

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
VILLAS AT HERITAGE PARK**

THIS AMENDMENT is made this 10th day of March, 2008, by LENNAR HOMES, LLC, a Florida limited liability company, successor by merger to Lennar Homes, Inc., a Florida corporation, hereinafter referred to as "Declarant," who recites and provides:

RECITALS:

A. Declarant has subjected certain property to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Villas at Heritage Park dated October 12, 2006 and recorded on October 17, 2006 in Official Records Book 2801, page 1305, of the current public records of St. Johns County, Florida, as supplemented and amended from time to time (the "Declaration").

B. Article XVI.5.D. of the Declaration provides that the Declarant may amend the Declaration upon the execution and recordation of an instrument so long as it holds title to any Lot or Residence affected by the Declaration. As of the date hereof, the Declarant holds title to one or more Lots or Residences affected by the Declaration. Consent from GMAC Model Home Finance ("MHF") is not required because MHF no longer owns any portion of the Property (as defined in the Declaration).

NOW, THEREFORE, Declarant declares as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. The first sentence of Section 12.H Off-Street Motor Vehicles is hereby amended and restated in its entirety as follows: "No motorized or battery powered vehicles, with the exception of golf carts, may be operated on or off of paved roadways and drives except as specifically approved in writing by the Association."
3. Except as amended herein, the terms and conditions of the Declaration remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

The undersigned has caused this Declaration to be executed in its name, the day and year first above written.

LENNAR HOMES, LLC
a Florida limited liability company

By: [Signature]
Michael A. Carlo
Its Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of March, 2008, by Michael A. Carlo as the Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

NOTARY PUBLIC, State of Florida

[Signature]
Printed Name: Zenzi Rogers
My Commission Expires: 01/29/11
Commission Number: DS1634045
[SEAL]



5173159_v1

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
VILLAS AT HERITAGE PARK**

THIS AMENDMENT is made this 27th day of November, 2006, by LENNAR HOMES, INC., a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer has subjected certain property to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Villas at Heritage Park dated October 12, 2006 and recorded on October 17, 2006 in Official Records Book 2801, page 1305, of the current public records of St. Johns County, Florida, as supplemented and amended from time to time (the "Declaration").

B. Article XVI.5.D. of the Declaration provides that the Developer may amend the Declaration upon the execution and recordation of an instrument so long as it holds title to any Lot or Residence affected by the Declaration. As of the date hereof, the Developer holds title to one or more Lots or Residences affected by the Declaration.

NOW, THEREFORE, Developer declares as follows:

1. The recitals are incorporated into and made a part of this Amendment.
2. Article IV.9.B. is amended to include the following provision: "In the event that Developer or its agents, contractors, subcontractors or employees install or construct drainage pipes, culverts or inlets on or across one or more Lots a perpetual non-exclusive drainage easement is created for the benefit of any lot or portion of the Common Property which is served by such drainage pipes, culverts or inlets."
3. Except as amended herein, the terms and conditions of the Declaration remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

The undersigned has caused this Declaration to be executed in its name, the day and year first above written.

LENNAR HOMES, INC.,
a Florida corporation

By: *[Signature]*
Print Name: Sam Sparks
Its: Division

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of November, 2006, by Sam Sparks, as the authorized agent of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, He/she is personally known to me or has provided as identification.



Nicole S. Crowe
Commission # DD540082
Expires April 12, 2010
Bonded Tray Plan - Insurance, Inc. 800-369-7010

NOTARY PUBLIC, State of Florida

[Signature]
Printed Name: Nicole S. Crowe
My Commission Expires: 4/12/10
Commission Number: DD540082
(SEAL)

4201922_v1

Return To:
Heritage Park HOA
5401 S Kirkman Rd, Suite 450
Orlando, FL 32819

**BY-LAWS
OF
HERITAGE PARK OF ST. AUGUSTINE
HOMEOWNERS' ASSOCIATION, INC.**

1
13

**ARTICLE I.
DEFINITIONS**

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants and Restrictions for HERITAGE PARK SUBDIVISION (the "Declaration" or "Declaration of Covenants") as it may have been or may be amended or supplemented from time to time unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE II.
LOCATION, PURPOSE AND POWERS**

Section 1. The principal office of HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC., (the "Association") shall initially be located at: 3700 34th Street, Orlando, FL 32805 , or subsequently, at such other address as may from time to time be designated by the Board of Directors. Notwithstanding the principal office of the Association, meetings of members and the Board of Directors of the Association may be held at such places within the State of Florida, County of St. Johns County, as may, from time to time, be designated by the Board of Directors.

Section 2. The purpose for which the Association is organized is to be a homeowners' association within the meaning of the Declaration and to operate, administer and manage the Property, to maintain the Common Areas as specified in the Declaration, and otherwise discharge its duties thereunder, and to exercise all powers granted to it as a not-for-profit corporation under the laws of Florida, including specifically Chapters 617 and 720, Florida Statutes, these By-Laws, the Articles of Incorporation and the Declaration; and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a homeowners' association.

Section 3. The Association shall have all power granted to it by law, the Declaration and as set forth in Article II of the Articles of Incorporation.

Section 4. The Board of Directors shall have the powers and duties necessary for the operation, administration and management of the Property, for the maintenance of the Common Areas and the discharge of its other responsibilities under the Declaration and these By-Laws and may take all actions, through the proper offices of the Association in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by Owners. Such powers

and duties of the Board of Directors shall include without limitation (except as limited elsewhere herein) the following:

(a) Operating, repairing, maintaining and otherwise managing the Common Areas, including the landscaping and surface water management system, as set forth in the Declaration.

(b) Determining the expenses required for the operation of the Common Areas and the Association.

(c) Collecting the Annual Assessments and Special Assessments and all interest, charges and fees from Owners as specified in the Declaration.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Properties, as provided herein and subject to rights of usage granted in the Declaration.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association or its designee.

(h) Purchasing Lots or other property at foreclosure or other judicial sales, in the name of the Association or its designee.

(i) Selling, leasing, mortgaging, or otherwise dealing with Lots or other property acquired by and subleasing Lots leased by the Association or its designee.

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Lots or other property.

(k) Obtaining and reviewing insurance as required by the Declaration for the Association, and for the Board of Directors.

(l) Making repairs, additions, restorations and improvements to or alterations of the portions of the Properties as required or necessary in the discharges of its duties in accordance with the provisions of the Declaration or after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) Enforcing obligations of the Owners, allocating receivables and expenses and taking such other actions as shall be deemed necessary and proper for the sound

operation, administration and management of the Property, for the maintenance of the Common Areas and the discharge of its other responsibilities under the Declaration and these By-Laws.

(n) Levying fines, suspending voting rights, where permitted by law and suspending the right to use the Common Areas in the manner provided by law, or taking other action against the Owners for violations of the Declaration or violations of the rules and regulations established by the Association to govern the conduct of the Owners, their guests or invitees.

(o) Execution of all documents necessary to borrow money on behalf of the Association, when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages and/or security interests on Association property.

(p) Contracting (if the Board in its sole discretion so desires) for the management of the Association and delegating to such contractor such powers and duties as the Board may deem appropriate under the circumstances; contracting for the management or operation of portions of the Common Areas susceptible to separate management or operation; and granting concessions for the purpose of providing services to the Owners. In exercising this power, the Association may contract with affiliates of itself and the Declarant.

(q) At its discretion, authorizing Owners or other persons to use portions of the Common Areas for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles of the Association and these By-Laws, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

ARTICLE III.
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article VII of the Articles of Incorporation of the Association.

Section 2. Members are subject to the payment of Assessments or fees levied by the Association in accordance with the terms and provisions of the Declaration of Covenants and Restrictions and, without limiting the generality of the foregoing, Article IV thereof.

Section 3. The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all Owners, with the exception of the Declarant and the Builders, and shall be entitled to one (1) vote for each Lot owned. When more

than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than (1) vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and the Builders, if any, and they shall be entitled to three (3) votes for each Lot owned by them. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) on January 30, 2007

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article VII of the Articles.

Section 4. Unless otherwise expressly provided in these By-Laws or the Declaration of Covenants, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

Section 5. For the purpose of the Association meeting at which turnover of control of the Association from the Declarant to the non-developer members shall occur, provided such meeting shall be duly noticed, the presence of any members shall constitute a quorum. For all other meetings of the members, except as otherwise provided in these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, the presence in person or by proxy of at least thirty (30%) percent of the Members of the Association entitled to vote shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the event, however, that the required quorum is not present, another meeting may be called subject to the same notice requirement, at which subsequent meeting the quorum requirement shall be reduced by one-half (½) of that at the previous meeting.

Section 6. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed and upon conveyance by the Member of the fee simple title of his Lot.

Section 7. Notwithstanding any other provision herein, any action of the Members which may be taken at a duly noticed membership meeting may be taken in the absence of a meeting by the execution of a written consent in the manner allowed by law.

Section 8. Notices concerning meetings of the membership shall be given to the Members by sending a copy of the notice by hand delivery or by mail, postage thereon fully paid, to the addresses appearing on the records of the Association. An affidavit of the Secretary shall be retained as proof of such mailing. Any member desiring to receive notice of meetings via electronic delivery may give written notice thereof to the Secretary together with the electronic mail address of facsimile number at which notice may be given. Also, all Members shall register their physical and postal addresses with the Secretary, and notices of meetings shall be mailed to such postal address unless it has been delivered in hand or via electronic delivery. Notice shall be posted in a conspicuous place on the Common Areas at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation or Declaration of Covenants, notice shall be given or sent as therein provided. Recitation in the minutes of a meeting that the meeting was held pursuant to notice properly given shall be evidence that such notice was given.

ARTICLE IV.
BOARD OF DIRECTORS

Section 1. Initially, as set forth in the Articles there shall be a minimum of three (3) Directors of the Association. Directors shall be elected in staggered terms of three (3) years, with one (1) Director elected annually at the annual meeting of the Members. From time to time, by an amendment adopted by not less than two-thirds (2/3) of the entire Board of Directors, the number of Directors may be increased to a higher odd number of Directors. There shall be an odd number of Directors elected at all times. Directors appointed by the Board between annual meetings shall be appointed to fill the remaining term of the Directors they replace. New Directorships created by the Board shall, in the first instance, be filled by appointment until the next annual meeting of the Members. In the event that through the process of resignation and appointment, the terms of Directors shall deviate from the staggered system, the Directors shall designate shorter terms for the election of certain seats on the Board so as to retain a system of staggered terms, provided that no elected Director may be required to shorten the term to which such Director was elected.

Section 2. Election of the Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting except as provided herein to the contrary.

(b) The Board may appoint a nominating committee to seek out and solicit the interest of qualified candidates between annual meetings. Such committee shall be chaired by a member of the Board of Directors. Nominations for Directors and additional Directorships created at or prior to the meeting also may be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by a majority consent of the Lots represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors provided that all vacancies in Directorships to which Directors were appointed by the Declarant pursuant to the provisions of subdivision (f) hereof shall be filled by the Declarant without the necessity of any meeting.

(e) Subject to the rights of Declarant set forth in Section 13 hereof, any Director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Owners. A special meeting of the Owners to recall a Director or Directors may, subject to the rights of Declarant set forth in Section 2(f) and 13 hereof, be called by ten (10%) percent of the Owners giving notice of the meeting as required for a meeting of Owners and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting unless such Director was appointed by the Declarant, in which case the Declarant shall appoint another Director without the necessity of any meeting.

(f) Provided, however, that until a majority of the Directors are elected by the members other than the Declarant, neither the first Directors of the Association nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

Section 3. The first meeting of the duly elected Board of Directors following the annual meeting of the members shall be for the purpose of organization, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the Board members present. If the majority of the members of the Board elected shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days thereafter upon at least two (2) days notice to each member of the Board elected stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at such time and place as shall be 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 telegraph, or electronically via e-mail or facsimile and shall be transmitted at least two (2) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Owners and notice of such meetings shall be posted conspicuously on the Common Areas at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided however that the Owners need not be permitted to participate and need not be recognized at any such meeting, except as permitted by law.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places as determined by the Board of Directors and at any time. Notice of Special Meetings shall be given to Owners in the manner required for regular meetings, provided that Owners shall not be permitted to participate and need not be recognized at any such meeting.

Section 6. Notice of each special meeting of the Board of Directors, stating the time, place and purpose thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than two (2) days prior to the meeting in the manner set forth for the giving of notice of regular meetings of the Board. In an emergency, special meetings of the Board may be held at any place and time without notice to Directors by unanimous waiver of notice by all the Directors.

Section 7. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 8. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Section 9. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that Director except for the purpose of constituting a quorum.

Section 11. The presiding officer of the Directors' meetings shall be the Chairman of the Board, or his designees, if such an officer has been elected; and if none, the President shall preside (or may designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

Section 12. A Director may not receive compensation for any service rendered to the Association, provided that this shall not prohibit reimbursement for actual and ordinary expenses incurred with proper documentation.

Section 13.

(a) Notwithstanding anything to the contrary contained in this Article IV or otherwise, the Declarant shall have the right to appoint or direct that there be elected specific Directors of the Association until such time as Class B Membership terminates.

(b) Within sixty (60) days after Lot Owners other than the Declarant or a successor are entitled to elect or appoint a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Owners for this purpose. The meeting may be called and the notice may be given by any Owner if the Association fails to do so.

(c) The Declarant may waive or relinquish in whole or in part any of its rights to appoint or elect one or more of the Directors it is entitled to appoint or elect.

(d) This Article IV, Section 13 shall not be modified or amended without the consent of the Declarant so long as the Declarant shall in accordance with the terms of these By-Laws have the right to appoint or cause to be elected any Directors.

**ARTICLE V.
OFFICERS**

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside (or designate a Chairman to preside) at all meetings of the Members of the Association and of the Board of Directors. The President shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President. The Secretary shall issue notice of all meetings of the Membership of the Association and the Directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. One person may hold more than one office.

ARTICLE VI.
RESIGNATION, VACANCY, REMOVAL

Section 1. Any Director or officer of the corporation may resign at any time, by instrument in writing. Resignation shall take effect at the time specified therein and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. Except as set forth in Article IV, Section 1 hereof, when a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting by appointing a person who shall serve the remaining portion of the unexpired term.

ARTICLE VIII.
BOOKS AND RECORDS; DEPOSITORIES; FISCAL YEAR

Section 1. The official records of the Association, as defined by Chapter 720, Florida Statutes, shall be subject to the inspection of any Member of the Association during normal business hours provided such Member has submitted a prior written request therefor and set forth therein the basis for such request. The Board shall be entitled to adopt reasonable rules and regulations governing the frequency and manner in which such inspections shall be conducted.

Section 2. The funds of the Association shall be deposited in a bank or banks or in a state or federal savings and loan association as shall be designated from time to time by the Directors. Such deposits shall be to an account of the Association under resolutions approved by the Board of Directors and the funds deposited shall be withdrawn only over the signature of the Treasurer and countersigned by the President or Vice President. Said funds shall be used only for corporate purposes.

Section 3. The Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include an account of receipts and expenditures; an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment and fee, the due dates and amount of each Assessment and fee, the amounts paid upon the account and the balance due; and a register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default upon request by such lien holders. The Association shall furnish a reasonable written summary of the foregoing to each Owner at least annually. The Board of Directors shall present at each annual meeting of the Association members a full and clear statement of the business and condition of the Association.

ARTICLE IX.
ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may from time to time adopt rules and regulations governing the details of the operation of and as are designed to prevent unreasonable interference with the use of the Properties by the Members in accordance with the Declaration.

ARTICLE X.
VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an Assessment or fee by a Owner) of any of the provisions of the Declaration, these By-Laws, the Articles or the Rules and Regulations of the Association, the Association, after reasonable notice to cure not to exceed fourteen (14) days, shall have all rights and remedies provided by law, in the Declaration, and in these By-Laws, including without limitation (and such remedies shall or may be cumulative) the right to fine, to suspend voting rights in appropriate situations, to suspend the right to use the Common Areas, the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien provided in the Declaration. In every such proceeding the Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. A suit to collect unpaid Assessments or fees may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

ARTICLE XI.
OBLIGATIONS OF OWNERS

Section 1.

(a) All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments, fees and charges imposed by the Association to meet all expenses of the Association, which may include, without limitation, liability insurance policy premiums and insurance premiums for policies to cover repair and reconstruction work to the Common Areas in case of hurricane, fire, flood or other hazard, as more fully provided in the Declaration.

(b) All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration, including, without limitation, Article IV thereof.

Section 2. All plans for alterations and repair of Improvements to the Properties must receive the prior written consent of the Architectural Review Board ("ARB") in accordance with the provisions of Article II of the Declaration of Covenants.

**ARTICLE XII.
AMENDMENT OF BY-LAWS**

Except where the Declaration, the Articles or these By-Laws (specifically including Article IV, Section 1 hereof), provide otherwise, the By-laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors or by not less than one-third (1/3rd) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary prior to the commencement of the meeting, if any.

The approval must be:

(1) by not less than a majority of the total votes of the members of the Association, except that the Declarant shall have the right to veto amendments while the Class "B" Membership exists; and

(2) by the Board of Directors.

(c) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Lots without the consent of the Declarant and said mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants allowing such action by the Declarant. The amendment shall be effective when stated therein. All amendments to By-Laws shall be recorded in the Public Records.

**ARTICLE XIII.
FISCAL MANAGEMENT**

The Board of Directors shall from time to time, and in accordance with its rights and duties under Article IV of the Declaration of Covenants, prepare a budget for the

Association (which shall detail all accounts and items of expenses), determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provision of the Declaration.

ARTICLE XIV
MEANING OF TERMS

All terms appearing herein which are defined in the Declaration shall have the same meanings as are applied to such terms in the Declaration.

ARTICLE XV
CONFLICTING PROVISIONS

In case these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI
MISCELLANEOUS

Section 1. The Board of Directors may authorize any officer or officers agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

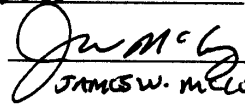
Section 2. The Association shall record these By-Laws in the Public Records in and for the County where the Property is located and shall thereafter keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date certified by the Secretary, which shall be open to inspection by the Owners and all First Mortgagees at all reasonable times during office hours.

Section 3. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, shall be subject to change from time to time as the Board of Directors shall determine in accordance with the Declaration. In the absence of a specific determination to the contrary, the fiscal year shall be a calendar year.

Section 4. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the book, together with the date on which such ownership was transferred in accordance with the provisions of the

Declaration of Covenants. Lot Owners shall notify the Association within ten (10) days of closing of a transfer of title and shall provide the Association with a copy of the deed transferring title.

The foregoing were adopted as the By-Laws of HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida this 13th day of DECEMBER, 2004.



JAMES W. McLaughlin PRESIDENT

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

THAT the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the day of December 13, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of DECEMBER, 2004.


AMINE T. HARB
SECRETARY

Return To:
Heritage Park HOA
5401 S Kirkman Rd, Suite 450
Orlando, FL 32819

2
⑩

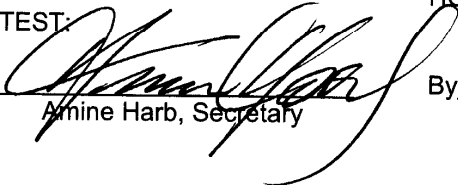
**WRITTEN CONSENT TO ADOPTION OF AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HERITAGE PARK SUBDIVISION AND
NOTICE OF PROVISIONS OF
HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION INC.**


The undersigned, being the authorized voting representative of Heritage Park of St. Augustine, LLC., owner of at least eighty per cent (80%) of Lots or Dwelling Units in Heritage Park Subdivision, hereby executes this Written Consent on behalf of the said Owner of said Lots or Dwelling Units, pursuant to the provisions of Article 5.1 of the Declaration of Covenants and Restrictions for Heritage Park Subdivision and Notice of Provisions of Heritage Park of St. Augustine Homeowners Association Inc., Article III, Section 7 of the Bylaws of Heritage Park of St. Augustine Homeowners Association Inc., and Section 617.0701(4)(a), Fla. Stat. for the purpose of approving the "Amendments to the Declaration of Covenants and Restrictions for Heritage Park Subdivision and Notice of Provisions of Heritage Park of St. Augustine Homeowners Association Inc.," dated December 8, 2004. The undersigned, by execution of this instrument, waives the calling of the meeting and formal notice of same.

Dated: December 13, 2004

HERITAGE PARK OF ST. AUGUSTINE
HOMEOWNERS' ASSOCIATION, INC.

ATTEST:


Amine Harb, Secretary

By 
James W. McCoy, President

This instrument prepared by:

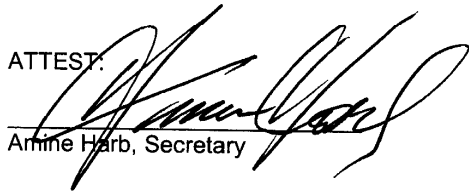
Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENTS
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HERITAGE PARK SUBDIVISION AND
NOTICE OF PROVISIONS OF
HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION INC.**

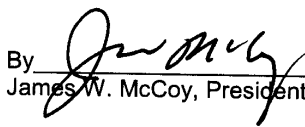
The undersigned authorities hereby certify that at least eighty (80%) percent of the Owners of eighty per cent (80%) of Lots or Dwelling Units in Heritage Park Subdivision have duly adopted the attached amendment(s) to the Declaration of Covenants and Restrictions for Heritage Park Subdivision and Notice of Provisions of Heritage Park of St. Augustine Homeowners Association Inc., as originally recorded in the Public Records of St. Johns County at Official Record Book 2204, Page 700 by execution of a written consent to such amendments.

Witness our hands and seals this 13th day of December, 2004.

ATTEST:


Amine Harb, Secretary

"ASSOCIATION"
HERITAGE PARK OF ST. AUGUSTINE
HOMEOWNERS' ASSOCIATION, INC.

By 
James W. McCoy, President

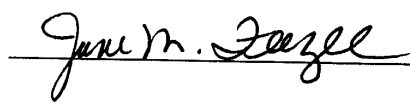
STATE OF FLORIDA :
COUNTY OF ST. JOHNS :

Before me, the undersigned authority, personally Appeared James W. McCoy and Amine Harb, to me personally known to be the President and Secretary, respectively, of Heritage Park of St. Augustine Homeowners' Association, Inc., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 13th day of December, 2004.

My Commission Expires: 

June M. Feezel
MY COMMISSION # DD124690 EXPIRES
June 11, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

 (SIGN)

(PRINT)
Notary Public, State of Florida at Large

**AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HERITAGE PARK SUBDIVISION AND
NOTICE OF PROVISIONS OF
HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION INC.**

Proposed additions shown in **bold underlining**
Proposed deletions shown in ~~strikeouts~~
Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE II

RESTRICTIVE COVENANTS

* * *

Section 2.2 ARB Approval Required. No building or structure, including an addition to a dwelling shall be erected or placed upon, altered or permitted to remain on any Lot unless and until the Owner submits the floor plan, elevation, exterior finish schedule, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the ARB, as hereinafter provided. The ARB shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the exterior design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the Lot, and any other relevant considerations which are based on acceptable standards of planning, zoning and construction, including considerations based exclusively on aesthetic factors. A fee of \$100 shall be charged by and submitted to the ARB for review of all building plans.

The term "structure" as used herein shall include, but is not limited to, homes, clotheslines, garages, sheds, outbuildings, walls, **fences**, barbecue pits, balconies, patios, satellite dishes, radio or television antennas, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects, such as statues, tables, etc.

* * *

Section 2.11 Motor Vehicle Street Parking. No automobile, truck, boat, boat and trailer, recreation vehicle, mobile home, camper, or other ~~similar~~ vehicle **or vessel** shall be parked on the street (including the right of way thereof) ~~overnight for a continuous period of time or in excess of ten consecutive hours~~ **between sundown and sunrise.**

Section 2.12 Boat Parking. No boat, boat on a trailer, or trailer alone shall be parked (for any period of time ~~in excess of ten consecutive hours~~) or stored or otherwise permitted to remain on any Lot except in an approved, **closed** garage. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or **which** is identified with a business or commercial activity, shall be parked (~~for any period of time in excess of ten consecutive hours~~) or stored **or** otherwise permitted to remain on any Lot except in a **closed** garage attached to the residence, **and except when actively engaged in servicing the Lot or Dwelling Unit**.

* * *

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developer covenants, and each Owner of each and every Lot and Dwelling Unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of these Covenants and to promptly pay to the Association or its successors or assigns, the following:

a. **An initial assessment, and**

~~a.~~ **b.** All annual assessments or charges, and,

~~b.~~ **c.** All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The **initial**, annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall **be a continuing lien upon each the real property consisting of the Lot and Dwelling Unit thereon and shall** also be the personal obligation of the person who was the "Owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot or Dwelling Unit, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys fees.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, renewal and replacement thereof and operation of the private roads, **waterways**, private utilities, Common Areas and Properties and to provide reasonable reserves therefore and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction

of improvements, repair, replacement and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of the principal, interest and other purchases connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and Property at the time of conveyance to the Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 4.3 Initial and Annual Assessments.

(A) The initial assessment of Two Hundred Fifty (\$250.00) Dollars, U.S. shall be due and payable upon each transfer of a Lot to a new Owner. However, such fee shall not be due from the existing owner of a Lot upon the lease or rental of such Lot, nor upon the transfer of such Lot when transferred for nominal consideration to the spouse or children of the Owner or to a family trust; nor upon the purchase of a new Lot following the sale of an Owner's existing Lot, provided that there is no interruption between the ownership of the Lots by the purchasing Owner. Notwithstanding any other provision of this Declaration to the contrary, the initial assessment shall be treated in all respects as an assessment against the Lot due from the new Owner, and may be the subject of a lien and foreclosure action in the same manner provided in this Article IV for collection of other assessments. The initial assessment shall be deemed delinquent if not received by the Association within ten (10) days after the date of transfer of the Lot.

(B) The initial regular annual monthly assessment is hereby set at the following rates by Section. Fees are applicable to Lots or Dwelling Units (See Exhibit E, fee schedule). The initial annual fee shall be paid quarterly and shall be three (3) times the number shown on the fee schedule, which only reflects the initial quarterly assessment, without regard to subsequent changes to the annual assessments. Unless otherwise directed by the board of directors, annual assessments shall be due and payable quarterly.

Lots or Dwelling Units owned by the Developer shall not be subject to assessments, either regular or special. The Developer guarantees the initial assessment fee shall not exceed the \$60.00 per month per Lot or Dwelling Unit until the Owners have, excluding the Developer, 80% of the votes in the Association or January 30, ~~2007~~ 2015, whichever occurs first, **provided that at the developer's sole option, the guarantee shall not include expenses resulting from a natural disaster or an act of God occurring during the stated period. So long as the developer-controlled Association maintains insurance coverage on the Common Areas, the common expenses which are not covered by proceeds from insurance maintained by the association, may be**

assessed against all Lots or Dwelling Unit Owners and their respective successors and assigns, including the developer with respect to Dwelling Units owned by the developer. The Developer agrees to turn over control of the ARB and the streets and Common Areas and the sewer system to the Association not later than January 30, ~~2007~~ 2015. After turnover of control has occurred, regular **quarterly** monthly assessments shall be determined by the Board of Directors at its regular annual **budget** meeting. The regular assessment may be increased beyond that set by the board of directors at the regular annual **budget** meeting of the Board of Directors upon approval by 60% of the voting members in attendance, in person or by proxy, at any regular or special meeting of the membership of the Association, but only after notice of the recommendation is given to all members at least ~~ten (10)~~ **fourteen (14)** days prior to the date of said meeting, provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one **quarter's** ~~month's~~ regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Section 4.4 **Quarterly Monthly** assessment fees shall be due and payable commencing the first day of the month after closing of the initial purchase from the Developer of the Lot upon which such assessments are made, **pro rated for the balance of the current quarter, and thereafter on the first day of each quarter.**

Section 4.5 Nothing herein shall prohibit the Owner of a Dwelling Unit from leasing such Dwelling Unit and requiring the tenant of such dwelling to reimburse the Owner for the **quarterly** monthly assessment against said Dwelling Unit. ~~In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the Dwelling Unit.~~ On the first day of the first month the Owner of any Dwelling Unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such Dwelling Unit as of that date.

Section 4.6 Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at **the highest rate allowed by law** ~~ten percent (10%)~~ per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may **charge an administrative late fee not to exceed the maximum amount allowed by law, and may** file a claim of lien to perfect the lien of such assessment as against third persons, against the Dwelling Unit and other property of the Owner(s) who defaulted in the payment of such assessment. ~~There shall be no exemption from the payment of such assessment.~~ There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the Common Areas by abandonment of the Lot or Dwelling Unit, by extended absence from the Subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.7 The Association, upon written request of any Owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such Owner's Lot or Dwelling Unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.8 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the Common Areas. Revenue collected by the Association from an Owner of a Lot or Dwelling Unit may be commingled with monies collected from other Owners.

Section 4.9 Recognizing that proper management and operation of the Common Areas and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property **which is subject to private ownership by a Lot or Dwelling Unit Owner** within Heritage Park Subdivision **and further excepting the Common Areas**, and the present and future interests of each member of the Association in the Common Areas and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with these Covenants and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, **interest and late fees**, and the costs and expenses, including attorney's fees, which may be incurred by the Association in enforcing this lien or the provisions of these Covenants.

Section 4.10 The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the Association under these Covenants, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot or Dwelling Unit expressly subject to the lien rights provided herein.

Section 4.12 The lien created pursuant to these Covenants shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record

Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the claim is made and recorded, plus interest, **late fees**, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. ~~The Claim of Lien filed by the Association shall be signed and verified by the President or Vice President of the Association.~~ The Claim of Lien filed by the Association shall be subordinate to the lien of any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's Claim of Lien.

ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1 The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole Owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Heritage Park Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the **provisions of this Declaration may be modified or amended by vote of the** record Owners of eighty per cent (80%) of Lots or Dwelling Units in Heritage Park Subdivision, and any future units of Heritage Park Subdivision ("HPS") recorded by the Developer **that are present and voting in person or by proxy at a meeting of the membership called for that purpose, or by the execution of a written consent by not less than the owners of three hundred (300) Lots, such written consent to be executed in accordance with the procedures set forth in Chapter 617, Florida Statutes** may amend or modify such provisions of these Covenants ~~as they deem necessary or desirable,~~ **provided however, that the consent of the Developer shall also be required so long as it holds any Lot or Dwelling Unit for sale in the ordinary course of business.**

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted **in accordance with the requirements of this Article.** ~~at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least eighty per cent (80%) of those entitled to cast a vote approved the amendment~~ Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record Owners to join in any document to effectuate such amendment.

Any amendment to the Covenants and Restrictions which alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the

St. Johns River Water Management District. Amendments, revisions, and modifications to Sections 2.19, 3.2, 7.1, 7.2, and 7.3 of this Declaration of Covenants and Restrictions is prohibited. In addition, amendments, revisions, or modifications to this Declaration of Covenants and Restrictions providing for or authorizing construction in the mitigation areas is also prohibited.

Section 5.2 This Declaration of Covenants and Restrictions contains provisions concerning various rights, priorities, remedies and interests of the holders of mortgages. Such provisions are to be construed as covenants for the protection of those mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of these Covenants impairing such rights, priorities, remedies or interest of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding a mortgage on the Lots, it shall be sufficient to obtain the written consent of all mortgagees holding a lien on eighty percent (80%) or more of the Lots; provided, however, that in the event a mortgagee is holding a lien on seventy percent (70%) or more of the Lots encumbered by the mortgagee, the written consent of such mortgagee alone shall be sufficient. This Section shall not apply or be construed as a limitation upon those rights of the Developer, the Association or the Owners under these Covenants to make amendments which do not adversely affect the mortgagees.

