketball hoops shall be erected upon any Lot. Any basketball hoop used by an Owner on a Lot shall be of a temporary nature and shall be concealed within the garage or behind the residence away from view when not in use. Requests for approval shall be in writing delivered to Developer or the Architectural Review Committee by Certified Mail Return Receipt Requested. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.5 shall be satisfied. However the inaction of the Developer or Architectural Review Committee shall not entitle any Owner to violate any of the requirements of this Declaration. The right of approval set forth herein shall pass to the Board of Directors of the Association upon the Transfer Event.



An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association, any Architectural Review Committee and the CDD harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, members of the Architectural Review Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party. Notwithstanding the foregoing, a reasonable review fee may be established and charged in connection with any application submitted by an Owner on a case by case basis, in the sole discretion of and in an amount set by the Developer, Architectural Review Committee, or its designated representative. If a review fee is charged by the Developer, Architectural Review Committee, or its designated representative, such fee shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

**Section 5.6 Use Restrictions.** No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than: (i) (a) one (1) single-family dwelling, not to exceed two (2) stories in height; and (b) one (1) private garage to accommodate up to two (2) cars or [three (3) cars with approval of Developer]; or (ii) recreational facilities in the event the Developer elects, in its sole discretion, to construct such recreational facilities upon one (1) or more Lots, and in which event the restrictions contained in this Article V shall not apply as to such Lot so selected and designated by Developer. In addition, nothing herein contained shall be construed to prevent Developer from using any Lot for a sales office or for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply to such specific Lot or property during the period of such use.

**Section 5.7 Fences. No fencing shall be commenced without prior approval by the Architectural Review Committee.** No fencing shall be closer to the front of the dwelling constructed on a Lot than the rear corner of such dwelling. In the case of a corner Lot, no fencing shall be closer to the side street than the rear corner of the structure closest to the side street. All fence types and styles must first be approved by the Developer or Architectural Review Committee, as appropriate. No fence which exceeds six (6) feet in height can be erected on any Lot. All Fencing shall be white vinyl of a style and type as selected by the Developer or Architectural Review Committee, as appropriate and no more than six (6) feet high, except as otherwise provided for herein. On lake Lots, the fencing may be six (6) feet in height along the sides of such Lot graduating the last sixteen (16) feet of such side fencing to four (4) feet in height. The reduction in the height of side fencing shall be gradual at an angle not higher than forty-five (45) degrees and such change in height shall occur just before the last sixteen (16) feet of such side fencing such that said portion remains at four (4) feet high for its entirety. The back portion of lake Lots (or along the lake banks of any Lots) shall have fences of no more than four (4) feet high. All posts and railings shall be on the interior of the fence and shall not be visible from the outside of the fence. All Owners shall periodically clean any fence on their Lot so as to keep such fence free of any mold and mildew and in order to properly maintain the integrity and appearance of such fence.

Any Lot which contains a swimming pool must be fenced in with an approved fence or fully enclosed with an approved screen enclosure approved by the Developer or the Architectural Review Committee, as appropriate; the Owner is responsible to verify local code requirements for swimming pool fencing.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Article V shall be obtained. This restriction does not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

Section 5.8 **Set Back Lines.** No structure of any kind shall be located on any Lot nearer than (i) twenty (20) feet to the front Lot line, (ii) fifteen (15) feet to any side street line, (iii) ten (10) feet to the rear Lot line, or (iv) five (5) feet to any side Lot line. Each Lot shall have a minimum side yard of five (5) feet. Setbacks are measured to the furthest projection at thirty (30) inches above grade or higher (including the eave of the structure).

In any event, no structure of any kind shall be located on any Lot nearer to the front Lot line, nor nearer to any side street line, nor nearer to any side Lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one (1) dwelling is erected on more than one (1) Lot, or on a building plot composed of parts of more than one (1) Lot, the side line restrictions set forth above shall apply only to the extreme sidelines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

No structure or other improvement or change in the topography of the land shall be erected or made which violates the terms of, or interferes in any respect with, the drainage or utility easements shown on the subdivision Plat, public records of St. Johns County, or which interferes with easements of any kind referenced to in this Declaration.

Section 5.9 **Lot Size.** No dwelling shall be erected or placed on any Lot having a width of less than fifty (50) feet at the front building set back line except cul-de-sac Lots in the turning radius may have a minimum width of twenty-five (25) feet at the street and not less than fifty (50) feet at the building restriction line; nor shall any dwelling be erected or placed on any Lot having an area of less than five thousand five hundred (5,500) square feet; provided, however, that each Lot shown on the subdivision Plat shall be deemed to comply with this Section 5.9. The use of two (2) or more fractional Lots shall be permitted if the square foot area and width comply with this provision.

Section 5.10 **Minimum Square Footage.** No residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed one thousand two hundred (1,200) square feet.

Section 5.11 **Two-story Height.** The height of the residence on each Lot shall not be more than two (2) full stories above the natural surface of the ground, and in no event shall the maximum height of any residence exceed thirty-five (35) feet.

Section 5.12 **Landscaping and Lawn Maintenance**. The indiscriminate cutting down of trees is expressly prohibited without the written consent of the Developer or the Architectural Review Committee described in Section 5.5 herein except in those areas where structures and other improvements shall be located; such as, homes, patios, driveways, gardens, parking and recreational areas. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. It is the responsibility of each Owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner Lots. Each Owner shall maintain, at all times, all portions of their Lot, including any Limited Common Area appurtenant to such Lot, in a clean, safe and neat condition, including without limitation, maintaining all landscaping mowed and trimmed, free of weeds and bare and brown areas, and clear of any and all debris. In addition, if the Owner fails to maintain his or her lawn and landscaping, the Developer (until a Transfer Event and thereafter the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the sole expense of the Owner, which expense shall be payable by the Owner to the Developer or the Association upon demand. All related costs incurred by the Developer incident to the correction of the terms and conditions of this paragraph shall be recoverable by the Developer (said cost to include reasonable attorneys' fees for the collection of same), in a court of competent jurisdiction. Should the Developer elect rather than file suit in a court of competent jurisdiction for the collection of aforementioned enumerated costs and expenses, the Developer shall have the right to file a lien against the Lot(s) where said correction of any violation has occurred and shall have all the rights enumerated in this Declaration of Covenants and Restrictions as the Association concerning the collection of said cost and expenses in the enforcement of such lien. Notwithstanding the foregoing restrictions, the restrictions set forth hereinabove may be superseded in effect from time to time by any regulation imposed by any governmental authority which is more restrictive in nature with respect to the cutting of trees.

Additionally, in the event any Lot is not fully sodded by the Developer or builder at the time of closing and/or when Owner acquires title to its Lot, the Owner shall be solely responsible (at such Owner's sole cost and expense) for sodding, seeding, or sprigging the unfinished portion of the Lot within six (6) months of closing and/or acquiring title to the Lot, to insure proper drainage and to prevent the erosion of any Lot.

Section 5.13 **Developer's Right to Re-Subdivide**. The Developer may re-subdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected upon or allowed to occupy any Lot within such replatted, or re-subdivided land which has an area less than five thousand (5,000) square feet. The restrictions herein contained, in case of any such replatting or re-subdividing, shall apply to each Lot as replatted or re-subdivided. In addition, the Developer may re-subdivide one (1) or more Lots to provide for roadway purposes and easements.

Section 5.14 **Prohibited Activities**. No trade, business, noxious or offensive activity, in the sole opinion of the Developer (until the Transfer Event and thereafter the Association), shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The

responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, except that the Developer and/or a builder buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house cannot be sold or occupied by a tenant without the enclosed garage being converted to a garage with an approved garage door. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with Developer's prior written approval, nor shall any structure of a temporary character be used as a residence. Further, any and all storage of any kind shall be hidden and screened from view so that it is not visible from outside of the Lot, including front and side streets, roads, Common Areas, neighboring Lots or vacant land. In addition, patios or screened enclosures shall not be used for storage of any kind. No motorized carts of any kind including, but not limited to, go carts, ATV's and two wheeled motorized scooters or bicycles shall be used within the neighborhood.

Section 5.15 **Pets and Animals**. Only domestic pets such as dogs, cats, birds or other household pets as defined by the Developer or Association may be kept on the Property. It is strictly prohibited to breed or raise any animals. In any event, there shall not be more than a total of three (3) animals (except birds and fish) kept on any one (1) Lot. In addition, all pets must be restrained or leashed at all times and must not be left unattended. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter associated with their pets.

Section 5.16 **Clotheslines**. No clothes or laundry shall be hung or clotheslines erected on any Lot. All clotheslines are strictly prohibited.

Section 5.17 **Parking of Wheeled Vehicles, Boats, Etc.** No recreational vehicles, boats or boat trailers, travel trailers, campers, mopeds, trucks, trucks and trailers (other than pickup trucks), or vehicles in disrepair or under repair, may be kept or parked between the paved road and the residential structures or within the front or side yard or within the right-of-way. The aforementioned wheeled vehicles (except for motorized homes, commercial vehicles, horse trailers and vehicles in disrepair or under repair which are strictly prohibited), may be kept if maintained completely inside a garage attached to the main residence or within the rear yard provided the rear yard is fenced so as to totally conceal such object from view of other Lots and roadways within the subdivision. Notwithstanding the foregoing, none of the foregoing wheeled vehicles may be kept in rear yards where the fencing in such rear yards is restricted as to height because such rear yard borders on a body of water; in such circumstances, all such wheeled vehicles must be kept, if at all, inside a garage attached to the main residence. Private automobiles or vehicles of the Owners bearing no commercial signs may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. No automobile or vehicle of any type may be kept or remain parked on any street or paved road overnight. Any automobile or vehicle kept or parked on the street during day time hours must be parked in the direction of traffic. Commercial vehicles may be parked in such driveways only during the times necessary for pickup and delivery service by the commercial vehicle, or loading or unloading by the commercial vehicle, and only in the event that it is solely for the purpose of said service.

Section 5.18 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the Developer, or the Association, if applicable. The Developer or the Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent the Developer, or the Association, if applicable, or any person designated by the Developer, or the Association, if applicable, from erecting or maintaining such signs or other entrance features.

Section 5.19 **Aerials, Antennas and Satellite Receptor Dishes**. No radio or television aerial, dish antenna or antenna nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure, except as hereinafter allowed, located on a Lot or on any portion of any Lot. Any satellite dish must be placed in a rear yard and shall be fenced or otherwise screened from view so that it is not visible from outside of the Lot, including front and side streets, roads, Common Areas, neighboring Lots or vacant land. In lieu of the restrictions on location contained in the previous sentence, a satellite dish antenna may be mounted on the rear eave (fascia) of a residence at a location no closer than five (5) feet from any back corner of the residence. No satellite dish shall exceed eighteen (18) inches in diameter and no more than one (1) satellite dish antenna shall be allowed per Lot.

Section 5.20 **Intersection Sight Lines**. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines, or in the case of a rounded Property corner, from the intersection of the street Property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines between two (2) and six (6) feet above the roadways. Nothing contained in this Declaration shall prevent the Developer, or any person designated by the Developer, or its successor, from erecting or maintaining such fence, wall, hedge or shrub planting.

Section 5.21 **Encroachments**. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the Covenants and Restrictions contained in this Declaration, Developer shall have the right any time to waive such violation prior to the Transfer Event; provided, however, that the Developer shall waive only those violations which the Developer, in its sole discretion, determines to be minor.

Section 5.22 **Drainage and Utility Easements**. A perpetual, nonexclusive, alienable and releasable easement is hereby reserved to the Developer, and its successors and assigns, over, under and above a ten (10) foot strip at the rear of each Lot (except such ten (10) foot wide strip shall be located immediately within each Lot interior and contiguous to, and outside of, any conservation easement for those Lots containing a portion of any conservation easement and contiguous to the wetland buffer for those Lots containing a portion of any wetland buffer) and over, under and above a five (5) foot strip at the side Lot lines described herein (excluding any portion of any conservation easement or wetland buffer where applicable), and also over, under and above those easements shown on the recorded Plat of the Property for the construction,

installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind or for any reason deemed necessary by the Developer. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developer, and its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developer, and its successors and assigns, shall not pass from Developer, and its successors and assigns, by deed conveying any of said Lots but shall exist and continue in Developer, and its successors and assigns, only or in those persons or corporations to whom Developer, and its successors and assigns, shall have expressly conveyed said easements and rights. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance. The easements created or reserved herein are in addition to the easements created by or shown on the Plat.

Section 5.23 **Water and Sewer Rights, Well Limitation.** Jacksonville Electric Authority ("JEA"), or its successors, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots or tracts to provide water for personal or housekeeping use within the structures to be built upon the Lot, and no potable water shall be used within said structures except potable water which is obtained from JEA or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; provided, however, the location of said well must be approved by prior written consent of the Developer, its successors and assigns, and of the local health department and any other governmental or quasi-governmental agency which may have jurisdiction. All sewage from any buildings on any of said Lots must be disposed of through the sewage lines and disposal plant owned by JEA, or its successors or assigns. JEA is hereby granted and has a non-exclusive, perpetual and unobstructed Easement and right in and to, over and under those portions of the Property as shown on the Plat thereof for the purpose of ingress, egress, installation and/or repair of sewer and water facilities. Developer reserves the right to convey to JEA all Easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as JEA, or its successors or assigns, shall permanently cease to provide water to or take and dispose of sewage from said Lots.

Section 5.24 **Drilling and Excavation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No

derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 5.25 **Window Air Conditioning.** No window air conditioning unit shall be installed on the front or any side of a building on a Lot.

Section 5.26 **Temporary Structures.** No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out building, shall be used on any Lot at any time as a residence either temporarily or permanently unless otherwise permitted by the terms of this Declaration. In addition, no above ground pool of any kind or nature shall be erected or permitted to remain on any Lot. Nothing contained in this Declaration shall prevent the Developer or any person designated by the Developer from erecting or maintaining dwellings, model houses, or other temporary structures as the Developer may deem advisable for development, construction, storage and sales or rental purposes.

Section 5.27 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage, or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon Lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

Section 5.28 **Sewage Disposal.** Each Owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

Section 5.29 **Mailboxes.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines, or other similar material shall be erected or placed on any Lot other than those approved by Developer.

Section 5.30 **Garage Doors.** When a garage is constructed on a Lot, the Owner of such Lot shall at all times keep all garage doors closed except for those immediate periods when the Owner or his agents is accessing the garage. No garage door shall be altered or modified in any manner except with the prior written approval of Developer.

Section 5.31 **Window Coverings.** No newspaper, plastic, foil or similar material shall be permitted on any window of a dwelling constructed on any Lot.

