

The Cottages

AT ST. AUGUSTINE BEACH

DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
THE COTTAGES AT ST. AUGUSTINE BEACH

12th St. and A1A Beach Blvd.
St. Augustine, FL
904.461.9690

sheila@staugustinebeachcottages.com
www.staugustinebeachcottages.com

MAILING ADDRESS: 509 Anastasia Blvd., St. Augustine, FL 32080

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
THE COTTAGES AT ST. AUGUSTINE BEACH

THIS DECLARATION is made this 4 day of JANUARY, 2008, by MAH, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE 1
MUTUALITY OF BENEFIT AND OBLIGATION

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

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

ARTICLE 2
DEFINITIONS

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

ARTICLE 2.1 **Association**. The Cottages At St. Augustine Beach Owners' Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

ARTICLE 2.2 **Board**. The Board of Directors of the Association.

ARTICLE 2.3 **Developer**. MAH, LLC, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to MAH, LLC as the Developer of the Property is not intended and shall not be

construed, to impose upon MAH, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from MAH, LLC and develop and resell the same.

ARTICLE 2.4 **Lot**. Any platted Lot located within the Property, on which a residential dwelling has been or could be constructed.

ARTICLE 2.5 **Owner**. The record owner or owners of any Lot.

ARTICLE 2.6 **Property or Subdivision**. The real property described on the attached Exhibit A of this Declaration.

ARTICLE 3 **PROPERTY SUBJECT TO THIS DECLARATION**

ARTICLE 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A hereof shall be the only Property subject to this Declaration, and (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration.

ARTICLE 4 **THE ASSOCIATION**

ARTICLE 4.1 **Membership**. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

ARTICLE 4.2 **Classes and Voting**. The Association shall have two classes of membership:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Developer, who 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 of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members**. The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. 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:

(i) Three (3) months after seventy five percent (75%) of the Lots have been conveyed to members of the Association other than the Developer; or

(ii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

ARTICLE 5.1 Regular Maintenance. The Association shall provide regular maintenance of the privacy fence running along and parallel to the rear boundary lines of each of the lots and along and parallel to the west boundary lines of Lots 20 and 39, as initially constructed by the Developer, which maintenance may include but is not limited to painting, repairing and replacing the fence (the "Regular Maintenance"). The cost of the Regular Maintenance shall be included within the annual assessments collected pursuant to Article 6.3 hereof.

ARTICLE 5.2 Access. For the purpose of performing the maintenance authorized by this Article 5, the Association, through its duly authorized agents or employees, shall have the right, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE 5.3 Working Capital Fund. The Association may establish a working capital fund which shall be funded as set forth in this Section 5.3. Upon the initial transfer of title of a Lot from the Developer to an Owner, the Owner may be required by the Developer to pay to the Association a working capital contribution of One Hundred and No/100 Dollars (\$100.00). This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article 5. The working capital fund established by the Association may be used for any purpose for which the Association's Board of Directors deems appropriate, including without limitation, for operational expenses, reserves, capital improvements, or similar uses.

ARTICLE 6

COVENANTS FOR MAINTENANCE ASSESSMENTS

ARTICLE 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate, late fees as hereafter provided, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner.

ARTICLE 6.2 Purpose of Assessments.

ARTICLE 6.2.1 The annual assessments levied by the Association shall be used to fund the obligations of the Association set forth in Article 5.1 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, and the Bylaws of the

Association, including those expenses reasonably necessary to fund the operation of the Association and maintain the Association in good standing as a Florida not-for-profit corporation. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to the obligations of the Association set forth in Article 5.1 hereof.

ARTICLE 6.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

ARTICLE 6.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Article 6.3. The annual assessment amount may be increased by an amount not to exceed fifteen percent (15%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Lot maybe increased above the fifteen percent (15%) limitation set forth in this Article 6.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

ARTICLE 6.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien; the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment payment is not paid within fifteen (15) days after the due date, the Association may charge a late fee not to exceed Twenty-five Dollars (\$25.00) for each unpaid assessment payment, and such unpaid assessment payment shall also bear interest from the due date at the highest lawful rate. The Association

may at any time bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

ARTICLE 6.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

ARTICLE 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association, excluding costs of deferred maintenance, replacements and reserves, remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE 7 **UTILITY PROVISIONS**

ARTICLE 7.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

ARTICLE 7.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

ARTICLE 7.3 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE 8

USE RESTRICTIONS AND RIGHTS RESERVED BY DEVELOPER

ARTICLE 8.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Article 8.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

ARTICLE 8.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of **1,900 square feet** of heated and air conditioned living area.