* * *

ARTICLE IX

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions of these Covenants shall constitute covenants running with the land, and each shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Lot and Dwelling Unit and the appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives, successors, and assigns of each Owner, and the same shall likewise be binding upon the Developer and its successors and assigns. **Each Owner of a Lot or Dwelling Unit covenants for themselves and their lessees, successors and assigns to be governed by, and comply with, this Declaration and the other governing documents of the community, the architectural criteria and the rules and regulations of the Association related to the use of the Common Areas and the Lots and Dwelling Units, as same may be adopted and amended from time to time by the Board of Directors.** These Covenants shall be binding and in full force and effect for a period of 30 years from the date these Covenants are recorded, after which time this declaration shall be automatically extended for successive ten year periods, ~~unless an instrument, signed by seventy-five (75%) per cent of the then recorded Owners of the Lots or Dwelling Units in Heritage Park Subdivision is recorded containing an agreement of the said Owners with respect to the alteration, change, modification or repeal, in whole or part, of the provisions of these Covenants.~~ All attorneys' fees and court costs which may be

incurred by the Association in the enforcement of any of the provisions of these Covenants, **the balance of this Declaration and the other governing documents of the community, the architectural criteria and the rules and regulations of the Association**, regardless of whether such enforcement requires judicial action, shall be **paid to the prevailing party and, to the extent allowed by law, shall be** assessed against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

Prepared by: Paul L. Wean, Esquire
Dated: December 8, 2004

DECLARATION OF COVENANTS AND RES
HERITAGE PARK SUBDIVISION
NOTICE OF PROVISIONS OF
HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION INC.

7164
145
THIS DECLARATION, made on the 20th day of May, 2004,
by Heritage Park of St. Augustine, LLC. (together with its
successors and assigns "the Developer") with its principal place
of business at 3700 34th Street, Third Floor, Orlando, Florida
and whose mailing address is 3700 34th Street, Third Floor,
Orlando, Florida 32805.

W I T N E S S E T H:

WHEREAS, the Developer is the record Owner in fee simple of
certain real property located in St. Augustine, Florida, and more
particularly described in the legal description which is attached
hereto as Exhibit "A" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions of
State Law and local ordinance, the Developer will cause the above
described real property to be subdivided into a platted subdivi-
sion known as Heritage Park Subdivision, and

WHEREAS, it is the present intention of the Developer to
develop Heritage Park Subdivision as a low density, high quality
residential subdivision, and

WHEREAS, the Developer has subdivided Heritage Park
Subdivision into Dwelling Units, and

WHEREAS, there is a need to specify, make and impose cove-

nants, and to grant necessary easements for the proper use of the Subdivision, and to provide for an effective administration of the Common Areas in the Subdivision, and

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation known as HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC. which has been formed to manage the Common Areas, collect assessments, and generally provide for the orderly enjoyment of the Heritage Park Subdivision and any further units of the Heritage Park Subdivision hereafter filed by the Developer.

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the legal description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "Covenants"), hereinafter set forth.

This declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

ARTICLE I

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions. The following words and terms

when used in this Declaration and any supplemental declarations, unless the context shall clearly indicate otherwise, shall have the following meanings:

a. "Architectural Review Board" the ("ARB") shall mean a committee appointed by the Developer for the purpose of establishing design and construction standards for all construction and a uniform procedure for the review of applications submitted to it.

b. "Association" shall mean and refer to Heritage Park of St. Augustine Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns, the membership of which shall be Owners of "Dwelling Units" or "Lots" not only of the Heritage Park Subdivision but also future phases of the Heritage Park Subdivision filed of record in St. Johns County, Florida by the Developer.

c. "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed and designated in the deed as "Common Areas." The term "Common Areas and Properties" shall mean those tracts of land described above, including any tangible personal property acquired by the Association if such property is designated as such by the Association. All Common Areas and Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests of Owners,

OR2204PG 703

persons occupying Dwelling Units on a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which are leased to the Association for use as common areas or common property, shall lose its character upon the expiration of any such lease.

d. "Developer" shall mean and refer to the Developer, its successors and assigns.

e. "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

f. "Owner" shall mean any person or legal entity owning any Residential Lot or Lots within the Heritage Park Subdivision.

g. "Property" shall mean that land described in Exhibit "A."

h. "Residential Lot" or "Lots" shall mean any unimproved parcel of land located within the Heritage Park Subdivision and bearing a number and block upon the plat of said Subdivision and shall not include "Outlots" as designated on the Plat of the Subdivision. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

i. "Subdivision" shall mean the Heritage Park Subdivision.

j. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, 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.

k. "Conservation Easement Areas" means those areas, including both uplands and wetlands that are required to be preserved in their natural condition by that certain conservation easement granted from the Developer to the St. Johns River Water Management District and recorded in Official Records Book 2054, Page 1464, Public Records of St. Johns County, Florida.

Section 1.2 Common Areas. The Common Area property is described as follows: All areas designated as Common Areas on the plat and all areas so designated in future phases as shown on the PUD documents attached as "Exhibit B."

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 Residential Use Only. Except to the extent otherwise provided herein, a Lot shall be used for residential

living units and for no other purposes; provided, however, a Lot may be utilized by the Association as a neighborhood recreational facility; and, provided, further, that the Developer may utilize a Lot as a sales office with appropriate signage and parking and for model homes. No building shall be erected, altered or placed upon any Lot other than single family or multi family residences.

No modification, alteration or improvement shall interfere with easements, roads and alleys without the approval of the ARB.

No immoral, improper, offensive or illegal use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Nothing herein shall deem to prevent the Owner from leasing his unit for a period of not less than twelve (12) months.

The areas included within the lot line of each individual Lot, but not included within the dwelling constructed as such Lot, such areas being hereafter referred to as "grounds" shall be used for normal and customary yard purposes.

Section 2.2 ARB Approval Required. No building or structure, including an addition to a dwelling shall be erected or placed upon, altered or permitted to remain on any Lot unless and until the Owner submits the floor plan, elevation, exterior finish schedule, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the ARB,

as hereinafter provided. The ARB shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the exterior design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the Lot, and any other relevant considerations which are based on acceptable standards of planning, zoning and construction, including considerations based exclusively on aesthetic factors. A fee of \$100 shall be charged by and submitted to the ARB for review of all building plans.

The term "structure" as used herein shall include, but is not limited to, homes, clotheslines, garages, sheds, out-buildings, walls, barbecue pits, balconies, patios, satellite dishes, radio or television antennas, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects, such as statues, tables, etc.

Section 2.3 Architectural Criteria

Section 2.3(a) Garages: All single family dwellings shall have a minimum of a two car detached or attached garage and all multi-family dwellings shall have a minimum of a one car detached or attached garage as required in the PUD documents attached herein as "Exhibit B." All single family garages must

have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of ten (10) feet in width. All multi family garages must have a single overhead door with a door width of ten (10) feet. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. Typically, the garage entrances will be front entry. Automobiles shall be stored in garages when not in use. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the facade of the enclosed garage and the new garage is approved by the ARB in compliance with these restrictions.

Section 2.3(b) Personal Recreational Areas: Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- a. Composition to be of materials thoroughly tested and accepted by the industry for such construction.
- b. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the ARB.
- c. No screening of pool areas may stand beyond a line

extended and aligned with the side walls of the dwelling unless approved by the ARB.

d. No pools of a kit or temporary portable type shall be permitted and all pools must be fenced or screened in. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB. All pools must be approved by the ARB.

e. Location and construction of tennis, badminton, racquetball, shuffleboard or any other recreational areas must be approved by the ARB.

f. Any lighting of a pool or other recreation area shall be designed to buffer the surrounding residences from the lighting.

g. If one Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fence on both the front and side as required by the ARB.

h. All basketball, backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot within the setback lines. No platforms, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence constructed thereon, and any such structure must have prior approval of the

Section 2.3(c) Approved Roofing Materials: Minimum roof pitch shall be 6:12. No flat roofs shall be allowed except as subordinate element in conjunction with a pitched roof design.

Approved roof materials are:

- a. cement tiles manufactured for maximum density and resistance to moisture
- b. architectural cedar shingles, sawed or handsplit
- c. asphalt shingles shall be fungus resistant and of a quality of not less than a 20-year warranty
- d. clay tile either barrel or flat especially manufactured for maximum density and resistance to absorption
- e. woodruff Masonite
- f. natural slate
- g. metal only if approved by the ARB

The use of solar energy providing devices (active and/or passive) are subject to the approval of the ARB.

Section 2.3(d) Exterior Walls: Exterior Wall Finishes
- Recommended exterior finishes include stucco, brick, wood shingles, lapped board siding, limestone, coquina or coral natural stone, Dutch lap vinyl siding or wood siding. It is recommended when utilizing wood siding that the siding be used as a compliment material and not the major component. ALL

MATERIALS, TEXTURES AND COLORS OF EXTERIOR WALL FINISHES SHALL BE SUBMITTED TO AND APPROVED BY THE ARB. Exposed concrete block and concrete brick walls shall not be used. Concrete block can be used for the foundation wall with stucco covering or an approved heavy textured coating.

Section 2.3(e) Landscaping: A basic landscaping plan shall be prepared for each Lot and shall be submitted to and approved by the ARB prior to initial construction and development thereon. The landscaping plan shall meet the requirements of St. John's County and ARB. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the ARB. All Lots and all lawns, grounds and landscaping on Lots shall be mowed and maintained in a neat and orderly fashion and not in an unsightly or unkempt manner.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from view of neighboring Owners and from the street.

Section 2.3(f) Temporary Structures: No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or

permanent. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Lot at any time, other than:

a. Cabanas appurtenant to a swimming pool, detached garages and gazebos, as approved by the ARB.

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

c. Tents or other temporary structures for use during social functions and promotional purposes.

Section 2.3(g) Fencing, Walls and Shrub Planting: No fence, wall or shrub planting which obstructs sightlines and deviations between two (2) or six (6) feet above the Common Roads shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the parcels.

OR2204PG 712

Section 2.3(h) Fence Construction: The composition location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of ARB. The ARB shall require the composition of any wall or fence to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect or maintain a fenced enclosure. Such enclosure shall be of a reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and shall be screened so that the pets are not visible from neighboring property. Any fence, wall, hedge or other similar structure or improvement must be included in the development plan with respect to location, height and type of material and must be approved by the ARB, except for trellises and/or decorative fences included in the architectural design of the home. Such decorative fences shall be allowed to extend no more than ten (10) feet in front of the front wall line of the home. Side yard fences on corner Lots may be built on the property line as limited by the provisions of Section 2.8 hereof.

Section 2.3(i) Driveway Construction: All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the point where the pavement connects with the street. All driveways shall be constructed of

material approved by the ARB.

Section 2.3(j) Mail and Paper Boxes: No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to mail receptacles attached to dwellings, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings; provided, however, that the Association may require the use of community mailboxes to be placed at a location upon a Common Area as designated by the Association.

Section 2.3(k) Solar Energy Devices: Solar energy and other energy devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith by the ARB.

Section 2.3(l) Waiver by ARB: The Architectural Criteria set forth herein are intended as guideline to which adherence shall be required by each Owner, provided, however, the

ARB shall have the express authority to waive any requirement set forth herein if, in its opinion, it deems such waiver in the best interest of the property and the deviation requested is compatible with the character of the property. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

Section 2.4 ARB Composition. The ARB shall be composed of not less than three (3) persons and no more than five (5) persons appointed, until such time as control shall have been turned over to the Board of Directors of the Association as herein provided, by the Developer and thereafter by said Board of Directors. The members of the committee shall be appointed for staggered, three-year terms. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARB, the Developer or the Board of Directors of the Association, as the case may be, shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the ARB shall be prescribed by, and from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate it shall cause control of the ARB to be turned over to the Board of Directors of the Heritage Park of St. Augustine Homeowner's Association. The Association shall then appoint the membership of the ARB which shall assume the duties

and perform the functions as set forth in these Covenants. After turnover of control is perfected, any and all appeals from action of the ARB committee shall be heard and decided by the Board of Directors of the Association.

Section 2.5 Actions by ARB. The ARB shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them, by written notice to the Owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the ARB shall be final. If the ARB committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, exterior finish schedule, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all Owners and interested persons, that the plans as submitted have been approved by the ARB.

Section 2.6 Restrictions on Subdividing Lots. No Lot, improved or unimproved, shall be further subdivided or separated into smaller lots except for purposes of increasing the size of the building Lot. No building site shall be less than the original platted Lot. The Developer shall have the right to modify the Subdivision plats of the property provided adjoining

Lot Owners consent to such modification, such consent shall not be unreasonably withheld. The Developer, without the consent of any Owner, may modify any Lot it owns for the purpose of creating a street or right of way, and the restriction as to use, as contained herein shall not be applicable to such Lot.

Section 2.7 Completion of Construction Restrictions. After eighteen (18) months from the date of closing on the Lot, the Owner will be required to commence construction of a dwelling and shall complete construction within ten (10) months of commencement. The Developer shall have the right to make exceptions to this requirement on a case by case basis.

Section 2.8 Construction Setback Restrictions. All front, side and rear lot line construction setback restrictions shall be in conformance with the Code as prescribed by the St. Johns County Zoning Regulations and the guidelines set forth in the approved Heritage PUD document attached herein as "Exhibit B" Exceptions to these setbacks may be granted on a case by case basis by the ARB. Setback requirements for future sections of the Heritage Park Subdivision may differ from those of the current area.

Section 2.9 Minimum Dwelling Size. No residence in Parcel A and E-1 as referenced on the recorded plat for the Heritage Park Subdivision shall contain less than 1,350 square feet of heated and air conditioned living area, no residence in Parcel C & E-2 shall contain less than 1,700 square feet of heated and air

conditioned living area, and no residence in Parcel D-1 and D-2 shall contain less than 2,050 square feet of heated and air conditioned living area. No multi family residence located in Parcel F shall contain less than 1,200 square feet of heated and air conditioned living area. Any improvements located within a St. Johns County Conservation Zone shall be submitted to the appropriate authorities of St. Johns County for approval prior to the commencement of construction.

Section 2.10 Stormwater Treatment Buffers. There shall be set aside a permanent vegetative natural buffer ("Buffer") 25 feet wide, over that portion of the property shown on the recorded plat as vegetative stormwater treatment areas. This Buffer extends across certain lots depicted on the recorded plat. This buffer is also encumbered by a Conservation Easement held by the St. Johns River Water Management District as described in Article XI. This Buffer is a part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavation; planting, sodding or removing vegetation; irrigation; construction of fences or other structures that impede the flow of surface water. No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or

human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

Section 2.11 Motor Vehicle Street Parking. No automobile, truck, boat, boat and trailer, recreation vehicle, mobile home, camper, or other similar vehicle shall be parked on the street (including the right of way thereof) overnight for a continuous period of time or in excess of ten consecutive hours.

Section 2.12 Boat Parking. No boat, boat on a trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in an approved garage. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored otherwise permitted to remain on any Lot except in a garage attached to the residence.

Section 2.13 Pets. Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by Owners on their parcels but only if such pets do not cause a disturbance or annoyance on the property. All pets must be held or kept leashed at all times that they are in the Common Areas and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves

the right to limit those parts of the Common' Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any parcel. The Association further reserves the right to demand that an Owner remove such pet from the property if such pet is found to be a nuisance or is in violation of these Covenants. No livestock, poultry (except guinea hens) or animals of any kind or size shall be raised, bred, or kept on any Lot; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets over 10 weeks old shall not exceed four (4) in number.

Section 2.14 Noise and Nuisance Activities. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity.

In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall become a matter of record.

Exterior noise and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, records or tape player, or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m.

at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as not to constitute a nuisance or unreasonable nuisance to neighbors.

No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the property or any other Lot, or the contents thereof, without the prior written consent of the ARB, nor shall any Owner permit anything to be done or kept on his Lot or in the Common Areas which would be in violation of any law.

No construction activity, other than work to be performed on the inside of a house which is closed in, nor delivery of construction materials shall be permitted between the hours of 8:00 p.m. and 7:00 a.m. of the following day.

Section 2.15 Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste.

All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the ARB. All Lots

shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expense shall constitute a lien against the Lot enforceable in appropriate court of equity or law. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot, including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In the event that any Owner fails or refuses to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, the ARB or the Association may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a

clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain on any Lot.

No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except signs installed by the Developer marking the conservation easement areas or as required by law or an approved sign giving the name of the occupant of the residence located on said Lot. All signs shall be approved by the Association.

Section 2.16 Tree Removal. Trees situated between the building setback line as established by the zoning ordinances of St. Johns County, Florida and the property lines, having a diameter of one (1) inch or more (measured two (2) feet from ground level) may not be removed without approval of the ARB. A tree survey shall be submitted to the ARB generally locating such tree(s).

Section 2.17 Tree Removal Violations. Anyone violating the provisions of Section 2.16 will be required to replace such trees with trees of like size and condition within 30 days after demand by the ARB. If the Owner fails or refuses to replace the trees as demanded, the ARB shall cause suitable replacements to be planted and the cost thereof shall be a lien against the Lot.

The Owner grants to the ARB, its agents, and employees an easement for ingress and egress over and across said Lot to

enable it to accomplish compliance with Section 2.16 and this Section.

Section 2.18 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will have to have the approval of the ARB. No water conditioners or air conditioning units will be allowed unless approved by the ARB, but in no case will they be permitted in the front of any of the structures. The sewer system for each Dwelling Unit will be required to connect to the City of St. Augustine sewer system in accordance with instructions to be furnished by the Developer or ARB.

In the event that a low pressure sewer system is to be utilized it will be a minimum 1HP grinder pump (grinder pump/tank system) which will be installed and maintained at the Owner's expense. In order to maintain conformity as to type of equipment used and maintained, the Developer or Association will designate the name of the company to be used and the name and type of equipment permitted to be installed and the location thereof. The sewer charges will be calculated on the number of gallons of water used.

Section 2.19 Piers, Docks or Bulkheads. Along Red House

OR2204PG 724

Branch, no piers, docks or bulkheads may be built except for piers, bulkheads or other structures associated with the construction of a bridge over Red House Branch and except for boardwalks shown on the engineering plans dated May 7, 2003 approved by the Environmental Resource Permit #4-109-70257-1.

Section 2.20 Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or inconvenient to the completion, improvement and sale or the developing of Lots, parcels, Common Areas, recreational property and the additional property and adjacent property, including, without limitation, model homes, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided that the location of any construction trailers of any assignees of Developer rights under this section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use houses as model residences, and to use the gatehouse or any house as an office for the sale of Lots and/or houses on the property, additional property or adjacent property and for related activities. The Developer's right to use, as described hereinabove, shall continue even after

OR2204PG 725

conveyance of any or all of the Common Areas to the Association, including the gatehouse, or of the Homeowners Recreation Building.

Section 2.21 The Developer shall have the right to construct a television satellite dish and distribution system to the individual Lots. Developer reserves for itself and any cable television or community antenna system provider a perpetual non-exclusive easement over roadways within the Subdivision for placement and maintenance of the television distribution lines. The distribution shall be by means of an underground cable network with pedestal junction boxes. Individual Lot homeowners will have the option to initiate this service for a fee that will be determined by the level of service they want. Rates to be charged will be in accordance with City and federal regulations, provided, further, that the cable television operator shall have the right to pass through any increases in charges levied by the provider of the services. The cable television service will be owned and maintained by a private service organization and will have no impact on the Association or its fee. The television system shall conform to all city, state and federal regulations.

THE DEVELOPER MAKES NO REPRESENTATION THAT CABLE TELEVISION SERVICES WILL BE PROVIDED BY MEANS OF A COMMUNITY ANTENNA SYSTEM SEPARATE AND APART FROM ANY FRANCHISED CABLE TELEVISION PROVIDERS, BUT MERELY RESERVES THE RIGHT TO DO SO AT ITS SOLE

DISCRETION.

OR2204PG 726

Section 2.22

a. Developer hereby reserves for itself, its successors and assigns, and hereby grants to the Association, a nonexclusive, perpetual, alienable blanket easement upon, across, over, through, and under the Subdivision for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments; provided, however, that such easements shall be subordinate to the right of the Owner of any Lot to place upon such Lot improvements in conformity with these Covenants.

b. Developer reserves for itself, and hereby grants to the Association, and their designees, a non-exclusive, perpetual, alienable blanket easement and right on, over and under the ground within the Subdivision to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Developer or

the Association, as applicable, shall restore the affected property to its prior condition as nearly as practicable. The Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless in its opinion an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developer and the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

c. To the extent that any improvements constructed by the Developer on or in any Lot encroach on any other Lot or Common Areas, whether by reason of any deviation from the Plat of the Subdivision or by reason of the settling or shifting of any land or improvements, a valid perpetual, exclusive easement for such encroachment shall exist.

d. The Association or the Community Development District if a Community Development District is created for the Subdivision, shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association or Community Development District shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain

or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association or Community Development District shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas, without the prior written approval of the St. Johns River Water Management District.

ARTICLE III

ASSOCIATION

Section 3.1 To effectively and efficiently provide for the administration of the Common Areas by the Owners of Lots or Dwelling Units in Heritage Park Subdivision, and future phases hereafter filed by the Developer, a non-profit corporation (known and designated as the Heritage Park of St. Augustine Homeowner's Association, Inc. a non-profit Florida corporation) has been created. The Association shall operate and manage the Common Areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of these Covenants and the Articles of Incorporation and By-Laws of said Association. The Association shall have the authority to accept responsibility for

the operation and maintenance of stormwater management systems for future phases of the development. A true and complete copy of the Articles of Incorporation of the Association are annexed hereto as Exhibit "C", and this document is expressly made a part hereof.

Section 3.2 The Association will be responsible for the periodic removal of trash and other debris from the mitigation and preservation. The Association will also be responsible for the periodic removal of invasive exotic plant species (as defined by the Florida Exotic Pest Plant council's 2001 List of Invasive Species for the North and Central Districts or by a revised list disseminated by the Council) so that such plant species do not exceed greater than 10% of areal cover in each stratum in the mitigation and preservation areas. For any portion of the mitigation and preservation areas containing invasive exotic plant species constituting greater than 10% areal cover in each stratum as of May 16, 2003, the Association will remove those invasive exotic plant species so that they constitute less than 10% of areal cover in each stratum within five years of the Association formation.

Section 3.3 The Owner of each Lot or dwelling with Heritage Park Subdivision (and future phases of Heritage Park Subdivision filed in the Public Records of St. Johns County, Florida, by the Developer), shall automatically become members of the Association

upon his or her acquisition of and ownership interest in title to any Lot or Dwelling Units. The membership of such Owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such Lot or Dwelling Unit, regardless of the means by which such ownership may have been divested.

Section 3.4 No person, corporation or other business entity holding any liens, mortgage or other encumbrance upon any Lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership, provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a Lot or Dwelling Unit either by foreclosure or by voluntary conveyance from its mortgagor or its successors or assigns.

Section 3.5 In the administration, operation and management of the Common Areas and the enforcement of these Covenants and Restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of these Covenants, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and to enforce such rules and regulations governing the use and enjoyment of the Common Areas

and the administration of the aforesaid Covenants and Restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

Section 3.6 The Association or Community Development District, if a Community Development District is created for the Heritage Park Subdivision, shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association or Community Development District shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developer covenants, and each Owner of each and every Lot and Dwelling Unit shall by acceptance of a deed or other instrument

of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of these Covenants and to promptly pay to the Association or its successors or assigns, the following:

- a. All annual assessments or charges, and,
- b. All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall also be the personal obligation of the person who was the "Owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot or Dwelling Unit, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, renewal and replacement thereof and operation of the private roads, private utilities, Common Areas and Properties and to provide reasonable

reserves therefore and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of the principal, interest and other purchases connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and Property at the time of conveyance to the Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 4.3 The initial regular monthly assessment is hereby set at the following rates by Section. Fees are applicable to Lots or Dwelling Units (See Exhibit E, fee schedule).

Lots or Dwelling Units owned by the Developer shall not be subject to assessments, either regular or special. The Developer guarantees the initial assessment fee shall not exceed the \$60.00 per month per Lot or Dwelling Unit until the Owners

have, excluding the Developer, 80% of the votes in the Association or January 30, 2015, whichever occurs first. The Developer agrees to turn over control of the ARB and the streets and Common Areas and the sewer system to the Association not later than January 30, 2015. After turnover of control has occurred, regular monthly assessments shall be determined by the Board of Directors at its regular annual meeting. The regular assessment may be increased beyond that set by the Board of directors at the regular annual meeting of the Board of Directors upon approval by 60% of the voting members in attendance, in person or by proxy, at any regular or special meeting of the membership of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting, provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Section 4.4 Monthly assessment fees shall be due and payable commencing the first day of the month after closing of the initial purchase from the Developer of the Lot upon which such assessments are made.

Section 4.5 Nothing herein shall prohibit the Owner of a Dwelling Unit from leasing such Dwelling Unit and requiring the tenant of such dwelling to reimburse the Owner for the monthly assessment against said Dwelling Unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the Dwelling Unit. On the first day of the first month the Owner of any Dwelling Unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such Dwelling Unit as of that date.

Section 4.6 Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the Dwelling Unit and other property of the Owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the Common Areas by abandonment of the Lot or Dwelling

Unit, by extended absence from the Subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.7 The Association, upon written request of any Owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such Owner's Lot or Dwelling Unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.8 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the Common Areas.

Revenue collected by the Association from an Owner of a Lot or Dwelling Unit may be commingled with monies collected from other Owners.

Section 4.9 Recognizing that proper management and operation of the Common Areas and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within Heritage Park Subdivision, and the present and future interests of each member of the Association in the

Common Areas and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with these Covenants and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees, which may be incurred by the Association in enforcing this lien or the provisions of these Covenants.

Section 4.10 The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the Association under these Covenants, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot

or Dwelling Unit expressly subject to the lien rights provided herein.

Section 4.12 The lien created pursuant to these Covenants shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien filed by the Association shall be signed and verified by the President or Vice President of the Association. The Claim of Lien filed by the Association shall be subordinate to the lien of any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's Claim of Lien.

ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1 The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it

is (a) the sole Owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Heritage Park Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the record Owners of eighty per cent (80%) of Lots or Dwelling Units in Heritage Park Subdivision, and any future units of Heritage Park Subdivision ("HPS") recorded by the Developer may amend or modify such provisions of these Covenants as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least eighty per cent (80%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record Owners to join in any document to effectuate such amendment.

Any amendment to the Covenants and Restrictions which alter the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Amendments, revisions, and modifications to Sections 2.19, 3.2, 7.1, 7.2, and 7.3 of this Declaration of Covenants and Restrictions is prohibited. In addition, amendments, revisions, or modifications to this Declaration of Covenants and Restrictions providing for or authorizing construction in the mitigation areas is also prohibited.

Section 5.2 This Declaration of Covenants and Restrictions contains provisions concerning various rights, priorities, remedies and interests of the holders of mortgages. Such provisions are to be construed as covenants for the protection of those mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of these Covenants impairing such rights, priorities, remedies or interest of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding a mortgage on the Lots, it shall be sufficient to obtain the written consent of all mortgagees holding a lien on eighty percent (80%) or more of the Lots; provided, however, that in the event a mortgagee is holding a lien on seventy percent (70%) or more of the Lots encumbered by the mortgagee, the written consent of such mortgagee alone shall be sufficient. This Section shall not apply or be construed as a limitation upon those rights of the Developer, the Association or the Owners under these Covenants to make amendments which do not

adversely affect the mortgagees.

OR2204PG 741

ARTICLE VI

USE OF COMMON PROPERTY

The Common Areas, as hereinabove specifically described or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all of the Owners of Lots and Dwelling Units lying within Heritage Park Subdivision, as hereinabove described, and any future unit of Heritage Park Subdivision (hereinafter filed in the Public Records of St. Johns County, Florida, by Heritage Park of St. Augustine, LLC , for the use of such Owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, including location of a satellite dish and head end facilities for a common antenna distribution network and for the quiet enjoyment of said Owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any Dwelling Unit or Lot in any existing unit of Heritage Park Subdivision (or any future unit of Heritage Park Subdivision hereafter filed in the Public Records of St. Johns County, Florida, by Heritage Park of St. Augustine,

LLC, each such person does agree to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all Common Areas and recreational facilities now existing or which may hereafter be designated by Heritage Park of St. Augustine, LLC.

ARTICLE VII

RESTRICTIVE COVENANTS FOR THE COMMON AREAS

Section 7.1 The use of liquid fertilizers is prohibited in the common areas of the Heritage Park Subdivision. The use of pesticides listed by the U.S. Environmental Protection Agency as canceled or suspended, or otherwise prohibited by state or federal law is prohibited in the common areas of the Heritage Park Subdivision.

Section 7.2 All lighting installed in the common areas will use light fixtures that deflect the light downward toward the ground. Any lighting of the common areas, including the pool and recreational areas, will be designed to limit light intrusion into the buffers and wetlands. As used in this paragraph, the term "common areas" does not include roadways, streets, driveways, and other vehicle access areas, and does not include entrance areas from Woodlawn Road. In addition, lighting, light

fixtures, and deflection angles shall in all cases be subject to applicable safety requirements and building codes.

Section 7.3 All baseball, recreational and multipurpose fields located within the Heritage Park project will not be lighted unless such fields are located within Parcel A or B of the project as shown on the plans approved by the Planned Unit Development, St. Johns County, Florida, Ordinance 2002-69, effective as of December 10, 2002.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot or Dwelling Unit within Heritage Park Subdivision, and any future unit of Heritage Park Subdivision (hereinafter filed in the Public Records of St. Johns County, Florida, by the Developer) is dependent upon the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interests of all of the Owners that the membership in the Common Areas be retained by the Owners of Lots and Dwelling Units, it is therefore declared that the membership rights of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall

exist no right to transfer the membership rights in the Common Areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease of the Lot or Dwelling Unit in Heritage Park Subdivision and any future unit of Heritage Park Subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by the Developer provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the Common Areas to the Owners of Lots or Dwelling Units within the Subdivision for the purpose of effectuating the intent of these Covenants. Any conveyance or transfer of a Lot or Dwelling Unit in Heritage Park Subdivision shall include the membership rights in the Common Areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said Lot or unit is conveyed.

ARTICLE IX

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions of these Covenants shall constitute covenants running with the land, and each shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Lot and Dwelling Unit and the appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives,

successors, and assigns of each Owner, and the same shall likewise be binding upon the Developer and its successors and assigns. These Covenants shall be binding and in full force and effect for a period of 30 years from the date these Covenants are recorded, after which time this declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then recorded Owners of the Lots or Dwelling Units in Heritage Park Subdivision is recorded containing an agreement of the said Owners with respect to the alteration, change, modification or repeal, in whole or part, of the provisions of these Covenants. All attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of these Covenants, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

ARTICLE X

ENFORCEMENT OF SURFACE WATER MANAGEMENT PROVISIONS

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants which relate to the maintenance, operation and repair of the Surface Water or

Stormwater Management System.

OR2204PG 746

ARTICLE XI

CONSERVATION EASEMENTS

Section 11.1 Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. John's River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on September 25, 2003 in Official Records Book 2054, Page 1464, Public Records of St. Johns County Florida. The Conservation Easement is attached hereto as Exhibit "D" and will be referred to as the "Mitigation Conservation Easement". Developer granted the Mitigation Conservation Easement as a condition of permit number #4-109-70257-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 11.2 The purpose of the Mitigation Conservation Easement is to assure that the Mitigation Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Mitigation Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 11.3 Any activity in or use of the Mitigation Conservation Easement Areas inconsistent with the purpose of the

Conservation Easement is prohibited. The Mitigation Conservation Easement expressly prohibits the following activities and uses:

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

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

c. Removing, destroying or trimming trees, shrubs, or other vegetation.

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

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

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

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

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

Section 11.4 The Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Mitigation Conservation Easement Areas.

Section 11.5 To accomplish the purposes stated in the Mitigation Conservation Easement, the Developer conveyed the following rights to the District:

a. To enter upon and inspect the Mitigation Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of the Mitigation Conservation Easement and the covenants set forth herein, and require the restoration of areas or features of the Mitigation Conservation Easement Areas that may be damaged by any activity inconsistent with the Mitigation Conservation Easement.