Section 5.32 **Sheds.** Notwithstanding anything to the contrary herein, no utility sheds or any other type of shed shall be placed or erected on any Lot without the prior written approval of the Developer or the Architectural Review Committee. The size, color and appearance of any such shed must be in conformity and harmony with all other surrounding improvements and the neighborhood in general. Further, any such shed must be shielded from the view of the outside of the Lot, including front and side streets, roads, and Common Areas, and must be located behind

and within an approved fenced in area. In addition, any such shed located on a lake Lot must also be shielded from the view of the outside of the Lot with landscaping.

Section 5.33 **INTENTIONALLY OMITTED**

Section 5.34 **Stormwater Management System**. The CDD shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) 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 SJRWMD. The Storm Water Management System shall mean that certain infrastructure 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The CDD shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the SJRWMD. The CDD shall and does hereby agree to accept assignment of any and all permits related to the Stormwater Management System and/or any other environmental permit required by any governmental or quasi-governmental agency having jurisdiction from time to time and shall be bound to abide by all of the conditions imposed in such permit(s).

Section 5.35 **Vegetative Natural Buffer**. There shall be set aside a permanent vegetative buffer (the "Buffer"), over that portion of the Property shown on the Plat as a vegetative natural buffer (or other description). This Buffer is a part of the surface water management system permitted by the SJRWMD. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite. Filling and placement of impervious surface (other than fenceposts) are prohibited within the Buffer.

Section 5.36 **Jurisdictional Areas**.

(a) The Plat of the Property depicts certain wetland jurisdictional lines and/or environmental Buffer zones, and/or Conservation Easements as established by the SJRWMD, Corps or the DEP. No Owner shall make any vegetative or topographic alterations to the land lying waterward of such jurisdictional lines and/or within any environmental Buffer zones and/or lands lying within any Conservation Easement without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify and hold Developer, any builder, the Association and the CDD harmless from all fines, penalties, costs or damages arising out of such violation.

(b) Pursuant to the provisions of Section 704.06(1) (a through h) Florida Statutes, restrictions are hereby placed on the Property that all construction, including clearing, dredging, or filling, except that which is specifically authorized by the SJRWMD or which may be authorized by a future SJRWMD Permit, which is waterward of the jurisdictional wetland line and/or environmental Buffer zones of the DEP, SJRWMD, and the Corps, as flagged by Environmental Resource Solutions, Inc. and as depicted on the Plat(s) of the



Property or Future Development Property recorded in the current public records of St. Johns County, Florida, is prohibited. The foregoing restriction may be enforced by the SJRWMD or the DEP. Notwithstanding any other provision, the restriction set forth in this subsection (b) may not be amended without the approval of the SJRWMD.

(c) In addition, in the event that the governmental agencies having jurisdiction over the Property require the granting of an additional conservation easement over the Property or any part thereof, the owners of any land subject to the conservation easement shall abide by all restrictions contained therein.

(d) This Declaration is subject to the rights of the State of Florida and the United States over any portion of the Property which may be considered wetlands, marshes, sovereignty, or jurisdictional lands and the Developer has obtained certain permits (the "Permits") to allow the development of the Property. The Corps and the SJRWMD, have issued Permits for the development of Sandy Creek. The permit numbers are as follows: #4-109-86407-3, SJRWMD and #SAJ-1999-2779-MRE CORP (the "Permits"). The construction period for works authorized by the aforementioned Permits is finite; the Permit(s) themselves, with their limitations and prohibitions do not expire. Every Owner hereby accepts the obligation, responsibility and liability to comply with the requirements and terms of the portion of each Permit which relates to the Lot owned. The liabilities associated with compliance with their terms and conditions are the Owner(s) responsibility and obligation. Every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life or any other activity whatsoever within any jurisdictional lands and/or lands which are subject to the Conservation Easement, if any, existing on his Lot.

(e) Any Permits which are issued in the name of the Developer have been, or shall be, assigned to the CDD. The CDD has the obligation to assure that all terms and conditions thereof are enforced. The CDD shall have the right to bring an action, at law or in equity, against an Owner violating such Permits; provided, however, any Owner owning a Lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the Corps or SJRWMD, shall, by acceptance of title to the Lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to its Lot. Except as required or permitted by the aforementioned Permits issued by the Corps and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective Lots, unless and until such activity is authorized by or exempt from the requirements of Corps and SJRWMD. In the event that an Owner violates the terms and conditions of such Permits and for any reason the Developer or the CDD is cited therefor, the Owner agrees to indemnify and hold the Developer, the Association and the CDD harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys' fees, as well as costs of curing such violation. Notwithstanding any other provisions contained elsewhere in this Declaration, the Corps and SJRWMD shall have the rights and powers

enumerated in this paragraph. The Corps and SJRWMD 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 and/or jurisdictional lands subject to the regulation of the Corps or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the Corps Permit must have prior written approval of the Corps.

Section 5.37 **Common Areas.** The CDD shall maintain all of the Common Areas (except Limited Common Areas) in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements. If the CDD fails to maintain the Common Areas in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such Common Areas to perform such maintenance or work which may be reasonably required, all at the expense of the Association, which expense shall be payable by the CDD to the Association on demand. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Developer). Notwithstanding anything herein to the contrary, so long as Developer owns any Lot within the Property, the CDD hereby grants to Developer a license, right, and privilege to enter upon any portion of the Common Areas containing entrance area amenities, such as landscaping and signage, for (i) the construction and location of signage, including flags, advertising, and other advertising materials promoting the sale of Lots and residences in the subdivision and (ii) for the purpose of landscaping, maintenance, irrigation, and other activities associated with maintaining in a good and aesthetically pleasing condition the entrance way to the subdivision from time to time. The license granted herein to Developer shall automatically terminate at such time as Developer no longer owns any Lots in the subdivision. Developer shall have the right to be reimbursed by the CDD from time to time for all expenses reasonably incurred by Developer in connection with any portion of the Common Area containing entrance area amenities described hereinabove, inasmuch as maintaining the aesthetic appearance of the project is for the mutual benefit of all persons residing therein.

Section 5.38 **Swale Maintenance.** The Developer has constructed a system of drainage swales (the "Drainage Swale" or "Swales") in the subdivision for the purpose of managing and containing the flow of excess surface water, if any, found upon the Property from time to time. Each Owner, including builders, shall be responsible for the maintenance, operation and repair of the Swales on their Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the Swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the Swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

**ARTICLE VI**  
**GENERAL PROVISIONS**

Section 6.1 **Remedies for Violations.** All of the provisions of this Declaration shall be enforceable in the manner provided by Article X of the Master Covenants, which Article is hereby incorporated by reference herein.

Section 6.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 6.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenant or restrictions applicable to the property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 6.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as it not entitled.

Section 6.5 **Termination or Amendment.** The covenants, restrictions, easement and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the property or owns any property contiguous to the property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the public records of St. Johns County, Florida.

Section 6.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 6.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 29 day of May, 2007.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Print name: Jill Lambert  
[Signature]  
Print name: Jennie M. Lesnick

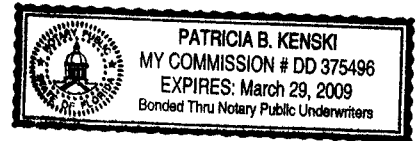
**SANDY CREEK INVESTMENT CORP.,**  
a Florida corporation

By: [Signature]  
JOHN A. SEMANIK  
Its: PRESIDENT  
Date of Execution: 5/29/07

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of May, 2007, by JOHN A. SEMANIK, as PRESIDENT of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Print name: Patricia B. Kenski  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_



**CONSENT AND JOINDER OF MORTGAGEE**

CLC, INC., a Florida corporation (the "Mortgagee") is the holder of that certain Real Estate Mortgage (the "Mortgage") recorded in Official Records Book 2044, page 604 of the public record of St. Johns County, Florida, as amended from time to time. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Sandy Creek Residential Lots to which this Consent is attached (the "Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered  
in the presence of:

Charles E Rutland  
Print name: CHARLES E. RUTLAND

Camille Larson  
Print name: Camille Larson

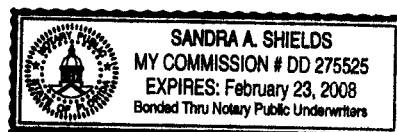
CLC, INC.,  
a Florida corporation

By: Luther Coggin  
Its: C.E.O.  
Date of Execution: 5-29-07

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MAY, 2007, by LUTHER COGGIN, as CEO of CLC, Inc., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

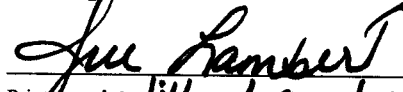
Sandra A. Shields  
Print name: SANDRA A. SHIELDS  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

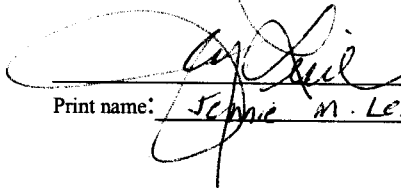


**CONSENT AND JOINDER**

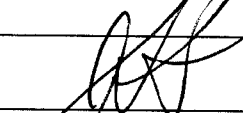
**COMMUNITY DEVELOPMENT DISTRICT FOR SANDY CREEK**, a \_\_\_\_\_ joins in the foregoing Declaration of Covenants and Restrictions for Sandy Creek to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of this Declaration and its agreement that its interest shall be subordinated thereto.

Signed, sealed and delivered  
In the presence of:

  
Print name: Jill Lambert

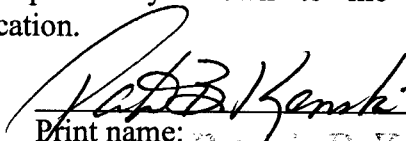
  
Print name: Jennie M. Lesniak

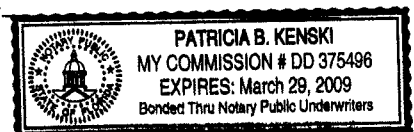
**COMMUNITY DEVELOPMENT DISTRICT  
FOR SANDY CREEK**

a \_\_\_\_\_  
By:   
Its: John A. Semanik  
CHAIRMAN  
Date of Execution: 5/29/07

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of May, 2007, by John A. Semanik, the CHAIRMAN of Community Development District for Sandy Creek, a body politic, on behalf of the \_\_\_\_\_, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

  
Print name: Patricia B. Kenski  
Notary Public, State of Florida at Large  
My Commission expires:



**EXHIBIT "A"****SANDY CREEK PHASE 1**

A PART OF SECTION 21, TOGETHER WITH A PART OF THE F. J. FATIO GRANT, SECTION 40, TOWNSHIP 5, SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2319.34 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°01'35" EAST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 413.14 FEET; THENCE SOUTH 53°06'41" WEST LEAVING SAID EAST LINE, A DISTANCE OF 1081.21 FEET; THENCE SOUTH 75°20'21" WEST, A DISTANCE OF 489.19 FEET; THENCE SOUTH 20°48'34" WEST, A DISTANCE OF 704.67 FEET; THENCE SOUTH 65°21'07" WEST, A DISTANCE OF 348.84 FEET; THENCE SOUTH 79°04'39" WEST, A DISTANCE OF 850.08 FEET; THENCE SOUTH 67°22'12" WEST, A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 267.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°15'24" WEST AND A CHORD DISTANCE OF 266.94 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 268.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°54'42" WEST AND A CHORD DISTANCE OF 259.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°56'25" WEST, A DISTANCE OF 874.02 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 341.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°07'13" WEST AND A CHORD DISTANCE OF 329.37 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 88°38'40" WEST, A DISTANCE OF 164.08 FEET; THENCE SOUTH 54°57'08" WEST, A DISTANCE OF 22.34 FEET; THENCE SOUTH 37°50'52" WEST, A DISTANCE OF 67.31 FEET; THENCE SOUTH 33°33'25" WEST, A DISTANCE OF 56.12 FEET; THENCE SOUTH 08°02'37" WEST, A DISTANCE OF 93.64 FEET; THENCE SOUTH 28°58'36" EAST, A DISTANCE OF 96.47 FEET; THENCE SOUTH 31°05'31" EAST, A DISTANCE OF 51.33 FEET; THENCE SOUTH 08°18'12" EAST, A DISTANCE OF 37.59 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 194.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°21'24" WEST AND A CHORD DISTANCE OF 184.37 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 86°51'54" WEST, A DISTANCE OF 64.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78080-2403); THENCE NORTH 03°07'21" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 634.31 FEET; THENCE NORTH 88°39'33" LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2133.95 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE NORTH 01°42'52" WEST, A DISTANCE OF 800.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 104.46 ACRES MORE OR LESS.

**EXHIBIT "B"****ARTICLES OF INCORPORATION  
OF  
SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.  
A CORPORATION NOT-FOR-PROFIT**

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

**ARTICLE I. NAME**

The name of this corporation shall be: SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

**ARTICLE II. PURPOSE**

The purposes and object of the Association shall be to administer the operation and management of SANDY CREEK, a residential development (hereinafter "the Development") to be established upon that certain real property in ST. JOHNS County, Florida, as described in that certain Declaration of Covenants, Conditions and Restrictions for Sandy Creek Residential Lots, which shall be recorded in the current public records, ST. JOHNS County, Florida, and to operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements and applicable rules of the St. Johns River Water Management District Permit No. #4-109-86407-3 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. SANDY CREEK INVESTMENT CORP., is the developer (the "Developer") of the Property.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residential lots and Limited Common Areas of the Property in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration.

**ARTICLE III. POWERS**

The Association shall have the following powers:

3.1 All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length.

3.2 All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:



(a) Make and establish reasonable rules and regulations governing the use of the Lots and Limited Common Area, as such terms are defined in the Declaration, and to establish in such rules and regulations the imposition of fines and charges and the methodology for announcing and enforcing such fines and charges against Owners who willfully violate the provisions of the Declaration and the rules and regulations of the Association from time to time in effect.

(b) Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.

(c) To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Owners.

(d) Tax, levy, collect and enforce payment by all lawful means all charges or assessments against Owners and their Lots, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Limited Common Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration; and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the Stormwater Management System (including work performed in the retention areas, drainage structures and drainage easements).

(e) Maintain, repair, replace, operate and manage the Limited Common Area, including without limitation, the Stormwater Management System serving the Property (including but not limited to, retention areas, drainage structures and drainage easements) and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Limited Common Area and other property owned by the Association.

(f) Contract for the management of the Association, the Limited Common Area and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws.

(g) Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing the use of the Property which may hereafter be established.

#### **ARTICLE IV. QUALIFICATION OF MEMBERS**

The qualifications of Owners as members ("Members"), manner of their admission to and termination of membership shall be as follows:

4.1 The Owners (as defined in the Declaration and the Bylaws) of all Lots in the Property shall be Members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

4.2 A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

4.3 Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

4.4 If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot Owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the Bylaws or the Declaration.