ARTICLE 8.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Association.

ARTICLE 8.4 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property.

ARTICLE 8.5 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a garage, so as to be totally isolated from public view on a regular basis. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. In order to maximize the aesthetics of streetscapes within the Subdivision, all four-wheel passenger automobiles shall be parked within designated parking areas and/or garages to the maximum extent that shall be reasonably practical.

ARTICLE 8.6 **Nuisances**. Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

ARTICLE 8.9 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's lot. Animals shall be kept for pleasure of Owners only and not for any commercial or breeding use or purposes.

ARTICLE 8.10 **Maintenance of Lots**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property.

ARTICLE 8.11 **Fences**. No fence, wall or other barrier shall be constructed upon any Lot, unless it is constructed in conformity with the restrictions contained in the PUD Ordinance (as hereinafter defined) and is approved in advance of construction by the Association.

ARTICLE 8.12 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

ARTICLE 8.13 **Window Air Conditioning**. No window air conditioning units shall be installed on any building within the Property.

ARTICLE 8.14 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Association in accordance with architectural criteria imposed by the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

ARTICLE 8.15 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association. The foregoing restriction shall not apply to any signage installed by the Developer.

ARTICLE 8.16 **Leasing**. No dwelling, or any portion thereof, located within the Property shall be leased for less than six (6) consecutive months.

ARTICLE 8.17 **Laundry Lines**. No cloths lines, laundry lines, or any other devise intended to be used for the drying of cloths, is permitted on any part of any Lot.

ARTICLE 8.18 **Exterior Lights**. All exterior lights (outside the residence), including landscaping lights, shall be placed to minimize glare on adjacent Lots.

ARTICLE 8.14 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms, conditions and restrictions imposed upon the

Property by St. Augustine Beach Ordinance 07-20, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference (hereinafter the "PUD"). In the event of any conflict between the terms hereof and the PUD, then the terms of the PUD shall control.

ARTICLE 9

ARCHITECTURAL REVIEW

ARTICLE 9.1 Architectural Review and Approval. Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, yard ornaments, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration (including the exterior color of structures) therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Association and no plan or specification shall be deemed approved unless a written approval is granted by the Association to the Owner submitting same. The Association shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Association to the Owner submitting same.

ARTICLE 9.2 Powers and Duties of the Association. The Association shall have the following powers and duties:

(a) To adopt and thereafter amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. Thereafter, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board of Directors of the Association. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the Association of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the Association pursuant to this Article 9. The Association may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such

additional information as reasonably may be necessary for the Association to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article 9, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

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

(e) All approvals given by the Association, and by the Developer pursuant to this Article, shall be evidenced by a stamp, seal or similar graphic representation which shall be affixed to the plans for the applicable improvements.

(f) The Association may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Association. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

(g) In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association as contemplated by this Article 9, neither the Developer nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer or the Association.

ARTICLE 10

DEVELOPER'S RIGHT TO APPROVE BUILDER/OWNER'S OBLIGATION TO COMMENCE CONSTRUCTION/DEVELOPER'S BUYBACK RIGHT

Article 10.1 **Developer's Right to Approve Builder.** The Developer hereby designates **Palmetto Builders, LLC**, a Florida limited liability company, as the exclusive

builder of homes on the Lots within the Property. The Developer reserves the right to terminate its designation of Palmetto Builders, LLC, at any time and designate a successor builder as the exclusive builder of homes. Any such termination and re-designation shall be made in a written instrument that shall be recorded in the Public Records of St. Johns County, Florida. No home may be constructed on any Lot by any builder other than the exclusive builder designated by the Developer. This prohibition relates only to the construction of the initial residence on the Lot and does not extend to subsequent construction activities, including renovations, repairs, remodeling, the addition of pools, and the like. In the event an Owner commences construction in violation of this provision, Owner agrees that, given the uncertainty of damages to the Developer, the Developer shall be entitled to obtain both a temporary and permanent injunction in the State courts of St. Johns County, Florida, without the requirement to post a bond, enjoining all construction activity on the Lot and requiring the removal of any improvements that have been constructed on the Lot. In any such action the Developer shall be entitled to recover its reasonable attorney's fees and costs.