Section 11.6 The provisions of the Mitigation Conservation Easement may not be amended without the prior written approval of the St. Johns River Water Management District.

WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of: Heritage Park of St. Augustine, LLC.

Witnesses:

[Signature]
Signature

Signature

Pamela Drury
Printed Name

Printed Name

Tammy B. Lewis
Signature

Signature

Tammy B. Lewis
Printed Name

Printed Name

By: [Signature]
Manager

By:

Manager

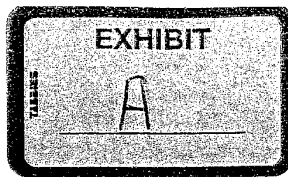
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of MAY, 2004, by Amine Harb and _____ as Manager of Heritage Park of St. Augustine, LLC, respectively.

[Signature]
Notary Public, State of Florida
at Large



Pamela Drury
Commission #DD155068
Expires: Oct 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.



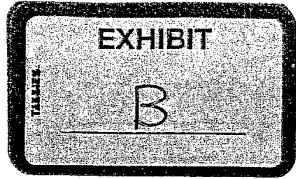
OR2204PG 750

A parcel of land lying in Section 3, 51 and 57, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at the Southwest corner of Section 52, Township 7 South, Range 29 East; run thence North 83°52'24" East along the North line of Section 51, a distance of 253.35 feet to the Southwest corner of Lot 8 of Woodlawn Subdivision as recorded in Map Book 4, Page 20 of the Public Records of St. Johns County, Florida, also being the Northwest corner of lands described in Official Records Book 216, Page 134 of said County as claimed by Gerald E. and Diane Mills; thence South 00°52'20" West along the West line of said lands described in Official Records Book 216, Page 134 a distance of 495.50 feet to a 4"x4" concrete monument stamped # 894; thence continuing South 00°52'20" West along said west line of said lands a distance of 6.43 feet to a very old 1/2" iron pipe with no identification being the Southwest corner of said lands described in Official Records Book 216, Page 134 as claimed by Gerald E. and Diane Mills; thence South 63°43'04" East a distance of 103 feet more or less to the run of Red House Branch; thence meander the run of Red House Branch in a Southwesterly direction a distance of 1,100 feet more or less to the extension of the West line of lands described in Official Records Book 137, Page 248; thence South 01°41'25" West along said West line a distance of 2,102 feet more or less to the South line of the Delespine Grant; thence South 75°59'21" West along said South line a distance of 576.32 feet to the East line of an easement as described in Deed Book 247, Page 331; thence North 00°57'54" East along said East line a distance of 533.38 feet to the Northerly line of an easement as described in Deed Book 249, Page 613; thence South 73°53'53" West along said Northerly line a distance of 2,800.97 feet to the intersection of the extension of the West line of Ponce De Leon Heights Subdivision as recorded in Map Book 3, Page 73; thence South 00°43'00" West along said West line a distance of 360.68 feet to the centerline of Oakland Avenue; thence North 89°37'43" West along the extension of the centerline of Oakland Avenue a distance of 30.00 feet to a boundary line as agreed upon according to Official Records Book 309, Page 63; thence North 35°41'51" West along said line a distance of 774.47 feet to the West line of Section 51; thence North 00°33'37" East along said line, a distance of 168.89 feet; thence North 51°52'08" East along the Northwesterly line of said Section 51, a distance of 1,509.70 feet to the Southeasterly corner of Section 57; thence North 89°24'38" West along the Westerly line of Section 57 a distance of 1,710.87 feet; thence North 32°26'54" West along the Westerly line of Section 57 a distance of 697.81 feet to the Northeasterly corner of Section 3; thence South 01°20'29" West along the East line of said Section 3 a distance of 243.91 feet to the Northeasterly maintained right of way of Woodlawn Avenue; thence North 32°26'31" West along the Northeasterly right of way of Woodlawn Avenue a distance of 2,123.07 feet to the point of curvature of a curve whose radius and delta are 235.00 feet, 122°50'39"; thence in a Northeasterly direction along said curve an arc distance of 503.85 feet to the point of tangency and to the Southerly right of way of Woodlawn Road as recorded in Deed Book 79, Page 238, said curve subtended by chord bearing and distance of North 28°58'48" East, 412.74 feet; thence South 89°35'52" East along said right of way a distance of 6,076.97 feet to the East line of said Section 51; thence South 04°06'00" East a distance of 402.01 feet to the POINT OF BEGINNING.

Containing 392.58 acres, more or less.

Said lands situated lying and being in St. Johns County, Florida.

Note: The land use designation noted hereon was derived from the map entitled "St. Johns County Future Land Use Plan 1990-2005" (Map 11 of the Comprehensive Plan Map Series).



57

ORDINANCE NUMBER: 2002- 69

OR2204PG 751

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA APPROVING A MAJOR MODIFICATION TO THE HERITAGE PUD, ORDINANCE NUMBER 2000-4, AS AMENDED (NOW KNOWN AS HERITAGE PARKE), MAKING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

P.U.D. OFF. REC. BOOK P PAGE 634

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

SECTION 1. That as requested by Pam Drury for Tidewater Development, the title owners of record, in an application for a zoning hearing MAJMOD 2001-05, along with supporting documents and dated July 26, 2001, concerning lands described on the attached legal description, Exhibit A, (hereinafter the "Modification"), the Heritage PUD, Ordinance Number 2000-4, as amended, (now known as Heritage Parke) is hereby modified as set forth in the attached application, and exhibits:

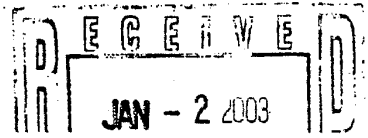
SECTION 2. That development of lands within the shall proceed in accordance with the Heritage PUD, Ordinance 2000-4, as amended, (now known as Heritage Parke) including the Application for Major Modification (MAJMOD 2001-05) dated July 26, 2001, attached hereto and made a part hereof.

SECTION 3. That the terms of this modification to the Heritage PUD, (now known as Heritage Parke), shall become effective upon the effective date of this Major Modification Ordinance.

SECTION 4. That the need and justification for modification of the has been considered in accordance with Section 5.03.05.C of the St. Johns County Land Development Code and the St. Johns County Comprehensive Plan, whereby:

- 1. The request for modification has been fully considered after public hearing with legal notice duly published as required by law.
2. As modified, the Heritage Parke PUD is consistent with the goals, policies and objectives of the 2015 St. Johns County Comprehensive Plan.
3. As modified, the Heritage Parke PUD is consistent with Part 5.03.05.C of the St. Johns County Land Development Code, which provides conditions for Major Modifications to approved PUDs.
4. As modified, the Heritage Parke PUD is consistent with Part 5.03.00 of the St. Johns County Land Development Code, which provides standards for Planned Unit Developments.
5. The Heritage Parke PUD request meets all requirements of applicable general zoning, subdivision and other regulations except as may be approved pursuant to Subsection 5.03.02(G)1.t and Subsection

Ordinance Book 30 Page 1



5.03.02(F) of the Land Development Code.

6. As modified, the Heritage Parke PUD would not adversely affect the orderly development of St. Johns County.

As modified, the Heritage Park PUD would not adversely affect the orderly development of St. Johns County.

SECTION 5. That all other provisions of Ordinance Number 2000-4, as amended, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Except to the extent that they conflict with specific provisions of the approved development plan or the PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, the Concurrency Management Ordinance and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited.

SECTION 7. This Ordinance shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

SECTION 8. This Ordinance shall be recorded in a book kept and maintained by the by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS 3rd DAY OF December, 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: James E. Bryant
James E. Bryant, Chairman

RENDITION DATE 12-05-02

ATTEST: CHERYL STRICKLAND, CLERK

BY: L. Vonne King
Deputy Clerk

EFFECTIVE DATE: 12-10-02

Ordinance Book 30 Page 2

OR2204PG 753

A parcel of land lying in Section 3, 51 and 57, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at the Southwest corner of Section 52, Township 7 South, Range 29 East; run thence North 83°52'24" East along the North line of Section 51, a distance of 253.35 feet to the Southwest corner of Lot 8 of Woodlawn Subdivision as recorded in Map Book 4, Page 20 of the Public Records of St. Johns County, Florida, also being the Northwest corner of lands described in Official Records Book 216, Page 134 of said County as claimed by Gerald E. and Diane Mills; thence South 00°52'20" West along the West line of said lands described in Official Records Book 216, Page 134 a distance of 495.50 feet to a 4"x4" concrete monument stamped # 894; thence continuing South 00°52'20" West along said west line of said lands a distance of 6.43 feet to a very old 1/2" iron pipe with no identification being the Southwest corner of said lands described in Official Records Book 216, Page 134 as claimed by Gerald E. and Diane Mills; thence South 63°43'04" East a distance of 103 feet more or less to the run of Red House Branch; thence meander the run of Red House Branch in a Southwesterly direction a distance of 1,100 feet more or less to the extension of the West line of lands described in Official Records Book 137, Page 248; thence South 01°41'25" West along said West line a distance of 2,102 feet more or less to the South line of the Delespine Grant; thence South 75°59'21" West along said South line a distance of 576.32 feet to the East line of an easement as described in Deed Book 247, Page 331; thence North 00°57'54" East along said East line a distance of 533.38 feet to the Northerly line of an easement as described in Deed Book 249, Page 613; thence South 73°53'53" West along said Northerly line a distance of 2,800.97 feet to the intersection of the extension of the West line of Ponce De Leon Heights Subdivision as recorded in Map Book 3, Page 73; thence South 00°43'00" West along said West line a distance of 360.68 feet to the centerline of Oakland Avenue; thence North 89°37'43" West along the extension of the centerline of Oakland Avenue a distance of 30.00 feet to a boundary line as agreed upon according to Official Records Book 309, Page 63; thence North 35°41'51" West along said line a distance of 774.47 feet to the West line of Section 51; thence North 00°33'37" East along said line, a distance of 168.89 feet; thence North 51°52'08" East along the Northwesterly line of said Section 51, a distance of 1,509.70 feet to the Southeasterly corner of Section 57; thence North 89°24'38" West along the South line of Section 57, a distance of 1,710.87 feet; thence North 32°26'54" West along the Westerly line of Section 57 a distance of 697.81 feet to the Northeasterly corner of Section 3; thence South 01°20'29" West along the East line of said Section 3 a distance of 243.91 feet to the Northeasterly maintained right of way of Woodlawn Avenue; thence North 32°26'31" West along the Northeasterly right of way of Woodlawn Avenue a distance of 2,123.07 feet to the point of curvature of a curve whose radius and delta are 235.00 feet, 122°50'39"; thence in a Northeasterly direction along said curve an arc distance of 503.85 feet to the point of tangency and to the Southerly right of way of Woodlawn Road as recorded in Deed Book 79, Page 238, said curve subtended by chord bearing and distance of North 28°58'48" East, 412.74 feet; thence South 89°35'52" East along said right of way a distance of 6,076.97 feet to the East line of said Section 51; thence South 04°06'00" East a distance of 402.01 feet to the POINT OF BEGINNING.

Containing 392.58 acres, more or less.

Said lands situated lying and being in St. Johns County, Florida.

Note: The land use designation noted hereon was derived from the map entitled "St. Johns County Future Land Use Plan 1990-2005" (Map 11 of the Comprehensive Plan Map Series).

ORDINANCE BOOK 30 PAGE 2

EXHIBIT B

St. Johns County Growth Management Services Department
Planning Division

P.O. Drawer 349, 4020 Lewis Speedway
St. Augustine, Florida 32095

Phone: 904 823-2480 Fax: 904 823-2498 E-mail: plandept@co.st-johns.fl.us

Application For a Major Modification to a
Planned Unit Development (PUD) or Planned Rural Development (PRD)

Date July 24 PUD/PRD File No. _____ PUD/PRD Ordinance No. 2000-4

- 1. Project Name Heritage PUD
- 2. Applicant's Name, Address, and Phone No. Pam Drury Taylor & White 5300 Emerson St Jax
- 3. Owner's Name, Address, and Phone No. Tidel Water Development 2825 Lewis Speedway
- 4. Property Location Southside Woodlawn Rd
- 5. Legal Description See Attached
- 6. Present Use of Property VACANT
- 7. Parcel ID Number 073320-000/08250-8 Current Zoning PUD 9. 2015 FLUM designation: Res C / 000
- 10. Section 3 AND 57 11. Township 7S 12. Range 29E
- 13. Requested Change TO REMOVE THE GOLF COURSE USE MAKE SOME OF THE LOT LARGER ADD A DAY CARE FACILITY FOR THE RESIDENCES MAKE THE RECREATION AREA LARGER.
- 14. Is new Concurrency review required? YES 15. Zoning Map Page # 4E/3W 16. Size of Property 392
- 17. Utility Provider CITY OF ST AUGUSTINE 4E/2N
- 18. Provide all of the following:

- a. List of adjacent property owners within 300 feet of the parcel that is the subject of the modification including name, address and brief legal description from current tax rolls. Address two legal size envelopes to each property owner on the list. Do not include a return address. Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
- b. Proof of ownership (deed or certificate by lawyer or abstract company or title company that verifies record owner as above). If the applicant is not the owner, a letter of authorization from the owner(s) for applicant to represent the owner for all purposes related to this application must be provided.
- c. Legal description (attach as Exhibit A)
- d. Master Development Plan Map (attach as Exhibit C and provide as specified in attached guidelines) and Text (attach as Exhibit D) as required by Section 5.03.02.G of the Land Development Code.
- e. Eighteen (18) copies of the complete application.
- f. Application Fee. (A pre-application review fee may also be required.)

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

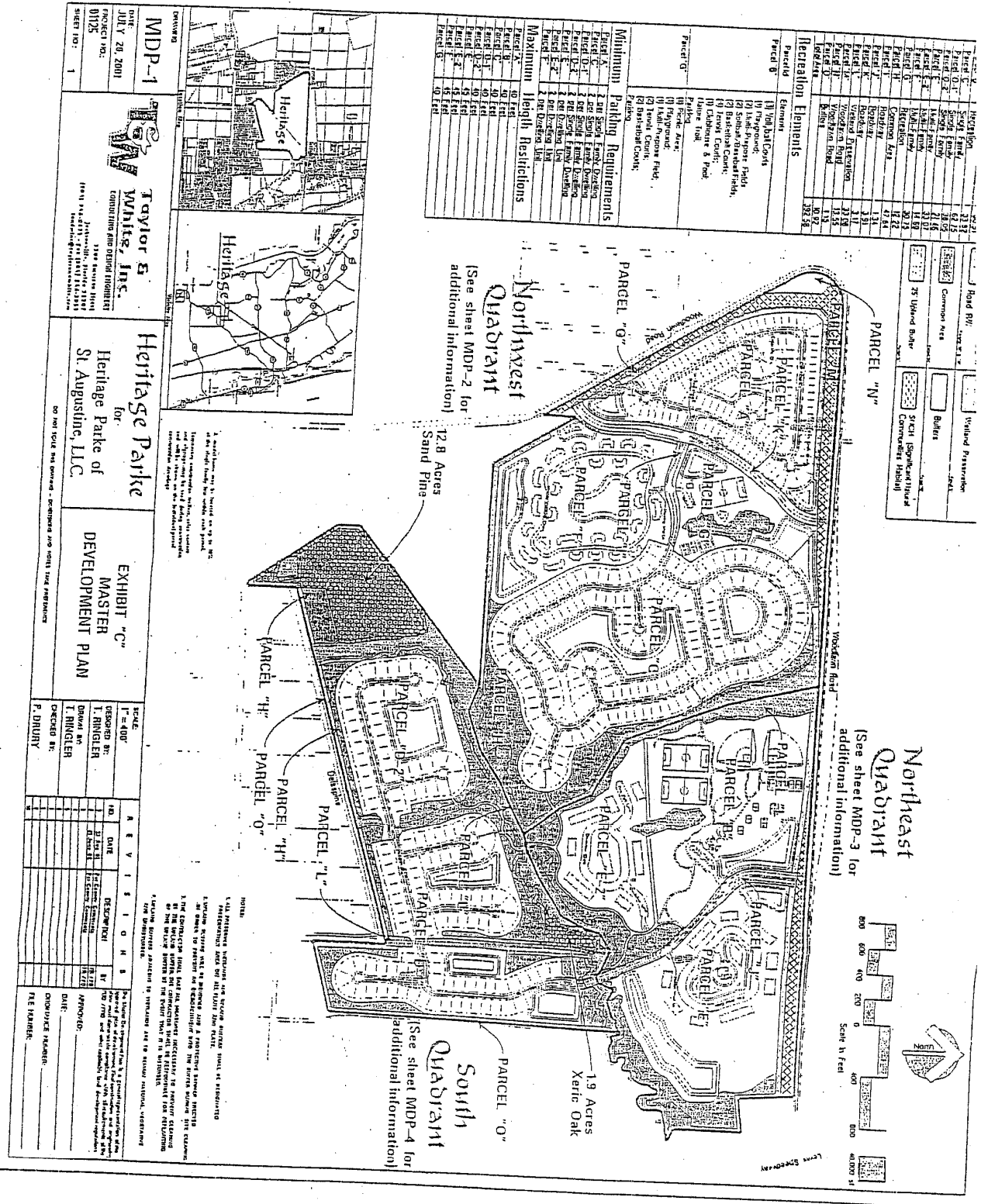
Signature of owner(s) or authorized person if owner's authorization form is attached:

Printed or typed name(s): Pamela Drury

Signature(s): [Handwritten Signature]

ADDRESS AND CONTACT INFORMATION OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS REGARDING THIS APPLICATION Name: Pamela Drury

Mailing Address: 5300 Emerson St Jax Fl 32207
Phone: 346 0671 FAX: 346 3051 E-mail: pamdrury@taylorandwhite



Parcel	Minimum Parking Requirements	Maximum Height Restrictions
Parcel A	2 car spaces	35 feet
Parcel B	2 car spaces	35 feet
Parcel C	2 car spaces	35 feet
Parcel D	2 car spaces	35 feet
Parcel E	2 car spaces	35 feet
Parcel F	2 car spaces	35 feet
Parcel G	2 car spaces	35 feet
Parcel H	2 car spaces	35 feet
Parcel I	2 car spaces	35 feet
Parcel J	2 car spaces	35 feet
Parcel K	2 car spaces	35 feet
Parcel L	2 car spaces	35 feet
Parcel M	2 car spaces	35 feet
Parcel N	2 car spaces	35 feet
Parcel O	2 car spaces	35 feet

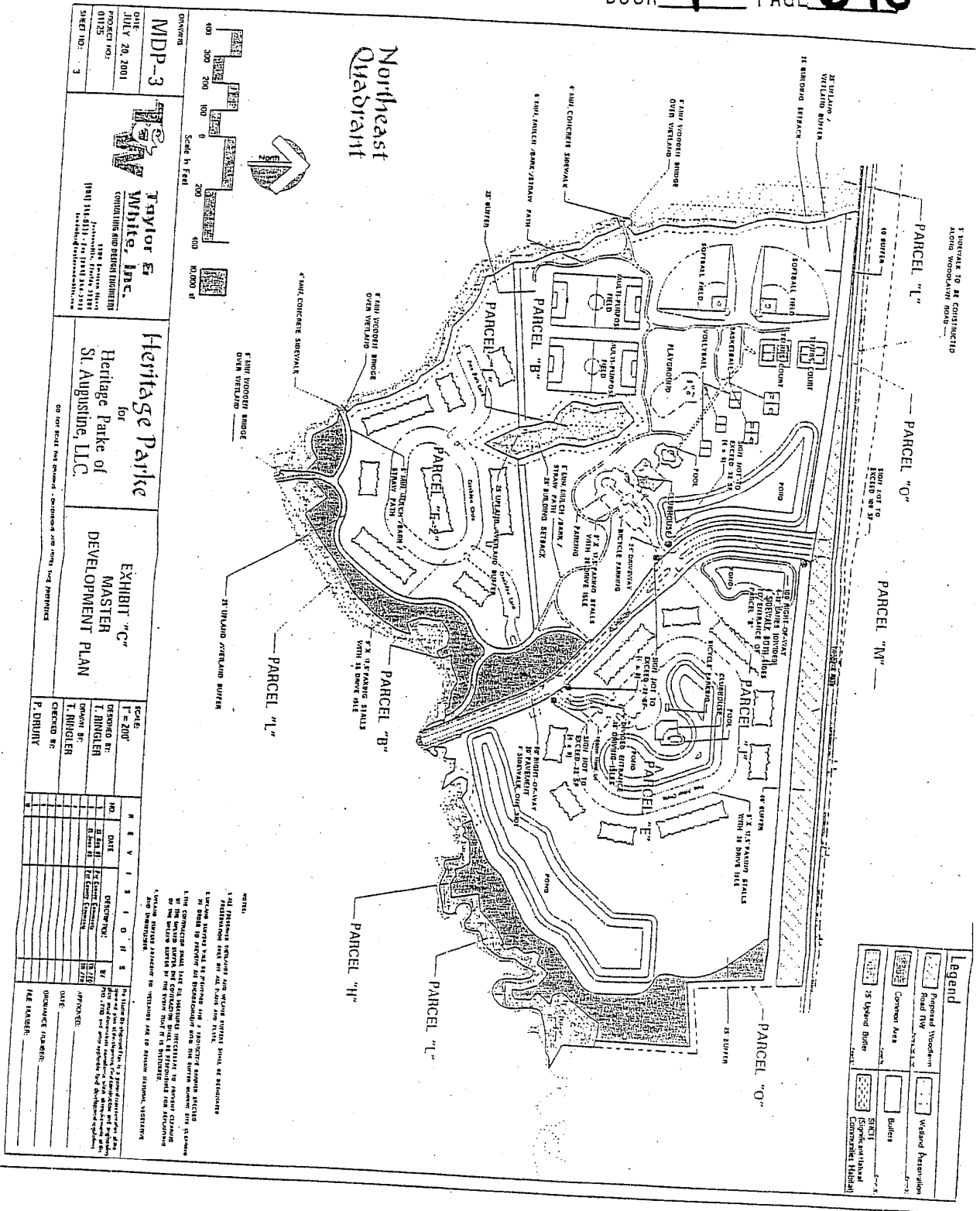
Parcel	Recreation Elements
Parcel A	1) Volleyball Courts
Parcel B	1) Playground
Parcel C	1) Soccer/Softball Field
Parcel D	1) Basketball Courts
Parcel E	1) Tennis Courts
Parcel F	1) Clubhouse & Pool
Parcel G	1) Pickle Ball
Parcel H	1) Frisbee Area
Parcel I	1) Tennis Courts
Parcel J	1) Basketball Courts
Parcel K	1) Basketball Courts
Parcel L	1) Basketball Courts
Parcel M	1) Basketball Courts
Parcel N	1) Basketball Courts
Parcel O	1) Basketball Courts

Parcel	Minimum Parking Requirements
Parcel A	2 car spaces
Parcel B	2 car spaces
Parcel C	2 car spaces
Parcel D	2 car spaces
Parcel E	2 car spaces
Parcel F	2 car spaces
Parcel G	2 car spaces
Parcel H	2 car spaces
Parcel I	2 car spaces
Parcel J	2 car spaces
Parcel K	2 car spaces
Parcel L	2 car spaces
Parcel M	2 car spaces
Parcel N	2 car spaces
Parcel O	2 car spaces

Parcel	Recreation Elements
Parcel A	1) Volleyball Courts
Parcel B	1) Playground
Parcel C	1) Soccer/Softball Field
Parcel D	1) Basketball Courts
Parcel E	1) Tennis Courts
Parcel F	1) Clubhouse & Pool
Parcel G	1) Pickle Ball
Parcel H	1) Frisbee Area
Parcel I	1) Tennis Courts
Parcel J	1) Basketball Courts
Parcel K	1) Basketball Courts
Parcel L	1) Basketball Courts
Parcel M	1) Basketball Courts
Parcel N	1) Basketball Courts
Parcel O	1) Basketball Courts

NOTES:
 1. ALL DISTANCES, DIMENSIONS AND LOCATIONS SHOWN SHALL BE AS SHOWN ON THIS PLAN.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: _____
 APPROVED BY: _____
 TITLE: _____



MAJOR MODIFICATION TO HERITAGE PUD
MASTER DEVELOPMENT PLAN TEXT
EXHIBIT D

The Heritage site consists of approximately 392.58 acres and is located on the south side of Woodlawn Road, north of Delespine Avenue and west of Lewis Speedway. The legal description is included as Exhibit A to the Ordinance. The location is shown on Exhibit C, the Master Development Plan Map.

- a. The proposed residential and multi-family development is consistent with the Comprehensive Plan "C" Residential designation. Exhibit C, the Master Development Plan Map shows the proposed uses for the ultimate development of the property. However, some adjustments in the proposed layout may occur within the Parcels to accommodate any additional drainage areas for the stormwater system required for the four laning of Woodlawn Road. As the project is developed, site plan and construction plan approval will be required by St. Johns County.

Parcel A will consist of a maximum of 116 single family lots on approximately 30.91 acres. Within this parcel there will be 6,970 square feet designated for recreation, with a tot lot a picnic area. The roadways within this parcel will be a 50' wide right of way with curb and gutter, a minimum pavement width of 20 foot and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel B consisting of approximately 33.92 acres will be designated for active recreation, which will include two (2) multi-purpose fields, (2) softball fields, two (2) basketball courts, three (3) volleyball courts, four (4) tennis courts, a play ground, a picnic area, associated parking and a maximum 12,000 square foot clubhouse with pool. The clubhouse will be constructed to meet 140 mph windload and may include a restaurant, snack bar, cabana, administrative offices, health spa (weights, exercise and lockers), including the sale and consumption of alcoholic beverages within the clubhouse area and swimming pool area as an accessory use to the residential development for use strictly by residents and their guests. If lighting is proposed within this recreation area, it will be directed away from any residential/roadway uses.

Parcel C will consist of a maximum of 166 single family lots on approximately 62.75 acres. The roadways within this parcel will be 50' wide right of ways with curb and gutter, and a minimum pavement width of

1

Revised Text /Map 08/15/02
Revised Text/Map 7/29/2002
Revised Text/Map 9/24/02

RECEIVED

SEP 24 2002

ST. JOHNS COUNTY
PLANNING DEPARTMENT

20', and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel D will consist of two phases. Phase D-1 will consist of a maximum of 86 single family lots on approximately 38.05 acres and Phase D-2 will consist of a maximum of 42 single family lots on approximately 21.46 acres. The roadways within this parcel will be a 50' wide right of way with curb and gutter, a minimum pavement width of 20' and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel E-1 and E-2 will consist of a maximum of 216 multi-family type condominiums/apartments on approximately 33.07 and 14.69 acres. When constructed there will not be more than 180 units will be built on one parcel and the combination of the two parcels will not exceed the maximum of 216. Parcel E-1 will have an area designed for tot lots, tennis courts and picnic area located within the parcel. The driveway will be 2 lane, 26 foot pavement width with 17.5' X 9' parking spaces, these units may contain garages which will count as the required parking spaces. If town-homes with attached garages are proposed, then all parking requirements will be met off of the roadway, and the pavement width will be 20'. These parcels may contain garages that will count as the required parking spaces. Parcel E-1 and E-2 will be privately owned and maintained.

Parcel F will consist of a maximum of 148 multi-family type condominiums on approximately 30.75 acres. The roadway will be 2 lane, 26 foot pavement width with 17.5' X 9' parking spaces, these units may contain garages which will count as the required parking spaces. If town-homes with attached garages are proposed, then all parking requirements will be met off of the roadway, and the pavement width will be 20'. These parcels may contain garages that will count as the required parking spaces. Parcel F will be privately owned and maintained.

Parcel G will consist of approximately 12.22 acres to be designated for active recreation, which will include, one (1) multi-purpose field, two (2) tennis courts, two (2) basketball courts, a play ground, and picnic area, along with associated parking areas. If at any time this recreation area is to be lighted, the lights shall be directed away from residential uses.

Parcel H will consist of approximately 47.64 acres of common area to be owned and maintained by the Homeowners Association.

2

Revised Text /Map 08/15/02
Revised Text/Map 7/29/2002
Revised Text/Map 9/24/02

Parcel I will consist of approximately 1.34 acres to be used as the main roadway accessing the multifamily and residential parcels on the west side of the project. The roadway right of way will vary from 80' up to the entrance to Parcel F and then taper to 50' at the entrance to Parcel C. The minimum pavement width at the entrance to Parcel C will be 20'. This roadway may be proposed to be dedicated to St. Johns County at the time the roadway right of ways are platted.

Parcel J will consist of approximately 3.91 acres to be used as the main roadway accessing the recreation area, multifamily and residential parcels on the east side of the project. The roadway right of way will vary from 100' up to the entrance to Parcels "B and E" then tapering to a 50' right of way prior to Parcel "D-1". The minimum pavement width at the entrance to Parcel C will be 20'. This roadway may be proposed to be dedicated to St. Johns County at the time the roadway right of ways are platted.

Parcel K, consisting of approximately 3.17 acres, will contain a minimum 80' right-of-way, two (2) lane roadway with required turn lanes provided at the entrance roadways into the subdivision and multifamily uses. The proposed roadway will connect the project to Woodlawn Road at the north property line and at the southeast property line.

Parcel L consisting of approximately 33.08 acres will be used as wetland preservation area and will include the 25' non-disturbed upland buffer.

Parcel M consisting of approximately 13.55 acres, to be dedicated to St. Johns County for the realignment of Woodlawn Road.

Parcel N consists of approximately 1.15 acres, will be dedicated to St. Johns County for area required for additional stormwater facilities for the Woodlawn Road realignment.

Parcel O consisting of approximately 10.92 acres represents the total acreage for all of the perimeter buffers shown on the Master Development Plan.

- b The total acreage within the Residential C designation on the St. Johns County Future Land Use Map is 392.58 acres.

- c. There are approximately 33.08 acres of wetlands within the Residential C Area which will be preserved, except for areas where roadway or pedestrian crossings and/or utility crossings will be permitted.
- d. The Residential C developable (392.58 acres - 33.08 acres of wetlands = 358.92 acres) at four units per acre allows a maximum of 1435 units, with a proposed maximum build out of 774 units.
- e. Development of the Heritage PUD will consist of a maximum of 774 residential units. There will be a maximum of 364 multifamily units and 410 single family residences. The projected population is 1889 estimated at 2.44 people per residence and the project population of elementary and high school age children that may reside within the project is 341 based on the average estimate of .44 school age children per residence.
- f. There is no non-residential development planned within this PUD.
- g. The minimum building setbacks will be as follows:

Single Family

- 1. All single family lots shall comply with the following lot and setback requirements:

MINIMUM LOT REQUIREMENTS

<u>Single Family Residential District</u>	<u>Minimum Lot Width</u>	<u>Minimum Lot Area</u>	<u>Maximum Lot Coverage By All Buildings</u>	<u>Maximum Lot Impervious Surface</u>
Parcel A	53 feet	6,360SF	40%	55%
Parcel C	63 feet	7,560SF	35%	50%
Parcel D-1	75 feet	9,000 SF	35%	50%
Parcel D-2	85 feet	10,200 SF	35%	45%

Revised Text /Map 08/15/02
 Revised Text/Map 7/29/2002
 Revised Text/Map 9/24/02

MINIMUM YARD REQUIREMENTS

<u>Single Family Residential District</u>	<u>Front*</u>	<u>Side</u>	<u>Rear</u>
Parcel A	*15 Feet	5 Feet	10 Feet
Parcel C	*15 Feet	5 Feet	10 Feet
Parcel D-1	*20 Feet	8 Feet	10 Feet
Parcel D-2	25 Feet	8 Feet	10 Feet

*Front entry garages shall have a minimum of a 25 foot setback as measured from the right-of-way line and side entry garages can match the front setback of each Parcel per Section 6.01.04 of the Land Development Code.