4.5 Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the Bylaws hereof.

#### **ARTICLE V. VOTING**

5.1 There shall be two classes of voting membership which classes are more fully defined in the Declaration and the Bylaws.

5.2 On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. Such vote may be exercised or cast by the Owner or Owners in such manner as may be provided in the Bylaws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the Bylaws. Notwithstanding the foregoing, the Developer shall have the right to cast the number of votes allocated to it in the Declaration and Bylaws for so long as it owns any Lots as defined in the Declaration and Bylaws or until its right to such votes terminates as provided in the Declaration.

5.3 Until the recordation of Declaration in the public records of St. Johns County, Florida, the membership of the Association shall be comprised of the subscribers to these

Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

**ARTICLE VI. TERM OF EXISTENCE**

Existence of this Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

**ARTICLE VII. OFFICE**

The principal office of the Association shall be 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216, or such other place as the Board of Directors may designate. The address of the registered office and the name of the initial Registered Agent are: John A. Semanik, located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216.

**ARTICLE VIII. BOARD OF DIRECTORS**

8.1 The business affairs of this Association shall be managed by the Board of Directors. The number of Members of the first Board of Directors shall be three.

8.2 Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the Bylaws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

(a) Lot Owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors when a Transfer Event has occurred. A Transfer Event is deemed to have occurred when the Developer has conveyed one hundred percent (100%) of the Lots or at such earlier time as the Developer may elect to voluntarily relinquish control of the Board of Directors, at Developer’s sole option.

(b) The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

Director	Address
JOHN A. SEMANIK	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
JENNIE M. LESNIAK	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
KATHERINE S. CARPENTER	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216

**ARTICLE IX. OFFICERS**

9.1 The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

9.2 Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, on the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

9.3 The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	JOHN A. SEMANIK
Vice President	JENNIE M. LESNIAK
Treasurer	KATHERINE S. CARPENTER
Secretary	JILL LAMBERT

9.4 The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

9.5 The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

**ARTICLE X. BYLAWS**

10.1 The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.

10.2 The Bylaws may be amended in accordance with the procedures set forth in the Bylaws.

#### **ARTICLE XI. AMENDMENT OF ARTICLES**

11.1 These Articles of Incorporation may be amended as follows:

(a) Amendments shall be proposed by a majority of the Board of Directors.

(b) The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such time as there is no Class B Members, the amendment or amendments proposed must be approved by an affirmative vote of at least two-thirds (2/3) of the Class A Members in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida and recorded in the public records of St. Johns County, Florida.

#### **ARTICLE XII. INDEMNITY**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### **ARTICLE XIII. NON-PROFIT STATUS**

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

**ARTICLE XIV.**  
**RULES OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

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 Section 40C-42.027 Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XV. SUBSCRIBERS**

The names and addresses of the subscribers to these Articles are:

JOHN A. SEMANIK	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
JENNIE M. LESNIAK	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
KATHERINE S. CARPENTER	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216

**ARTICLE XVI. DISSOLUTION**

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 Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

**ARTICLE XVII. ANNEXATION**

Annexation of additional properties, mergers, and consolidations, mortgaging of Limited Common Area, if any, dissolution and amendment of the Articles, requires prior approval of the Veterans Administration, Federal Housing Administration, or Federal National Mortgage Association, so as long as there is a Class B membership.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose of this corporation forming not for profit under the laws of the State of Florida.

	_____ JOHN A. SEMANIK
	_____ JENNIE M. LESNIAK
	_____ KATHERINE S. CARPENTER

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by John A. Semanik, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Jennie M. Lesniak, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Katherine S. Carpenter, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_



**CERTIFICATE NAMING AGENT UPON WHOM DUE PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That **SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**, a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the articles of incorporation at City of Jacksonville, County of Duval, State of Florida, has named John A. Semanik, located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216, as its agent to accept service of process within this state.

Having been named to accept service of process for above state and corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.

REGISTERED AGENT

\_\_\_\_\_  
JOHN A. SEMANIK

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by John A. Semanik, who ☐ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Florida at Large

**EXHIBIT "C"****BYLAWS****OF****SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.****1. IDENTITY.**

1.1 Name. The name of the Corporation is SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation organized pursuant to the provisions of Chapter 617, Florida Statutes.

1.2 Purpose. The purpose and object of the Association (as hereinafter defined) shall be to administer the operation and management of SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., as established in accordance with the Declaration of Covenants, Conditions and Restrictions of SANDY CREEK RESIDENTIAL LOTS (the "Declaration") upon certain real property in St. Johns County, Florida, as set forth in the Declaration. The provisions of these Bylaws are applicable to the Association and are subject to the provisions of the Declaration, and the Articles of the Association (as hereinafter defined). All Members, as defined in the Articles of the Association, and their invitees, including, without limitation, all present or future owners and tenants of Lots in the Property, as such is defined herein and in the Declaration, and other persons using the Lots or any of the facilities thereof in any manner are subject to these Bylaws, the Articles and the Declaration.

1.2 Location. The principal office of the Association shall be located at 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216, or at such other place as may be established by resolution of the Board of Directors, but meeting of the Members and the Board of Directors of the Association may be held at such places within St. Johns County, Florida.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of "SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

**2. DEFINITIONS.**

2.1 Articles. "Articles" shall mean and refer to the Articles of Incorporation of SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., as filed with the Secretary of State of Florida.

2.2 Assessment. The term "Assessment" as used herein shall mean and refer to a share of Association Expenses required for the payment of the Association Expenses which from time to time shall be assessed against the Lots and the Owners and the Authorized Users.

2.3 Assessment Period. "Assessment period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

2.4 Association. "Association" shall mean and refer to SANDY CREEK RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

2.5 Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in the Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the owners thereof through annual or special Assessments as defined in the Declaration.

2.6 Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

2.7 Limited Common Area. "Limited Common Area" of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within fifteen (15) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

2.8 Declaration. "Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions of SANDY CREEK RESIDENTIAL LOTS as recorded in the current public records, St. Johns County, Florida.

2.9 Developed Lot. "Developed Lot" shall mean and refer to any Lot owned by anyone other than Developer or any corporation affiliated with Developer. For purposes hereof, an affiliated corporation shall be deemed to be any corporation the majority of whose stock is owned by Developer, or the majority shareholder of Developer, or any corporation which itself may be deemed to be an affiliate of Developer because of common equity ownership. For purposes hereof, an affiliated corporation shall be deemed to be any corporation the majority of whose stock is owned by Developer, or the majority shareholder of Developer, or any corporation which itself may be deemed to be an affiliate of Developer.

2.10 Developer. "Developer" shall mean and refer to SANDY CREEK INVESTMENT CORP., and its successors and assigns if such successors or assigns should acquire more than one Undeveloped Lot for the purpose of development and have an assignment in writing of Developer's Rights from SANDY CREEK INVESTMENT CORP.

2.11 INTENTIONALLY DELETED.

2.12 Lot. "Lot" shall mean and refer to any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

2.13 INTENTIONALLY DELETED

2.14 Member. "Member" shall mean and refer to all those persons entitled to membership as provided by the Declaration.

2.15 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property.

2.16 Plat. "Plat" shall mean and refer to the plat of certain real property more fully described in the Declaration of SANDY CREEK RESIDENTIAL LOTS, according to the plat thereof as recorded in the current public records of St. Johns County, Florida (the "Plat").

2.17 Property. "Property" shall mean and refer to that certain real property more particularly described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association.

2.18 INTENTIONALLY DELETED

3. MEMBERSHIP, VOTING, QUORUM, PROXIES.

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership; provided, however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Limited Common Area (as described in the Declaration) but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions of the Articles, Declaration and these Bylaws, and shall retain all voting rights.

3.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of votes of the membership entitled to vote upon any matter or matters arising at said meeting.

3.3 Voting. The classes of voting membership and manner of voting shall be as set forth Section 2.2 of the Declaration, subject to the additional terms and conditions set forth herein:

- (a) The Association shall have two (2) classes of voting memberships as follows:

Class A - Class A Members shall be Owners who have taken title to one (1) or more Lots, excluding, however, the Developer, until such time as Class B membership ceases to exist, at which time Developer shall be entitled to vote like any other Owner of a Lot. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Member. When a Lot is owned by more than one (1) person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be initially entitled to a number of votes equal to the number of Lots within the Property.

Class B membership shall terminate upon the happening of one of the following events, whichever occurs earlier:

- (i) three (3) months after Developer has conveyed to Members ninety percent (90%) of the Lots located on the Property, or
- (ii) at such earlier time as the Developer, in his sole discretion, may determine.

(b) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(c) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the president, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(d) The Developer shall be entitled to cast the number of votes as set forth in subparagraph (a) hereof under Class B Membership.

3.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

3.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. A proxy may be revoked at any time at the pleasure of the Lot Owner executing it. To be valid, a proxy must be dated, must state the date, time, and place of the specific meeting for which it is given, and must be signed by the authorized person executing it. A proxy is effective only for the specific meeting for which it was originally given ("Meeting") and automatically expires ninety (90) days after the date of the Meeting, but shall automatically cease upon conveyance by a Member of his Lot. All proxies shall be in writing and filed with the secretary before the appointed time of the meeting in order to be effective.

#### 4. MEMBERS' MEETINGS.

4.1 Annual Meeting(s). The first Annual Meeting of the Members shall be held at the office of the Association or such other place in St. Johns County, Florida, and at such time as may be specified in the notice of the meeting, on or before the first Tuesday in October of each year and each subsequent regular annual meeting of the Members shall be held during the same month of each year, at the hour designated in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Tuesday, or such day as the Directors shall determine and include in the notice of meeting.

4.2 Special Meeting(s). Special Meeting(s) shall be held when called by the Board of Directors or by at least ten percent (10%) of the total voting interests of the Association. Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

#### 4.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary, or in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time, place and purpose for which the meeting is called.

(b) Annual. Notice of Annual Meeting(s) shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. Such notice shall state the date, time and place of such meeting, but need not include a description of the purpose for which the meeting is called. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received and shall constitute that Member's waiver of his right to receive notice by mail. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the Member at his Post office address as it appears on the records of the Association.

(c) Special. Notice of Special Meetings shall be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date set for the meeting and shall be mailed by first class mail or delivered personally to the Member, stating the time, date and place of such meeting and reciting the purpose of such meeting.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

(e) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

4.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by the Directors, Lot owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

## 5. BOARD OF DIRECTORS.

5.1 First Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The first Directors shall consist of three (3) persons as designated in the Articles of Incorporation. SANDY CREEK INVESTMENT CORP., reserves the right to appoint Directors to the Board as specified in the Articles, Declaration and as described herein.

5.2 Election of Directors. Directors shall be elected in the following manner:

(a) The Board of Directors shall be elected by the Members from among the membership of the Association at the annual membership meeting, by affirmative vote of a plurality of the votes cast at such meeting, however, the Developer shall have the right to elect all the Directors of the Board subject to the limitation that lot owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors upon the first to occur of the following:

- (i) Three (3) months after the Developer has conveyed ninety percent (90%) of Lots (including lots in the Future Development Property, if annexed, as provided in the Declaration) ; or
- (ii) Developer elects to terminate the Class B Membership, in its sole discretion.

(b) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing, by written instrument delivered to any officer of the Association, of a successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(c) In the election of Directors there shall be appurtenant to each Lot one (1) vote for each Director to be elected, and the Developer shall be entitled to cast the number of votes allocated to it under Section 3.3(a) hereof.

(d) At the first Annual Meeting, the Members will elect three (3) Directors, with one (1) directorship to be designated as a two (2) year term director and the other two (2) to be for one (1) year terms. At the next succeeding Annual Meeting, one of such one (1) year term directorships shall be, from that point on, designated as a two (2) year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two (2) directors elected each year with one member of the old board continuing on the new board. Therefore, there shall be two (2) directorships of two (2) year terms being up for election in different years, and the third directorship shall always remain a one (1) year term directorship.

(e) In the event that Developer selects any person or persons to serve on the initial Board, Developer shall have the absolute right at any time, in its sole discretion to replace any such person or persons with another person or persons designated by Developer to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery as such written instrument by Developer to any officer of the Association.

5.3 Organizational Board Meeting. The organization meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided that a quorum shall be present.



5.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

5.5 Special Meetings. Special meetings of the Board of Directors shall be called by the President, at the written request of one-third of the Directors. Notice of Special Meetings must be given to each Director, personally, or by mail, telephone or telegram preceded by at least seven (7) days' notice of the date, time, and place of the meeting, unless notice is waived.

5.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association or the office of the property management company, if any. The Association shall retain minutes of all meetings of the Board of Directors for a period of not less than seven (7) years.

5.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

5.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted at the re-adjourned meeting without further notice.

5.9 Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board shall have the right to take any action in the absence of a meeting which they could take at a meeting; provided, that written approval of such actions taken, signed by each Director, shall be recorded and filed in the minute book of the Association.

5.10 Removal. Directors may be removed form office with or without cause by the vote or written agreement of persons entitled to cast a majority of the votes of the membership; provided, however, that only the Developer can remove a member of the Board who was appointed by the Developer.

5.11 Presiding Officer. The presiding officer of meetings of the Board shall be Chairman of the Board, it such officer has been elected, or, if not, the President of the

Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

5.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(a) Tax, levy, collect and enforce by all lawful means all charges or assessments against Members of the Association and their Lots, as provided in the Articles and Declaration, including the right to levy and collect assessments for the purposes of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Limited Common Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, including, without limitation, the imposition of fines and charges against Members who willfully violate the provisions of the Declaration or rules and regulations enacted from time to time by the Association;

(b) Maintain, repair, replace, operate and manage the Limited Common Areas, including without limitation, the stormwater management system serving the Development (including but not limited to retention areas, drainage structures and drainage easements) and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to other property owned by the Association for the benefit of Members;

(c) Make, amend and establish reasonable rules and regulations governing the use of the Lots, Limited Common Areas and the Property, real and personal, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(d) Contract for the management and maintenance of the Limited Common Areas and other Property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Articles, Declaration and these Bylaws, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty (30) days prior written notice, and shall be for a term of from one (1) to three (3) years. Any such contract shall be

renewable by consent of the Association and management. If such contract is negotiated by the Developer, the term of such contract shall not exceed two (2) years. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of assessment, promulgation of rules and execution of contracts on behalf of the Association;

(e) Pay all taxes and assessments which are liens against any part of the Property other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(f) Suspend the enjoyment of the Limited Common Areas by any Member for a period during which any Assessment remains unpaid, and for a period not to exceed the greater of (i) sixty (60) days for any infraction of its published rules and regulations, or (ii) the date such Assessment remains unpaid. Voting rights of a Member may be suspended for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

(g) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(h) Pay all costs of power, water, sewer and other utility services rendered to the Property or to the Association and not billed to the owners of the separate Lots;

(i) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(j) Borrow money at prevailing rate and terms if it would not be feasible to charge the Members their proportionate share of the total estimated expenses. Any money received from the Developer shall be a loan to cover the deficit funding and shall be payable on demand which shall be evidenced by a promissory note.