Article 10.2 **Owner's Obligation to Commence Construction/Developer's Right to Repurchase Lot if Construction is Not Timely Commenced.** By accepting title to a Lot in the Property, the Owner of a Lot acknowledges the obligation to commence the construction of a single-family home on the Lot on or before **December 31, 2011**, and to diligently pursue the completion of construction. Construction shall be deemed "commenced" when all applicable building permits have been issued and the Lot has been cleared. In addition, each Owner accepting title to a Lot in the Property acknowledges and grants to the Developer an option, exercisable within an additional period of ninety (90) days, to repurchase the Lot if construction of a single-family home on the Lot is not so commenced, at a repurchase price equal to the original price of the Lot. All transfer taxes and costs associated with the repurchase, other than the Owner's attorney's fees, but including title insurance and recording charges shall be paid by the Developer. In the event Developer fails to exercise this option with respect to any Lot, the Developer's right to repurchase under this Section 10.2 shall automatically terminate as to that Lot only.

Article 10.3 **Restrictions To Be Included In Deeds.** The covenants and restrictions contained in Articles 10.1 and 10.2, above may be included in any deed conveying ownership of a Lot from the Developer.

ARTICLE 11

GENERAL PROVISIONS

ARTICLE 11.1 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory, injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable

attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this Article shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

ARTICLE 11.2 Fines. In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article 6 hereof.

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

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

ARTICLE 11.3 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

ARTICLE 11.4 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

ARTICLE 11.5 **Titles**. The addition of titles to the various Articles of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

ARTICLE 11.6 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding three fourths (3/4) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property or to bring this Declaration into compliance with the requirements of the Federal Department of Housing and Urban Development ("HUD"), the Veteran's Administration ("VA"), or any other governmental authority having jurisdiction. Any such amendment to this Declaration shall be executed by the Association and, Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

ARTICLE 11.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

ARTICLE 11.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

ARTICLE 11.9 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 4th day of Jan, 2008.

Signed, sealed and delivered in the presence of:

MAH, LLC, a Florida limited liability company

Kim Stone
Print Name Kim Stone

Tom Marsh
Print Name Tom Marsh

By: [Signature]
Print Name: Robert H. Hahnemann
Title: Manager

509 Anastasia Blvd.
St. Augustine, Florida 32080

STATE OF FLORIDA)
) SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 4th day of January, 2008 by Robert H. Hahnemann, the Manager of MAH, LLC, a Florida limited liability company, on behalf of the company.



Kathleen Whitmire
(Print Name Kathleen Whitmire)
NOTARY PUBLIC, State of Florida at Large
Commission # DD 721296
My Commission Expires: Oct 2, 2011
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A
(Property Subject to Declaration)

Lots 20, 21, 22, 23, 36, 37, 38, and 39, ATLANTIC BEACH SUBDIVISION, according to the Plat thereof as recorded in Map Book 2, Page 50, of the Public Records of St. Johns County, Florida.