1. All single family setbacks will be measured to the eave of the residence.
2. Setbacks for lots with 5 foot side yard setbacks will be measured from the edge of the eave or overhang to the property line in order to maintain 10' of horizontal separation between structures.
3. Corner lots, which are considered two have two (2) front yards, are required only to maintain the front yard setback on the frontage where vehicle access is proposed and the second front will maintain the side yard setback distance.
4. Permitted projects into required yards, such as eaves, bay windows and projecting fireplaces, which may occupy a portion of a Building footprint, may project not more than three (3) feet into required Front and Rear Yards, three (3) feet into the Side Yards which measure a minimum of eight (8) feet in width, and two and one-half (2.5) feet into Side Yards measuring seven and one-half (7.5) feet in width. No such intrusion is permitted into the Side Yards less than seven and one-half (7.5) feet in width.
5. Per Section 5.03.03.B.1.a any residential lots which abuts a major collector or Arterial road will be required to have a 50 foot setback.

Revised Text /Map 08/15/02
 Revised Text/Map 7/29/2002
 Revised Text/Map 9/24/02

MULTI-FAMILY SETBACKS (PARCELS E & F)

P.U.D. OFF. REC.
BOOK P PAGE 647

1. The minimum setbacks are as follows:
 Front yard: 20 feet from property line
 Rear yard: 10 feet from property line.
 Side yard: 5 feet from property line, a minimum of 20 feet between buildings.

2. Setbacks are measured from the vertical surfaces of the buildings.

3. The multi-family site may contain garages that will count toward the required number of parking spaces. The garages may be grouped together in 4, 6, 8 or 10 car structures as part of the parking lot. The four (4) or six (6) car structures may be placed under the multifamily buildings so as long as the maximum allowed height is not exceeded. In cases where garages are proposed, the second parking space for that specific unit will be directly behind the garage parking space, and may be a compact parking space and will count toward the required parking. The parking requirements for the multi-family residences within Parcels E and F will be calculated at two spaces per unit. A maximum of 30% of the parking area can be designated as compact spaces. Within all multi-family development, there shall be provided two parking spaces per unit. The developer, his successor and/or assigns, of the multi-family parcels will be responsible for maintenance of the parking lots, amenities and stormwater management facilities located on these Parcels.

The parking requirements for the clubhouse facility will be a minimum of 40 parking spaces calculated based on one (1) space per 300 square feet of gross floor area. The single family residential lots will have at least two (2) off-street parking spaces per dwelling unit.

At each subdivision, multi-family parcel, recreation and clubhouse entrances there may be erected up to two signs to identify the development located on the property. These possible sign locations have been located on the master development plan map. There may be a main wall type sign to identify the overall Heritage PUD Development. All signage will conform to the St. Johns County Land Development Code Requirements. Signs may be landscaped, lighted and may be included as part of a wall or fence. All lighting will be directed toward the sign and away from roadways and homes. The maximum height of all subdivision

Revised Text /Map 08/15/02
 Revised Text/Map 7/29/2002
 Revised Text/Map 9/24/02

entry signs will be four (4) feet. The maximum square footage of the subdivision entry signs, multi-family, and clubhouse facility signage, including the face/display area of the sign structure, shall be no larger than 32 square feet each. The maximum square footage of the each main identification signage for the PUD will not exceed 100 square feet, with a maximum height of ten (10) feet.

The developer, owner or assigns may construct, at their option, a six (6) foot high fence along the entire frontage of Woodlawn Road and Delespine Street, adjacent to adjoining properties and within the Development. The location of parcel specific fencing will be shown on the Final Engineering Plans. The fence may be made of wood, PVC, concrete block, stucco, similar material or a combination of these.

No portion of the single family structures shall exceed 40 feet in height and no portion of the multi-family structures shall exceed 45 feet in height. Structures over 35' in height shall be required to have an automatic fire protection sprinkler system.

- h. A preliminary drainage plan for each of the Parcels so to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the map. Detailed drainage plans will be provided demonstrating that drainage and site development plans will be designed and constructed in accordance with the latest applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements, except for the areas where vested rights are granted, prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage and utilities shall comply with the latest applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements, except for the areas where vested rights are granted, and shall be depicted on the final plats.

The proposed site has three (3) main access points off of Woodlawn Road (150' right-of-way portion) (as depicted on Exhibit C, the Master Development Plan Map). There will be an entrance at the most eastern portion of the property off of Woodlawn Road labeled as Parcel J, and an entrance the most western portion of the project labeled as Parcel K. The applicant has agreed to work with the County to set aside the required right of way and additional area for a stormwater system in order for Woodlawn Road to be realigned, at the location reasonably agreed upon by the developers. In addition the applicant will also dedicate the required

right of way along the north property line at a location reasonably agreeable to the developer, to allow for the construction of the proposed 4 lane road (see attached Map Exhibit C) with the ultimate right of way width of 150'. The applicant is proposing to dedicate a total of approximately 13.55 acres for the realignment of Woodlawn Road. There will also be approximately 1.15 acres to be dedicated to the County for the sole purpose of stormwater management for the new Woodlawn Road realignment as labeled as Parcel N. Before dedication of these Parcels to the County, the applicant will submit impact fee agree to receive impact fee credits or any other credits allowed within the St. Johns County Codes or Regulations for the 14.70 acres, at the applicants option. Dedication of lands to St. Johns County for future right of way expansion will occur after the execution of an Impact Fee Agreement. These lands will either be dedicated by warranty deed or if the Impact Fee Agreement has been executed at the time of final platting, will be dedicated by plat, except for delays caused by or attributable to the County, or beyond the developer's control. All roadways serving the single family residences will be a two (2) lane curb and gutter 50' right of way that will meet the requirements of the applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements. The required acceleration/deceleration and left turn storage lanes will be designed, constructed and permitted per St. Johns County requirements. If at a future time, it is warranted by FDOT or St. Johns County laws and standards that a traffic signal is required to be installed at State Road 16 and Woodlawn Road, the developer shall pay its pro rata share associated with such installation.

A 5' wide concrete sidewalk will be constructed within the right of way of Woodlawn Road along the north and west property line and along both sides of the proposed realigned Woodlawn Road through the project. A 5' wide concrete sidewalk will be constructed on both sides of any roadway within the project that has a 80' wide right of way or greater and a 4' wide concrete sidewalk will be constructed on one side of the roadways with 50' right of ways. Specific locations have been depicted on the Map Exhibit "C". There will be sidewalks or access trails from Parcels C, D-1, and D-2 to the recreation area in order to provide safe pedestrian access for the residences of Parcel C. These trails will be elevated walkways and will be permitted by SJRWMD and U.S. Corp of Engineers.

The recreation facilities located in Parcel B, will be constructed by the developer. Prior to any final plat approval for the development the

Revised Text /Map 08/15/02
Revised Text/Map 7/29/2002
Revised Text/Map 9/24/02

developer will construct half of the recreation facilities identified within this parcel. The facilities to be constructed will be at a minimum: one (1) multi-purpose field, one (1) softball field, one (1) basketball court, (2) tennis courts, one (1) volleyball court, and a playground. The remainder of the facilities: one (1) multipurpose field, one (1) softball field, one (1) basketball court, two (2) tennis courts, two (2) volleyball courts will be completed prior to final plat approval in Phase 2. A twenty-five (25) foot vegetative buffer must be maintained along all portions adjacent to residential uses in this parcel. The recreation area may, at the developer's option, be fenced. If at any time this recreation area is to be lighted, the lights shall be directed away from the residential uses. The recreation facilities within Parcel B shall be for the use of residents within the Heritage PUD and their guests only.

The recreation facilities located in Parcel G, will be constructed by the developer, prior to any final plat approval for the development. The recreation area will include a multi-purpose field, two (2) tennis courts, two (2) basketball courts, a playground, and a picnic area along with the associated parking. If at any time this recreation area is to be lighted, the lights shall be directed away from residential uses. The recreation facilities within Parcel G shall be for the use of residents within the Heritage PUD and their guests only.

No common areas are to be dedicated to St. Johns County. Areas of jurisdictional wetlands to be preserved will be set aside as separate tracts and will not be disturbed. Each residential and multi-family development will be served by stormwater retention and treatment areas which are depicted on the map. Final pond sizing, drainage calculations and all easements will be submitted together with the application for final construction plan approval. All open space areas shall be dedicated to and maintained by the property owners association. Roadways within the single family residential portion will be designed and constructed per St. Johns County Standards and may be proposed for dedication to St. Johns County for ownership and maintenance at the time the roadways are platted. The interior drives and parking areas within the multi-family parcels will be privately owned and maintained by the property owners association.

Central water and sewer utilities shall be provided for the development by the City of St. Augustine. Fire protection shall be provided in accordance

with the St. Johns County Fire Department regulations. All utilities within the PUD shall be underground.

Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans, but there shall be a hydrant located every 660 feet of travel lane of all lots and buildings. The fire protection will be installed in accordance with Section 6.02.11 of the Land Development Code and must be approved by the County Fire Coordinator prior to issuance of Certificate of Occupancies for any structure to be served by the system. Fire hydrants shall be capable of providing 500 gpm for two (2) hours at 20 psi residual pressure and 1500 gpm for two (2) hours at 20 psi residual pressure if non fire retardant wooden shingles are used. Multi-family residential shall be provided with a fire hydrant system that will maintain 1,500 G.P.M. for two hours at 20 psi residual pressure, or 2,500 G.P.M. if non-fire retardant wooden shingle roofs are used. If this cannot be accomplished, then all structures will be protected with an automatic sprinkler system complying with NFPA 13. All buildings thirty-five feet (35') or higher shall have automatic fire protection sprinklers installed in accordance with NFPA 13.

All utilities within the PUD, including telephone, power, cable television, and sewer and water main lines will be installed underground. If any lighting is proposed within the recreational uses of the development, then it shall be directed away from residential and roadway uses. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facility shall comply with all applicable requirements of law, including, but not limited to, the requirements of the SJC Land Development Ordinances and all other applicable federal and state permitting requirements, except for the areas where vested rights are granted and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.

- i. Central water and sewer utilities shall be provided by the City of St. Augustine. The projected amount of water usage will be 270,900 gallons per day and the projected amount of sewer usage will be 270,900 gallons per day.

10

Revised Text /Map 08/15/02
Revised Text/Map 7/29/2002
Revised Text/Map 9/24/02

ORDINANCE BOOK 30 PAGE 18

- j. The site is currently vacant, wooded property. The site also consists mainly of planted slash pine, long leaf pine, wax myrtle and saw palmetto. Predominate soils on this site, as determined by the SCS Soil Survey of St. Johns County, are Myakka, Immokalee, and Pottsburg. These soils are described as being nearly level, somewhat poorly drained soils of Hydrologic Group B/D. Pomello fine sand and Orsino fine sand are moderately well drained nearly level to gently sloping soil of Hydrologic Group C and A, respectively. Development within this property will not impact any off-site wetland areas. The property is bounded on the east, south, and west by single family developments and on the north by roadway and vacant property.
- k. A map and chart depicting the location of upland forest and Wetland Vegetation has been provided with the PUD application.
- l. Sand pine habitat (FLUCFCS 413) and xeric oak habitat (FLUCFCS 421) have been identified within the proposed Heritage project boundaries. These habitat types can be considered elements of the greater sandhill or scrub ecosystems listed as Significant Natural Communities Habitat within the St. Johns County Land Development Code. However, the sandhill and xeric oak habitat present on the proposed Heritage project have been significantly impacted by silvicultural practices and are heavily overgrown. As indicated on the MDP and FLUCCS Code Map, the developer is preserving 10% of the 413 Sand pine Habitat which is 12.8 and 10% of the 421 Xeric Oak Habitat which is 1.9 per the LDC requirements.
- m. A Phase One Cultural Assessment has been performed and there were no archaeological sites located on the site.
- n. The developer, owner or assigns may elect to construct a landscaped berm along the property fronting Woodlawn Road and Delespine Street. There will be a 25' buffer along the east property line of Parcel E which abuts the platted lots to the east of the property. There will be a 40' buffer along the north property line of Parcels E, B and C along Woodlawn Road as shown on Exhibit C. There will be a 40' buffer along the north and west sides of Parcel A, which will be surrounded by the new aligned Woodlawn Road and new connector Road labeled as Parcel K. Parcel F will have a 45' buffer along the west, reducing to a 30' buffer along the south property lines, along with a solid privacy fence along the property line abutting the adjacent property owners. All buffers will either be a natural buffer or will be a planted buffer area, at the option of the developer, whichever of the

two will provide the ultimate screening between the development and the adjacent properties. If the buffers have to be disturbed due to grading or easement requirements, they will be replaced with planting with the same ultimate screening. The developer, at his option, may place a type of solid fence along the property line within the buffer to provide security to the development. A 25 foot non-disturbed buffer shall be provided adjacent to contiguous wetlands as well as a 25 foot building setback shall be provided from areas to be preserved as wetlands buffer areas.

- o. This PUD is not located within any of the special districts as defined in Article III of the Land Development Code.
- p. Development of the site and construction of the improvements may require temporary uses such as construction trailers, sales offices, temporary signage, or temporary access. The location of such temporary uses shall be shown on the Construction Plans. Model homes may be located on 10 % of the lots at a given time in each approved Parcel (Parcels A, C, D, E-1 and E-2) only to be used as temporary sales and model centers. The model homes will not be sold until that specific parcels subdivision site improvements have been completed and approved by St. Johns County for that specific approved Phase. Parking for the temporary sales centers will be on the residential lots that containing the use and can be made of wood chips or similar material which will be removed as those lots are sold.
- q. Residential rear setbacks shall not apply to accessory uses such as pools, pool enclosures and screen enclosures in the rear of the property, which shall be a minimum of 5' from the rear lot lines and top of banks. However no construction may occur in any area designed as a drainage easement. Air Conditioning compressors designed to serve the main structures may be located in the side yard or rear yard, but not less than 3' from the property line and bay windows may be located within 5' of the property line, unless the fire hydrants within the subdivision can provide 1500 gpm or the house has a sprinkler system to meet the requirements of NFPA 13, then the bay windows may be located within 3' of the property line.

Multi-family Parcels which may have detached garages, will adhere to the accessory uses setbacks and not to the building setbacks within the multi-family parcels.

r. The development of the Heritage PUD is scheduled to occur over a period of 10 years. Commencement shall begin within three (3) years of the approval of this Major Modification to the PUD and commencement is defined as approval of Engineering Plans for Phase I. Completion shall be defined as as-built and final acceptance by St. Johns County. Phase lines to correspond with the Phases below will be shown on the construction plans. Phases may overlap.

DESCRIPTION	PARCEL	PHASE 1	PHASE 2	PHASE 3	TOTAL
Year:		2002-2007	2004-2009	2007-2012	10 Years
Patio Homes: SFH (53')	A	60	56	-0-	116
Medium Homes: SFH (63')	C	67	68	31	166
Large Homes: SFH (75')	D-1	43	43	-0-	86
SFH (85')	D-2		42		42
Multifamily units	E/F	186	178		364
PROJECT TOTAL					774

s. The Heritage PUD will be a comprehensively planned, residential and multi-family unit project, consistent with the Comprehensive Plan designation of Residential C. The proposed development will provide residential and multi-family uses that will benefit the residents in this area. The proposed development is consistent with other residential developments within this area. This project will promote the County's development goals and provide property for County use.

The Heritage PUD conforms to the County's Land Development Code, and specifically meets the intent of Section 5.03.00 with respect to Planned Unit Development.

The planning and design of the Heritage PUD will further accomplish the following:

Revised Text /Map 08/15/02
 Revised Text/Map 7/29/2002
 Revised Text/Map 9/24/02

Permit a creative approach to the development of the land; and

Accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the Land Development Code; and

Provide for an efficient use of land, resulting in smaller networks of utilities and streets and thereby lower development costs; and

Enhance the appearance of neighborhoods through preservation of natural features, the provision of underground utilities and the provision of recreation areas and open space in excess of existing zoning and subdivision requirements; and

Provide an environment of stable character compatible with surrounding residential areas; and

Retain property values over the years.

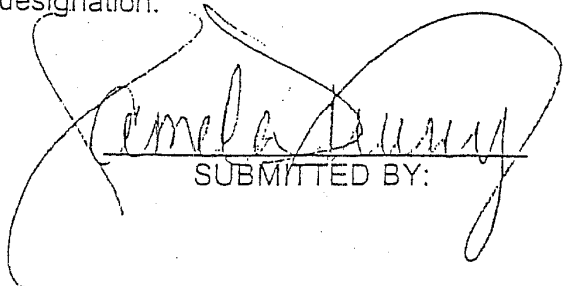
- t. The project is projected to meet the requirements of the St. Johns County Land Development Code in effect at the time of PUD approval, except for a waiver to Section 6.06.04.B.6. Since the site is heavily wooded, the developer is seeking to waive the requirement of having to place either a berm or wall along the residential property lines where the 40' buffer is required adjacent to a major collector and leave the buffer area with natural vegetation that currently exist. The developer will agree to add any additional plantings that may be necessary in areas to create the required screening of 75% opacity within a two year period, however, it is best to leave the natural vegetation and add plantings instead of clear cutting the entire 40' buffer area to add a wall or berm with new landscaping which may or may not live.

Also, a waiver to Section 5.03.02.G.2 to allow for incremental master development plan maps to be approved for Parcels E-1, E-2 and F, which shows a detail layout of the Parcel as each Parcel is to be developed. The incremental master development plan would show either the multi-family use or single family use consistent with the requirements listed in the PUD text.

- u. The Binding Letter confirming that the project does not meet the Development of Regional Impact criteria has been provided to St. Johns County. The developers of the Heritage PUD and their successors or assigns agree to proceed with the proposed development in accordance with the approved PUD ordinance and plans as per St. Johns County's Ordinances and regulations and any such conditions and safeguards as may be set by the Board of County Commissioners with respect to its approval. All detailed plans submitted for development shall be in accordance with the approved Master Development Plan Map for the Heritage PUD. Private facilities, areas and systems not operated and maintained by St. Johns County shall be the responsibility of the developers and their successors in interest. The owners of the property agree to bind any successors in title to all commitments made herein.

All on-site improvements will be constructed at the developer/owner's expense. This project will add to the County's tax base. In summary, the plan as submitted assures a quality development designed to support the County's comprehensive plan objectives.

- v. The proposed Development lies within an area designated as Residential C on the Future Land Use Map. Attached as Exhibit C, shows the boundaries between the designations and provides the total upland and wetland acres for each land use designation.



 SUBMITTED BY:

J:\02250 Heritage Park\072902text.doc

Revised Text /Map 08/15/02
 Revised Text/Map 7/29/2002
 Revised Text/Map 9/24/02

Prepared by And. L. Bardi
SOUTHEAST TITLE GROUP, INC.
Address: 11 Orange Drive
St. Augustine, FL 32084
SE Fl: 1975-4070/A.J. DARDI

OR2204PG 774

Tax Parcel L.D. #s): 073320-0000, 082550-0000

P. O. D. OFF. REC.
BOOK P PAGE 657

WARRANTY DEED

THIS WARRANTY DEED made and executed the 10th day of March, 1998 by MARGARET POPE WATSON and RICHARD O. WATSON, HER HUSBAND, whose post office address is 55 Dolphin Drive, St. Augustine, Florida, 32084, hereinafter called the Grantor, to TIDE WATER DEVELOPMENT GROUP, INC., A FLORIDA CORPORATION, whose post office address is: 55 King Street, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, viz:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 1997.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of

MARGARET POPE WATSON
Witness: MARGARET POPE WATSON

MARGARET POPE WATSON
MARGARET POPE WATSON

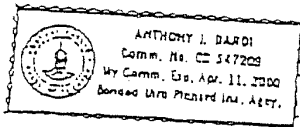
ANTHONY J. DARDI
Witness: ANTHONY J. DARDI

RICHARD O. WATSON
RICHARD O. WATSON

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARGARET POPE WATSON and RICHARD O. WATSON, HER HUSBAND, who produced the identification described below, and who acknowledged before me that they executed the foregoing instrument.

Witness my hand and official seal in the county and state aforesaid this 10th day of March, 1998.



ANTHONY J. BARDI
Notary Public
Identification Examined:
FL DL

VWDIND.DEE

Public Records St. Johns County, FL
10202 O.R. 1302 PG 1269 03:59PM 03/11/1998
Recording \$17.00 Surchage \$2.50 Doc Stamps \$16,100.00

PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 3, 51, & 57, TOWNSHIP 7 SOUTH RANGE 21 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

P. U. D. OFF. REC.
BOOK P PAGE 658

BEGIN AT THE SOUTHWEST CORNER OF SECTION 52, TOWNSHIP 7 SOUTH, RANGE 21 EAST, RUN THENCE N63°52'24"E ALONG THE NORTH LINE OF SECTION 51 A DISTANCE OF 253.24 FEET; THENCE S00°52'20"W ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 218, PAGE 134, A DISTANCE OF 418.50 FEET; THENCE RUN S42°18'08"W 112.11 FEET TO THE CENTER OF RED HOUSE BRANCH; THENCE MEANDER THE CENTER OF RED HOUSE BRANCH IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1100 FEET MORE OR LESS TO THE EXTENSION OF THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 127, PAGE 243; THENCE S01°41'25"W ALONG SAID WEST LINE A DISTANCE OF 2102 FEET MORE OR LESS TO THE SOUTH LINE OF THE DELESPRE GRANT; THENCE S73°57'21"W ALONG SAID SOUTH LINE A DISTANCE OF 576.32 FEET TO THE EAST LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 247, PAGE 231; THENCE N00°57'34"E ALONG SAID EAST LINE A DISTANCE OF 833.38 FEET TO THE NORTHERLY LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 248, PAGE 613; THENCE S73°57'21"W ALONG SAID NORTHERLY LINE A DISTANCE OF 2800.97 FEET TO THE INTERSECTION OF THE EXTENSION OF THE WEST LINE OF PONCE DE LEON HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 71; THENCE S 00°43'00"W ALONG SAID WEST LINE A DISTANCE OF 340.14 FEET TO THE CENTERLINE OF OAKLAND AVENUE; THENCE N33°37'43"W ALONG THE EXTENSION OF THE CENTERLINE OF OAKLAND AVENUE A DISTANCE OF 30 FEET TO A BOUNDARY LINE AS AGREED UPON ACCORDING TO OFFICIAL RECORDS BOOK 308, PAGE 63; THENCE N34°41'51"W ALONG SAID LINE DISTANCE OF 774.47 FEET TO THE WEST LINE OF SECTION 51; THENCE N00°33'37"E ALONG SAID LINE A DISTANCE OF 148.88 FEET; THENCE N51°52'08"E ALONG THE NORTHWESTERLY LINE OF SAID SECTION 51 A DISTANCE OF 1609.70 FEET TO THE SOUTHEASTERLY CORNER OF SECTION 57; THENCE N13°24'33"W ALONG THE SOUTH LINE OF SECTION 57 A DISTANCE OF 1710.87 FEET; THENCE N32°28'31"W ALONG THE WESTERLY LINE OF SECTION 57 A DISTANCE OF 897.81 FEET TO THE NORTHEASTERLY CORNER OF SECTION 3; THENCE S01°29'28"W ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 243.91 FEET TO THE NORTHEASTERLY MAINTAINED RIGHT OF WAY OF WOODLAWN ROAD; THENCE N32°28'31"W ALONG THE NORTHEASTERLY RIGHT OF WAY OF WOODLAWN ROAD A DISTANCE OF 2123.07 FEET TO THE POINT OF CURVATURE OF A CURVE WHOSE RADIUS AND DELTA ARE, 231.00 FEET, AND 122°54'37"; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 603.55 FEET TO THE POINT OF TANGENCY AND TO THE SOUTHERLY RIGHT OF WAY OF WOODLAWN ROAD AS RECORDED IN DEED BOOK 78, PAGE 234, SAID CURVE SUBTENDED BY A CHORD BEARING AND DISTANCE OF N25°44'28"E, AND 412.74 FEET; THENCE S44°14'52"E ALONG SAID RIGHT OF WAY A DISTANCE OF 4076.57 FEET TO THE EAST LINE OF SAID SECTION 51; THENCE S04°00'00"W A DISTANCE OF 402.01 FEET TO THE POINT OF BEGINNING.

OR2204PG 775

CONTAINING 392.56 ACRES MORE OR LESS

OR2204PG 776

EXHIBIT "A"

P. U. D. OFF. REC.
BOOK P PAGE 659

PARCEL OF LAND LYING IN SECTIONS 3, 51, & 57, TOWNSHIP 7 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 52, TOWNSHIP 7 SOUTH, RANGE 29 EAST, RUN THENCE N83°52'24"E ALONG THE NORTH LINE OF SECTION 51 A DISTANCE OF 253.35 FEET; THENCE S00°52'20"W ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 134, A DISTANCE OF 435.50 FEET; THENCE RUN S62°16'06"E 112.11 FEET TO THE CENTER OF RED HOUSE BRANCH; THENCE MEANDER THE CENTER OF RED HOUSE BRANCH IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1100 FEET MORE OR LESS TO THE EXTENSION OF THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 137, PAGE 248; THENCE S01°41'25"W ALONG SAID WEST LINE A DISTANCE OF 2102 FEET MORE OR LESS TO THE SOUTH LINE OF THE DELESPINE GRANT; THENCE S75°59'21"W ALONG SAID SOUTH LINE A DISTANCE OF 576.32 FEET TO THE EAST LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 247, PAGE 331; THENCE N00°57'54"E ALONG SAID EAST LINE A DISTANCE OF 533.38 FEET TO THE NORTHERLY LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 249, PAGE 613; THENCE S73°53'53"W ALONG SAID NORTHERLY LINE A DISTANCE OF 2800.97 FEET TO THE INTERSECTION OF THE EXTENSION OF THE WEST LINE OF PONCE DE LEON HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 73; THENCE S00°43'00"W ALONG SAID WEST LINE A DISTANCE OF 360.68 FEET TO THE CENTERLINE OF OAKLAND AVENUE; THENCE N89°37'43"W ALONG THE EXTENSION OF THE CENTERLINE OF OAKLAND AVENUE A DISTANCE OF 30 FEET TO A BOUNDARY LINE AS AGREED UPON ACCORDING TO OFFICIAL RECORDS BOOK 309, PAGE 63; THENCE N36°41'61"W ALONG SAID LINE DISTANCE OF 774.47 FEET TO THE WEST LINE OF SECTION 51; THENCE N00°33'37"E ALONG SAID LINE A DISTANCE OF 168.89 FEET; THENCE N51°62'06"E ALONG THE NORTHWESTERLY LINE OF SAID SECTION 51 A DISTANCE OF 1509.70 FEET TO THE SOUTHEASTERLY CORNER OF SECTION 57 A DISTANCE OF 1710.67 FEET; THENCE N32°26'31"W ALONG THE WESTERLY LINE OF SECTION 57 A DISTANCE OF 697.81 FEET TO THE NORTHEASTERLY CORNER OF SECTION 3; THENCE S01°29'29"W LONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 243.91 FEET TO THE NORTHEASTERLY MAINTAINED RIGHT OF WAY OF WOODLAWN ROAD. THENCE N32°26'31"W ALONG THE NORTHEASTERLY RIGHT OF WAY OF WOODLAWN ROAD A DISTANCE OF 2123.07 FEET TO THE POINT OF CURVATURE OF A CURVE WHOSE RADIUS AND DELTA ARE, 238.00 FEET, AND 122°50'39"; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 803'86 FEET TO THE POINT OF TANGENCY AND TO THE SOUTHERLY RIGHT OF WAY OF WOODLAWN ROAD AS RECORDED IN DEED BOOK 79, PAGE 238, SAID CURVE SUBTENDED BY A CHORD BEARING AND DISTANCE OF N28°68'40"E, AND 412.74 FEET ; THENCE S49°35'52"E ALONG SAID RIGHT OF WAY A DISTANCE OF 6076.97 FEET TO THE EAST LINE OF SAID SECTION 51; THENCE S94°04'00"E A DISTANCE OF 402.01 FEET

OR2204PG 777

TO THE POINT OF BEGINNING.
CONTAINING 392.55 ACRES MORE OR LESS
ACCEPTING OUT THIS PARCEL OF LAND

PROPERTY DESCRIPTION

P. U. D. OFF. REC.

BOOK P PAGE 660

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A COQUINA MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 52, THENCE RUN N 88°52'24"E, ALONG THE SOUTH LINE OF SAID SECTION 52, (BEING ALSO THE NORTH LINE OF SECTION 51), A DISTANCE OF 263.35 FEET; THENCE 800°52'20"W, 501.93 FEET TO THE POINT OF BEGINNING; THENCE N75°45'36"E, 563.23 FEET, BEING THE SAME LINE AS SETFORTH IN OFFICIAL RECORDS BOOK 216, PAGE 134, AND CLAIMED BY DIANE AND GERALD MILLS, TO THE WESTERLY RIGHT OF WAY OF LEWIS SPEEDWAY (COUNTY ROAD 16-A); THENCE BY CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1960.08 FEET, RUN 83°50'54"E, 20.73 FEET (BEING THE CHORD BEARING AND DISTANCE); THENCE S51°50'52"W, 10.00 FEET; THENCE BY CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1970.08 FEET, RUN S40°23'36"E, 154.25 FEET (BEING THE CHORD BEARING AND DISTANCE); THENCE N47°21'38"E, 10.00 FEET; THENCE S42°38'22"E, 615.83 FEET, RUN S38°28'26"E, 269.21 FEET, (BEING THE CHORD BEARING AND DISTANCE); THENCE 834°17'35"E, 10.98 FEET; THENCE 801°34'19"E, 98.53 FEET; THENCE N88°24'34"W, 1174.35 FEET; THENCE N01°41'25"E, 688 FEET MORE OR LESS TO THE CENTER OF RED HOUSE BRANCH; THENCE N65°00'15"W, 108.25 FEET TO THE POINT OF BEGINNING, CONTAINING 16.71 ACRES.

WOODLAWNHERITAGEGLDES.WPD

OR2204PG 778

P. U. D. OFF. REC. BOOK P PAGE 661

Owner's Authorization For Agent

Taylor & White is hereby authorized TO ACT ON BEHALF OF Idlewater Development the owner(s) of those lands described within the the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to St. Johns County, Florida, for an application related to a Development Permit or other action pursuant to a:

- Rezoning / Modification
- Zoning Variance
- Appeal
- Concurrency
- Special Use Permit
- Non-Zoning Variance
- Overlay District Review
- Other

BY: Charles K Smith President
Signature of Owner
Charles K. Smith
Print Name

Signature of Owner
Print Name

(904) 808-9977
Telephone Number

State of Florida
County of St. Johns

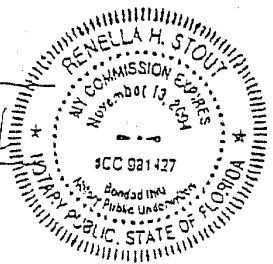
Signed and sworn before me on this July 24 day of, 2000.
By Charles K. Smith

Identification verified: Known to me

Oath sworn: Yes No

Ronella Stout
Notary Signature

My Commission expires: 11-13-04



March 22, 2001

24-5

ORDINANCE BOOK 30 PAGE 28

OR2204PG 779



FILE COP

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

June 19, 2001

P. U. D. OFF. REC.
BOOK P PAGE 662

Ms. Babbette L. Ashley, Esq.
Holland & Knight LLP
50 N. Laura Street #3900
Jacksonville, Florida 32202

RE: Binding Letter of Interpretation for Development of Regional Impact (DRI) Status; Binding Letter of Interpretation for Heritage Project (St Johns County), DCA File No. BLID-401-006
Final Order No. DCA01-BL-088

Dear Ms. Ashley:

We have evaluated your application for a Binding Letter of Interpretation of Development of Regional Impact (DRI) status dated January 30, 2001, and received on January 31, 2001, along with subsequent submittals dated March 21, 2001 and April 27, 2001. Based on the information contained in the application and other information obtained during review of the development, we enter the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

1. The applicant is Ms. Babette L. Ashley, Esq., of Holland and Knight, LLP, authorized agent for Tidewater Development Group, Inc. (Tidewater).
2. The application submitted by Tidewater proposes a project called The Heritage located in unincorporated St Johns County, west of Lewis Speedway and south of Woodlawn Road (See Attachment 1).
3. The subject property includes 392.55 acres of Planned Unit Development (PUD) consisting of 102.63 acres of single-family residential, 50.30 acres of multi-family residential, 19.81 acres of recreation, 168.59 acres of golf-course, 7.32 acres of reserved access, 27.76 acres of preserved wetlands, and 15.89 acres of reserved stormwater and roadway dedications (See Attachment

ORDINANCE BOOK 35

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0791
Internet address: <http://www.dca.state.fl.us>

OR2204PG 780

Ms. Babbette L. Ashley, Esq.
 June 19, 2001
 Page 2

P. U. D. OFF. REC.
 BOOK P PAGE 663

2). The project will contain 774 residential units built in three phases over 10 years consisting of 367 units in Phase IA (2001-2005), 380 units in Phase IB (2002-2007) and 27 units in Phase IC (2005-2010).