(k) Maintain Association's official regulating documents, including, but not limited to Articles, Bylaws, Declaration, and any amendments thereto; plans, specifications, permits, warranties for improvements and repairs to Limited Common Areas or other Property maintained by Association; minutes of all meetings retained for at least seven (7) years; current roster of all Members and their mailing addresses and parcel identifications; Association insurance policies; current copy of all contracts to which Association is a party, including but not limited to any management agreement, lease, or other contracts for which the Association has any obligation or responsibility; bids for work to be done on behalf of the Association; accurate and detailed financial statements, kept according to good accounting practices; Members' assessment account reports; Association tax returns, and any other records that identify, measure, record or

communicate financial information; and any and all records required from time to time by applicable law.

(l) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of the Property.

6. OFFICERS.

6.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

6.2 President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate to assist in the conduct of the affairs of the association. He shall have such additional powers as the Board may designate.

6.3 Vice President. The Vice President shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

6.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of the persons entitled to cast a majority of the votes of the membership reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall

determine, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be stockholder, officer, Director or employee, for the management of the Association for such compensation as shall be mutually agreed between the Board and such officer, Director or corporation, for the purpose of making available to the owners of Lots such services as are contemplated by the provisions of Article as is these By- Laws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or Directors of the Association, or with corporations having officers, Directors or employees who are also members of the first Board of Directors of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

7.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

- (a) A record of all receipts and expenditures.
- (b) An account for each Lot which shall designate the name and address of the Lot owner, the amount of each assessment, dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

7.2 Inspection of Financial Reports and Records. Annual Financial reports and the membership records shall be maintained in the office of the Association and shall be available to Members for inspection during normal business hours with forty-eight (48) hours prior notice to the holder of the reports and records. Such annual financial reports shall be prepared within sixty (60) days after close of Association's fiscal year, pursuant to Section 720.303, Florida Statutes (2005).

7.3 Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, which shall include without limitation, the cost of operating and maintaining the Limited Common Elements, taxes on Association property, wages and salaries of Association Employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Lots, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Lot and due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered,

together with a notice of the time and place of said meeting, which shall be open to Lot owners. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that nay budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.4 Amount of Budget. If a budget is adopted by the board which requires assessment of the Lot owners in any budget year of an amount in excess of ten percent (10%) over the maximum assessment or the previous year's assessment established in accordance with Section 4.4 of the Declaration, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the adoption of such budget, at which special meeting Members shall be entitled to approve or disapprove such budget and may consider only and enact only a revision of the budget. Approval of the budget and any such revision of the budget shall require a vote of not less than a majority of the votes of members of each class. The Board may, in any event, first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a vote of a majority of the Members of each class of Members either at such meeting or by writing, such budget shall not thereafter be reexamined by the Lot owners in the manner hereinabove set forth.

In determining whether assessments are in excess of ten percent (10%) over the maximum assessment or previous year's assessment established in accordance with Section 4.4 of the Declaration in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessments for betterment to Association property. Notwithstanding any of the foregoing, the facilities are added to the common elements by the developer, increase the annual assessment by more than ten percent (10%) of the Maximum Annual Assessment for the prior year without the consent of any Lot Owner or mortgagee, by an amount sufficient to cover the cost, maintenance and repair of said recreational or other facilities. Nothing contained herein shall be deemed to obligate the Developer to add any such facilities.

7.5 Notice of Adopted Budgets. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

7.6 Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable annually on the first day of each calendar year, but in no event shall amounts be payable less often than monthly. If an annual assessment is not adopted as required, an assessment shall be presumed to have been made in the amount of the last prior assessment,

and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made and shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

7.7 Special Assessments. Special Assessments, if required and approved by the persons entitled to cast a majority of the votes of the membership at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments special assessments can be of three kinds: (i) those chargeable to all Members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Limited Common Area (including fixtures and personal property related thereto); (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers the Limited Common Area or which are for expenses incident to the abatement of a nuisance within his Lot; and (iii) and for such other purposes as shall have been approved by the persona entitled to cast a majority of the votes of the membership at a duly convened meeting.

7.8 The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

7.9 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

9. AMENDMENTS TO BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws shall be proposed by the Board, acting upon a vote of a majority of the Directors, or by persons entitled to cast a majority of the votes of the membership whether meeting as Members or by instrument in writing signed by them.

9.2 Notices. Upon any amendment or amendments to these Bylaws being proposed, such proposed amendment or amendments shall be transmitted to the president of the Association, or acting chief executive officer in the absence of the president, who shall thereupon

call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

9.3 Content of Amendment. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.4 Voting. In order for such amendment or amendments to become effective, as long as there is a Class B Membership, it shall only take an affirmative vote of the Class B Members. At such time as there is no Class B Membership, the same must be approved by an affirmative vote of a majority of the votes entitled to be cast at a regular or special meeting. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be filed in the records of the corporation.

9.5 Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

9.6 Developer's Reservation. Notwithstanding the foregoing provisions of this Article 9, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of the Board of Directors of the Association, as provided in Article 5 hereof, or any other right of the Developer provided herein or in the Articles, or Declaration, may be adopted or become effective without the prior written consent of Developer. Anything herein to the contrary notwithstanding, for so long as there is a Class B Membership, Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Members nor any approval thereof need be had.

9.7 Amendments. These Bylaws may be amended as provided in the Articles of Incorporation or any amendment thereto.



The foregoing was adopted as the Bylaws of SANDY CREEK RESIDENTIAL  
PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the  
State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
President

SANDY CREEK PHASE 1

BEING A PART OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

ADOPTION AND DEDICATION:

This is to certify that the undersigned, Sandy Creek Investment Corp., a Florida corporation ("Developer"), is the lawful owner of the lands described in the caption hereon which shall hereafter be known as Sandy Creek Phase 1, and that it has caused the same to be surveyed and subdivided and that CLC, Inc., a Florida corporation, is the holder of record of the mortgage on the land, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The road rights-of-way designated in the plat as Sandy Creek Parkway, Linda Lake Lane, Savannah Preserve Court, Clear Creek Court, Caroline Creek Circle, Cumer Way, Miranda Lake Court, Sonoma Lake Court and Joseph Lake Court are hereby irrevocably dedicated to the Sandy Creek Community Development District (the "CDD"). In perpetuity, for maintenance of the rights-of-way, access and drainage which are now or hereafter constructed thereon. Subject to the foregoing, including all easements, rights and reservations contained herein, by Joinder of the CDD to this Adoption and Dedication, the CDD hereby irrevocably dedicates the road rights-of-way to the County of St. Johns, its successors and assigns in perpetuity, for maintenance of the rights-of-way, access and drainage which are now or hereafter constructed thereon.

Non-exclusive easements for drainage and for maintenance of drainage improvements over those easements designated on this plat as the "Drainage Easements" are irrevocably dedicated to the County of St. Johns, its successors and assigns, and are subject to the following covenants which shall run with the land: (1) the Drainage Easements hereby dedicated to the County of St. Johns shall permit the County of St. Johns, its successors and assigns, to discharge all stormwater which may fall or come upon all rights-of-way hereby dedicated, together with all substances or matter which may flow or pass from said rights-of-way, from adjacent land, or from any other source of public waters, into, over, across, or through said easements and lake and/or pond shown hereon; and (2) the CDD, its successors and assigns, or other such entity that is the fee owner of the Stormwater Management System, which consists of the ponds, assumes all obligations of maintenance and operation thereof under the plat. The County's right to discharge stormwater through the subdivision's drainage system shall not imply any County responsibility for the construction or maintenance of said drainage systems.

Non-exclusive easements over, across and under those areas depicted as the FPL Easements and FPL Utility Easements as shown on this plat are hereby irrevocably dedicated to Florida Power and Light Company, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system, provided no parallel utilities may be installed within those easements designated as "FPL Utility Easement". Additional easements may be granted to Florida Power and Light Company, its successors and assigns, over additional portions of the plat as needed.

Non-exclusive easements over, across and under those areas depicted as the BellSouth Easement and BellSouth Access Easement as shown on this plat are hereby irrevocably dedicated to BellSouth Telecommunications, Inc., its successors and assigns, and allied and associated companies for its non-exclusive use.

Tract 9 (Pump Station) is hereby irrevocably dedicated to the CDD in perpetuity. By Joinder of the CDD to this Adoption and Dedication, the CDD hereby irrevocably dedicates Tract 9 to JEA, its successors and assigns in perpetuity.

All water and sewer utilities located within the roadways and utility easements are hereby irrevocably and without reservation dedicated to JEA, its successors and assigns.

Subject to the rights and reservations contained herein and granted hereby, title to Tracts 3, 5, 7, 8, 10, 11, 13, 14, 15 and 16 (Pond), and Tracts 6, 12, 17 and 18 (Preservation) will be conveyed by the Developer to the CDD, its successors or assigns, by separate instrument. Subject to the rights and reservations contained herein and granted hereby, title to Tracts 1 (Power Line) and Tracts 2 and 4 (Recreation) may be conveyed by the Developer to the CDD, its successors or assigns, by separate instrument. Developer hereby reserves the right of ingress and egress over all property and easements dedicated, and to be dedicated to the CDD, its successors or assigns, for the purpose of constructing and maintaining thereon, drainage facilities, lakes, ponds and utilities, and further reserves the right to grant to others the non-exclusive right of ingress and egress over said property and easements. Non-exclusive easements over, across, and under Tracts 3, 5, 7, 8, 10, 11, 13, 14, 15 and 16 (Pond) are hereby irrevocably dedicated to the County of St. Johns, its successors and assigns, for the purpose of access and maintenance.

The rights reserved hereby for the grant of utility easements shall include easements for the construction, installation, maintenance and operation of cable television services to the extent required by and in a manner and subject to the provisions of Section 177.091(28) of the current Florida Statutes; however, to the extent allowable by said Section 177.091(28), only cable television service providers specifically authorized by Developer to serve the lands shown on the plat shall have the benefit of said cable television service easements.

Developer hereby reserves and shall have the sole and absolute right, with the consent of the Board of County Commissioners of St. Johns County, Florida, or the governing body of any municipality having jurisdiction over the lands shown on this plat, to dedicate to a public entity roads or easements which have not already been conveyed to the CDD (provided such public entity accepts such dedication).

In witness whereof, the above named Sandy Creek Investment Corp., a Florida corporation, and Sandy Creek Community Development District have caused this plat and dedication to be signed, sealed and delivered.

In the presence of:

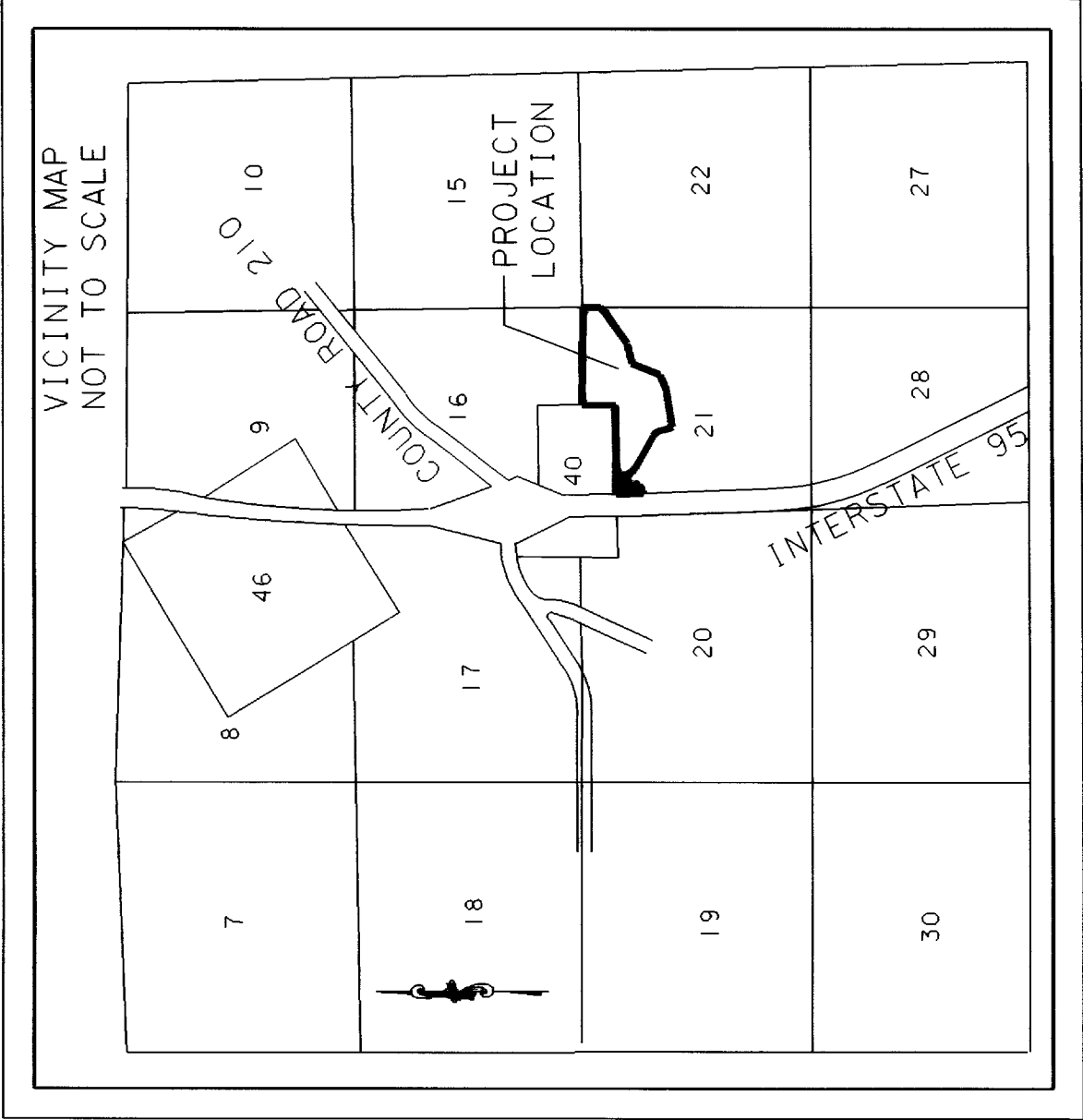
Witness  
Kathryn S. Caputo  
By: John A. Semanik, Its President

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of May, 2007, by John A. Semanik, president of Sandy Creek Investment Corp., a Florida corporation, on behalf of the corporation, who [ ] is personally known to me or [ ] has produced as identification.