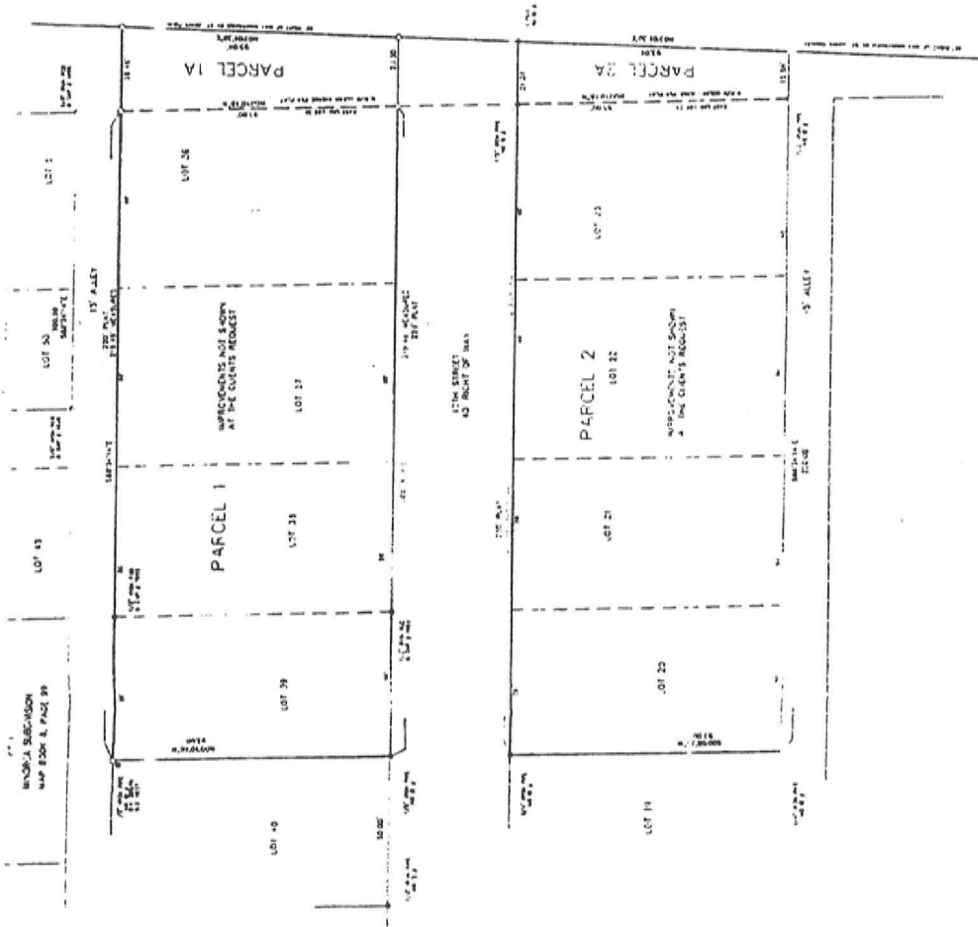


EXHIBIT A

DESCRIPTION PARCEL 1

SECTION 24, T. 2 N., R. 2 E., S. 10 E.,
COUNTY ROAD 11-A, ON THE WEST 1/4 OF THE EAST 1/4 OF
LOT 38, AND ON THE EAST 1/4 OF THE WEST 1/4 OF LOT 39
COUNTY ROAD 11-A.

DESCRIPTION PARCEL 2

SECTION 24, T. 2 N., R. 2 E., S. 10 E.,
COUNTY ROAD 11-A, ON THE WEST 1/4 OF THE EAST 1/4 OF
LOT 38, AND ON THE EAST 1/4 OF THE WEST 1/4 OF LOT 39
COUNTY ROAD 11-A.

DESCRIPTION PARCEL 2

SECTION 24, T. 2 N., R. 2 E., S. 10 E.,
COUNTY ROAD 11-A, ON THE WEST 1/4 OF THE EAST 1/4 OF
LOT 38, AND ON THE EAST 1/4 OF THE WEST 1/4 OF LOT 39
COUNTY ROAD 11-A.

DESCRIPTION PARCEL 2

SECTION 24, T. 2 N., R. 2 E., S. 10 E.,
COUNTY ROAD 11-A, ON THE WEST 1/4 OF THE EAST 1/4 OF
LOT 38, AND ON THE EAST 1/4 OF THE WEST 1/4 OF LOT 39
COUNTY ROAD 11-A.

EXHIBIT B
(Articles of Incorporation of The Cottages At St. Augustine Beach Owners' Association)

ARTICLES OF INCORPORATION OF
THE COTTAGES AT ST. AUGUSTINE BEACH OWNERS' ASSOCIATION, INC.
(a corporation not-for-profit)

I. NAME AND DEFINITIONS.

The name of this corporation shall be The Cottages At St. Augustine Beach Owners' Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for The Cottages At St. Augustine Beach to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 509 Anastasia Boulevard, St. Augustine, Florida 32080, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within The Cottages At St. Augustine Beach (the "Subdivision").