4. The Heritage has applied for and received from St Johns County a Certificate of Concurrence for 367 units, staff approval for concurrence for the remaining 407 units. The Heritage has also obtained a PUD rezoning for a total of 774 residential units from St Johns County. The Heritage has also applied for an environmental resource permit from the St Johns River Water Management District as of March 1, 2001.

5. Ownership of the land on which the Heritage is proposed to be developed is held in fee simple ownership by the Tidewater Development Group, Inc. The shareholders of Tidewater Development Group, Inc., are Michael Hefferon (50% ownership interest) and Charles Kelly Smith (50% ownership interest).

6. The applicant and its shareholders have various interests in several parcels in the vicinity of the Heritage PUD parcel (see Map Attachment 3). The Heritage is identified as Parcel 1. The remaining parcels are identified as parcels 2 through 8, and are described as follows:

a) Parcel 2: This parcel consists of 197.53 acres located north of Woodlawn Road and west of Old Lewis Speedway immediately adjacent to and north of Parcel 1. Parcel 2 is an undeveloped, unimproved parcel of land. The fee simple owner of the parcel is Legacy Place, LLC, a Florida Limited Liability company. The principal shareholder in Legacy Place, LLC, is Mr. Robert Graubard as evidenced by the most recent Department of State Uniform Business Report. The Tidewater Development Group, Inc., (owner of the Heritage parcel) holds a second mortgage on the property as security for repayment of its loan to the purchaser but does not retain development control. No current development plans have been prepared or submitted to any governmental agency for review relating to parcel 2. The applicant indicates the intent of the current owner is to develop the property as a retirement community.

b) Parcel 3: This parcel consists of 16.98 acres situated adjacent to and east of the Heritage (Parcel 1). Parcel 3 is an undeveloped, unimproved parcel of land. The owner of the parcel is North Florida Commerce Center, LLC, a Florida limited liability company. The principal shareholder of North Florida Commerce Center, LLC, is Robert Graubard as evidenced by the most recent Department of State Uniform Business Report. The information indicates that no development plans have been submitted to any governmental agency for review relating to parcel 3.

c) Parcel 4: This parcel consists of 33.52 acres located east of Lewis Speedway and south of Woodlawn Road within 1/2 mile of the Heritage (Parcel 1). The Parcel is located within the City of St Augustine. Parcel 4 is an undeveloped, unimproved parcel of land but has recently received authorization from the City of St Augustine to allow a 94 unit subdivision. The Parcel is owned by Old Sebastian LLC, a Florida limited liability corporation, of which Mr. Robert Graubard is the principal shareholder as evidenced by the most recent Department of State Uniform Business Report.

OR2204PG 781

Ms. Babbette L. Ashley, Esq.
 June 19, 2001
 Page 3

P. U. D. OFF. REC.
 BOOK P PAGE 664

d) Parcel 5: This parcel consists of 800 acres located along Stratton Road, approximately ½ mile west of the Heritage (Parcel 1). Parcel 5 is an undeveloped, unimproved parcel of land. The fee simple owner of the Parcel is West Augustine Land Co., a Florida corporation. The principal shareholders of this corporation are Mr. Joseph Gerlak, Mr. Ron Miller, and Ms. Joyce Gerlak as evidenced by the most recent Department of State Uniform Business Report. The information indicates that no development plans have been submitted to any governmental agency for review relating to Parcel 5.

e) Parcel 6: This parcel consists of 1 acre located at CR 900 and State Road 16, at the northwest corner of Woodlawn Road and State Road 16. The Parcel is within ½ mile of the Heritage (Parcel 1). An unoccupied single-family residence is currently located on Parcel 6. The developer sought and was denied approval by St Johns County for a "Biggun Mart/Gas N' Go" service station. No evidence of any other development plans have been submitted. The fee simple owner is Woodlawn Partners, LLC, a Florida limited liability corporation. The principal shareholders of the Woodlawn Properties, LLC, corporation are Joseph P. Finnegan (20% ownership interest), Margaret H. Finnegan (20% ownership interest), Dermut J. Koehane (20% ownership interest), Michael J. Hefferon (20% ownership interest), and Charles Kelly Smith (20% ownership interest) as evidenced by the most recent Department of State Uniform Business Report.

f) Parcel 7: This parcel consists of a 75 acre property located on State Road 16 approximately 2 miles southwest of the Heritage (Parcel 1). The property is undeveloped and according to information in the application is currently being marketed for sale. The property is owned by West Park Center, LLC, whose principal shareholders are Mr. Wallace Devlin, Sr., Mr. Wallace Devlin, Jr., Mr. Michael Hefferon, and Mr. Kelly Smith as evidenced by the most recent Department of State Uniform Business Report.

g) Parcel 8: This Parcel consists of 1 acre at the intersection of Lewis Speedway and State Road 16 in St. Augustine, Florida within ½ mile southeast of the Heritage (Parcel 1). The property contains 8,000 square feet of office space which is currently leased to tenants. The existing development was initiated and completed by a previous owner. The current fee simple owner is Coastal Atlantic Commercial Properties Group I, LLC (Coastal Atlantic), a Florida Limited liability company. The principal shareholders are Michael J. Hefferon (50% ownership interest) and Charles Kelly Smith (50% ownership interest) as evidenced by the most recent Department of State Uniform Business Report.

7. Other information was provided regarding the 1999 "Legends" development and marketing proposal. The proposal covered approximately a 3 mile corridor along SR.16. The conceptual area included Parcels 1, 2, 5 and 6. According to the application, Tidewater Development Group, Inc., had a contract at the time to purchase Parcel 5 from the West Augustine Land Company, and a contract with Lorrington Development Group, Inc., to permit the Legends development (Lorrington owned certain rights/licensing to the "Legends" concept). The applicant has provided information and evidence indicating that these contracts have been terminated and this plan has been abandoned for this location due to numerous factors. The applicant indicates the Lorrington Development Group, Inc., is seeking other locations for the "Legends" development.

Ms. Babbette L. Ashley, Esq.
 June 19, 2001
 Page 4

OR2204PG 782

P. U. D. OFF. REC.
 BOOK P PAGE 665

8. The applicant in concert with St Johns County is requesting a determination of the aggregability of the Heritage (Parcel 1) with other parcels that are held in Florida limited liability corporations having common owners, pursuant to Section 380.0651(4), F.S., and a determination of whether or not the Heritage (Parcel 1) is required to undergo DRI review.

Aggregation:

9. The applicant has requested a determination of aggregability of the Heritage (Parcel 1) as described in Findings of Fact 2 and 3 above, with other Parcels as identified in Finding of Fact 6 above.

Subsection 380.0651(4), F.S., states that two or more developments shall be treated as a single development when they are determined to be part of a unified plan of development and are physically proximate to one another. Pursuant to Rule 9J-2.0275, Florida Administrative Code, a development is considered physically proximate when located no more than 1/2 mile apart in areas that are not designated as urbanized or when separated by a property contiguous to the development which is owned or controlled by the same person or entity as long as the distance does not exceed two miles.

The criteria of at least two of the following subparagraphs must be met in order for the Department to determine that there is a unified plan of development:

- a.
 1. The same person has retained or shared control of the developments; or
 2. The same person has ownership or significant legal or equitable interest in the development; or
 3. There is common management of the developments controlling the form or physical development or disposition of parcels of development.
- b. There is a reasonable closeness in time between the completion of 80 percent or less of one development and the submission to a governmental agency of a master plan or series of plans or drawings for the other development which is indicative of a common development effort.
- c. A master plan or series of plans or drawings exists covering the developments sought to be aggregated which have been submitted to a local general-purpose government, water management district, the Florida Department of Environmental Protection, or the Division of Florida Land Sales, Condominiums, and Mobile Homes for authorization to commence development. The existence or implementation of a utility's master utility plan required by the Public Service Commission or general-purpose local government or a master drainage plan shall not be the sole determinant of the existence of a master plan.
- d. The voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated, except that which was implemented because it was required by a local general-purpose

Ms. Babbette L. Ashley, Esq.
June 19, 2001
Page 5

OR2204 PG 783

P. U. D. OFF. REC.
BOOK P PAGE 666

government; water management district; the Department of Environmental Protection; the Division of Florida Land Sales, Condominiums; and Mobile Homes; or the Public Service Commission.

- e. There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

Subsection 380.0651(4)(a)-(e), F.S.

10. Parcels 2 through 8, with regard to Parcel 1, relate to the criteria described in Aggregation Fact number 9 as follows:

a) Parcels 2, 3, 4, and 5: Based on Finding of Fact 6.a., 6.b., 6.c. 6.d, these parcels are physically proximate to the Heritage (Parcel 1). However, these parcels do not meet any of the other criteria for aggregation with the Heritage (Parcel 1), as set forth in Chapter 380.0651(4); F.S.

b) Parcel 6: Based on Finding of Fact 6.e, this parcel is physically proximate to the Heritage (Parcel 1). Mr. Michael Hefferon and Mr. Charles Smith, the only shareholders in the Tidewater Development Group, Inc., retain 40% of the ownership interest in Parcel 6, which is ownership or a significant legal or equitable interest pursuant to Section 380.0651(4)(a)2, F.S. However, there is no substantial evidence indicating the parcel meets other aggregation criteria. Therefore, Parcel 6 does not meet the criteria for aggregation with the Heritage (Parcel 1) as set forth in Chapter 380.0651(4), F.S.

c) Parcel 7: Based on Finding of Fact 6.f., there is no evidence this parcel meets any of the aggregation criteria. Parcel 7 is more than 1/2 mile from the Heritage (Parcel 1). Mr. Michael Hefferon, one of the two shareholders in the Tidewater Development Group, Inc., appears to have a 20% ownership interest in Parcel 7, which is not considered ownership or a significant legal or equitable interest pursuant to Section 380.0651(4)(a)2, F.S. Therefore, the Parcel 7 does not meet the criteria for aggregation with the Heritage (Parcel 1) as set forth in Chapter 380.0651(4), F.S.

d) Parcel 8: Based on Finding of Fact 6.g, Parcel 8 is within 1/2 mile of the Heritage (Parcel 1). The only shareholders in the Tidewater Development Group, Inc., Mr. Michael Hefferon and Mr. Charles Smith retain 100% of the ownership interest in Parcel 8 which is ownership or a significant legal interest pursuant to Section 380.0651(4)(a)2, F.S. However, there is no substantial evidence indicating the parcel meets any other aggregation criteria. Therefore, Parcel 8 does not meet the criteria for aggregation with the Heritage (Parcel 1) as set forth in Chapter 380.0651(4), F.S.

11. Although the Heritage (Parcel 1) is physically proximate to several parcels described above, the aggregation criteria have not been met because a unified plan of Development has not been demonstrated for any of the described parcels.

Ms. Babbette L. Ashley, Esq.

June 19, 2001

Page 6

OR2204PG 784

P. U. D. OFF. REC.
BOOK P PAGE 667

DRI:

12. The applicant has requested a determination of Development of regional impact status with respect to the Heritage PUD. Section 380.06(2)(c), F.S., states that the Department shall apply the guidelines and standards that were in effect when the developer received authorization to commence Development from the local government of jurisdiction.

13. Section 380.06(2)(d), F.S., and Rule 28-24.014(11), Florida Administrative Code (F.A.C.), provide that a Development that received authorization to commence Development after October 1, 1985, which is at or below 80 percent of all numerical thresholds in the applicable guidelines and standards shall not be required to undergo DRI review; a Development that is between 80 and 100 percent of any numerical threshold is presumed not to be required to undergo DRI review; a Development at 100 percent or between 100 and 120 percent of any numerical threshold is presumed to be required to undergo DRI review; and a Development that is at or above 120 percent of any numerical threshold shall be required to undergo DRI review.

14. The applicant has not yet received final authorization from the local government to commence development of the proposed project. Based on Rule 28-24.014(1), F.A.C., the applicable guidelines and standards for determining whether this project shall undergo DRI review are set forth in Rule 28-24.023, F.A.C. (Residential).

15. Rule 28-24.023, F.A.C., provides that the DRI threshold for residential Development for St Johns County is 1000 residential units. The Heritage Project with 774 units on 392.55 acres is 77.4% of the residential threshold. Therefore, based on the residential threshold, the Heritage Project is not required to undergo DRI review.

16. On February 16, 2001, a notice of your request for a Binding Letter of Interpretation was published in the Florida Administrative Weekly. In addition, the Northeast Florida Regional Planning Council and St Johns County were notified of the publication.

CONCLUSIONS OF LAW

1. Based on Findings of Fact 6, 10, and 11 above, there is no evidence that the Heritage PUD (Parcel 1) and any of the Parcels 2 through 8 are part of a unified plan of Development pursuant to Section 380.0651(4), F.S. Therefore, the Department concludes that the Heritage Project (Parcel 1) and Parcels 2 through 8 shall not be aggregated for the purposes of Development of Regional Impact review.

2. Based on Findings of Fact 2, 3, 13, and 15 above, the Heritage PUD (Parcel 1) consisting of 774 residential units on 392.55 acres in St Johns County is less than 80% of the applicable DRI threshold for residential Development contained in Rule 28-24.023, F.A.C. Therefore, the Department concludes the Heritage PUD (Parcel 1) is not required to undergo Development of Regional Impact review pursuant to Section 380.06(2)(d), F.S.

Ms. Babbette L. Ashley, Esq.
June 19, 2001
Page 7

OR2204PG 785

P.U.D. OFF. REC.
BOOK P PAGE 668

ORDER

1. The Heritage PUD (Parcel 1), as described above, is not required to comply with the review requirements of Section 380.06, F.S.

2. The proposed Development evaluated in this binding letter shall be considered cumulatively with any future additional Development in terms of the guidelines and standards contained in Chapter 28-24, F.A.C., and Section 380.0651, F.S., and its associated regional impacts. Should any of the above representations made by the applicant substantially change, further review of the project may be required. For example, should the ownership of any of the proximate parcels change or should a unified plan for any Parcels 2 through 8 (or other parcels), such as the "Legends" plan be resurrected; or if the current plan is revised to increase the number of units, further review of this project's DRI status may be required.

3. This binding letter of interpretation shall expire and become void on June 19, 2004 unless the plan of Development has been substantially commenced by this date. This date may be extended by mutual agreement of the Department, the local government of jurisdiction, and the applicant. The applicant is also notified of certain rights available under provisions in Rule 9J-2.016, F.A.C. (See Attachment 4).

This determination does not obviate the need to comply with all other applicable state or local government permitting procedures. Any questions regarding this determination may be directed to Susan Poplin, AICP, Planning Manager, in the Bureau of Local Planning at 850/487-4545.

Sincerely yours,

J. Thomas Beck, Director
Division of Community Planning

TB/sp

- att: Attachment 1 - Location Map
- Attachment 2 - Master Plan
- Attachment 3 - Parcel Map
- Attachment 4 - Notice of Rights

- cc: Mr. Ed Lehman, Northeast Florida Regional Planning Council
- Mr. Scott Clem, Planning Director, St Johns County

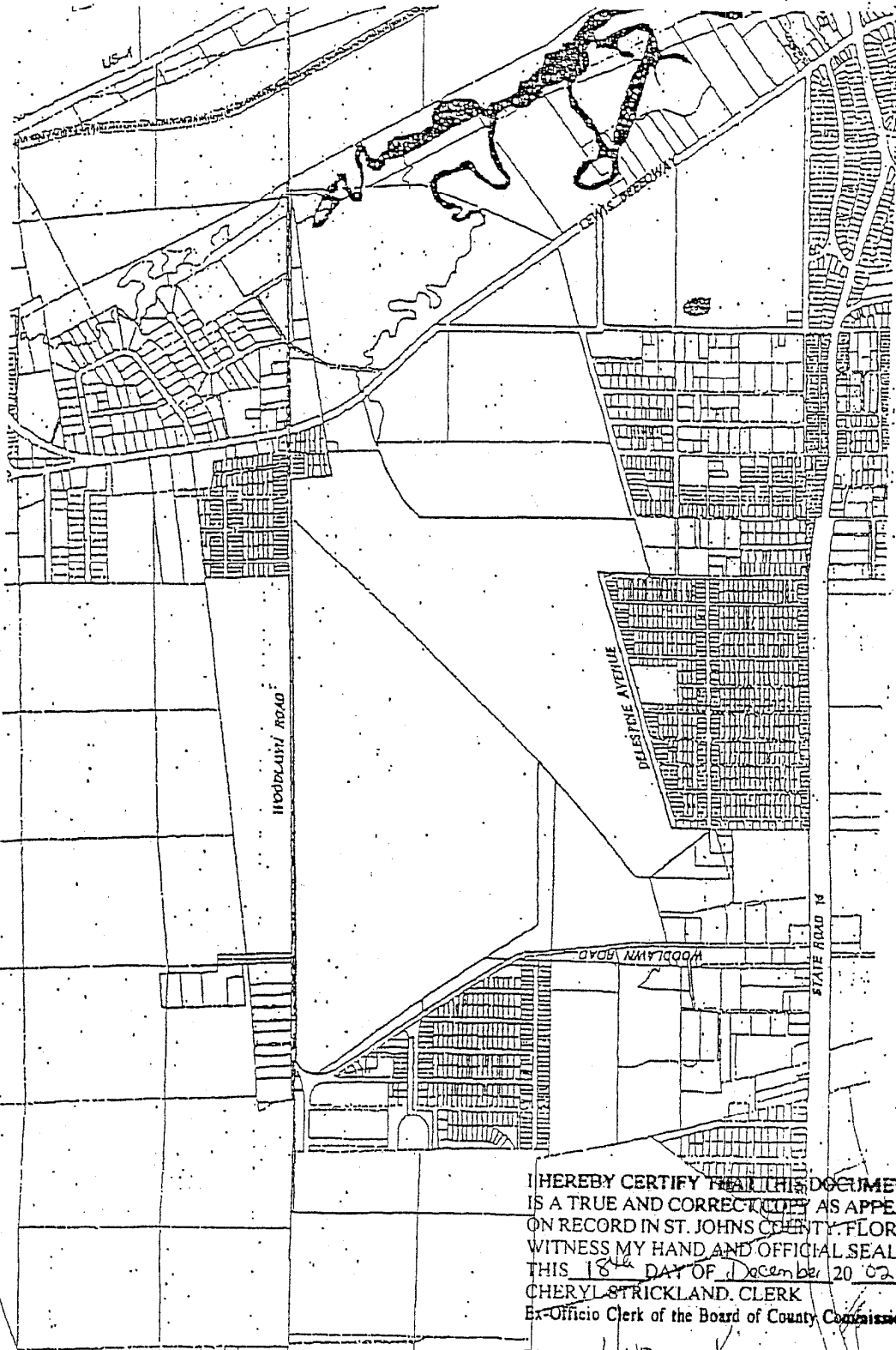
FILED AND RECORDED
FILED in the office of the designated
Agent for the purpose of which is hereby
acknowledged

Melissa S. Jones 6/18/01
Date

OR2204PG 786

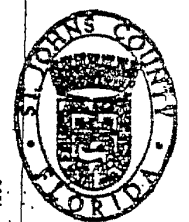
P.L.D. OFF. REC.
BOOK P PAGE 669

Exhibit 2



FILED AND RECORDED
PUBLIC RECORDS
ST. JOHNS COUNTY
02 DEC 19 PM 3:
CHERYL STRICKLAND
CLERK OF COURTS

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 18th DAY OF December 20 02.
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners



BY: *W. Wood*

D.C. 1003
SCALE 1" = 100'

OR2204PG 787

ORDINANCE NUMBER: 2000-4

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM PRESENT ZONING CLASSIFICATION OF OPEN RURAL TO PLANNED UNIT DEVELOPMENT (PUD); TO BE KNOWN AS HERITAGE PROVIDING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

P. U. D. OFF. REC.
BOOK N PAGE 598

WHEREAS, the subject 392 acres, whose legal description is attached as Exhibit A, is designated in the St. Johns County Comprehensive Plan as Residential C allowing for residential and golf course development;

WHEREAS, the proposed development is consistent with the St. Johns County Zoning Code and other development in the vicinity of subject property;

WHEREAS, the proposed development will allow for the provision of residential opportunities for persons who live or work in this portion of St. Johns County;

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

SECTION 1. That as requested by Woodlawn Properties, L.L.C. in an application with supporting documents for zoning change for the Heritage, dated February 16, 1999 (hereinafter, the PUD application), the zoning classification of the land described on the attached Exhibit "A" is hereby changed from Planned Unit Development (PUD) to Planned Unit Development (PUD) subject to the hereinafter noted conditions. Supporting documents, which are attached and incorporated herein by reference, are as follows:

- Exhibits: A Legal Description
- B Narrative Plan Description
- C Master Plan Map

SECTION 2. That development of the lands within the Heritage shall proceed in accordance with the PUD Application dated February 16, 1999 and supporting documents, and as supplemented by the provisions of this Ordinance. In the case of conflict between the Application or supporting documents and the below described provisions of this Ordinance, the below described provisions shall prevail.

Ordinance Book 24 Page 126

OR2204PG 788

P. U. D. OFF. REC.
BOOK N PAGE 599

SECTION 3. Heritage consists of 392 acres. Development may include up to a maximum of 774 residential units and an 18 hole golf course with amenities. Allowable uses, phasing and setback requirements are specified in the Narrative Plan Description, attached hereto as Exhibit B, which also includes the Owner's Commitment to the PUD Ordinance and Conditions.

SECTION 4. The Board of County Commissioners finds as follows: 1) The need and justification for the requested change has been considered as required by Section 11-10-4 of the Zoning Code; 2) The rezoning is consistent with the goals, policies and objectives of the Comprehensive Plan and the Comprehensive Plan Land Use Map; and 3) The proposed development meets the objectives of Article 8 of the Zoning Ordinance authorizing PUD's. The Intent in Article 8.1 of the Zoning Code is satisfied. The conditions in Article 8-2-3 of the Zoning Code are also satisfied as follows:

- a. The proposed PUD does not adversely affect the orderly development of St. Johns County as embodied in the Zoning Ordinance and in any comprehensive plan or portion thereof adopted by the St. Johns County Board of County Commissioners;
- b. The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the natural environment, development of adjacent properties, or the general neighborhood;
- c. The proposed PUD will accomplish the objectives, standards and criteria of the Zoning Ordinance;

SECTION 5. Except to the extent that they differ from or conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including, without limitation any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development except modification to approved development plans by variance or exception shall be prohibited.

SECTION 6. The Applicant and/or Assigns has attached a Master Plan for said Planned Unit Development in accordance with St. Johns County Zoning Code, attached hereto as Exhibit C, Master Plan Map. Development within this PUD will be required to obtain construction approval by the St. Johns County Development Review Committee (DRC) in conformance with the approved Master Plan.

Ordinance Book 24 Page 127

SECTION 7. Development of this PUD is subject to the following conditions:

- a. Central water and sewer shall be provided for in all phases of the proposed development by City of St. Augustine.

SECTION 8. The St. Johns County Building Department is hereby authorized to issue building permits, certificates, and other documents authorizing construction of said Planned Unit Development in accordance with the construction plans after approval pursuant to the zoning code and all other applicable County Ordinances.

SECTION 9. This Ordinance shall take effect immediately upon receipt of by the Secretary of State.

SECTION 10. This Ordinance shall be recorded by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in the official records of St. Johns County, Florida, and indexed under the name of the property owner listed in Section 1 hereof.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS 18th DAY OF January 2000.

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

BY: James E. Bryant
ITS CHAIR

ATTEST: CHERYL STRICKLAND, CLERK

By: Alicia J. DeGrande
DEPUTY CLERK

EFFECTIVE DATE: 01-25-2000

Ordinance Book 24 Page 128

OR2204PG 790

PARCEL OF LAND LYING IN SECTIONS 3, 51, & 57, TOWNSHIP 7 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 52, TOWNSHIP 7 SOUTH, RANGE 29 EAST, RUN THENCE N83°52'24"E ALONG THE NORTH LINE OF SECTION 51 A DISTANCE OF 253.35 FEET; THENCE S00°52'20"W ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 134, A DISTANCE OF 435.50 FEET; THENCE RUN S62°16'06"E 112.11 FEET TO THE CENTER OF RED HOUSE BRANCH; THENCE MEANDER THE CENTER OF RED HOUSE BRANCH IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1100 FEET MORE OR LESS TO THE EXTENSION OF THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 137, PAGE 248; THENCE S01°41'25"W ALONG SAID WEST LINE A DISTANCE OF 2102 FEET MORE OR LESS TO THE SOUTH LINE OF THE DELESPINE GRANT; THENCE S75°59'21"W ALONG SAID SOUTH LINE A DISTANCE OF 576.32 FEET TO THE EAST LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 247, PAGE 331; THENCE N00°57'54"E ALONG SAID EAST LINE A DISTANCE OF 533.38 FEET TO THE NORTHERLY LINE OF AN EASEMENT AS DESCRIBED IN DEED BOOK 249, PAGE 613; THENCE S73°53'53"W ALONG SAID NORTHERLY LINE A DISTANCE OF 2800.97 FEET TO THE INTERSECTION OF THE EXTENSION OF THE WEST LINE OF PONCE DE LEON HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 73; THENCE S00°43'00"W ALONG SAID WEST LINE A DISTANCE OF 360.68 FEET TO THE CENTERLINE OF OAKLAND AVENUE; THENCE N89°37'43"W ALONG THE EXTENSION OF THE CENTERLINE OF OAKLAND AVENUE A DISTANCE OF 30 FEET TO A BOUNDARY LINE AS AGREED UPON ACCORDING TO OFFICIAL RECORDS BOOK 309, PAGE 63; THENCE N36°41'61"W ALONG SAID LINE DISTANCE OF 774.47 FEET TO THE WEST LINE OF SECTION 51; THENCE N00°33'37"E ALONG SAID LINE A DISTANCE OF 168.89 FEET; THENCE N51°62'06"E ALONG THE NORTHWESTERLY LINE OF SAID SECTION 51 A DISTANCE OF 1509.70 FEET TO THE SOUTHEASTERLY CORNER OF SECTION 57 A DISTANCE OF 1710.67 FEET; THENCE N32°26'31"W ALONG THE WESTERLY LINE OF SECTION 57 A DISTANCE OF 697.81 FEET TO THE NORTHEASTERLY CORNER OF SECTION 3; THENCE S01°29'29"W LONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 243.91 FEET TO THE NORTHEASTERLY MAINTAINED RIGHT OF WAY OF WOODLAWN ROAD. THENCE N32°26'31"W ALONG THE NORTHEASTERLY RIGHT OF WAY OF WOODLAWN ROAD A DISTANCE OF 2123.07 FEET TO THE POINT OF CURVATURE OF A CURVE WHOSE RADIUS AND DELTA ARE, 238.00 FEET, AND 122°50'39"; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 803'86 FEET TO THE POINT OF TANGENCY AND TO THE SOUTHERLY RIGHT OF WAY OF WOODLAWN ROAD AS RECORDED IN DEED BOOK 79, PAGE 238, SAID CURVE SUBTENDED BY A CHORD BEARING AND DISTANCE OF N28°68'40"E, AND 412.74 FEET ; THENCE S49°35'52"E ALONG SAID RIGHT OF WAY A DISTANCE OF 6076.97 FEET TO THE EAST LINE OF SAID SECTION 51; THENCE S94°04'00"E A DISTANCE OF 402.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 392.55 ACRES MORE OR LESS

ORDINANCE BOOK 24 PAGE 129

ACCEPTING OUT THIS PARCEL OF LAND

PROPERTY DESCRIPTION

P. U. D. OFF. REC.
BOOK N PAGE 602

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A COQUINA MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 52, THENCE RUN N 88°52'24"E, ALONG THE SOUTH LINE OF SAID SECTION 52, (BEING ALSO THE NORTH LINE OF SECTION 51), A DISTANCE OF 263.35 FEET; THENCE 800°52'20"W, 501.93 FEET TO THE POINT OF BEGINNING; THENCE N75°45'36"E, 563.23 FEET, BEING THE SAME LINE AS SET FORTH IN OFFICIAL RECORDS BOOK 216, PAGE 134, AND CLAIMED BY DIANE AND GERALD MILLS, TO THE WESTERLY RIGHT OF WAY OF LEWIS SPEEDWAY (COUNTY ROAD 16-A); THENCE BY CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1960.08 FEET, RUN 837°50'54"E, 20.73 FEET (BEING THE CHORD BEARING AND DISTANCE); THENCE S51°50'52"W, 10.00 FEET; THENCE BY CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1970.08 FEET, RUN S40°23'36"E, 154.25 FEET (BEING THE CHORD BEARING AND DISTANCE); THENCE N47°21'38"E, 10.00 FEET; THENCE S42°38'22"E, 615.83 FEET, RUN S38°28'26"E, 269.21 FEET, (BEING THE CHORD BEARING AND DISTANCE); THENCE 834°17'35"E, 10.98 FEET; THENCE 801°34'19"E, 98.53 FEET; THENCE N88°24'34"W, 1174.35 FEET; THENCE N01°41'25"E, 688 FEET MORE OR LESS TO THE CENTER OF RED HOUSE BRANCH; THENCE N65°00'15"W, 108.25 FEET TO THE POINT OF BEGINNING, CONTAINING 16.71 ACRES.

WOODLAWNHHERITAGE\GLDES.WPD

ORDINANCE BOOK 24 PAGE 130

OR2204PG 792

EXHIBIT "B" TO ORDINANCE

HERITAGE

INTRODUCTION

P. U. D. OFF. REC.
BOOK N PAGE 603

The Heritage site consists of approximately 392 acres and is located on the south side of Woodlawn Road, north of Delespine Avenue and west of Lewis Speedway. The legal description is included as Exhibit A to the Ordinance. Location is shown on Exhibit C, Master Plan Map.

This site is within the Residential C on the St. Johns County Future Land Use Map. The site is currently zoned OR (Open Rural).

The proposed residential and golf course development is consistent with the Comprehensive Plan designation. Exhibit "C", The Master Plan Map shows the proposed uses for the ultimate development of the property. However, some adjustments in the proposed layout may occur within the Parcels and Golf Course areas to accomodate any additional drainage areas for the stormwater system required for the four laning of Woodlawn Road. As the project is developed, site plan and construction plan approval will be required by St. Johns County.

The total acreage within the Residential C is 392 acres. There are approximately 27.76 acres of wetlands within the Residential C Area. The residential C developable (392 acres - 27.76 acres of wetlands = 364.24 acres) at four units per acre allows a maximum of 1456 units and we are proposing a maximum build out of 774 units. A Binding Letter confirming that the project does not meet the Development of Regional Impact criteria shall be provided to St. Johns County prior to approval of Construction plans.

ON-SITE CHARACTERISTICS

The site is currently vacant, wooded property. The site also consists mainly of planted slash pine, long leaf pine, wax myrtle and saw palmetto. Predominate soils on this site, as determined by the SCS Soil Survey of St. Johns County, are Myakka, Immokalee, and Pottsburg. These soils are described as being nearly level, somewhat poorly drained soils of Hydrologic Group B/D. Pomello fine sand and Orsino fine sand are moderately well drained nearly level to gently sloping soil of Hydrologic Group C and A, respectively. A Phase One Cultural Assessment will be performed in the event that any archaeological site as listed within the State Master Site files is located on the site.