Bobbi Soga  
My Commission Expires: 03/28/08

Print Name: Bobbi Soga  
Notary Public, State of Florida at Large  
Commission No.: DD331715  
My Commission Expires: 6-23-08



MORTGAGEE JOINDER AND CONSENT TO ADOPTION AND DEDICATION:

This is to certify that CLC, Inc., a Florida corporation, being a mortgagee of the lands described in the caption hereon, as set forth in the caption hereon, and as modified in Official Records Book 2601, Page 1731, both of the Public Records of St. Johns County, Florida, encumbering the Real Property described therein and as also described on this plat) has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent, Joinder and Ratification in and to the Adoption and Dedication of said lands and plat for the uses and purposes therein expressed.

Signed, Sealed and Delivered in the presence of:

Print: Charles E. Ireland  
Print: Bobbi Soga  
CLC, Inc., a Florida Corporation  
By: Bobbi Soga  
First: Bobbi Soga  
Corporate Seal

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 14 day of May, 2007, by [ ] as (Vice) President of CLC, Inc. on behalf of the Corporation.

Print: Bobbi Soga  
Notary Public  
State of Florida at Large  
My Commission Expires: 6-23-08

Witness  
Kathryn S. Caputo  
By: John A. Semanik  
Chairman, Board of Supervisors



Witness  
Kathryn S. Caputo  
By: John A. Semanik  
Chairman, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of May, 2007, by John A. Semanik, Chairman of the Board of Supervisors of Sandy Creek Community Development District, on behalf of the Sandy Creek Community Development District, who [ ] is personally known to me or [ ] has produced as identification.

Bobbi Soga  
My Commission Expires: 03/28/08

Print Name: Bobbi Soga  
Notary Public, State of Florida at Large  
Commission No.: DD331715  
My Commission Expires: 6-23-08

LEGEND:

- 1. L2 DENOTES TABULATED LINE DATA
- 2. C6 DENOTES TABULATED CURVE DATA
- 3. (NR) DENOTES NON RADIAL LOT LINE
- 4. RP DENOTES RADIUS POINT
- 5. P1 DENOTES POINT OF INTERSECTION
- 6. PC DENOTES POINT OF CURVE
- 7. A DENOTES DELTA
- 8. A DENOTES ARC LENGTH
- 9. C DENOTES CHORD LENGTH
- 10. R DENOTES RADIUS
- 11. T DENOTES TANGENT
- 12. PRC DENOTES POINT OF REVERSE CURVE
- 13. PT DENOTES POINT OF TANGENCY
- 14. R/W DENOTES RIGHT OF WAY
- 15. FPL-E DENOTES FLORIDA POWER AND LIGHT COMPANY EASEMENT
- 16. FPL-U DENOTES FLORIDA POWER AND LIGHT COMPANY UTILITY EASEMENT
- 17. M.A.E. DENOTES MAINTENANCE AND ACCESS EASEMENT
- 18. DENOTES SET 4"x4" CONCRETE MONUMENT "PERMANENT REFERENCE MONUMENT LB7062."
- 19. DENOTES SET 1/2" REBAR WITH CAP "PERMANENT REFERENCE MONUMENT LB7062."
- 20. DENOTES PERMANENT CONTROL POINTS

CERTIFICATE OF APPROVAL PLANNING & ZONING DEPARTMENT:

The St. Johns County Planning & Zoning Department hereby approves this final plat of Sandy Creek Phase 1, on this 14 day of May, A.D., 2007.

By: [Signature]  
St. Johns County Planning & Zoning Official

CERTIFICATE OF APPROVAL COUNTY ATTORNEY

This is to certify that this final plat of Sandy Creek Phase 1 has been examined and approved by the office of the St. Johns County Attorney on this 14 day of May, A.D., 2007.

By: [Signature]  
Office of St. Johns County Attorney

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Sandy Creek Phase 1, has been approved and accepted in accordance with Chapter 177, including Section 177.081, and Florida Statutes, by the Board of County Commissioners of St. Johns County, Florida for recording on this 14 day of May, A.D., 2007.

This acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

By: [Signature]  
Chairman, St. Johns County Board of County Commissioners

CERTIFICATE OF CLERK

This is to certify that this plat has been examined and approved and that it complies in for with the requirements of the current Chapter 177, including Section 177.081, Florida Statutes, and is recorded in Map Book 62, Pages 24-35 of the Public Records of St. Johns County, Florida on this 14 day of May, A.D., 2007.

By: [Signature]  
Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177 by the Office of the County Surveyor for St. Johns County, Florida on this 14 day of May, A.D., 2007.

By: [Signature]  
Professional Land Surveyor, Number 4564

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida, as a Land Surveyor, do hereby certify that this plat has been examined and approved and shown in the original plat of record, that the survey was made under the undersigned's responsible direction and supervision, and that the survey data complies with all the requirements of the current Chapter 177, including Section 177.081, Florida Statutes.

Signed and Sealed this 14 day of May, 2007.

By: [Signature]  
Registered Land Surveyor No. 5447

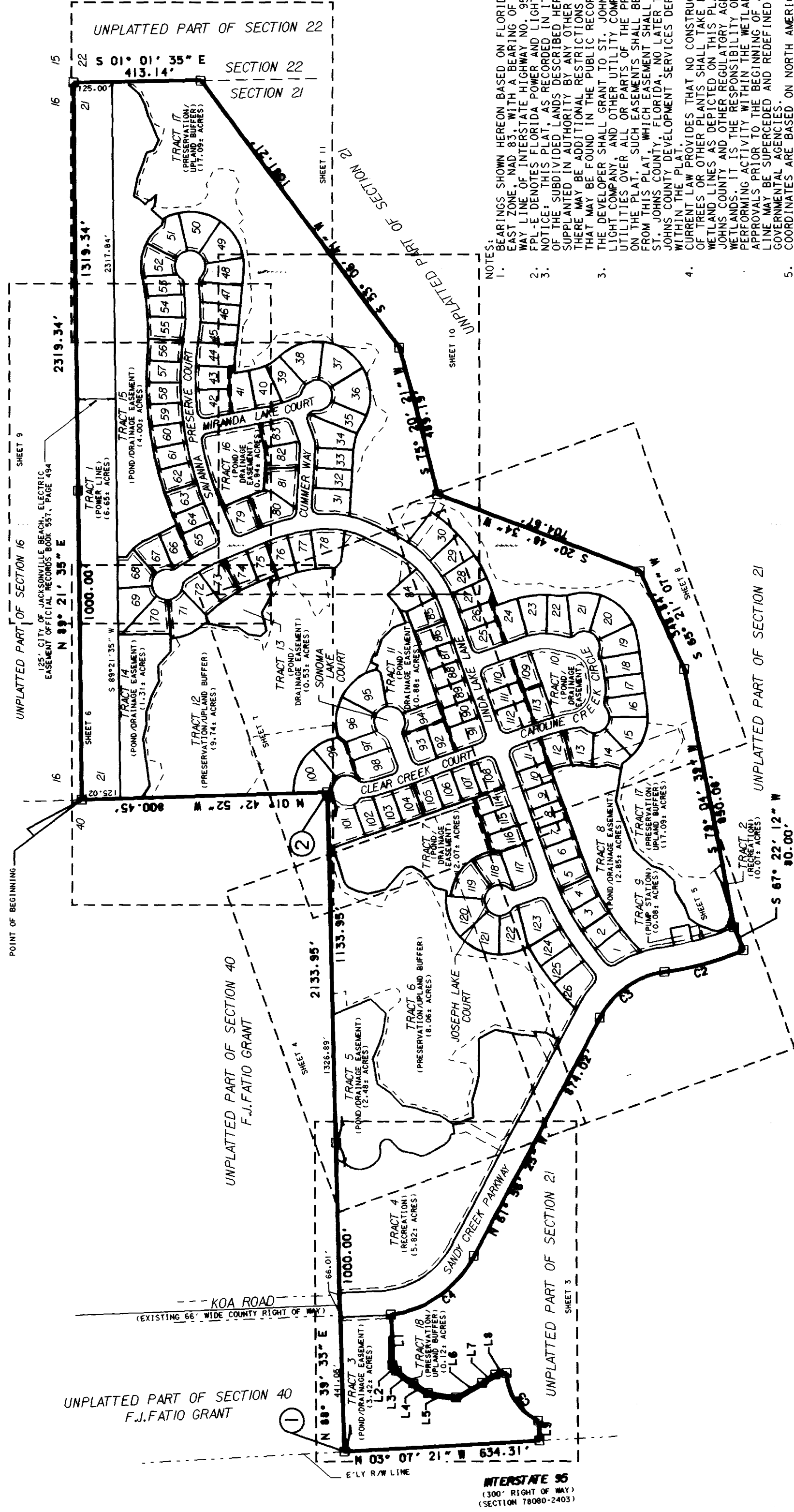
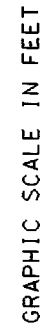
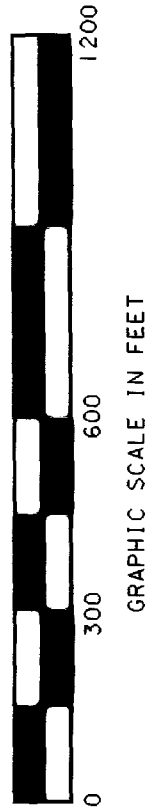
Aracelis G&M, Inc.  
1650 Prudential Drive Suite 400  
Jacksonville, Florida 32207  
Phone: (904) 721-2991  
Certification Number LB7062

PREPARED BY:  
ARCADIS G&M, INC.  
1650 PRUDENTIAL DRIVE SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

MAP BOOK 66 PAGE 26

SHEET 2 OF 11

LINE	LINE TABLE		CURVE TABLE		CHORD	CHORD BEARING
	BEARING	DISTANCE	CURVE	RADIUS		
L1	S 88°36'.40" W	164.08'	C1	25.00'	27.26'	S 30°49'.19" W
L2	S 54°57'.08" W	22.34'	C2	1040.00'	66°44'.49"	N 15°15'.24" W
L3	S 37°50'.52" W	67.31'	C3	285.00'	54°03'.26"	N 34°54'.42" W
L4	S 33°33'.25" W	56.12'	C4	365.00'	53°38'.24"	N 35°07'.13" W
L5	S 08°02'.37" W	93.64'	C5	170.00'	65°40'.40"	S 57°21'.24" W
L6	S 28°58'.36" E	96.47'	C6	25.00'	104°50'.52"	N 54°28'.28" W
L7	S 31°05'.31" E	51.33'		724.07'	09°24'.25"	N 18.75'
L8	S 08°18'.12" E	37.59'				N 68°33'.53" E
L9	S 86°51'.54" W	64.02'				



1. BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, WITH A BEARING OF N 03°07'21" W ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95.
2. FPL DENOTES FLORIDA POWER AND LIGHT COMPANY.
3. NOT TO SCALE. THIS PLAT, AS RECORDED IN THIS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBJECT PLAT, AND IS SUPERSEDED BY ANY DIGITAL FORM AND ANY SUPPLEMENT IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THE DEVELOPER SHALL GRANT TO ST. JOHNS COUNTY, FLORIDA, FLORIDA POWER AND LIGHT COMPANY, AND OTHER UTILITY COMPANIES AS NECESSARY, EASEMENTS FOR UTILITIES OVER ALL OR PARTS OF THE PROJECT ROADS AND UTILITY EASEMENT AREAS ON THE PLAT, SUCH EASEMENTS SHALL BE BY A SEPARATE WRITTEN EASEMENT APART FROM THIS PLAT, AND THE EASEMENT SHALL BE RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ST. JOHNS COUNTY DEVELOPMENT SERVICES DEPARTMENT OF THE HORIZONTAL IMPROVEMENTS WITHIN THE PLAT.
4. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF SUCH WETLAND AGENCY AND THE RESPECTIVE LOCALITY WITH JURISDICTION OVER SUCH OF THE WETLANDS AND ADJACENT AREAS. THE LOCALITY WITH JURISDICTION OVER THE ENTIRE PERFORMING ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERCEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.
5. COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE COORDINATE SYSTEM. COORDINATES ARE LISTED AS U.S. FEET TO THE NEAREST WHOLE NUMBER. THE GEODETIC CONTROL USED FOR THESE VALUES WAS THE ST. JOHNS COUNTY THREE MILE CONTROL NETWORK.

COORDINATE TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
①	208   305.12	49887   .51	PRM-NW CORNER
②	208   355.05	50   004.87	PRM-SEC CORNER

PREPARED BY:  
ARCADIS G&M, INC.  
1650 PRUDENTIAL DRIVE, SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

SANDY CREEK PHASE 1

BEING A PART OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

UNPLATTED PART OF SECTION 40  
F.J.FATIO GRANT

KOA ROAD  
(EXISTING  
66' COUNTY  
RIGHT OF WAY)

UNPLATTED PART OF SECTION 40  
F.J.FATIO GRANT

MAP BOOK

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PAGE

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SHEET 3 OF 11

N 88°39'33" E

1000.00'

434.04'

431.90'

2133.95'

467.99'

S 25°48'54" W  
29.99'

C3

TRACT 5  
(POND DRAINAGE EASEMENT)  
(2.48± ACRES)

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

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UNPLATTED PART OF SECTION 21

MATCH LINE-SEE SHEET 4

TRACT 4  
(POND DRAINAGE EASEMENT)  
(15.82± ACRES)

TRACT 5  
(POND DRAINAGE EASEMENT)  
(2.48± ACRES)

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

S 37°50'52" W  
67.31'

S 54°57'08" W  
22.34'

S 88°38'40" W  
164.08'

S 82°46'00" W  
21.43'

S 54°57'06" W  
26.87'

S 37°50'52" W  
69.19'

S 33°33'25" W  
58.76'

S 33°33'25" W  
56.12'

INTERSTATE 95

(300' RIGHT OF WAY)  
(SECTION 78080-2403)

634.31'

S 86°51'54" W

64.02'

R 170.00'  
A 65°40'40"  
C 194.87'  
S 57°21'24" W

LINE TABLE

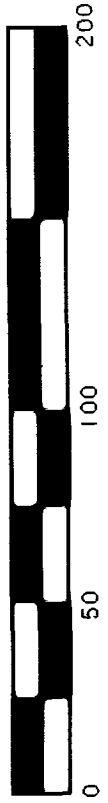
LINE	BEARING	DISTANCE
L1	N 80°03'00" E	32.56'
L2	S 34°50'59" W	1.38'
L3	S 19°11'04" E	68.75'