B. To maintain, repair and replace the privacy fence running along and parallel to the rear boundary lines of each of the Lots in the Subdivision, and along and parallel to the west boundary lines of Lots 20 and 39 of the Subdivision, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

D. To provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

F. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

G. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The Members ("Members") shall consist of the Developer, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.
2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. 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) Three (3) months after seventy five percent (75%) of the Lots have been conveyed to members of the Association other than the Developer; or
- (b) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property; all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. **BOARD OF DIRECTORS.**

A. For so long as the Class B Membership shall exist, the affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors, thereafter, the affairs of the Association shall be managed by a Board of Directors consisting of eight (8) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint each of the Directors. Thereafter, the Owner of each Lot shall be entitled to appoint a single Director, who shall serve at the pleasure of the Owner, and may be removed from office, and a successor Director may be appointed, at any time by the Owner.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Robert H. Hahnemann
509 Anastasia Boulevard
St. Augustine, Florida 32080

Tom Marsh
509 Anastasia Boulevard
St. Augustina, Florida 32080

Sheila R. Vidamour
509 Anastasia Boulevard
St. Augustine, Florida 32080

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

All Offices

Robert H. Hahnemann

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. The existence of the Association shall commence upon the filing of these Articles with the Florida Secretary of State.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Robert H. Hahnemann
509 Anastasia Boulevard
St. Augustine, Florida 32080

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments,

finances, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership,

association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System is transferred to and accepted by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar

import, and until responsibility for any permit issued by the Army Corps. of Engineers (ACOE) is transferred to an entity acceptable to the ACOE.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to-the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 4th day of Jan, 2008.

Signed, sealed and delivered
in the presence of:

Kim Stone
Kim Stone
(Print or Type Name)

Tom Marsh
Tom Marsh
(Print or Type Name)

Robert H. Hahnemann
Robert H. Hahnemann
Incorporator

STATE OF FLORIDA }
 }
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 4th day of January, 2008, by Robert H. Hahnemann, the Incorporator of **THE COTTAGES AT ST. AUGUSTINE BEACH OWNERS' ASSOCIATION, INC.**, on behalf of the corporation.



Kathleen Whitmire
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission # DD 721296
My Commission Expires:
☒ Personally Known, or
☐ Produced I.D.
[check one of the above]
Type of Identification Produced _____

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

THE COTTAGES AT ST. AUGUSTINE BEACH OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED ROBERT H. HAHNEMANN, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S BUSINESS ADDRESS IS, 509 ANASTASIA BOULEVARD, ST. AUGUSTINE, FLORIDA 32080, AND THE CORPORATION'S REGISTERED OFFICE IS THE SAME.

THE COTTAGES AT ST. AUGUSTINE
BEACH OWNERS' ASSOCIATION, INC.

By:


Robert H. Hahnemann

Incorporator

Dated: Jan 4th, 2008

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT 509 ANASTASIA BOULEVARD, ST. AUGUSTINE, FLORIDA 32080, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


Robert H. Hahnemann

Registered Agent

Dated: Jan. 4th, 2008

EXHIBIT C
(Bylaws of The Cottages At St. Augustine Beach Owners' Association, Inc.)

BYLAWS
OF
THE COTTAGES AT ST. AUGUSTINE BEACH OWNERS' ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for The Cottages At St. Augustine Beach ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of The Cottages At St. Augustine Beach Owners' Association, Inc. ("Association") shall be at 509 Anastasia Boulevard, St. Augustine, Florida 32080, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. For so long as the Class B Membership shall exist, any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Developer, thereafter such vacancy shall be filled by the Owner of Lot who appointed the Director.

V. APPOINTMENT OF DIRECTORS.

A. For so long as the Class B Membership shall exist, the affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors, thereafter, the affairs of the Association shall be managed by a Board of Directors consisting of eight (8) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint each of the Directors. Thereafter, the Owner of each Lot shall be entitled to appoint a single Director, who shall serve at the pleasure of the Owner, and may be removed from office, and a successor Director may be appointed, at any time by the Owner.