OFF-SITE CHARACTERISTICS

P. U. D. OFF. REC.
BOOK N PAGE 604

Development within this property will not impact any off-site wetland areas. The property is bounded on the east, south, and west by single family developments and on the north by roadway and vacant property.

ZONING AND COMPREHENSIVE PLAN

The Heritage PUD conforms to the County's Zoning Code, and specifically meets the intent of Article 8 with respect to Planned Unit Development.

The planning and design of the Heritage PUD will further accomplish the following:

- Permit a creative approach to the development of the land; and
- Accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the Zoning Ordinance; and
- Provide for an efficient use of land, resulting in smaller networks of utilities and streets and thereby lower development costs; and
- Enhance the appearance of neighborhoods through preservation of natural features, the provision of underground utilities and the provision of recreation areas and open space in excess of existing zoning and subdivision requirements; and
- Provide an environment of stable character compatible with surrounding residential areas; and
- Retain property values over the years.

Central water and sewer utilities shall be provided for the development by the City of St. Augustine. Fire protection shall be provided in accordance with the St. Johns County Fire Department regulations. All utilities within the PUD shall be underground.

Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans, but there shall be a hydrant within 500' of all lots and buildings. The fire hydrants to be installed pursuant to this PUD shall meet County standards and must be approved by the County Fire Coordinator prior to issuance of Certificate of Occupancies for any structure to be served by such hydrants. Fire hydrants shall be capable of providing 500 gpm for two (2) hours at 20 psi residual pressure and 1000 gpm for two (2) hours at 20 psi residual pressure if non fire retardant wooden shingles are used. Multi-family residential shall be provided with a fire hydrant system that will maintain 1,500 G.P.M. for two hours at 20 psi residual pressure, or 2,000 G.P.M. if non-fire retardant wooden shingle roofs are used. If this cannot be accomplished, then all structures will be protected with an automatic sprinkler system complying with NFPA 13. All buildings thirty-five feet (35') or higher shall have automatic fire protection sprinklers installed in accordance with NFPA 13.

The developer has agreed that as soon as either St. Johns County or The City of St. Augustine has reclaimed water available for the irrigation of the golf course and landscaping the developer will agree to connect. To insure that the connection would be made in a timely manner the developer has agreed to place the reclaimed water lines from the Woodlawn Road right of way to the reclaim water pond during the construction of the roadway, drainage system and utilities and they will remain dry lines until the reclaimed water is available for this use.

All utilities within the PUD, including telephone, power, cable television, and sewer and water main lines will be installed underground. There shall be no lighting of recreational fields in Parcel B, and any lighting of recreational uses within other portions of the development shall be directed away from residential uses. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facility shall comply with all applicable requirements of law including, but not limited to the requirements of the latest SJC Land Development Ordinances and all other applicable federal and state permitting requirement, except for the areas where vested rights are granted and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.

The proposed site has four (4) main access points off of Woodlawn Road (as depicted on Exhibit C Master Plan Map). There will be an entrance at the most eastern portion of the property off of Woodlawn Road labeled as Parcel J, an entrance into the clubhouse on the northern property line, an entrance the most western portion of the project labeled as Parcel K. The applicant has agreed to work with the County to set aside the required right of way and additional area for a stormwater system in order for Woodlawn Road to be realigned. In addition the applicant will also dedicate the required right of way along the north property line to allow for the construction of the proposed 4 lane road (see attached Map Exhibit C) with the ultimate right of way width of 150'. The applicant is proposing to dedicate a total of approximately 14.76 acres for the realignment of Woodlawn Road. There will also be approximately 1.13 acres to be dedicated to the County for the sole purpose of stormwater management for the new Woodlawn Road realignment as labeled as Parcel N. Upon dedication of these Parcels the applicant will receive impact fee credits or any other credits allowed within the St. Johns County Codes or Regulation for the 15.89 acres. Dedication of lands to St. Johns County for future right of way expansion, and execution of an Impact Fee Agreement must occur prior to construction plan approval. All roadways serving the single family residences will be a two (2) lane curb and gutter 50' right of way that will meet the requirements of the applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements. The required acceleration/deceleration and left turn storage lanes will be designed, constructed and permitted per St. Johns County requirements. If at a future time, it is determined by the FDOT or St. Johns County that a traffic signal is required to be installed at State Road 16 and Woodlawn Road, the developer shall pay its pro rata share associated with such installation.

The developer, owner or assigns may elect to construct a landscaped berm along the property fronting Woodlawn Road and Delespine Street. There will be a 30' buffer along all portions of Parcel H (golf course) which abutts any portion of the property line. There will be a 25' buffer along the east property line of Parcel B which abutts the platted lots to the east of the property. There will be a 25' buffer along the north property line of Parcel E along Woodlawn road. There will be a 25' buffer along the north property line of Parcel H. There will be a 25' buffer along the west side of Parcel F abutting the roadway. There will be a 15' buffer along the east property line of Parcel A and a 40' buffer along the north and west sides of Parcel A which will be surrounded by the new aligned Woodlawn Road and new connector Road as labeled as Parcel K. Parcel F will have a 45' buffer along the west and south property lines along with a solid privacy fence along the property line abutting the adjacent property owners. All buffers will either be a natural undisturbed buffer or will be a planted buffer area, at the option of the developer, whichever of the two will provide the ultimate screening between the development and the adjacent properties.

OR2204PG 796

The developer, at his option, may place a type of solid fence along the property line within the buffer to provide security to the development.

P. U. D. OFF. REC.
BOOK N PAGE 607

SUBDIVISION OF PARCELS

Exhibit C, the Master Plan Map delineates the general layout of the development of the Heritage PUD. The overall density of the development is 2.07 units/acre.

Parcels A will consist of a maximum of 116 single family lots on approximately 32.99 acres. Within this parcel there will be a 0.16 acre designated for recreation with a tot lot and picnic area. The roadways within this parcel will be 50' wide right of way with curb and gutter, with a minimum pavement width of 20 foot and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel B consisting of approximately 11.16 acres to be designated for active recreation which will include two (2) multi-purpose fields, three (3) basketball courts, softball field, volleyball courts, play ground, and picnic area along with associated parking. A twenty-five (25) foot vegetative buffer must be constructed and maintained along all portions adjacent to residential uses in this parcel. A six (6) foot opaque fence shall be constructed and maintained on the side of this buffer closest to any development within this project. There shall be no lighting of recreational fields in this parcel.

Parcel C will consist of a maximum of 162 single family lots on approximately 37.53 acres. The roadways within this parcel will be 50' wide right of ways with curb and gutter, with a minimum pavement width of 20 foot and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel D will consist of a maximum of 108 single family lots on approximately 32.11 acres. The roadways within this parcel will be 50' wide right of ways with curb and gutter, with a minimum pavement width of 20 foot and may be dedicated to St. Johns County for ownership and maintenance at the time of platting.

Parcel E will consist of a maximum of 240 multi-family type condominiums/apartments on approximately 24.90 acres. Parcel E will have a .77 area designed for tot lots, tennis courts and picnic area located within the parcel. The roadway will be 2 lane, 26 foot pavement width with 17.5' X 9' parking spaces, these units may contain garages which will count as the required parking spaces. Parcel E will be privately owned and maintained.

Parcel F will consist of a maximum of 148 multi-family type condominiums on approximately 25.30 acres. The roadway will be 2 lane, 26 foot pavement width with 17.5' X 9' parking spaces, these units may contain garages which will count as the required parking spaces. Parcel F will be privately owned and maintained.

Parcel G consisting of approximately 8.65 acres to be designated for active recreation which will include a recreation building with pool, multi-purpose field, tennis courts, basketball courts, softball field, volleyball courts, exercise trail, play ground, tot lots, picnic area. If at any time this recreation area is to be lighted the lights shall be directed away from residential uses.

Parcel H consisting of approximately 168.59 acres is designated as an 18 hole semi-private golf course, putting green, driving range, a maximum 10,000 square foot clubhouse with swimming pool built to meet the 140mph windload, pro shop and food court, a maximum of 3,000 square feet of Health Spa with weights, exercise equipment with a maximum 7,000 square feet cart barn and if necessary, a golf maintenance building with respective amenities and parking facilities required.

Parcels I and J will consist of approximately 3.54 acres to be used as the main roadways accessing the multi-family and residential parcels. These roadways will be 80' wide curb and gutter tapering into the 50' wide curb and gutter right of way, with a minimum pavement width of 20 foot into the single family subdivisions. These roadways may be proposed to be dedicated to St. Johns County at the time the roadway right of ways are platted.

Parcel K consisting of approximately 3.78 acres will contain a 80' right-of-way; two (2) lane roadway with a center median connecting the project to Woodlawn Road at the north property line and the southeast property line.

Parcel L consisting of approximately 27.76 acres to be used as wetland preservation area.

Parcel M consisting of approximately 14.76 acres to be dedicated to St. Johns County for the realignment of Woodlawn Road.

Parcel N consisting of approximately 1.13 acres will be dedicated to St. Johns County for area required for additional stormwater facilities for the Woodlawn Road realignment.

PEDESTRIAN CIRCULATION

A 5' wide concrete sidewalk will be constructed within the right of way of Woodlawn Road along the north property line and along both sides of the proposed realigned Woodlawn Road through the project. A 5' wide concrete sidewalk will be constructed on both sides of any roadway within the project that has a 80' wide right of way or greater and a 4' wide concrete sidewalk will be constructed on one side of the roadways with 50' right of ways. Specific locations have been depicted on the Map Exhibit C. There will be sidewalks or access trails from Parcel C to the recreation area in order to provide safe pedestrian access for the residences of Parcel C.

DRAINAGE

A preliminary drainage plan for each of the Parcels so to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the map. Detailed drainage plans will be provided demonstrating that drainage and site development plans will be designed and constructed in accordance with the latest applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements, except for the areas where vested rights are granted, prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the latest applicable SJC Land Development Ordinances and all other applicable federal and state permitting requirements, except for the areas where vested rights are granted, and shall be depicted on the final plats.

SIGNAGE

At each subdivision and multi-family parcel entrance there may be erected a main sign to identify the development located on the property. There will be also be an identification sign at the entrance to the clubhouse. There will be a main wall type sign to identify the overall Heritage PUD Development. All signage will conform to the County Sign Ordinance and Zoning Code Requirement. Signs may be landscaped, lighted and may be included as part of a wall or fence. All lighting will be directed toward the sign and away from roadways and homes. The maximum height of all subdivision entry signs will be six (6) feet. The maximum square footage of the subdivision entry signs, multi-family and clubhouse signage including the face/display area of the sign structure shall be no larger than 32 square feet. The maximum square footage of the main identification signage for the PUD will not exceed 150 square feet.

The developer, owner or assigns may construct, at their option, a six (6) foot high fence along the entire frontage of Woodlawn Road, Delespine Street, adjacent to adjoining properties and within the Development. The location of parcel specific fencing will be shown on the Final Engineering Plans. The fence may be made of wood, PVC, concrete block, stucco, similar material or a combination of these.

PLANNED DEVELOPMENT

Development of the Heritage PUD will consist of a maximum of 774 residential units. There will be a maximum 388 multi-family unit and 386 single family residences. A residence may be located wholly within a single platted lot or upon a portion of a platted or combination of platted lots.

SITE DEVELOPMENT CONSTRAINTS

Single Family

1. No portion of the structures shall exceed 35 feet in height.
2. Individual site plans submitted for clearance sheets at the time of building permit application will show the allowable impervious percentage requirements as well as the proposed percentages.
3. All single family lots shall comply with the following lot and setback requirements:

MINIMUM LOT REQUIREMENTS

<u>Single Family Residential District</u>	<u>Minimum Lot Width</u>	<u>Minimum Lot Area</u>	<u>Maximum Lot Coverage By All Buildings</u>	<u>Maximum Lot Impervious Surface</u>
Parcel A	50 feet	5,500 SF	40%	55%
Parcel C	60 feet	6,600 SF	35%	50%
Parcel D	75 feet	8,250 SF	35%	50%

MINIMUM YARD REQUIREMENTS

<u>Single Family Residential District</u>	<u>Front*</u>	<u>Side</u>	<u>Rear</u>
Parcel A	*15 Feet	5 feet	10 Feet
Parcel C	*15 Feet	5 Feet	10 Feet
Parcel D	*20 Feet	8 Feet	10 Feet

*Front entry garages shall have a minimum of a 25 foot setback as measured from the right-of-way line except side entry garages can match the front setback of each Parcel.

All single family setbacks will be measured to the eave of the residence.

4. Setbacks for lots with 5 foot side yard setbacks will be measured from the edge of the eave or overhang to the property line in order to maintain 10 foot of horizontal separation between structures.
5. An average 25 foot non-disturbed buffer shall be provided adjacent to wetlands. The wetland buffer will not be less than 10 feet.
6. Corner lots shall maintain the front yard setback along the front adjacent to the road for vehicle access and maintain a 10 foot side yard setback adjacent to the road.
7. Residential rear setbacks shall not apply to accessory uses such as pools, pool enclosures and enclosures in the rear of the property, which shall be a minimum of 5' from the rear lot lines and top of banks.
8. Air Conditioning compressors designed to serve the main structures may be located in the side yard or rear yard but not less than 3' from the property line and bay windows may be located within 5' of the property line, unless the fire hydrants within the subdivision can provide 1500 gpm or the house has a sprinkler system to meet the requirements of NFPA 13, then the bay windows may be located within 3' of the property line.

Recreation Area (Parcel B)

The recreation area, will be constructed by the developer, prior to the issuance of any Certificates of Occupancy in Phase One. The recreation area will include two (2) multi-purpose fields, three (3) basketball courts, softball field, volleyball courts, play ground, and picnic area along with associated parking. A twenty-five (25) foot

vegetative buffer must be constructed and maintained along all portions adjacent to residential uses in this parcel. A six (6) foot opaque fence shall be constructed and maintained on the side of this buffer closest to any development within this project. There shall be no lighting of recreational fields in this parcel.

P. U. D. OFF. REC.
BOOK N PAGE 62

Multi-Family (Parcels E & F)

1. No portion of the structure shall exceed 40 feet in height, structures over 35' in height shall be required to have an automatic fire protection sprinkler system.
2. The minimum setbacks are as follows:
 - Front yard: 20 feet from right-of-way.
 - Rear yard: 10 feet from property line.
 - Side yard: 5 feet from property line, a minimum of 20 feet between buildings.
3. Setbacks are measured from the vertical surfaces of the buildings.
4. The multi-family site may contain garages which count toward the required number of parking spaces. The garages may be grouped together in 4, 6, 8 or 10 car structures as part of the parking lot. The four (4) or six (6) car structures may be placed under the multifamily buildings so as long as the maximum allowed height is not exceeded. In cases where garages are under the multi-family, the second parking space for that specific unit is directly behind the garage parking space, and may be a compact parking space and will count toward the required parking. A maximum of 30% of the open area parking can be compact spaces. Within all multi-family development there shall be provided two parking spaces per unit.
5. Parcel F may all have one or two (2) car garages.
6. The multi-family units will be individually owned and will be sold by the condominium rules and regulations for selling condominiums.

Community Center - Recreation Area (Parcel G)

The recreation area, will be constructed by the developer, prior to the issuance of any Certificates of Occupancy in Phase One. The recreation area will include a recreation building with a pool, tennis courts, basketball courts, exercise trails, playgrounds, softball field, volleyball courts, tot lots and picnic area. If at any time this recreation area is to be lighted the lights shall be directed away from residential uses.

Clubhouse, Maintenance Facility and Golf Course (Parcel H)

Heritage will have an 18 hole semi-private championship golf course and a clubhouse site with swimming pool. The clubhouse will be constructed to meet 140 mph windload and may include a restaurant, snack bar, cabana, administrative offices, golf shop, health spa (weights, exercise equipment and lockers) and those incidental sales associated with golf club facilities, including the sale and consumption of alcoholic beverages. Alcoholic beverages will be limited to consumption in the clubhouse area, the golf course property and, the swimming pool area. A cartbarn, putting green and driving range will also be constructed within the clubhouse area. The developer, his successors and assigns, will file for the building permit for the construction of these facilities within twenty-four (24) months of the completion of the golf course. People using the Golf Course can and will have access to the Clubhouse facilities. Halfway houses built out of concrete block, wood frame or similar material with restroom facilities may be located between golf holes 4 and 5, and golf holes 13 and 14.

SCHEDULE OF DEVELOPMENT

The development of the Heritage PUD is scheduled to occur over a period of 10 years. A Phase One Cultural Assessment will be performed in the event that any archaeological site as listed within the State Master Site files is located on the site. Commencement shall begin within three (3) years of the approval of the PUD and commencement is defined as approval of Engineering Plans for Phase I. Completion shall be defined as as-built and final acceptance by St. Johns County. Phases may overlap.

DESCRIPTION	PARCEL	PHASE 1A	PHASE 1B	PHASE 1C	TOTAL
Year:		2000-2005	2002-2007	2005-2010	10 Years
Patio Homes: SFH (50')	A	60	56	-0-	116
Medium Homes: SFH (60')	C	60	75	27	162
Large Homes: SFH (75')	D	61	47	-0-	108
Condominiums:	E	110	130	-0-	240
Villas:	F	76	72	-0-	148
Project Total:		367	380	27	774

PARKING

The parking requirements for the multi-family residences within Parcel E will be a minimum of 480 parking spaces and Parcel F will be a minimum of 296 parking spaces. The multi-family parking is calculated at one and half spaces per unit. The multi-family sites may contain garages which count toward the required number of parking spaces. There may be garages under the multi-family and the second parking spaces for that specific unit will be directly behind the garage. There may be a maximum of 30% of the open area parking designated as compact spaces. Multi-family development shall provide two parking spaces per unit. The parking requirements for the clubhouse will be a minimum of 20 parking spaces figured at one (1) space per 500 square feet of floor spaces. The developer, his successor and/or assigns, of the multi-family parcels will be responsible for maintenance of the parking lots, amenities and stormwater management facilities located on Parcels. The single family residential lots will have at least two (2) offstreet parking spaces per dwelling unit.

COMMON AREAS

No common areas are to be dedicated to St. Johns County. Areas of jurisdictional wetlands to be preserved will be set aside as separate tracts and will not be disturbed. Each residential and multi-family development will be served by stormwater retention and treatment areas which are depicted on the map. Final pond sizing and drainage calculations will be submitted together with the application for final construction plan. All

open space areas shall be dedicated to and maintained by the property owners' association. Roadway within the single family residential portion will be designed and construction to St. Johns County Standards and may be proposed for dedication to St. Johns County for ownership and maintenance at the time the roadways are platted. The interior drives and parking areas within the multi-family parcels will be privately owned and maintained by the property owners association.

TEMPORARY USES

Development of the site and construction of the improvements may require temporary uses such as construction trailers, sales offices, temporary signage, or temporary access. The location of such temporary uses shall be shown on Final Development Plans. Model homes may be located on 10 % of the lots at a given time in each Parcel (Parcels A, B, C, D) only to be used as temporary sales and model centers. The model homes will not be sold until all subdivision site improvements have been completed and approved by St. Johns County for that specific approved Final Development Plan. Parking for the temporary sales centers will be on one of the unconstructed residential lots and can be made of wood chips or similar material which will be removed as those lots are sold.

DEVELOPER'S AGREEMENT TO COMPLY

A Binding Letter confirming that the project does not meet the Development of Regional Impact criteria shall be provided to St. Johns County prior to approval of Construction plans. The developers of the Heritage and their successors or assigns agree to proceed with the proposed development in accordance with the approved PUD ordinance and plans as per St. Johns County's Ordinances and regulations and any such conditions and safeguards as may be set by the Board of County Commissioners with respect to its approval. All detailed plans submitted for development shall be in accordance with the approved Master Plan Map for the Heritage PUD. Private facilities, areas and systems not operated and maintained by St. Johns County shall be the responsibility of the developers and their successors in interest. The owners of the property agree to bind any successors in title to all commitments made herein.

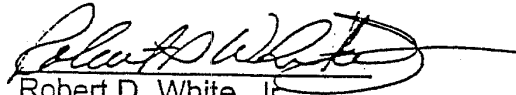
REZONING JUSTIFICATION

The Heritage PUD will be a comprehensively planned, residential and golf course development, consistent with the Comprehensive Plan designation of Residential C. The proposed development will provide residential and County uses that will benefit the residents in this area. The proposed development is consistent with other residential

developments within this area. This project will promote the County's development goals and provide property for County use.

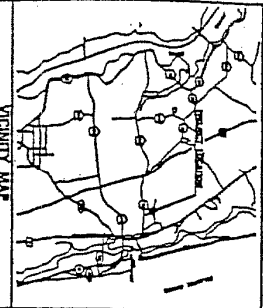
All on-site improvements will be constructed at the developer/owner's expense. This project will add to the County's tax base. In summary, the plan as submitted assures a quality development designed to support the County's comprehensive plan objectives.

Respectfully submitted,


Robert D. White, Jr.

1/20/2000
Date

A:\111799\text.wpd



P. U. D. OFF. R.
BOOK **N** PAGE **6**

OR2204PG 806

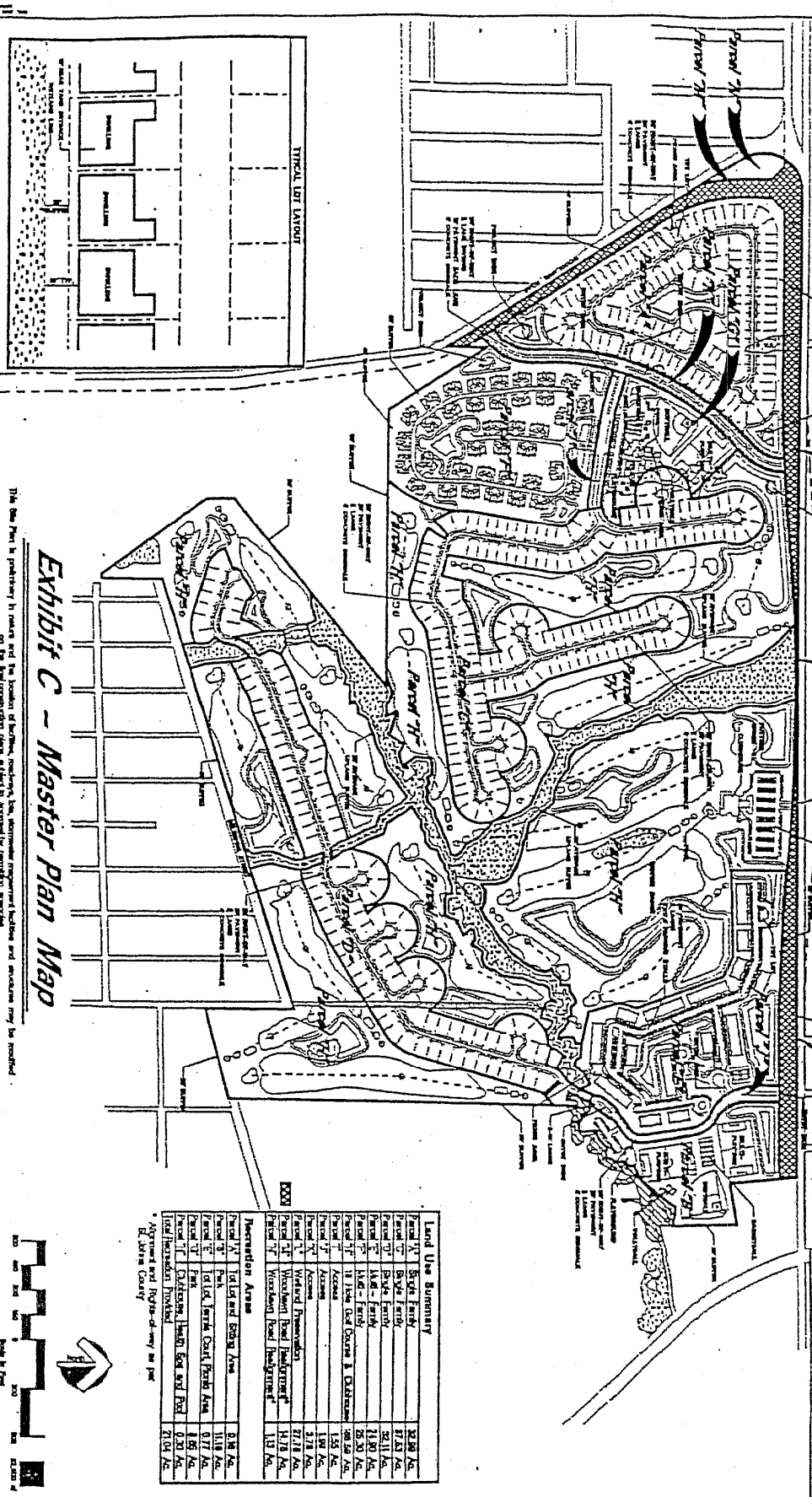
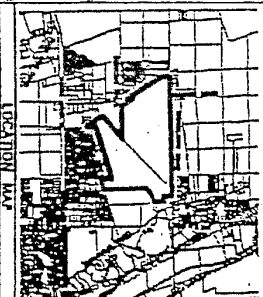


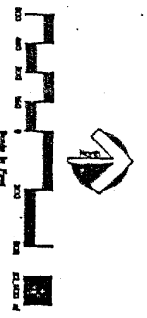
Exhibit C - Master Plan Map

This site plan is preliminary in nature and the location of buildings, parking, bus, streetlights, and structures may be modified on the final subdivision plan, subject to approval by planning department.



Land Use Summary

Parcel #	Use	Area (sq. ft.)
Parcel 1	Single Family	2,500 sq. ft.
Parcel 2	Single Family	2,500 sq. ft.
Parcel 3	Single Family	2,500 sq. ft.
Parcel 4	Single Family	2,500 sq. ft.
Parcel 5	Single Family	2,500 sq. ft.
Parcel 6	Single Family	2,500 sq. ft.
Parcel 7	Single Family	2,500 sq. ft.
Parcel 8	Single Family	2,500 sq. ft.
Parcel 9	Single Family	2,500 sq. ft.
Parcel 10	Single Family	2,500 sq. ft.
Parcel 11	Single Family	2,500 sq. ft.
Parcel 12	Single Family	2,500 sq. ft.
Parcel 13	Single Family	2,500 sq. ft.
Parcel 14	Single Family	2,500 sq. ft.
Parcel 15	Single Family	2,500 sq. ft.
Parcel 16	Single Family	2,500 sq. ft.
Parcel 17	Single Family	2,500 sq. ft.
Parcel 18	Single Family	2,500 sq. ft.
Parcel 19	Single Family	2,500 sq. ft.
Parcel 20	Single Family	2,500 sq. ft.
Parcel 21	Single Family	2,500 sq. ft.
Parcel 22	Single Family	2,500 sq. ft.
Parcel 23	Single Family	2,500 sq. ft.
Parcel 24	Single Family	2,500 sq. ft.
Parcel 25	Single Family	2,500 sq. ft.
Parcel 26	Single Family	2,500 sq. ft.
Parcel 27	Single Family	2,500 sq. ft.
Parcel 28	Single Family	2,500 sq. ft.
Parcel 29	Single Family	2,500 sq. ft.
Parcel 30	Single Family	2,500 sq. ft.
Parcel 31	Single Family	2,500 sq. ft.
Parcel 32	Single Family	2,500 sq. ft.
Parcel 33	Single Family	2,500 sq. ft.
Parcel 34	Single Family	2,500 sq. ft.
Parcel 35	Single Family	2,500 sq. ft.
Parcel 36	Single Family	2,500 sq. ft.
Parcel 37	Single Family	2,500 sq. ft.
Parcel 38	Single Family	2,500 sq. ft.
Parcel 39	Single Family	2,500 sq. ft.
Parcel 40	Single Family	2,500 sq. ft.
Parcel 41	Single Family	2,500 sq. ft.
Parcel 42	Single Family	2,500 sq. ft.
Parcel 43	Single Family	2,500 sq. ft.
Parcel 44	Single Family	2,500 sq. ft.
Parcel 45	Single Family	2,500 sq. ft.
Parcel 46	Single Family	2,500 sq. ft.
Parcel 47	Single Family	2,500 sq. ft.
Parcel 48	Single Family	2,500 sq. ft.
Parcel 49	Single Family	2,500 sq. ft.
Parcel 50	Single Family	2,500 sq. ft.
Parcel 51	Single Family	2,500 sq. ft.
Parcel 52	Single Family	2,500 sq. ft.
Parcel 53	Single Family	2,500 sq. ft.
Parcel 54	Single Family	2,500 sq. ft.
Parcel 55	Single Family	2,500 sq. ft.
Parcel 56	Single Family	2,500 sq. ft.
Parcel 57	Single Family	2,500 sq. ft.
Parcel 58	Single Family	2,500 sq. ft.
Parcel 59	Single Family	2,500 sq. ft.
Parcel 60	Single Family	2,500 sq. ft.
Parcel 61	Single Family	2,500 sq. ft.
Parcel 62	Single Family	2,500 sq. ft.
Parcel 63	Single Family	2,500 sq. ft.
Parcel 64	Single Family	2,500 sq. ft.
Parcel 65	Single Family	2,500 sq. ft.
Parcel 66	Single Family	2,500 sq. ft.
Parcel 67	Single Family	2,500 sq. ft.
Parcel 68	Single Family	2,500 sq. ft.
Parcel 69	Single Family	2,500 sq. ft.
Parcel 70	Single Family	2,500 sq. ft.
Parcel 71	Single Family	2,500 sq. ft.
Parcel 72	Single Family	2,500 sq. ft.
Parcel 73	Single Family	2,500 sq. ft.
Parcel 74	Single Family	2,500 sq. ft.
Parcel 75	Single Family	2,500 sq. ft.
Parcel 76	Single Family	2,500 sq. ft.
Parcel 77	Single Family	2,500 sq. ft.
Parcel 78	Single Family	2,500 sq. ft.
Parcel 79	Single Family	2,500 sq. ft.
Parcel 80	Single Family	2,500 sq. ft.
Parcel 81	Single Family	2,500 sq. ft.
Parcel 82	Single Family	2,500 sq. ft.
Parcel 83	Single Family	2,500 sq. ft.
Parcel 84	Single Family	2,500 sq. ft.
Parcel 85	Single Family	2,500 sq. ft.
Parcel 86	Single Family	2,500 sq. ft.
Parcel 87	Single Family	2,500 sq. ft.
Parcel 88	Single Family	2,500 sq. ft.
Parcel 89	Single Family	2,500 sq. ft.
Parcel 90	Single Family	2,500 sq. ft.
Parcel 91	Single Family	2,500 sq. ft.
Parcel 92	Single Family	2,500 sq. ft.
Parcel 93	Single Family	2,500 sq. ft.
Parcel 94	Single Family	2,500 sq. ft.
Parcel 95	Single Family	2,500 sq. ft.
Parcel 96	Single Family	2,500 sq. ft.
Parcel 97	Single Family	2,500 sq. ft.
Parcel 98	Single Family	2,500 sq. ft.
Parcel 99	Single Family	2,500 sq. ft.
Parcel 100	Single Family	2,500 sq. ft.



Taylor & White, Inc.
10000 W. 10th Ave., Suite 100
Denver, CO 80231
Tel: 303.751.1000

HERITAGE FOR WOODLAWN ROAD, LLC

EXHIBIT C MASTER PLAN MAP

SCALE: 1" = 500'
DRAWN BY: T. PARSONS
CHECKED BY: T. PARSONS

DATE: 11/16/2018

OR2204PG 807

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK N PAGE 618

I, CHERYL STRICKLAND, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

ORDINANCE NO. 2000-4

adopted at a regular meeting of the Board of County Commissioners of St. Johns County, Florida on January 18, 2000.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FL
00 FEB - 2 AM 11:13
CHERYL STRICKLAND
CLERK OF COURTS

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

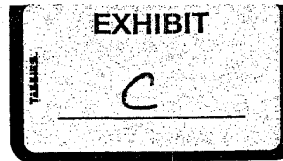
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 31st day of January 2000.