CHORD BEARING

CHORD	S 05°21'04" E	37.56'
	S 32°10'16" E	362.45'
	S 3°04'17" W	93.79'
	S 71°12'52" E	53.24'
	S 29°25'08" E	43.76'
	S 30°35'30" W	47.57'
	S 18°31'00" W	4.42'
	S 0°19'53" E	47.28'
	S 55°24'36" E	39.47'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC
C1	365.00'	05°53'54"	37.57'
C2	365.00'	59°32'17"	379.29'
C3	73.00'	79°56'14"	101.85'
C4	45.00'	72°32'05"	56.97'
C5	22.98'	144°23'15"	57.91'
C6	61.52'	45°29'32"	48.84'
C7	12.12'	20°59'21"	4.44'
C8	46.88'	60°34'05"	49.55'
C9	46.00'	50°48'58"	40.80'



GRAPHIC SCALE IN FEET

PREPARED BY:  
ARCADIS G&M, INC.  
1650 PRUDENTIAL DRIVE SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

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SANDY CREEK PHASE I

BEING A PART OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

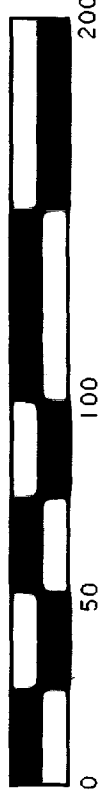
MAP BOOK

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SHEET 4 OF 11



GRAPHIC SCALE IN FEET

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	300.00'	20°44'27"	108.60'	108.01'	N 14°01'22" W
C2	50.00'	74°24'41"	64.94'	60.47'	N 01°44'26" E
C3	160.00'	25°52'52"	72.27'	71.66'	S 22°31'28" E
C4	50.00'	50°03'56"	43.69'	42.31'	N 60°29'52" W
C5	160.00'	50°03'56"	139.81'	135.40'	S 60°29'52" E
C6	50.00'	46°52'40"	40.91'	39.78'	S 71°01'50" W
C7	50.00'	46°52'40"	40.91'	39.78'	S 24°09'10" W
C8	50.00'	57°41'43"	50.35'	48.25'	S 28°08'01" E
C9	175.00'	57°41'43"	143.18'	139.22'	N 24°09'10" E
C10	175.00'	46°52'40"	143.18'	139.22'	N 71°01'50" E
C11	175.00'	05°30'45"	16.84'	16.83'	S 82°46'27" E
C12	175.00'	130°50'58"	399.66'	318.30'	S 34°33'26" W
C13	46.00'	50°48'58"	40.80'	39.47'	S 55°24'36" E
C14	46.88'	60°34'05"	49.55'	47.28'	S 0°19'53" E
C15	12.12'	20°59'21"	4.44'	4.42'	S 18°31'00" W
C16	61.52'	45°29'32"	48.84'	47.57'	S 30°35'30" W
C17	22.98'	144°23'15"	57.91'	43.76'	S 29°25'08" E
C18	45.00'	72°32'05"	56.97'	53.24'	S 71°12'52" E
C19	73.00'	79°56'14"	101.85'	93.79'	S 3°04'17" W

UNPLATTED PART OF SECTION 16

TRACT 5  
(POND DRAINAGE EASEMENT)  
(0.41 ACRES)

TRACT 4  
(RECREATION)  
(5.82 ACRES)

TRACT 6  
(PRESERVATION/PAVED BUFFER)  
(0.04 ACRES)

TRACT 7  
(POND DRAINAGE EASEMENT)  
(0.04 ACRES)

MATCH LINE-SEE SHEET 5

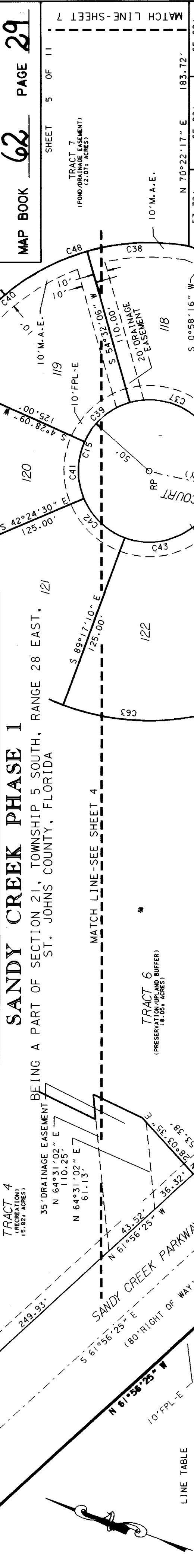
MATCH LINE-SHEET 7

PREPARED BY:  
ARCADIS G&M, INC.  
1650 PRUDENTIAL DRIVE SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

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SANDY CREEK PHASE 1

BEING A PART OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST, 121 ST. JOHNS COUNTY, FLORIDA



LINE TABLE

L1	N 42°27'50" W	32.39'
L2	S 62°30'20" W	44.61'
L3	S 71°48'31" W	75.24'
L4	S 76°40'55" W	38.24'
L5	N 16°34'23" W	16.57'
L6	S 70°05'14" W	28.55'
L7	S 07°51'21" W	58.65'
L8	S 21°48'40" W	47.44'
L9	S 34°07'34" W	36.65'
L10	S 67°45'40" W	46.55'
L11	S 57°46'58" W	53.24'
L12	S 77°41'21" W	15.01'
L13	S 74°34'18" W	24.89'
L14	S 77°42'27" W	40.80'
L15	S 14°34'18" W	30.00'
L16	S 77°41'21" W	30.00'
L17	S 73°36'05" W	26.30'
L18	S 73°36'05" W	12.00'
L19	S 73°36'05" W	6.02'
L20	S 73°36'05" W	6.02'
L21	S 73°36'05" W	6.02'
L22	S 12°18'39" W	6.02'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	325.00'	21°27'07"	121.68'	120.97'	S 51°12'51" E
C2	325.00'	32°36'19"	184.95'	182.46'	S 24°11'08" E
C3	1000.00'	14°44'49"	257.38'	256.67'	S 15°05'24" E
C4	985.00'	17°48'14"	306.08'	304.85'	N 58°24'48" E
C5	985.00'	3°03'22"	52.53'	52.53'	N 58°50'36" E
C6	300.00'	20°44'27"	108.60'	108.01'	N 14°01'22" W
C7	960.00'	14°44'49"	247.09'	246.40'	N 15°15'24" W
C8	365.00'	25°14'22"	160.79'	159.49'	N 20°30'10" W
C9	25.00'	82°38'01"	36.06'	33.01'	N 8°11'40" E
C10	960.00'	20°51'36"	345.51'	347.59'	N 59°56'29" E
C11	1010.00'	0°22'00"	6.46'	6.46'	S 70°11'17" W
C12	25.00'	85°36'07"	37.35'	33.97'	N 67°11'39" W
C13	275.00'	9°01'30"	43.32'	43.27'	N 19°52'51" W
C14	25.00'	54°18'53"	23.70'	22.82'	N 11°47'20" E
C15	50.00'	275°55'39"	240.79'	66.96'	S 80°58'57" W
C16	25.00'	43°25'55"	18.95'	18.50'	S 35°15'55" E
C17	325.00'	10°50'39"	61.51'	61.42'	S 18°58'16" E
C18	25.00'	88°51'28"	38.77'	35.00'	S 20°02'08" W
C19	1010.00'	14°57'11"	263.59'	262.84'	S 56°59'16" W
C20	25.00'	82°38'04"	36.06'	33.01'	N 89°10'17" W
C21	365.00'	14°05'10"	89.73'	89.51'	N 54°53'50" W
C22	365.00'	14°43'18"	93.78'	93.53'	N 25°45'42" W
C23	960.00'	2°37'04"	43.86'	43.86'	N 50°49'13" E
C24	850.00'	6°47'09"	100.67'	100.61'	S 48°44'10" W
C25	960.00'	4°22'23"	73.27'	73.25'	N 54°18'56" E
C26	850.00'	4°22'23"	64.87'	64.86'	S 54°18'56" W
C27	960.00'	4°22'22"	73.27'	73.25'	N 58°41'18" E
C28	850.00'	4°22'22"	64.87'	64.86'	S 58°41'18" W
C29	960.00'	4°44'02"	79.31'	79.29'	N 63°14'30" W
C30	850.00'	4°44'02"	70.23'	70.21'	S 63°14'30" W
C31	960.00'	4°44'14"	79.37'	79.35'	N 67°58'38" E
C32	850.00'	4°44'14"	70.28'	70.26'	S 67°58'38" W
C33	960.00'	0°01'32"	0.43'	0.43'	N 70°21'31" W
C34	850.00'	0°01'32"	0.38'	0.38'	S 70°21'31" E
C35	25.00'	20°04'26"	8.71'	8.71'	N 5°19'53" W
C36	25.00'	34°14'27"	14.94'	14.72'	N 21°49'34" E
C37	50.00'	74°24'41"	64.94'	60.47'	N 1°44'26" E
C38	160.00'	25°52'52"	72.27'	71.66'	S 22°31'28" E
C39	50.00'	50°03'56"	43.69'	42.31'	N 60°29'52" E
C40	160.00'	50°03'56"	139.81'	135.40'	S 60°29'52" E
C41	50.00'	46°52'40"	40.91'	39.78'	S 71°01'50" W
C42	50.00'	46°52'40"	40.91'	39.78'	S 24°09'10" E
C43	50.00'	57°41'43"	50.35'	48.25'	S 28°08'01" E
C44	1010.00'	5°18'58"	93.71'	93.68'	S 61°48'23" W
C45	1010.00'	3°40'56"	64.91'	64.90'	S 57°18'26" W
C46	1010.00'	3°40'56"	64.91'	64.90'	S 53°37'30" W
C47	1010.00'	2°16'21"	40.06'	40.06'	S 50°38'51" W
C48	160.00'	75°56'48"	212.08'	196.89'	N 12°18'39" W
C49	960.00'	03°49'14"	64.01'	64.00'	N 12°13'30" W
C50	960.00'	5°46'39"	96.80'	96.76'	N 17°01'27" W
C51	960.00'	2°25'54"	40.74'	40.74'	N 9°05'57" W
C52	365.00'	10°31'04"	67.00'	66.91'	N 13°08'31" W
C53	850.00'	25°01'41"	371.30'	368.36'	N 57°51'26" E
C54	200.00'	28°31'08"	99.55'	98.52'	S 4°00'30" E
C55	160.00'	25°46'41"	71.39'	71.38'	S 2°38'16" E
C56	960.00'	2°43'02"	45.53'	45.52'	S 21°16'17" E
C57	960.00'	01°32'50"	25.92'	25.92'	N 16°02'26" W
C58	960.00'	01°42'58"	12.00'	12.00'	N 48°58'49" E
C59	1135.00'	05°36'24"	111.06'	111.02'	N 53°37'29" E
C60	1135.00'	03°40'56"	72.94'	72.93'	N 57°18'25" E
C61	1135.00'	03°40'56"	72.94'	72.93'	N 59°12'51" E
C62	1135.00'	00°07'54"	2.61'	2.61'	N 15°04'36" W
C63	175.00'	31°34'52"	96.46'	95.24'	S 52°43'43" W
C64	1135.00'	13°06'10"	259.56'	259.00'	N 64°32'56" W
C65	175.00'	66°44'55"	203.87'	192.54'	N 79°07'39" E



SEE SHEET 2 FOR ADDITIONAL INFORMATION

PREPARED BY:  
ARCADIS G&M,  
1650 PRUDENTIAL DRIVE SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

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SANDY CREEK PHASE 1

BEING A PART OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

UNPLATTED PART OF SECTION 16

2319.34'

MAP BOOK

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N 89° 21' 35" E

1000.00'

SHEET 6 OF 11

TRACT 1  
(125' CITY OF JACKSONVILLE BEACH, ELECTRIC EASEMENT)  
(18.69± ACRES)

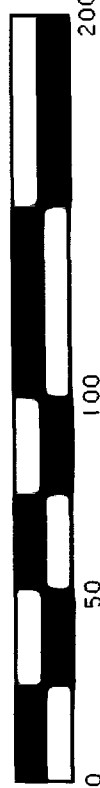
TRACT 14  
(POND/DRAINAGE EASEMENT)  
(1.31± ACRES)

TRACT 12  
(PRESERVATION/UPLAND BUFFER)  
(9.74± ACRES)

TRACT 13  
(POND/DRAINAGE EASEMENT)  
(0.53± ACRES)

UNPLATTED PART OF SECTION 40  
F.J. FATIO GRANT

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	722.29'	16°40'54"	210.29'	209.55'	N 30°27'31" W
C2	25.00'	46°04'51"	20.11'	19.57'	N 11°28'11" W
C3	50.00'	276°18'09"	241.12'	66.72'	S 53°25'11" W
C4	25.00'	50°31'47"	22.05'	21.34'	S 59°28'00" E
C5	697.29'	12°05'02"	147.06'	146.79'	S 28°09'36" E
C6	50.00'	63°09'57"	55.12'	52.37'	N 20°00'44" W
C7	50.00'	42°52'25"	37.41'	36.55'	N 73°01'55" W
C8	50.00'	42°39'38"	37.23'	36.37'	S 64°12'03" W
C9	50.00'	45°29'14"	39.70'	38.66'	S 20°07'37" W
C10	50.00'	67°36'27"	59.00'	56.63'	S 36°25'13" E
C11	175.00'	41°40'43"	127.30'	124.51'	N 24°13'25" W
C12	50.00'	14°30'28"	12.66'	12.63'	S 77°28'40" E
C13	697.29'	4°07'46"	50.25'	50.24'	S 32°08'14" E
C14	500.00'	7°24'25"	64.64'	64.59'	N 40°07'39" W
C15	697.29'	7°06'06"	86.43'	86.37'	S 26°31'18" E
C16	500.00'	7°58'11"	69.55'	69.49'	N 32°26'21" W
C17	500.00'	6°20'11"	55.30'	55.27'	N 25°17'10" W
C18	500.00'	21°42'46"	189.48'	188.35'	S 32°58'28" E
C19	494.91'	22°02'23"	190.37'	189.20'	S 11°05'36" E
C20	175.00'	41°07'22"	125.60'	122.92'	S 24°30'07" E
C21	175.00'	00°33'22"	1.70'	1.70'	S 03°37'42" E



GRAPHIC SCALE IN FEET

N 88° 39' 33" E

2133.95'