(seal)

CHERYL STRICKLAND,
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County Commissioners of St. Johns County, Florida

By: *Patricia DeGrande*
Patricia DeGrande, Deputy Clerk



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 19, 2004

GAIL

OR2204PG 808

The Articles of Incorporation for HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC. were filed on May 19, 2004 and assigned document number N04000004978. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Cynthia Blalock, Document Specialist
New Filings Section

Letter Number: 704A00035024

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify from the records of this office that HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 19, 2004.

The document number of this corporation is N04000004978.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Nineteenth day of May, 2004



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

State of Florida

OR2204PG 810



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE PARK OF ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 19, 2004, as shown by the records of this office.

The document number of this corporation is N04000004978.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Nineteenth day of May, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION
OF
HERITAGE PARK of ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not-for-Profit)

The undersigned natural person of legal age, acting as incorporator for the purpose of creating a corporation not-for-profit under the laws of the State of Florida as provided in Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I
Name and Address

The name and address of this corporation shall be: HERITAGE PARK of ST. AUGUSTINE HOMEOWNERS ASSOCIATION, INC., and its initial address is: 3700 34th Street, Orlando, Florida 32805.

ARTICLE II
Not for Profit

The Corporation is a corporation not for profit as defined in Section 617.01, Florida Statutes. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

ARTICLE III
Commencement of Corporation Existence and Duration

The date when corporate existence shall commence is the date of filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The duration (term) of the Corporation is perpetual.

ARTICLE IV
Purposes

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

1. To enforce the Declaration of Covenants, Conditions, and Restrictions for Heritage Park Subdivision (the "Declaration,") consisting of home sites in St. Johns County, Florida, to be the Association referred to in said Declaration, and to

assess Owners in accordance with said Declaration, and levy and collect adequate assessments against its Members for the cost of maintenance and operation of the surface water or stormwater management system as well as any other costs provided for in the Declaration.

2. Operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District ("District") requirements and applicable District rules, and assist in the enforcement of the provisions of the Declaration that relate to the surface water or stormwater management system.
3. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire any bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount of value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, manage, option, donate, or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.
4. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

ARTICLE V Limitation

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, Directors or Officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV (Purposes) hereof.

ARTICLE VI Dissolution

In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII

Members

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessments by the Association, including contract sellers, but excluding persons holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

ARTICLE VIII

Initial Registered Office and Agent

The street address of the initial Registered Office of the Corporation is 3700 34th Street, Orlando, Florida 32805 and the name of its initial Registered Agent at that address is James W. McCoy.

ARTICLE IX

Manner of Election

The management of the Corporation shall be vested in the Board of Directors. The number of Directors constituting the initial Board of Directors is three. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three. The members shall elect the Directors at the annual meeting of Members. The Bylaws may provide for ex-officio and honorary Directors, and their rights and privileges. The name and address of each initial Director of the Corporation are as follows:

Name	Address
<u>James W. McCoy</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>
<u>Amine Harb</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>
<u>Tom Harb</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>

ARTICLE X
Officers

The Officer of the Corporation shall consist of a President, Vice President, Secretary, Treasurer and such other Officers and Assistant Officers as may be provided in the Bylaws. Each Officer shall be elected by the Board of Directors (and may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws. The name and address of each initial Officer of the Corporation are as follows:

Title	Name	Address
President	<u>James W. McCoy</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>
Vice-President	<u>Amine Harb</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>
Secretary	<u>Amine Harb</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>
Treasurer	<u>Amine Harb</u>	<u>3700 34th Street</u> <u>Orlando, Florida 32805</u>

ARTICLE XI
Incorporator

The name and address of the Incorporator are as follows:

Name	Address
<u>Eric Olsen</u>	<u>Hopping Green & Sams, P.A.</u> <u>123 South Calhoun Street</u> <u>Tallahassee, Florida 32301</u>

ARTICLE XII
Bylaws

The Bylaws of the Corporation are to be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors.

ARTICLE XIII
Amendment

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors and Officers are subject to this reservation.

ARTICLE XIV
Indemnification

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the General Corporation Act and the Not For Profit Corporation Act.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 19th day of May, 2004.

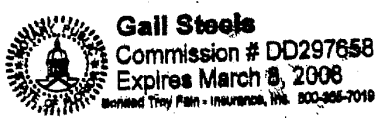


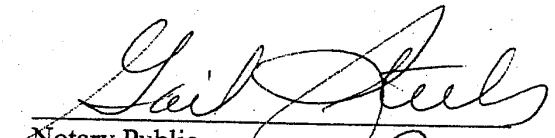
Print Name: Eric T. Olsen

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of MAY, 2004, by ERIC T. OLSEN, who is personally known to me or who produced _____ as identification and who did (did not) take an oath.

[Seal]



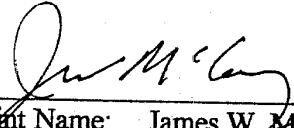

Notary Public
Print Name: GAIL STEELS
My Commission Expires: _____

OR2204PG 816

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of Heritage Park of St. Augustine Homeowners Association, Inc., which is contained in the foregoing Articles of Incorporation.

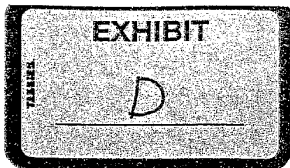
Dated May 18, 2004.



Print Name: James W. McCoy

FILED
04 MAY 19 PM 2:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(27)
5789



Public Records of
St. Johns County, FL
Clerk# 03-070912
O.R. 2054 PG 1464
02:50PM 09/25/2003
REC \$109.00 SUR \$14.00

Return Recorded Original to:
Office of General Counsel
St. Johns River Water Management District
P. O. Box 1429
Palatka, FL 32178-1429

OR2204PG 817

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 24 day of September, 2003, by Heritage Park of St. Augustine, LLC, a Florida Limited Liability Company, having an address at 2825 Lewis Speedway, Suite 104, St. Augustine, Florida 32084 ("Grantor"), in favor of the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes having a mailing address at P. O. Box 1429, Palatka, Florida, 32178-1429 (the "Grantee").

WITNESSETH:

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

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-109-70257-1 issued by the St. Johns River Water Management District, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

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

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06,

Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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

2. Prohibited Uses. Except for the activities authorized by permit No. 4-109-70257-1, any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Except for the activities authorized by permit No. 4-109-70257-1 and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, additional utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation, with the exception of invasive exotic plant species as defined by the Florida Exotic Pest Plant Council's 2001 List of Invasive Species for the North and Central Districts (attached as Exhibit "B") or by a revised list disseminated by the Council. Removal of invasive exotic plant species will be conducted by manual means with no use of mechanized equipment.

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

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

OR2204PG 819

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

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

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

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

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

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

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

be damaged by any activity inconsistent with this Conservation Easement.

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

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

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

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

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

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

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]
Printed Name: GAIL C. KAISER

Signature: [Signature]
Printed Name: Deanna Carter

Heritage Park of St. Augustine, LLC:

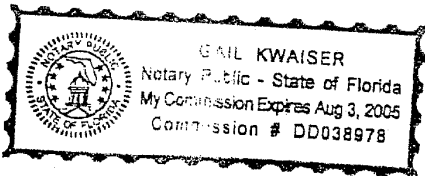
Signature: [Signature]
Printed Name: Michael Hefferon
Title or Position: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of September, 2003 by MICHAEL J. HEFFERON who did not take an oath.

[Signature]
Notary Public, State of Florida at Large.

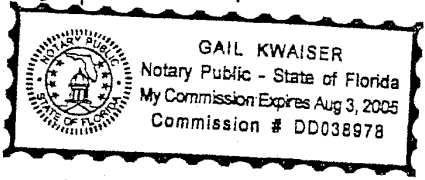
My Commission Expires: 8-3-05



OR2204PG 822
Serial No.

Personally known OR produced identification. Identification _____ produced.

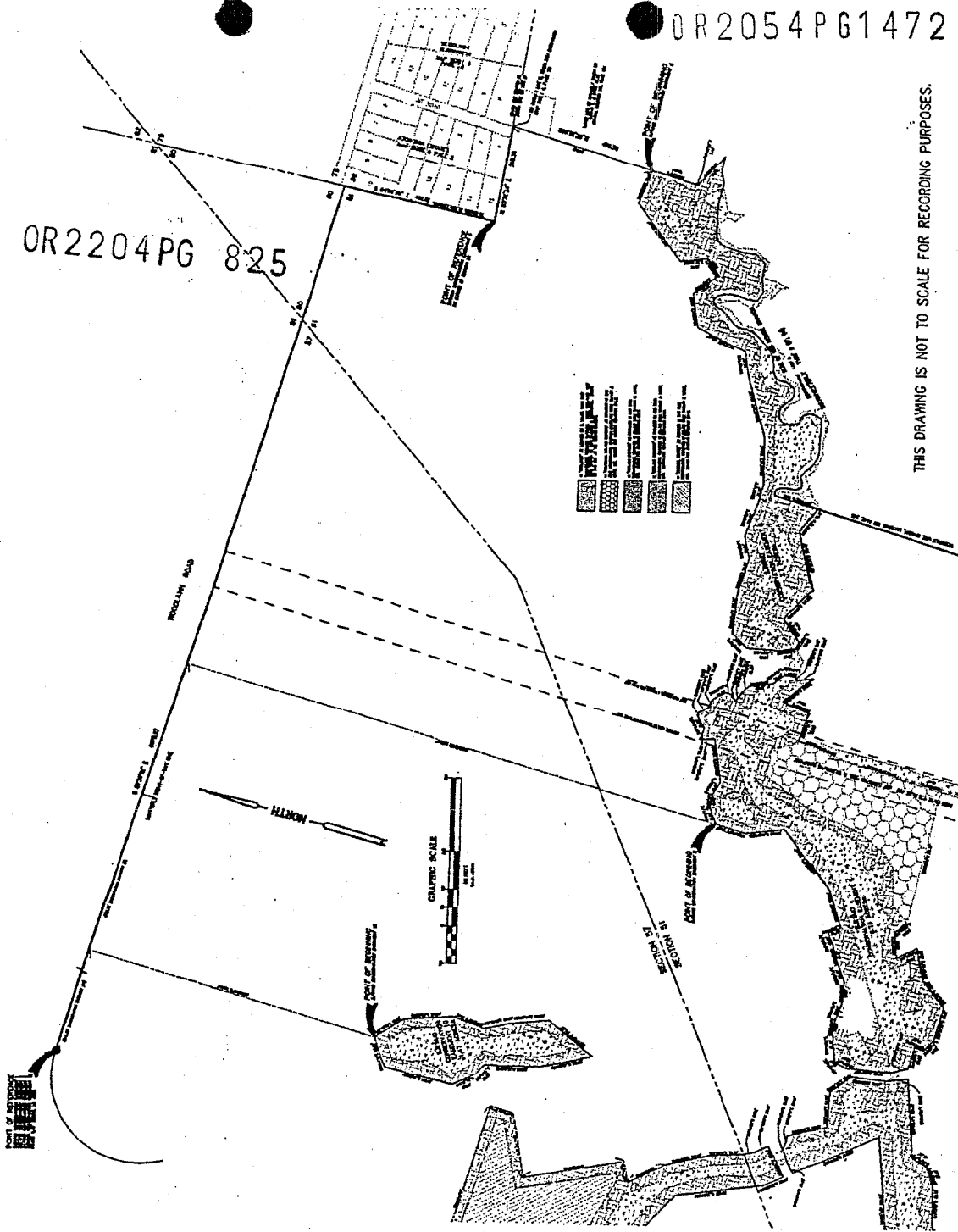
Gail Kwaizer



MAP SHOWING SKETCH AND DESCRIPTIONS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 CONSERVATION EASEMENTS IN SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

Page 3 of 15

"DETAIL SHEET" ~ EASEMENTS 5, 6 AND 10



SECTION 3
 The portion of Section 3, Township 7 South, Range 29 East, St. Johns County, Florida, shown on the attached plat, is hereby reserved to the State of Florida for the purpose of a water management district. The reservation shall be subject to the provisions of the Florida Water Management District Act, Chapter 373, Florida Statutes, and any amendments thereto. The reservation shall not be subject to any other law, rule, or regulation of the State of Florida.

SECTION 51
 The portion of Section 51, Township 7 South, Range 29 East, St. Johns County, Florida, shown on the attached plat, is hereby reserved to the State of Florida for the purpose of a water management district. The reservation shall be subject to the provisions of the Florida Water Management District Act, Chapter 373, Florida Statutes, and any amendments thereto. The reservation shall not be subject to any other law, rule, or regulation of the State of Florida.

SECTION 57
 The portion of Section 57, Township 7 South, Range 29 East, St. Johns County, Florida, shown on the attached plat, is hereby reserved to the State of Florida for the purpose of a water management district. The reservation shall be subject to the provisions of the Florida Water Management District Act, Chapter 373, Florida Statutes, and any amendments thereto. The reservation shall not be subject to any other law, rule, or regulation of the State of Florida.

- LEGEND**
- 1 - 10' EASEMENT
 - 2 - 20' EASEMENT
 - 3 - 30' EASEMENT
 - 4 - 40' EASEMENT
 - 5 - 50' EASEMENT
 - 6 - 60' EASEMENT
 - 7 - 70' EASEMENT
 - 8 - 80' EASEMENT
 - 9 - 90' EASEMENT
 - 10 - 100' EASEMENT

THIS DRAWING IS NOT TO SCALE FOR RECORDING PURPOSES.

OR2054PG1472

OR2204PG 825

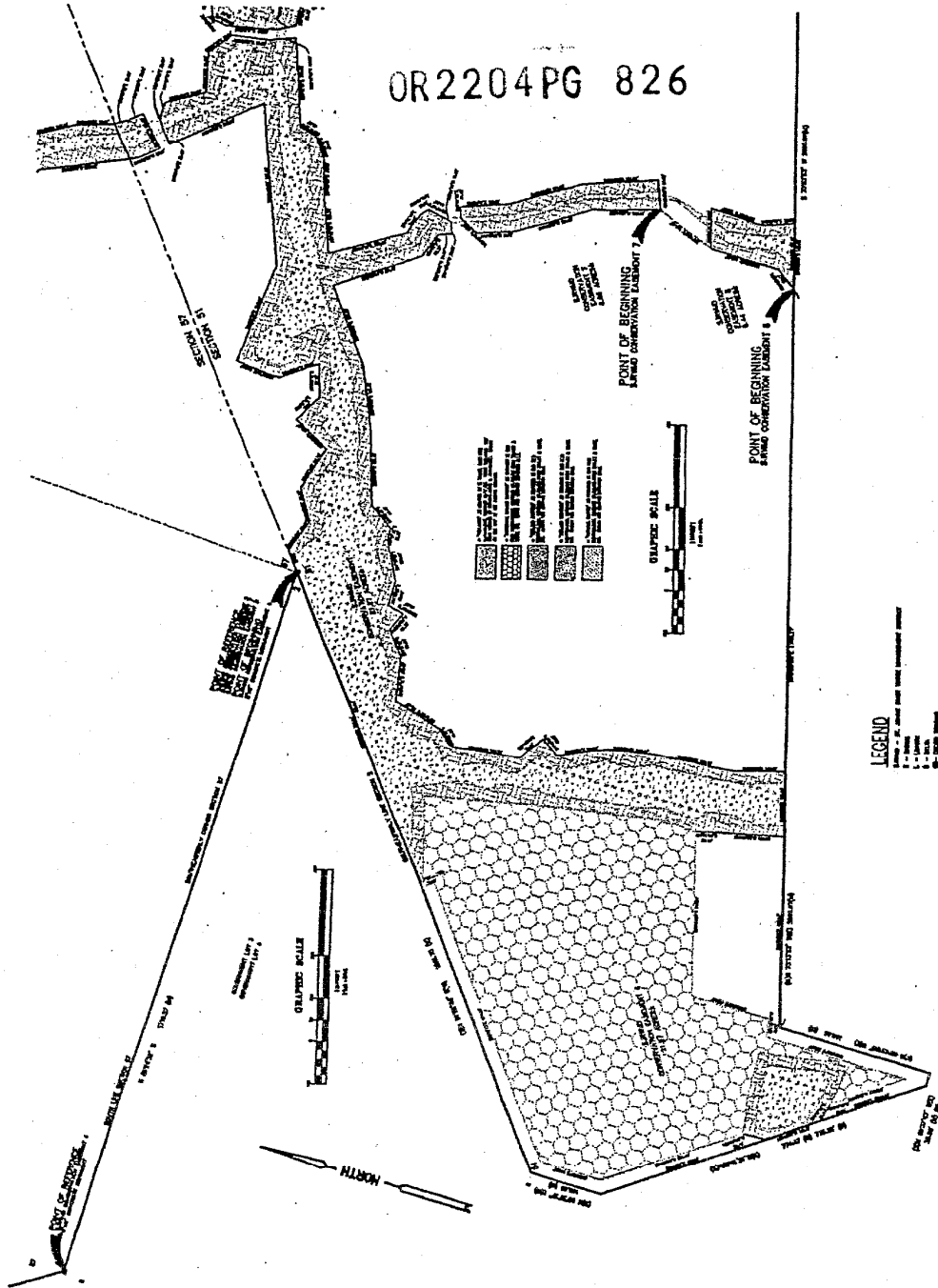
SHEET 3 OF 5

PRIVETT-NILES and ASSOCIATES, INC.
 SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 6624

<p>CERTIFIED TO: MICHAEL J. JAMES, III ENGINEER IN CHARGE EASTON & HUNTER, INC.</p>	<p>DATE: 11/16/2018 SCALE: 1"=100' PROJECT: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENTS IN SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

I, MICHAEL J. JAMES, III, a duly Licensed Professional Engineer in the State of Florida, do hereby certify that I am the Engineer in Charge of the above described project and that the same was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Florida. My Florida License No. is 12000. I am not providing this certification for any other purpose.

MAP SHOWING SKETCH AND DESCRIPTIONS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENTS IN SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
 "DETAIL SHEET" ~ EASEMENTS 4, 7 and 8



OR2204PG 826

OR2054PG1473

THIS DRAWING IS NOT TO SCALE FOR RECORDING PURPOSES.

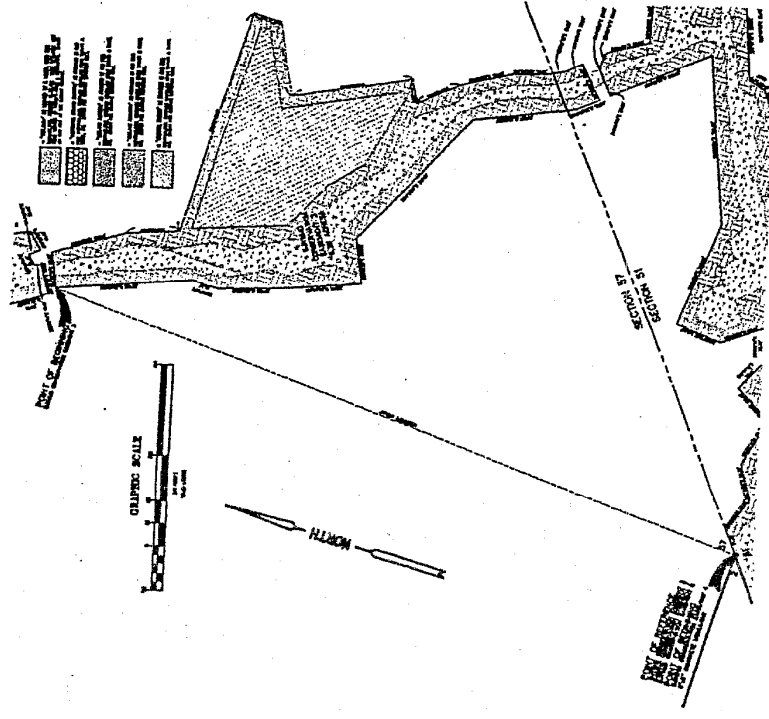
SHEET 4 OF 5
PRIVETT-NILES and ASSOCIATES, INC
 SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 8824
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"
 ST. AUGUSTINE, FLORIDA 32084
 (904) 829-2591 FAX: (904) 829-5070

PROJECT NUMBER 689-001B	DATE 11/14/72	SCALE 1"=100'	EXAMINED BY [Signature]	SHEET NO. 4/3
DESCRIBED TO: BIRCHCO CONSTRUCTION, INC. TAYLOR & WHITE, INC.				
LEGEND 1 - [Symbol] [Description] 2 - [Symbol] [Description] 3 - [Symbol] [Description] 4 - [Symbol] [Description] 5 - [Symbol] [Description] 6 - [Symbol] [Description] 7 - [Symbol] [Description] 8 - [Symbol] [Description]				
ORIGINATOR'S TITLE SURVEYOR LICENSE NO. 11111				
DATE OF SURVEY 11/14/72				
PROJECT NO. 689-001B				
SHEET NO. 4 OF 5				

MAP SHOWING SKETCH AND DESCRIPTIONS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 CONSERVATION EASEMENTS IN SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
 "DETAIL SHEET" ~ EASEMENT 3

OR2204PG 827

UR2054PG1474



APPROVED FOR RECORDING BY THE COUNTY CLERK OF ST. JOHNS COUNTY, FLORIDA, ON 11/17/2018 AT 10:00 AM. THE DRAWING IS NOT TO SCALE FOR RECORDING PURPOSES.

LEGEND
 1. 15' EASEMENT
 2. 15' EASEMENT
 3. 15' EASEMENT
 4. 15' EASEMENT
 5. 15' EASEMENT
 6. 15' EASEMENT
 7. 15' EASEMENT
 8. 15' EASEMENT
 9. 15' EASEMENT
 10. 15' EASEMENT

THIS DRAWING IS NOT TO SCALE FOR RECORDING PURPOSES.

PROJECT NUMBER 688-001B	CERTIFIED TO: HERNANDEZ PARK AT ST. JOHNS RIVER LLC ALAMOS CONSTRUCTION, INC. TALLAHASSEE, FLORIDA	DATE 11/17/2018	SCALE 1" = 10'	DRAWING NO. 18-001B	SHEET NO. 3/3
PROJECT DESCRIPTION: CONSERVATION EASEMENTS IN SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.		DRAWING REVISIONS: 1. 11/17/2018: INITIAL DRAWING 2. 11/17/2018: REVISIONS TO EASEMENT LINES 3. 11/17/2018: REVISIONS TO EASEMENT LINES			
PROJECT LOCATION: SECTIONS 3, 51, & 57 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.					
DRAWING PREPARED BY: PRIVETT-NILES and ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS LICENSED BUSINESS CONSULTANTS 3000 N. PONCE DE LEON BOULEVARD, SUITE "D" ST. AUGUSTINE, FLORIDA 32084 (904) 890-9901					



Privett-Niles & Associates, Inc.
 3000 North Ponce De Leon Blvd., Suite D
 St. Augustine, Florida 32084

OR2204PG 828

CONSERVATION EASEMENT NO. 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 57, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 5/8" REBAR IDENTIFIED AS "LB#4888", SAID POINT BEING AT THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF WOODLAWN ROAD (A 50.00 FOOT WIDE RIGHT OF WAY AS MONUMENTED); THENCE SOUTH 89°35'52" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1702.32 FEET; THENCE SOUTH 00°24'08" WEST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 398.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70°34'12" EAST, A DISTANCE OF 73.65 FEET; THENCE SOUTH 27°10'53" EAST, A DISTANCE OF 27.62 FEET; THENCE SOUTH 17°21'37" WEST, A DISTANCE OF 98.62 FEET; THENCE SOUTH 68°38'52" EAST, A DISTANCE OF 129.96 FEET; THENCE SOUTH 18°55'27" WEST, A DISTANCE OF 196.90 FEET; THENCE SOUTH 10°00'16" WEST, A DISTANCE OF 145.56 FEET; THENCE SOUTH 25°16'10" EAST, A DISTANCE OF 105.75 FEET; THENCE SOUTH 51°32'56" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 52°38'55" WEST, A DISTANCE OF 83.48 FEET; THENCE NORTH 29°23'38" WEST, A DISTANCE OF 99.00 FEET; THENCE NORTH 01°33'05" EAST, A DISTANCE OF 82.86 FEET; THENCE NORTH 79°32'04" EAST, A DISTANCE OF 48.14 FEET; THENCE NORTH 25°30'38" EAST, A DISTANCE OF 98.63 FEET; THENCE NORTH 50°26'35" WEST, A DISTANCE OF 157.89 FEET; THENCE NORTH 11°36'16" WEST, A DISTANCE OF 36.03 FEET; THENCE NORTH 06°26'32" EAST, A DISTANCE OF 96.76 FEET; THENCE NORTH 26°04'47" EAST, A DISTANCE OF 97.57 FEET; THENCE NORTH 48°33'52" EAST, A DISTANCE OF 55.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 97,050 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070



Privett-Niles & Associates, Inc.
 3000 North Ponce De Leon Blvd., Suite D
 St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 2
 LEGAL DESCRIPTION

OR2204PG 829

A PARCEL OF LAND LYING IN SECTION 57, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 5/8" REBAR IDENTIFIED AS "LB#4888", SAID POINT BEING AT THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF WOODLAWN ROAD (A 50.00 FOOT WIDE RIGHT OF WAY AS MONUMENTED); THENCE SOUTH 89°35'52" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2657.96 FEET, TO THE POINT OF BEGINNING.
 THENCE SOUTH 89°35'52" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 420.21 FEET; THENCE SOUTH 14°38'36" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 7.19 FEET; THENCE SOUTH 89°48'25" EAST, A DISTANCE OF 25.86 FEET; THENCE SOUTH 20°10'35" EAST, A DISTANCE OF 172.19 FEET; THENCE SOUTH 05°30'16" WEST, A DISTANCE OF 110.34 FEET; THENCE SOUTH 03°46'46" WEST, A DISTANCE OF 38.10 FEET; THENCE SOUTH 19°15'46" EAST, A DISTANCE OF 137.11 FEET; THENCE SOUTH 01°24'22" EAST, A DISTANCE OF 274.03 FEET; THENCE SOUTH 24°12'19" EAST, A DISTANCE OF 96.90 FEET; THENCE SOUTH 45°38'53" WEST, A DISTANCE OF 46.27 FEET; THENCE NORTH 44°21'07" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 45°38'54" WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 25°31'19" EAST, A DISTANCE OF 12.21 FEET; THENCE SOUTH 57°23'56" WEST, A DISTANCE OF 68.23 FEET; THENCE NORTH 35°06'33" WEST, A DISTANCE OF 91.50 FEET; THENCE NORTH 35°17'38" WEST, A DISTANCE OF 77.66 FEET; THENCE NORTH 35°11'38" WEST, A DISTANCE OF 66.87 FEET; THENCE NORTH 20°42'31" WEST, A DISTANCE OF 181.10 FEET; THENCE NORTH 11°23'24" WEST, A DISTANCE OF 224.60 FEET; THENCE NORTH 30°38'45" WEST, A DISTANCE OF 136.46 FEET; THENCE NORTH 45°02'33" WEST, A DISTANCE OF 248.21 FEET; THENCE NORTH 87°58'57" EAST, A DISTANCE OF 38.54 FEET; THENCE NORTH 39°28'06" WEST, A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING.
 CONTAINING 250,029 SQUARE FEET OR 5.74 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070



Privett-Niles & Associates, Inc.
 3000 North Ponce De Leon Blvd., Suite D
 St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 3
 LEGAL DESCRIPTION

OR2204PG 830

A PARCEL OF LAND LYING IN SECTIONS 51 AND 57, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5" BY 5" CONCRETE MONUMENT, SAID MONUMENT BEING AT THE SOUTHEASTERLY CORNER OF SAID SECTION 57; THENCE NORTH 03°55'57" EAST, A DISTANCE OF 1596.56 FEET, TO THE POINT OF BEGINNING;
 THENCE NORTH 64°33'38" EAST, A DISTANCE OF 82.32 FEET; THENCE SOUTH 32°50'32" EAST, A DISTANCE OF 168.19 FEET; THENCE SOUTH 19°50'40" EAST, A DISTANCE OF 116.08 FEET; THENCE SOUTH 89°53'19" EAST, A DISTANCE OF 517.07 FEET; THENCE SOUTH 00°06'41" WEST, A DISTANCE OF 61.30 FEET; THENCE SOUTH 63°46'09" WEST, A DISTANCE OF 171.39 FEET; THENCE SOUTH 26°13'19" EAST, A DISTANCE OF 263.49 FEET; THENCE SOUTH 63°46'41" WEST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 41°40'25" EAST, A DISTANCE OF 105.11 FEET; THENCE SOUTH 30°04'58" EAST, A DISTANCE OF 117.19 FEET; THENCE SOUTH 17°23'18" EAST, A DISTANCE OF 74.61 FEET; THENCE SOUTH 28°23'22" EAST, A DISTANCE OF 42.58 FEET; THENCE SOUTH 41°18'30" EAST, A DISTANCE OF 38.84 FEET; THENCE SOUTH 47°00'07" WEST, A DISTANCE OF 90.69 FEET; THENCE NORTH 40°30'52" WEST, A DISTANCE OF 56.51 FEET; THENCE NORTH 23°29'01" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 64°19'23" WEST, A DISTANCE OF 367.50 FEET; THENCE SOUTH 65°24'30" WEST, A DISTANCE OF 103.82 FEET; THENCE NORTH 21°53'43" WEST, A DISTANCE OF 153.19 FEET; THENCE NORTH 18°04'20" WEST, A DISTANCE OF 156.65 FEET; THENCE NORTH 01°51'12" EAST, A DISTANCE OF 58.74 FEET; THENCE NORTH 21°30'59" WEST, A DISTANCE OF 298.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 273,585 SQUARE FEET OR 6.28 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070

OR2054PG1478

Privett-Niles & Associates, Inc.
3000 North Ponce De Leon Blvd., Suite D
St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 4