PREPARED BY:  
JACOBSON & SONS, INC.  
14500 W. BAYVIEW BLVD., SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

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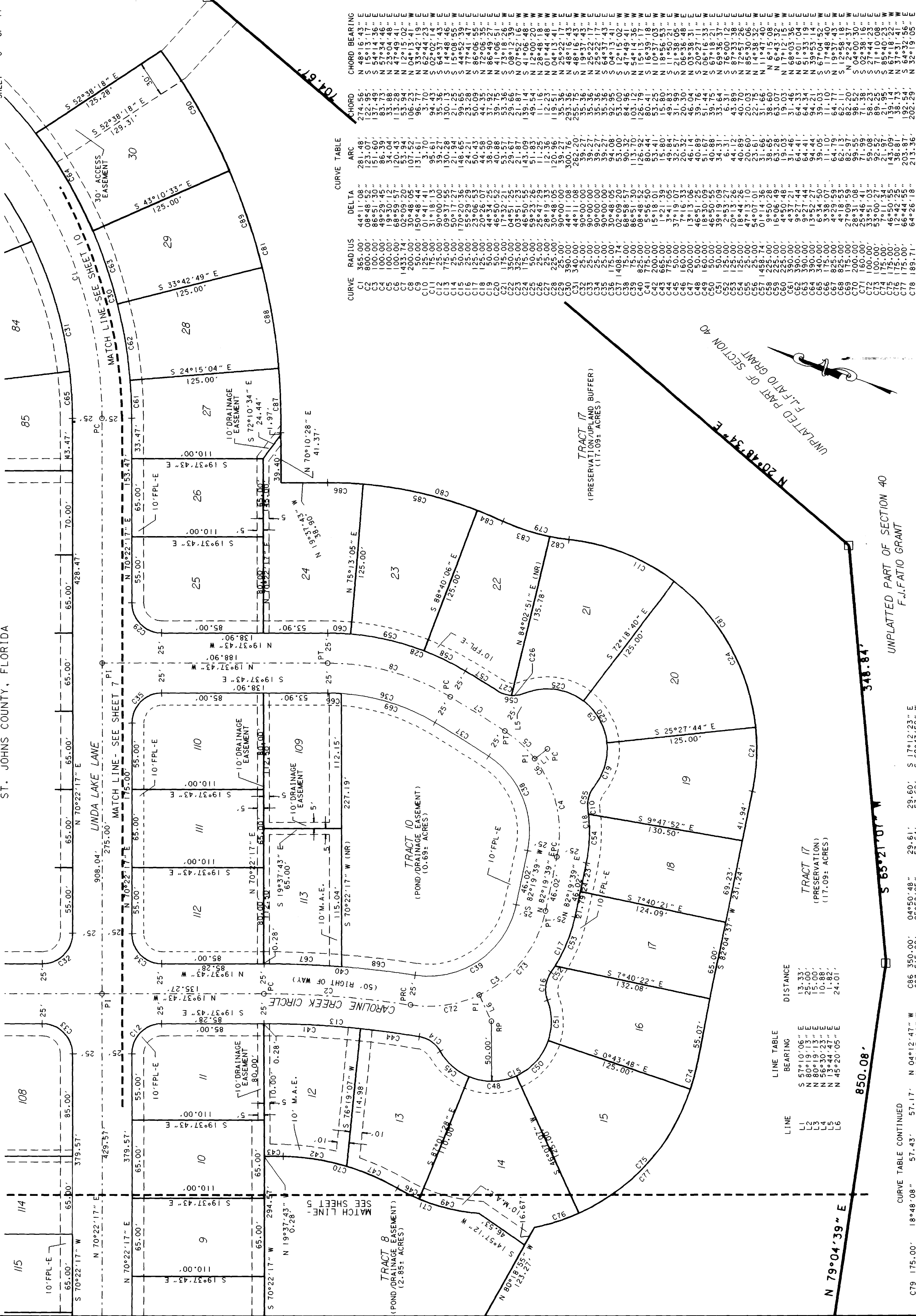


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CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C1	365.00"	44°11'08"	281.48"	N 48°16'43"E
C2	800.00"	08°48'52"	123.07"	N 5°13'17"E
C3	100.00"	88°51'30"	151.60"	S 54°14'36"E
C4	100.00"	49°29'45"	86.39"	S 57°34'46"E
C5	100.00"	139°30'12"	34.04"	N 23°04'48"E
C6	100.00"	68°59'57"	120.43"	N 47°49'41"E
C7	433.74"	3°09'20"	55.34"	N 6°15'02"E
C8	100.00"	150°48'04"	137.32"	N 23°04'48"E
C9	25.00"	05°48'41"	137.32"	N 23°04'48"E
C10	25.00"	01°41'41"	95.61"	N 5°40'23"E
C11	175.00"	3°18'13"	95.61"	N 5°40'23"E
C12	25.00"	90°00'00"	39.27"	S 64°37'43"E
C13	775.00"	09°37'55"	130.28"	N 1°48'46"E
C14	25.00"	50°17'27"	21.94"	S 15°08'55"E
C15	25.00"	170°20'36"	99.65"	N 48°16'43"E
C16	25.00"	58°29'39"	24.21"	S 15°08'55"E
C17	125.00"	2°06'35"	50.43"	N 8°06'55"E
C18	25.00"	42°26'35"	41.86"	N 23°04'48"E
C19	25.00"	42°26'35"	41.86"	N 23°04'48"E
C20	50.00"	46°50'02"	44.98"	N 23°04'48"E
C21	175.00"	1°32'31"	53.97"	N 5°40'23"E
C22	325.00"	04°51'35"	29.57"	N 9°32'39"E
C23	325.00"	04°51'35"	21.87"	N 9°32'39"E
C24	175.00"	48°50'45"	51.83"	N 1°48'46"E
C25	50.00"	59°23'46"	49.54"	N 1°48'46"E
C26	25.00"	26°47'39"	11.16"	N 28°48'18"E
C27	25.00"	26°47'39"	12.36"	N 28°48'18"E
C28	225.00"	30°48'05"	19.31"	N 04°13'41"E
C29	365.00"	41°00'08"	39.27"	N 04°13'41"E
C30	365.00"	41°00'08"	39.27"	N 04°13'41"E
C31	340.00"	44°11'08"	282.20"	N 48°16'43"E
C32	25.00"	90°00'00"	39.27"	N 04°13'41"E
C33	25.00"	90°00'00"	39.27"	N 04°13'41"E
C34	25.00"	90°00'00"	39.27"	N 04°13'41"E
C35	25.00"	90°00'00"	39.27"	N 04°13'41"E
C36	175.00"	30°48'05"	94.08"	N 04°13'41"E
C37	108.74"	02°09'20"	53.00"	N 5°40'23"E
C38	75.00"	68°58'57"	90.32"	N 47°49'41"E
C39	75.00"	88°51'30"	113.70"	N 54°14'36"E
C40	875.00"	08°48'52"	126.92"	N 5°13'17"E
C41	200.00"	151°18'00"	53.41"	N 23°04'48"E
C42	665.00"	1°21'39"	15.80"	N 5°40'23"E
C43	665.00"	1°21'39"	15.80"	N 5°40'23"E
C44	775.00"	3°18'13"	49.84"	N 5°40'23"E
C45	50.00"	3°19'07"	32.57"	N 9°32'39"E
C46	160.00"	7°16'33"	20.32"	N 06°38'48"E
C47	200.00"	13°13'36"	46.14"	N 06°38'48"E
C48	50.00"	46°51'25"	40.89"	N 20°27'11"E
C49	160.00"	18°30'09"	51.67"	N 06°16'33"E
C50	50.00"	46°51'25"	40.88"	N 20°27'11"E
C51	50.00"	3°56'57"	34.73"	N 6°16'33"E
C52	125.00"	3°56'57"	34.73"	N 6°16'33"E
C53	125.00"	20°41'56"	48.11"	N 23°04'48"E
C54	125.00"	1°44'26"	40.89"	N 04°13'41"E
C55	25.00"	4°13'10"	20.60"	N 06°16'33"E
C56	556.00"	5°40'17"	23.61"	N 06°16'33"E
C57	158.74"	01°14'36"	31.66"	N 1°47'40"E
C58	225.00"	9°50'28"	38.65"	N 1°47'40"E
C59	225.00"	18°06'49"	63.28"	N 6°43'27"E
C60	225.00"	4°50'48"	19.03"	N 1°42'15"E
C61	300.00"	5°37'21"	31.46"	N 6°03'36"E
C62	300.00"	5°37'21"	31.46"	N 6°03'36"E
C63	300.00"	5°37'21"	31.46"	N 6°03'36"E
C64	300.00"	1°52'77"	94.44"	N 6°03'36"E
C65	300.00"	1°52'77"	94.44"	N 6°03'36"E
C66	175.00"	3°38'07"	11.10"	N 1°48'40"E
C67	825.00"	4°29'09"	64.79"	N 1°48'40"E
C68	825.00"			

CURVE TABLE CONTINUED									
379	175.00	18.48 08	57.17	0.8 2 17	W	0.950 48	61	17.2 33	W
380	30.00	24.48 58	57.43	0.8 2 17	W	0.558 70	36.4	17.2 33	W
381	50.00	25.48 49	57.74	0.8 2 17	W	0.558 70	36.4	17.2 33	W
382	100.00	26.48 40	58.04	0.8 2 17	W	0.558 70	36.4	17.2 33	W
383	150.00	27.48 31	58.35	0.8 2 17	W	0.558 70	36.4	17.2 33	W
384	200.00	28.48 22	58.65	0.8 2 17	W	0.558 70	36.4	17.2 33	W
385	250.00	29.48 13	58.96	0.8 2 17	W	0.558 70	36.4	17.2 33	W
386	300.00	30.48 04	59.26	0.8 2 17	W	0.558 70	36.4	17.2 33	W
387	350.00	31.48 00	59.57	0.8 2 17	W	0.558 70	36.4	17.2 33	W
388	400.00	32.48 00	59.87	0.8 2 17	W	0.558 70	36.4	17.2 33	W
389	450.00	33.48 00	60.18	0.8 2 17	W	0.558 70	36.4	17.2 33	W
390	500.00	34.48 00	60.48	0.8 2 17	W	0.558 70	36.4	17.2 33	W
391	550.00	35.48 00	60.79	0.8 2 17	W	0.558 70	36.4	17.2 33	W
392	600.00	36.48 00	61.09	0.8 2 17	W	0.558 70	36.4	17.2 33	W
393	650.00	37.48 00	61.39	0.8 2 17	W	0.558 70	36.4	17.2 33	W
394	700.00	38.48 00	61.69	0.8 2 17	W	0.558 70	36.4	17.2 33	W
395	750.00	39.48 00	61.99	0.8 2 17	W	0.558 70	36.4	17.2 33	W
396	800.00	40.48 00	62.29	0.8 2 17	W	0.558 70	36.4	17.2 33	W
397	850.00	41.48 00	62.59	0.8 2 17	W	0.558 70	36.4	17.2 33	W
398	900.00	42.48 00	62.89	0.8 2 17	W	0.558 70	36.4	17.2 33	W
399	950.00	43.48 00	63.19	0.8 2 17	W	0.558 70	36.4	17.2 33	W
400	1000.00	44.48 00	63.49	0.8 2 17	W	0.558 70	36.4	17.2 33	W

PREPARED BY:  
ARCADIS G&M, INC.  
1650 PRUDENTIAL DRIVE SUITE 400  
JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB7062

q: ΔsurveyΔSt JohnsΔT5s-R28@ΔandycreekΔandycreekph158.plt

SANDY CREEK PHASE I																	
BEING A PART OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA																	
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	722.29	16°04'54"	210.93	298.55	N 30°37'31" W	C29	525.00	2°59'03"	32°33'7"	32°33'7"	N 83°10'33" E	C57	747.23	4°19'29"	56.40	56.39	N 32°20'52" W
C2	1025.00	1°02'29"	26.34	260.93	N 34°17'28" W	C30	1000.00	3°01'38"	25°33'2"	25°33'2"	N 89°04'33" E	C58	25.00	24°02'02"	19.56	19.56	N 3°20'52" W
C3	1025.00	1°02'29"	26.34	260.93	N 34°17'28" W	C31	1000.00	3°01'38"	25°33'2"	25°33'2"	N 89°04'33" E	C59	25.00	24°02'02"	19.56	19.56	N 3°20'52" W
C4	1025.00	1°02'29"	26.34	260.93	N 34°17'28" W	C32	450.00	6°03'12"	40.370	40.370	N 89°04'33" E	C60	160.00	13°08'19"	55.12	55.12	N 26°39'40" W
C5	475.00	3°15'17"	38.03	332.38	N 89°36'20" S	C33	1000.00	3°03'13"	64.93	64.93	N 89°04'33" E	C61	160.00	13°08'19"	55.12	55.12	N 26°39'40" W
C6	25.00	89°33'13"	39.00	35.17	N 22°34'32" S	C34	450.00	6°03'12"	40.370	40.370	N 89°04'33" E	C62	160.00	13°08'19"	55.12	55.12	N 26°39'40" W
C7	1000.00	11°12'12"	195.53	195.52	N 22°34'32" S	C35	1050.00	1°13'41"	22.51	22.51	N 85°02'22" E	C63	160.00	11°47'43"	32.94	32.94	N 71°07'33" W
C8	25.00	90°06'02"	39.68	35.54	N 22°34'32" S	C36	1000.00	4°06'30"	52.56	52.56	N 85°02'22" E	C64	50.00	45°06'54"	39.33	39.33	N 5°08'11" W
C9	25.00	94°56'56"	41.43	36.85	N 26°03'38" S	C37	1000.00	3°09'21"	70.05	70.05	N 88°22'11" E	C65	50.00	45°06'54"	39.33	39.33	N 5°08'11" W
C10	900.00	15°06'55"	23.50	242.89	N 36°52'50" W	C38	1000.00	3°09'21"	70.05	70.05	N 88°22'11" E	C66	50.00	45°06'54"	39.33	39.33	N 5°08'11" W
C11	900.00	15°06'55"	23.50	242.89	N 36°52'50" W	C39	1000.00	3°09'21"	70.05	70.05	N 88°22'11" E	C67	50.00	45°06'54"	39.33	39.33	N 5°08'11" W
C12	900.00	11°09'27"	92.97	92.97	N 37°35'20" W	C40	1050.00	1°13'41"	64.92	64.92	N 88°30'50" E	C68	697.29	7°26'06"	64.59	64.59	N 46°07'39" W
C13	1050.00	31°02'14"	568.8	51.36	N 32°47'16" W	C41	1600.00	3°03'33"	71.72	71.72	N 88°30'50" E	C69	697.29	7°26'06"	64.59	64.59	N 46°07'39" W
C14	25.00	89°06'47"	38.88	35.08	N 38°10'27" W	C42	1050.00	3°03'33"	64.92	64.92	N 87°56'33" E	C70	500.00	6°20'11"	55.30	55.30	N 22°32'40" W
C15	747.29	10°33'32"	142.07	141.95	N 38°10'27" W	C43	1600.00	3°03'33"	71.72	71.72	N 87°56'33" E	C71	500.00	6°20'11"	55.30	55.30	N 22°32'40" W
C16	1168.11	26°18'51"	20.11	19.77	N 41°08'11" W	C44	1050.00	3°03'32"	64.92	64.92	N 84°23'53" E	C72	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C17	50.00	26°18'51"	20.11	19.77	N 41°08'11" W	C45	1600.00	3°03'32"	71.72	71.72	N 84°23'53" E	C73	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C18	25.00	50°41'37"	32.05	26.84	N 50°48'00" E	C46	1050.00	3°03'32"	64.92	64.92	N 80°51'21" E	C74	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C19	87.29	16°03'27"	18.96	18.96	N 58°00'13" E	C47	1050.00	3°03'32"	64.92	64.92	N 77°18'52" E	C75	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C20	890.00	9°05'27"	18.98	18.98	N 58°00'13" E	C48	1600.00	3°03'32"	71.72	71.72	N 77°18'52" E	C76	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C21	890.00	9°05'27"	18.98	18.98	N 58°00'13" E	C49	1600.00	3°03'32"	71.72	71.72	N 77°18'52" E	C77	619.71	10°10'01"	10.38	10.38	N 25°17'10" W
C22	1000.00	3°57'00"	88.94	88.93	N 36°19'49" W	C50	1050.00	3°03'51"	69.90	69.88	N 77°18'52" E	C78	1600.00	21°42'46"	89.48	88.35	N 3°58'38" W
C23	1000.00	4°29'16"	78.33	78.31	N 39°27'03" W	C51	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C79	1600.00	29°56'03"	82.64	82.64	N 41°04'01" W
C24	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C52	1050.00	3°48'51"	69.90	69.88	N 69°49'21" E	C80	1160.00	26°32'00"	537.19	532.40	N 8°32'09" W
C25	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C53	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C81	1000.00	15°08'09"	268.02	263.40	N 8°14'04" W
C26	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C54	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C82	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C27	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C55	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C83	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C28	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C56	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C84	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C29	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C57	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C85	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C30	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C58	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C86	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C31	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C59	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C87	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C32	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C60	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C88	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C33	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C61	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C89	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C34	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C62	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C90	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C35	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C63	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C91	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C36	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C64	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C92	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C37	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C65	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C93	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C38	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C66	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C94	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C39	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C67	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C95	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C40	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C68	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C96	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C41	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C69	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C97	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C42	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C70	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C98	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C43	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C71	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C99	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C44	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C72	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E	C100	225.99	16°20'48"	64.14	64.14	N 85°12'56" W
C45	890.00	4°29'16"	69.71	69.69	N 39°27'03" W	C73	1600.00	3°48'51"	77.22	77.22	N 73°38'11" E						