OR2204PG 831

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5" BY 5" CONCRETE MONUMENT, SAID MONUMENT BEING AT THE SOUTHWESTERLY CORNER OF SECTION 57 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°24'38" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 57, A DISTANCE OF 1,710.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°52'08" EAST, A DISTANCE OF 57.09 FEET; THENCE SOUTH 70°35'15" EAST, A DISTANCE OF 85.27 FEET; THENCE NORTH 58°10'57" EAST, A DISTANCE OF 82.37 FEET; THENCE SOUTH 75°27'14" EAST, A DISTANCE OF 111.79 FEET; THENCE NORTH 29°04'05" EAST, A DISTANCE OF 100.45 FEET; THENCE SOUTH 62°01'12" EAST, A DISTANCE OF 75.21 FEET; THENCE NORTH 72°39'31" EAST, A DISTANCE OF 79.79 FEET; THENCE NORTH 36°16'06" WEST, A DISTANCE OF 98.44 FEET; THENCE NORTH 06°07'25" EAST, A DISTANCE OF 105.68 FEET; THENCE SOUTH 84°57'27" EAST, A DISTANCE OF 243.96 FEET; THENCE NORTH 68°43'24" EAST, A DISTANCE OF 380.65 FEET; THENCE NORTH 40°30'52" WEST, A DISTANCE OF 238.20 FEET; THENCE NORTH 48°24'40" EAST, A DISTANCE OF 35.56 FEET; THENCE NORTH 54°42'09" EAST, A DISTANCE OF 30.59 FEET; THENCE NORTH 89°37'11" EAST, A DISTANCE OF 38.68 FEET; THENCE SOUTH 30°14'31" EAST, A DISTANCE OF 99.50 FEET; THENCE NORTH 76°19'32" EAST, A DISTANCE OF 94.24 FEET; THENCE SOUTH 51°37'37" EAST, A DISTANCE OF 65.94 FEET; THENCE SOUTH 10°52'03" EAST, A DISTANCE OF 91.93 FEET; THENCE SOUTH 20°46'03" EAST, A DISTANCE OF 55.98 FEET; THENCE SOUTH 69°48'13" WEST, A DISTANCE OF 207.90 FEET; THENCE SOUTH 14°51'24" WEST, A DISTANCE OF 42.35 FEET; THENCE SOUTH 54°26'13" WEST, A DISTANCE OF 57.18 FEET; THENCE SOUTH 73°24'03" WEST, A DISTANCE OF 88.73 FEET; THENCE SOUTH 67°49'56" WEST, A DISTANCE OF 129.72 FEET; THENCE SOUTH 31°34'46" EAST, A DISTANCE OF 179.46 FEET; THENCE SOUTH 70°52'45" EAST, A DISTANCE OF 55.09 FEET; THENCE SOUTH 47°07'45" EAST, A DISTANCE OF 20.14 FEET; THENCE SOUTH 10°41'48" WEST, A DISTANCE OF 44.62 FEET; THENCE SOUTH 18°44'24" WEST, A DISTANCE OF 14.93 FEET; THENCE SOUTH 69°40'05" WEST, A DISTANCE OF 27.29 FEET; THENCE NORTH 19°16'32" WEST, A DISTANCE OF 31.22 FEET; THENCE NORTH 70°50'11" WEST, A DISTANCE OF 60.37 FEET; THENCE NORTH 35°49'44" WEST, A DISTANCE OF 211.47 FEET; THENCE SOUTH 53°42'39" WEST, A DISTANCE OF 202.52 FEET; THENCE SOUTH 66°49'30" WEST, A DISTANCE OF 166.68 FEET; THENCE SOUTH 72°19'39" WEST, A DISTANCE OF 175.23 FEET; THENCE SOUTH 33°36'47" WEST, A DISTANCE OF 68.19 FEET; THENCE SOUTH 87°07'46" WEST, A DISTANCE OF 31.35 FEET; THENCE SOUTH 61°13'52" WEST, A DISTANCE OF 100.01 FEET; THENCE NORTH 89°33'50" WEST, A DISTANCE OF 58.99 FEET; THENCE SOUTH 13°58'02" WEST, A DISTANCE OF 40.29 FEET; THENCE NORTH 68°00'06" WEST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 52°51'07" WEST, A DISTANCE OF 67.93 FEET; THENCE SOUTH 78°37'12" WEST, A DISTANCE OF 102.44 FEET; THENCE SOUTH 17°21'20" WEST, A DISTANCE OF 118.93 FEET; THENCE SOUTH 42°59'33" WEST, A DISTANCE OF 46.28 FEET; THENCE SOUTH 06°53'48" EAST, A DISTANCE OF 165.35 FEET; THENCE SOUTH 57°45'28" EAST, A DISTANCE OF 70.09 FEET; THENCE SOUTH 31°30'05" WEST, A DISTANCE OF 52.88 FEET; THENCE SOUTH 24°23'11" EAST, A DISTANCE OF 113.07 FEET; THENCE SOUTH 10°07'53" EAST, A DISTANCE OF 108.44 FEET; THENCE SOUTH 03°50'00" EAST, A DISTANCE OF 184.20 FEET; THENCE SOUTH 16°04'00" EAST, A DISTANCE OF 116.62 FEET; THENCE SOUTH 73°53'53" WEST, A DISTANCE OF 153.70 FEET; THENCE NORTH 13°00'03" WEST, A DISTANCE OF 144.85 FEET; THENCE NORTH 13°04'30" WEST, A DISTANCE OF 55.44 FEET; THENCE SOUTH 73°53'53" WEST, A DISTANCE OF 385.01 FEET; THENCE SOUTH 00°43'00" WEST, A DISTANCE OF 180.62 FEET; THENCE SOUTH 77°56'36" WEST, A DISTANCE OF 41.02 FEET; THENCE SOUTH 00°43'00" WEST, A DISTANCE OF 332.59 FEET; THENCE NORTH 35°41'51" WEST, A DISTANCE OF 176.60 FEET; THENCE NORTH 80°41'36" WEST, A DISTANCE OF 25.36 FEET; THENCE NORTH 68°31'02" WEST, A DISTANCE OF 22.30 FEET; THENCE NORTH 35°41'51" WEST, A DISTANCE OF 130.60 FEET; THENCE NORTH 02°24'46" WEST, A DISTANCE OF 54.70 FEET; THENCE NORTH 35°41'51" WEST, A DISTANCE OF 334.40 FEET; THENCE NORTH 00°33'37" EAST, A DISTANCE OF 144.66 FEET; THENCE NORTH 51°52'08" EAST, A DISTANCE OF 697.35 FEET; THENCE NORTH 39°21'48" WEST, A DISTANCE OF 30.01 FEET; THENCE NORTH 51°52'08" EAST, A DISTANCE OF 798.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 943,756 SQUARE FEET OR 21.67 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070

OR2054PG1479



Privett-Niles & Associates, Inc.
3000 North Ponce De Leon Blvd., Suite D
St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 5
 LEGAL DESCRIPTION

OR2204PG 832

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 5/8" REBAR IDENTIFIED AS "LB#4888", SAID POINT BEING AT THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF WOODLAWN ROAD (A 50.00 FOOT WIDE RIGHT OF WAY AS MONUMENTED); THENCE SOUTH 89°35'52" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 4757.78 FEET; THENCE SOUTH 00°24'08" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 1435.41 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54°39'41" EAST, A DISTANCE OF 49.09 FEET; THENCE NORTH 80°28'21" EAST, A DISTANCE OF 31.20 FEET; THENCE SOUTH 76°28'04" EAST, A DISTANCE OF 41.96 FEET; THENCE NORTH 65°12'31" EAST, A DISTANCE OF 117.08 FEET; THENCE NORTH 17°53'55" WEST, A DISTANCE OF 38.53 FEET; THENCE SOUTH 85°24'31" EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH 47°04'48" EAST, A DISTANCE OF 36.25 FEET; THENCE NORTH 85°53'37" EAST, A DISTANCE OF 11.25 FEET; THENCE SOUTH 41°47'07" EAST, A DISTANCE OF 26.81 FEET; THENCE SOUTH 82°23'51" EAST, A DISTANCE OF 26.28 FEET; THENCE SOUTH 45°29'48" EAST, A DISTANCE OF 37.47 FEET; THENCE SOUTH 02°51'45" EAST, A DISTANCE OF 11.95 FEET; THENCE SOUTH 38°57'13" WEST, A DISTANCE OF 25.93 FEET; THENCE SOUTH 74°07'35" EAST, A DISTANCE OF 34.12 FEET; THENCE SOUTH 56°23'11" EAST, A DISTANCE OF 21.27 FEET; THENCE SOUTH 24°01'33" EAST, A DISTANCE OF 60.47 FEET; THENCE SOUTH 53°44'05" EAST, A DISTANCE OF 36.20 FEET; THENCE SOUTH 07°20'51" EAST, A DISTANCE OF 33.64 FEET; THENCE NORTH 89°55'11" WEST, A DISTANCE OF 9.08 FEET; THENCE SOUTH 24°01'33" EAST, A DISTANCE OF 39.99 FEET; THENCE NORTH 56°20'43" WEST, A DISTANCE OF 96.05 FEET; THENCE SOUTH 08°52'46" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 86°55'54" WEST, A DISTANCE OF 78.30 FEET; THENCE SOUTH 08°47'01" WEST, A DISTANCE OF 107.46 FEET; THENCE SOUTH 01°58'29" WEST, A DISTANCE OF 223.76 FEET; THENCE SOUTH 00°38'46" WEST, A DISTANCE OF 60.46 FEET; THENCE SOUTH 86°53'49" WEST, A DISTANCE OF 361.87 FEET; THENCE NORTH 57°28'36" WEST, A DISTANCE OF 40.94 FEET; THENCE SOUTH 69°57'49" WEST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 41°50'00" EAST, A DISTANCE OF 61.25 FEET; THENCE SOUTH 63°57'56" WEST, A DISTANCE OF 87.89 FEET; THENCE SOUTH 36°14'21" WEST, A DISTANCE OF 88.55 FEET; THENCE SOUTH 89°02'26" WEST, A DISTANCE OF 87.91 FEET; THENCE NORTH 62°26'46" WEST, A DISTANCE OF 40.12 FEET; THENCE NORTH 06°58'03" EAST, A DISTANCE OF 24.03 FEET; THENCE SOUTH 87°22'54" WEST, A DISTANCE OF 59.33 FEET; THENCE NORTH 28°01'38" WEST, A DISTANCE OF 44.65 FEET; THENCE NORTH 12°12'17" WEST, A DISTANCE OF 115.91 FEET; THENCE NORTH 10°51'44" EAST, A DISTANCE OF 27.86 FEET; THENCE NORTH 36°23'43" EAST, A DISTANCE OF 13.12 FEET; THENCE NORTH 68°48'51" EAST, A DISTANCE OF 81.40 FEET; THENCE NORTH 84°59'25" EAST, A DISTANCE OF 14.68 FEET; THENCE SOUTH 85°41'50" EAST, A DISTANCE OF 64.64 FEET; THENCE NORTH 77°16'03" EAST, A DISTANCE OF 49.87 FEET; THENCE NORTH 52°54'14" EAST, A DISTANCE OF 50.52 FEET; THENCE NORTH 59°45'00" EAST, A DISTANCE OF 42.27 FEET; THENCE NORTH 52°08'24" EAST, A DISTANCE OF 44.69 FEET; THENCE SOUTH 39°15'26" EAST, A DISTANCE OF 34.70 FEET; THENCE NORTH 56°28'07" EAST, A DISTANCE OF 105.74 FEET; THENCE NORTH 39°19'49" EAST, A DISTANCE OF 196.55 FEET; THENCE NORTH 23°50'09" WEST, A DISTANCE OF 102.64 FEET; THENCE NORTH 02°15'00" EAST, A DISTANCE OF 79.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 295,898 SQUARE FEET OR 6.79 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070



OR2054P61480

Privett-Niles & Associates, Inc.
3000 North Ponce De Leon Blvd., Suite D
St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 6

LEGAL DESCRIPTION

OR2204PG 833

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT SOUTHWESTERLY CORNER OF SECTION 52, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF SAID COUNTY; THENCE NORTH 83°52'24" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 52, A DISTANCE OF 253.35 FEET TO THE SOUTHWESTERLY CORNER OF LOT 8 OF WOODLAWN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA, ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 134 OF SAID COUNTY AS CLAIMED BY GERALD E. AND DIANE MILLS; THENCE SOUTH 00°52'20" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 134, A DISTANCE OF 379.56 FEET TO POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°52'20" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 115.94 FEET; THENCE CONTINUE SOUTH 00°52'20" WEST, A DISTANCE OF 6.43 FEET; THENCE SOUTH 63°43'04" EAST, A DISTANCE OF 103 FEET MORE OR LESS TO ITS INTERSECTION WITH THE RUN OF RED HOUSE BRANCH; THENCE MEANDER THE RUN OF RED HOUSE BRANCH IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1400 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 137, PAGE 248 OF SAID COUNTY; THENCE SOUTH 01°41'25" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 114 FEET MORE OR LESS; THENCE NORTH 73°39'13" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 76.11 FEET; THENCE SOUTH 61°54'36" WEST, A DISTANCE OF 158.39 FEET; THENCE NORTH 63°29'05" WEST, A DISTANCE OF 102.28 FEET; THENCE SOUTH 40°22'11" WEST, A DISTANCE OF 75.79 FEET; THENCE NORTH 76°20'41" WEST, A DISTANCE OF 18.95 FEET; THENCE NORTH 24°01'33" WEST, A DISTANCE OF 38.35 FEET; THENCE NORTH 13°49'07" WEST, A DISTANCE OF 86.19 FEET; THENCE NORTH 29°08'42" EAST, A DISTANCE OF 54.88 FEET; THENCE NORTH 79°04'04" EAST, A DISTANCE OF 108.52 FEET; THENCE SOUTH 88°18'15" EAST, A DISTANCE OF 96.68 FEET; THENCE NORTH 60°53'52" EAST, A DISTANCE OF 60.94 FEET; THENCE SOUTH 86°55'57" EAST, A DISTANCE OF 104.66 FEET; THENCE NORTH 86°51'12" EAST, A DISTANCE OF 43.56 FEET; THENCE NORTH 73°47'40" EAST, A DISTANCE OF 129.05 FEET; THENCE NORTH 58°42'24" EAST, A DISTANCE OF 164.45 FEET; THENCE NORTH 64°55'17" EAST, A DISTANCE OF 59.37 FEET; THENCE NORTH 11°21'39" EAST, A DISTANCE OF 139.21 FEET; THENCE NORTH 64°33'19" EAST, A DISTANCE OF 87.86 FEET; THENCE SOUTH 53°24'22" EAST, A DISTANCE OF 81.30 FEET; THENCE NORTH 41°33'55" EAST, A DISTANCE OF 50.65 FEET; THENCE NORTH 22°31'39" WEST, A DISTANCE OF 71.46 FEET; THENCE NORTH 37°16'05" EAST, A DISTANCE OF 185.91 FEET; THENCE SOUTH 83°33'49" EAST, A DISTANCE OF 91.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.7 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070

OR2054PG1481



Privett-Niles & Associates, Inc.
 3000 North Ponce De Leon Blvd., Suite D
 St. Augustine, Florida 32084

CONSERVATION EASEMENT NO. 7
 LEGAL DESCRIPTION

OR2204PG 834

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 5" BY 5" CONCRETE MONUMENT, SAID MONUMENT BEING AT THE SOUTHEASTERLY CORNER OF SECTION 57 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 51°52'08" WEST, ALONG THE SOUTHEASTERLY LINE OF SECTION 2 OF SAID TOWNSHIP AND RANGE, A DISTANCE OF 1509.70 FEET; THENCE SOUTH 00°33'37" WEST ALONG THE EASTERLY LINE OF SAID SECTION 2, A DISTANCE OF 168.89 FEET; THENCE SOUTH 35°41'51" EAST DEPARTING THE EASTERLY LINE OF SAID SECTION 2, A DISTANCE OF 774.47 FEET; THENCE SOUTH 89°37'43" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°43'00" EAST, A DISTANCE OF 360.68 FEET; THENCE NORTH 73°53'53" EAST 1749.17 FEET; THENCE NORTH 36°29'53" EAST, A DISTANCE OF 58.17 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 162.00 FEET; THENCE NORTH 21°18'12" EAST, A DISTANCE OF 146.43 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 16°14'59" WEST, A DISTANCE OF 150.24 FEET; THENCE NORTH 32°52'05" WEST, A DISTANCE OF 185.26 FEET; THENCE NORTH 19°16'32" WEST, A DISTANCE OF 91.29 FEET; THENCE NORTH 26°34'02" EAST, A DISTANCE OF 52.11 FEET; THENCE NORTH 69°37'38" EAST, A DISTANCE OF 24.92 FEET; THENCE SOUTH 20°08'17" EAST, A DISTANCE OF 116.06 FEET; THENCE SOUTH 32°19'24" EAST, A DISTANCE OF 174.68 FEET; THENCE SOUTH 19°52'38" EAST, A DISTANCE OF 171.57 FEET; THENCE SOUTH 70°24'32" WEST, A DISTANCE OF 69.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,962 SQUARE FEET OR 0.66 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070

OR2054PG1482



Privett-Niles & Associates, Inc.
3000 North Ponce De Leon Blvd., Suite D
St. Augustine, Florida 32084

OR2204PG 835

CONSERVATION EASEMENT NO. 8
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 5" BY 5" CONCRETE MONUMENT, SAID MONUMENT BEING AT THE SOUTHEASTERLY CORNER OF SECTION 57 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 51°52'08" WEST, ALONG THE SOUTHEASTERLY LINE OF SECTION 2 OF SAID TOWNSHIP AND RANGE, A DISTANCE OF 1509.70 FEET; THENCE SOUTH 00°33'37" WEST ALONG THE EASTERLY LINE OF SAID SECTION 2, A DISTANCE OF 168.89 FEET; THENCE SOUTH 35°41'51" EAST DEPARTING THE EASTERLY LINE OF SAID SECTION 2, A DISTANCE OF 774.47 FEET; THENCE SOUTH 89°37'43" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°43'00" EAST, A DISTANCE OF 360.68 FEET; THENCE NORTH 73°53'53" EAST 1749.17 FEET, THE POINT OF BEGINNING; THENCE NORTH 36°29'53" EAST, A DISTANCE OF 58.17 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 162.00 FEET; THENCE NORTH 74°05'21" EAST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 03°26'21" WEST, A DISTANCE OF 120.67 FEET; THENCE SOUTH 19°59'57" EAST, A DISTANCE OF 76.29 FEET; THENCE SOUTH 73°53'53" WEST, A DISTANCE OF 153.66 FEET TO THE POINT OF BEGINNING.
CONTAINING 19,061 SQUARE FEET OR 0.44 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070



Privett-Niles & Associates, Inc.
 3000 North Ponce De Leon Blvd., Suite D
 St. Augustine, Florida 32084

OR2054PG1483

CONSERVATION EASEMENT NO. 10
 LEGAL DESCRIPTION

OR2204PG 836

A PARCEL OF LAND LYING IN SECTION 57, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

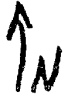
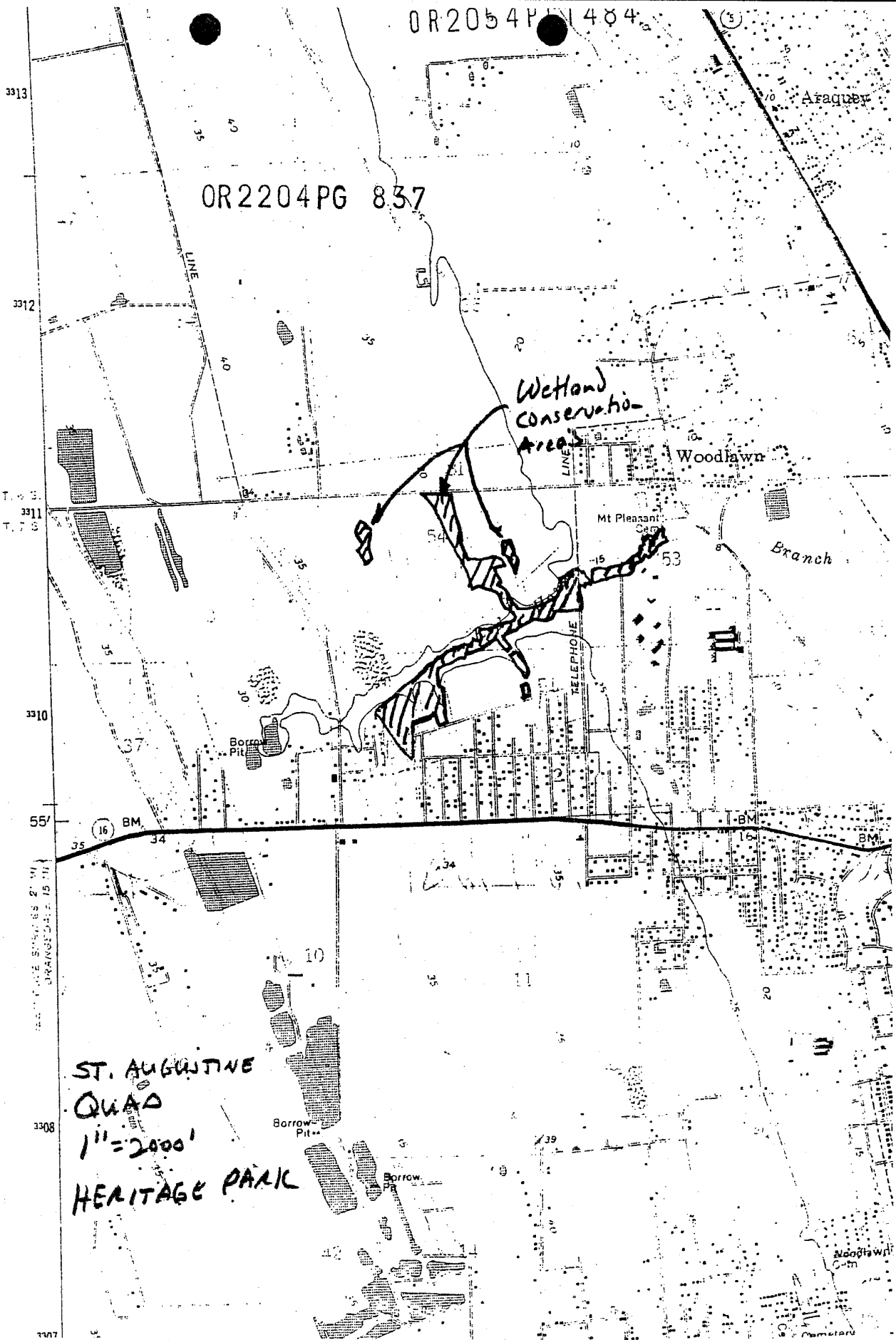
FOR A POINT OF REFERENCE, COMMENCE AT A 5/8" REBAR IDENTIFIED AS "LB#4888", SAID POINT BEING AT THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF WOODLAWN ROAD (A 50.00 FOOT WIDE RIGHT OF WAY AS MONUMENTED); THENCE SOUTH 89°35'52" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3949.20 FEET; THENCE SOUTH 00°24'08" WEST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 763.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°56'06" EAST, A DISTANCE OF 90.40 FEET; THENCE SOUTH 20°32'03" EAST, A DISTANCE OF 128.96 FEET; THENCE SOUTH 04°13'25" WEST, A DISTANCE OF 85.06 FEET; THENCE SOUTH 27°43'45" EAST, A DISTANCE OF 69.82 FEET; THENCE SOUTH 21°25'45" EAST, A DISTANCE OF 101.56 FEET; THENCE SOUTH 22°31'47" WEST, A DISTANCE OF 145.28 FEET; THENCE NORTH 29°08'47" WEST, A DISTANCE OF 136.53 FEET; THENCE NORTH 14°57'18" WEST, A DISTANCE OF 144.79 FEET; THENCE NORTH 66°31'51" WEST, A DISTANCE OF 32.28 FEET; THENCE NORTH 41°27'36" WEST, A DISTANCE OF 67.89 FEET; THENCE NORTH 02°22'01" WEST, A DISTANCE OF 183.49 FEET; THENCE NORTH 52°34'32" EAST, A DISTANCE OF 83.09 FEET TO THE POINT OF BEGINNING.
 CONTAINING 64,049 SQUARE FEET OR 1.47 ACRES, MORE OR LESS.

Telephone (904) 829-2591

Fax (904) 829-5070

OR2054P 1484

OR2204PG 837



ST. AUGUSTINE
 QUAD
 1" = 2000'
 HERITAGE PARK



Florida Exotic Pest Plant Council's

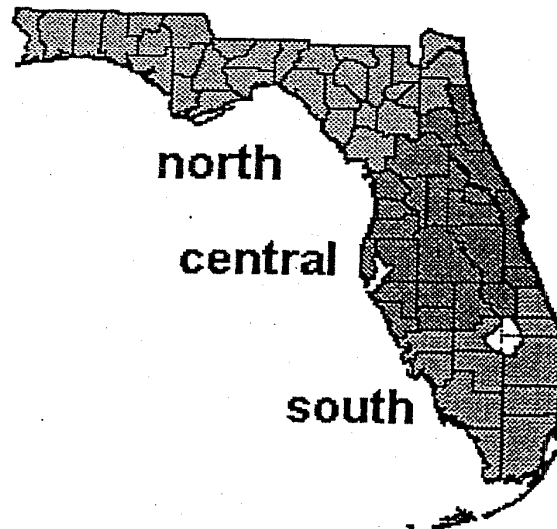
2001

List of Invasive Species

OR2204PG 838

Purpose of the List: *To focus attention on --*

- the adverse effects of exotic pest plants on Florida's biodiversity and ecosystems,
- the habitat losses from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need to prevent habitat losses through pest-plant management,
- the socioeconomic impacts of these plants (e.g., increased wildfires in Melaleuca areas),
- changes in the seriousness of different pest plants over time,
- the need to provide information that helps managers set priorities for control programs.
-



DEFINITIONS: *Exotic*—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native*—a species whose natural range included Florida at the time of European contact (1500 AD). *Naturalized exotic*—an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). *Invasive exotic*—an exotic that not only has naturalized but is expanding on its own in Florida plant communities.

Abbreviations used:

for "Gov. list": P = Prohibited by Fla. Dept. of Environmental Protection, N = Noxious weed listed by Fla. Dept. of

<http://www.fleppc.org/01list.htm>

5/16/2003

<i>nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied)				
<i>Hydrilla verticillata</i>	hydrilla	I	P, U	N, C, S
<i>Hygrophila polysperma</i>	green hygro	I	P, U	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (<i>I. brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	waterspinach	I	P, U	C
<i>Jasminum dichotomum</i>	Gold Coast jasmine	I		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine	I		C, S
<i>Lantana camara</i>	lantana, shrub verbena	I		N, C, S
<i>Ligustrum lucidum</i>	glossy privet	I		N, C
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	I		N, C, S
<i>Lonicera japonica</i>	Japanese honeysuckle	I		N, C, S
<i>Lygodium japonicum</i>	Japanese climbing fern	I	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N, C, S
<i>Manilkara zapota</i>	sapodilla	I		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	C, S
<i>Melia azedarach</i>	Chinaberry	I		N, C, S
<i>Mimosa pigra</i>	catclaw mimosa	I	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo	I		N
<i>Nephrolepis cordifolia</i>	sword fern	I		N, C, S
<i>Nephrolepis multiflora</i>	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed; cane grass	I	N	S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	I	N	S
<i>Paederia foetida</i>	skunk vine	I	N	N, C, S
<i>Panicum repens</i>	torpedo grass	I		N, C, S
<i>Pennisetum purpureum</i>	Napier grass	I		C, S
<i>Pistia stratiotes</i>	water lettuce	I	P	N, C, S
<i>Psidium cattleianum</i> (= <i>P. littorale</i>)	strawberry guava	I		C, S
<i>Psidium guajava</i>	guava	I		C, S
<i>Pueraria montana</i> (= <i>P. lobata</i>)	kudzu	I	N, U	N, C, S
<i>Rhodomlyrtus tomentosa</i>	downy rose-myrtle	I	N	C, S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				
<i>Ruellia brittoniana</i>	Mexican petunia	I		N, C, S

OR2204PG 839

<i>Sapium sebiferum</i>	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola sericea</i> (= <i>Scaevola taccada</i> var. <i>sericea</i> , <i>S. frutescens</i>)	scaevola, half-flower, beach nanpaka	I		C, S
<i>Schefflera actinophylla</i> (= <i>Brassaia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Senna pendula</i> (= <i>Cassia coluteoides</i>)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum tampicense</i> (= <i>S. houstonii</i>)	wetland night shade, aquatic soda apple	I	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		C, S
<i>Syzygium cumini</i>	jambolan, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew	I		N, C
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	I		S
<i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>)	Pará grass	I		C, S

OR2204PG 840

Category II - Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	EPPC Cat.	Gov. list	Reg. Dist.
<i>Adenanthera pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S
<i>Aleurites fordii</i> (= <i>Vernicia fordii</i>)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil-tree	II		S
<i>Alternanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coral vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S
<i>Begonia cucullata</i>	begonia	II		N, C

<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C
<i>Callisia fragrans</i>	inch plant, spironema	II		C, S
<i>Casuarina cunninghamiana</i>	Australian pine	II	P	C, S
<i>Cordia dichotoma</i>	sebsten plum	II		S
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus prolifer</i>	dwarf papyrus	II		C
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus pungens</i>	thorny eleagnus	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
<i>Ficus altissima</i>	false banyan	II		S
<i>Flacourtia indica</i>	govemor's plum	II		S
<i>Flueggea virosa</i>	Chinese waterberry	II		S
<i>Hibiscus tiliaceus</i>	mahoe, sea hibiscus	II		C, S
<i>Hiptage benghalensis</i>	hiptage	II		S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Koelreuteria elegans</i>	flamegold tree	II		C, S
<i>Leucaena leucocephala</i>	lead tree	II		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II		N, C, S
<i>Melinis minutiflora</i>	molasses grass	II		S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	II	P	N, C, S
<i>Ochrosia elliptica</i> (=O. <i>parviflora</i>)	kopsia	II		C, S
<i>Oeceoclades maculata</i>	ground orchid	II		C, S
<i>Passiflora biflora</i>	twin-flowered passion vine	II		S
<i>Passiflora foetida</i>	stinking passion-flower	II		C, S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pieris vittata</i>	Chinese brake fern	II		N, C, S
<i>Ptychosperma elegans</i>	solitary palm	II		S
<i>Rhynchelytrum repens</i>	Natal grass	II		N, C, S
<i>Ricinus communis</i>	castor bean	II		N, C, S
<i>Sansevieria hyacinthoides</i>	bowstring hemp	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum diphyllum</i>	twinleaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade	II		C
<i>Solanum torvum</i>	susumber, turkey berry	II	N, U	N, C, S
<i>Syzygium jambos</i>	rose-apple	II		C, S

OR2204PG 841

<i>Terminalia catappa</i>	tropical almond	II	C, S
<i>Terminalia muelleri</i>	Australian almond	II	C, S
<i>Tribulus cistoides</i>	puncture vine, bur-nut	II	N, C, S
<i>Urena lobata</i>	Caesar's weed	II	N, C, S
<i>Wedelia trilobata</i>	wedelia	II	N, C, S
<i>Wisteria sinensis</i>	Chinese wisteria	II	N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II	N, C, S

OR2204PG 842

Citation example:

FLEPPC. 2001. List of Florida's Invasive Species. Florida Exotic Pest Plant Council. Internet: <http://www.fleppc.org/O1list.htm>

The 2001 list was prepared by the FLEPPC Plant List Committee:

Daniel F. Austin (CO-CHAIR)
 Department of Biological Sciences
 Florida Atlantic University
 Boca Raton, FL 33431

Keith Bradley
 Institute for Regional Conservation
 22601 S.W. 152nd Ave.
 Miami, FL 33170

Kathy Craddock Burks (CO-CHAIR)
 Bureau of Invasive Plant Management
 Florida Department of Environmental Protection
 3915 Commonwealth Blvd., MS 710
 Tallahassee, FL 32399

Nancy Craft Coile
 Division of Plant Industry
 Florida Department of Agriculture and Consumer Services
 P.O. Box 147100
 Gainesville, FL 32614

James G. Duquesnel
 Florida Park Service
 Florida Department of Environmental Protection
 P.O. Box 487
 Key Largo, FL 33037

David W. Hall
 Consulting botanist
 6241 N.W. 23rd St.
 Gainesville, FL 32653

Roger Hammer
 Department of Parks and Recreation
 Miami-Dade County
 22200 S.W. 137th Ave.

<http://www.fleppc.org/O1list.htm>

5/16/2003

Miami, FL 33170

OR2054PG1490

Kenneth A. Langeland
Center for Aquatic and Invasive Plants, IFAS
University of Florida
7922 N.W. 71st St.
Gainesville, FL 32606

Robert W. Pemberton
Agricultural Research Station
U.S. Department of Agriculture
2305 College Ave.
Ft. Lauderdale, FL 33314

OR2204PG 843

Daniel B. Ward
Department of Botany
University of Florida
220 Bartram Hall
Gainesville, FL 32611

Richard P. Wunderlin
Institute for Systematic Botany
Department of Biological Sciences
University of South Florida
Tampa, FL 33620

<http://www.fleppc.org/01list.htm>

5/16/2003

EXHIBIT E

BASE MONTHLY HOMEOWNERS ASSOCIATION FEE

SINGLE FAMILY

OR2204PG 844

Parcel A & E-1	Patio Homes	\$45.00
Parcel C & E-2	Mid Single Family	\$48.00
Parcel D-1 & D-2	Large Single	\$50.00

MULTI FAMILY

Parcel F	Villas	\$40.00
----------	--------	---------

208030