UNPLATTED PART OF SECTION 16

UNPLATTED PART OF SECTION 16

1,000.00'

N 89° 21' 35" E

2319.34

TRACT 1  
( 125' CITY OF JACKSONVILLE BEACH, ELECTRIC EASEMENT  
(6.65± ACRES)

N 89°21'35" E

1

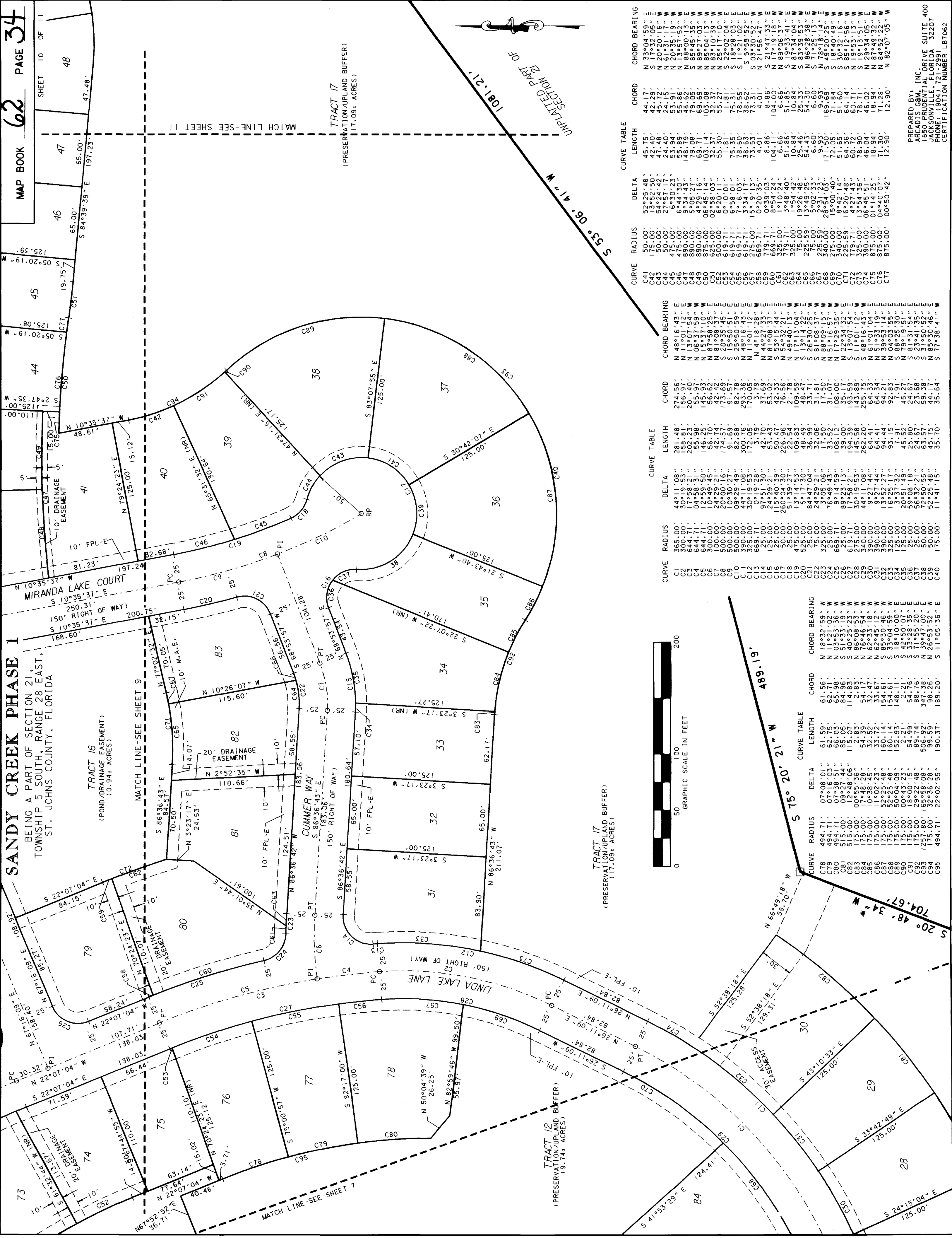
1536.68

TRACT 15  
(POND/DRAINAGE EASEMENT)  
(4.00± ACRES)

MATCH



BEING A PART OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



CURVE TABLE				CHORD	
CURVE	RADIUS	DELTA	LENGTH	CHORD	
C41	50.00	5°35'.48"	45.75	44.17	N 33°04'.59"
C42	175.00	1°52.50"	42.40	42.29	E 17°32.05"
C43	500.00	5°24'.42"	47.48	45.72	E 20°20.16"
C44	50.00	2°57'.17"	24.40	24.15	E 61°31.17"
C45	44.00	6°30.23"	53.94	53.91	N 20°35.19"
C46	60.00	9°54'.45"	63.74	63.66	E 35°07.52"
C47	80.00	7°45'.32"	79.08	78.95	E 58°49.35"
C48	80.00	5°05.22"	69.71	70.02	E 89°27.03"
C49	890.00	0°49'.16"	103.14	103.69	E 85°04.73"
C50	815.00	06°45'.10"	32.37	32.37	E 85°04.73"
C51	555.00	02°58.03"	55.30	55.27	E 85°04.73"
C52	500.00	6°20'.11"	1.81	1.81	E 25°17.10"
C53	619.71	0°10.01"	73.35	73.26	E 18°28.03"
C54	619.71	9°58.80"	38.63	38.52	E 56°45.52"
C55	619.71	3°34'.14"	38.63	38.52	E 56°45.52"
C56	215.00	15°19'.13"	37.53	37.51	S 03°50.52"
C57	215.00	0°20.33"	4.01	4.01	S 03°50.52"
C58	619.71	0°20.33"	8.86	8.86	S 21°46.47"
C59	779.71	0°39.03"	8.86	8.86	S 21°46.47"
C60	659.71	8°54'.24"	104.11	104.00	N 17°09.18"
C61	325.71	1°10.24"	6.66	6.66	N 17°09.18"
C62	325.71	3°48.40"	51.86	51.86	E 19°33.41"
C63	325.71	1°10.24"	6.66	6.66	E 19°33.41"
C64	325.71	13°43'.42"	10.84	10.84	E 19°33.41"
C65	215.00	13°43'.42"	54.43	54.37	E 19°33.41"
C66	215.00	5°02.33"	6.60	6.60	E 19°33.41"
C67	215.00	13°43'.42"	9.93	9.93	E 19°33.41"
C68	240.00	26°54'.03"	171.50	169.69	E 48°20.15"
C69	215.00	15°00.40"	72.05	71.84	E 48°20.15"
C70	215.00	8°12.18"	51.65	51.60	E 30°52.16"
C71	215.00	4°32.47"	90.72	90.74	E 30°52.16"
C72	375.00	1°32.54"	78.71	78.71	E 19°13.51"
C73	375.00	13°54'.36"	78.90	78.71	E 19°13.51"
C74	300.00	06°45'.10"	46.04	46.02	E 37°49.35"
C75	815.00	0°14'.25"	18.94	18.94	E 37°49.35"
C76	815.00	04°40'.07"	71.30	71.28	E 37°49.35"
C77	815.00	00°50'.42"	12.30	12.30	E 83°07.02"

CURVE TABLE				CHORD BEARING	
CURVE	RADIUS	DELTA	CHORD	CHORD BEARING	
C1	365.00'	44°11.08"	281.48'	N 13°16.43' E	
C2	300.00'	50°19.53"	274.56'	N 1°00.12' E	
C3	644.71'	17°58.21"	166.97'	N 13°07.59' W	
C4	644.71'	14°58.31"	202.33'	N 13°07.59' W	
C5	644.71'	10°59.50"	255.38'	N 06°37.59' W	
C6	300.00'	10°49.45"	146.25'	N 15°37.10' S	
C7	100.00'	20°49.21"	56.70'	N 81°08.37' S	
C8	500.00'	20°00.16"	42.74'	N 81°08.37' S	
C9	500.00'	10°30.27"	174.57'	S 20°35.45' E	
C10	500.00'	09°49.49"	91.87'	S 20°35.45' E	
C11	500.00'	09°19.53"	32.88'	S 23°50.39' E	
C12	669.71'	09°19.53"	170.95'	N 16°01.12' E	
C13	669.71'	09°19.28"	37.59'	N 4°18.28' E	
C14	125.00'	97°51.30"	42.70'	N 44°57.33' S	
C15	125.00'	15°40.39"	53.43'	N 81°08.37' S	
C16	50.00'	26°04.39"	42.33'	N 53°15.44' S	
C17	50.00'	26°04.39"	76.56'	N 53°15.44' S	
C18	25.00'	51°39.27"	21.78'	N 49°40.13' S	
C19	45.00'	38°17.50"	109.83'	N 37°13.04' S	
C20	45.00'	38°17.50"	48.49'	N 37°13.04' S	
C21	75.00'	34°59.21"	35.31'	N 37°13.04' S	
C22	35.00'	34°59.21"	17.00'	N 37°13.04' S	
C23	35.00'	7°05.06"	31.07'	N 51°16.57' S	
C24	69.71'	7°05.06"	108.00'	N 51°16.57' S	
C25	69.71'	9°14.59"	108.12'	N 1°09.59' S	
C26	619.71'	89°33.13"	39.00'	N 23°43.32' E	
C27	619.71'	17°58.21"	134.39'	N 1°07.59' E	
C28	245.00'	30°19.53"	145.58'	S 11°01.12' E	
C29	340.00'	44°11.08"	242.20'	S 11°01.12' E	
C30	300.00'	9°27.44"	64.41'	N 51°01.04' E	
C31	300.00'	9°27.44"	64.34'	N 51°01.04' E	
C32	300.00'	12°56.27"	59.75'	S 36°32.50' E	
C33	125.00'	12°56.27"	57.00'	S 36°32.50' E	
C34	125.00'	56°37.32"	45.27'	N 7°59.51' E	
C35	25.00'	50°51.49"	45.40'	N 81°31.54' E	
C36	25.00'	50°51.49"	24.77'	N 81°31.54' E	
C37	25.00'	56°32.21"	43.67'	S 31°50.52' E	
C38	25.00'	56°32.21"	59.38'	S 31°50.52' E	
C39	50.00'	52°50.55"	44.17'	N 81°31.54' E	
C40	175.00'	11°41.15"	35.70'	N 77°38.41' E	

CURVE	RADIUS	DELTA	CURVE TABLE			CHORD BEARING
			LENGTH	CHORD	CHORD BEARING	
C78	494.71	07°08'.01"	61.59'	61.56'	N 18°32'.59" W	
C79	494.71	07°16'.03"	62.75'	62.71'	N 11°21'.02" W	
C80	494.71	07°38'.51"	66.03'	65.98'	N 03°53'.36" W	
C81	515.00	09°27'.44"	85.05'	84.96'	S 51°33'.19" W	
C82	515.00	12°48'.06"	115.07'	114.83'	S 40°25'.23" W	
C83	175.00	00°55'.36"	2.83'	2.83'	N 86°08'.53" W	
C84	175.00	17°48'.28"	54.39'	54.11'	N 76°46'.54" W	
C85	175.00	10°38'.45"	32.52'	32.47'	N 62°33'.18" W	
C86	175.00	10°08'.32"	33.72'	33.67'	N 62°43'.12" W	
C87	175.00	5°02'.38"	160.14'	154.61'	S 33°04'.59" W	
C88	175.00	5°02'.38"	152.93'	148.11'	S 18°10'.00" W	
C89	175.00	00°43'.23"	2.21'	2.21'	S 43°20'.03" W	
C90	175.00	18°00'.15"	54.99'	54.76'	S 33°28'.33" W	
C91	175.00	23°22'.48"	89.74'	88.76'	N 71°55'.25" W	
C92	1257.80	16°58'.08"	506.92'	347.38'	N 39°47'.00" W	
C93	175.00	32°02'.28"	99.59'	98.26'	N 26°53'.52" W	
C94	175.00	22°02'.55"	190.37'	189.20'	S 11°06'.38" E	
C95	494.71	07°08'.01"	61.59'	61.56'	N 18°32'.59" W	

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