B. The members of the Board appointed in accordance with the procedures set forth in this Article V shall be deemed appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
5. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.
6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.
2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.
3. With reference to assessments of the Association:
 - (a) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in-advance of such date or period;
 - (b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
 - (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all checks and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The Board shall have the power and authority to appoint such committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than fifty percent (50%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: The Cottages At St. Augustine Beach Owners' Association, Inc., not for profit, 2007.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of The Cottages
At St. Augustine Beach Owners' Association, Inc.,
a Florida corporation, not for profit effective
Jan 4, 2007

By: 
Robert Hahnemann, Secretary

EXHIBIT D
(PUD Ordinance)

ORDINANCE 07-20

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA APPROVING THE PLANNED UNIT DEVELOPMENT APPLICATION OF MAH, L.L.C TO BE KNOWN AS THE COTTAGES AT ST. AUGUSTINE BEACH. FOR THE FOLLOWING DESCRIBED PROPERTY IN ST. JOHNS COUNTY AND THE NARRATIVE THEREFORE AS ATTACHED AS EXHIBIT "A" AND PROVIDING AN EFFECTIVE DATE:

LOTS 20, 21, 22, 23, 36, 37, 38 AND 39 OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

AND

THAT STRIP OF LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 23, ATLANTIC BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 23 TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE WEST BY THE EAST LINE OF SAID LOT 23, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A

AND

THAT STRIP OF LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 36, ATLANTIC BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 36 TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE WEST BY THE EAST LINE OF SAID LOT 36, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, as follows:

1. That as requested by MAH, L.L.C. in its application with supporting documents for an amendment to the Future Land Use Map of the City and an amendment to the Land Use Designation of the property described in that application.

2. That development of the lands within this Planned Unit Development to be known as the Cottages at St. Augustine Beach shall proceed in accordance with the Planned Unit Development Application, narrative as attached as Exhibit "A", and supporting documents on file with the City's Planning and Zoning Department and which are incorporated by reference into and made part of this Ordinance and as supplemented by the provisions of this Ordinance. In the case of conflict between the Application and supporting documents and the provisions of this Ordinance described below, the provisions described below shall prevail.

3. That no commercial uses shall be allowed within the lands encompassed by the Planned Unit Development.

4. That all roadways and parking areas located within the project shall be constructed in accordance with standards approved by the City of St. Augustine Beach.

5. That all stormwater and surface water management systems shall be constructed in accordance with standards approved by the City of St. Augustine Beach and by any agency exercising jurisdiction over the construction, maintenance and operation of said systems.

6. That all water and sewer service extension facilities provided by the developer of the project shall meet the standards for such facilities as established by the County of St. Johns.

7. That all easements required for maintenance and repair of any systems, facilities, roadways or parking areas dedicated to the City shall be granted to the City at no cost upon the request of the City.

8. That the developer or its assigns shall submit a final development plan for the Planned Unit Development in accordance with the Land Development Regulations of the City of St. Augustine Beach, Florida.

9. That the City of St. Augustine Beach is hereby authorized to issue building permits, certificates and other documents authorizing construction of said Planned Unit Development in accordance with the development plan after its approval pursuant to the Land Development Regulations of the City.

10. This Ordinance shall take effect upon passage.

PASSED by the City of St. Augustine Beach, Florida, on second reading this 5th day of November, 2007.

**CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE BEACH**

BY: 
Mayor-Commissioner

ATTEST:


City Manager

First Reading: October 1, 2007
Second Reading: November 5, 2007

- Revised per Planning and Zoning recommendations 9/18/07
- Second revised PUD Narrative per Planning and Zoning recommendations

10/16/07

The Cottages at St. Augustine Beach

DEVELOPMENT PLAN NARRATIVE

SECTION 1

INTRODUCTION AND APPLICATION

This Development Plan Narrative is included as a supplement to an Application for a Major Development Review accompanying the previously submitted Concept Review for the City of St. Augustine Beach, Florida and for rezoning of certain lands to Planned Unit Development ("PUD"). The Application and this Narrative are filed on behalf of MAH, LLC, and the Applicant.

The property sought to be zoned consists of approximately 1.15 acres as more particularly described in the legal description attached as Exhibit "A" (the "Property"). The Property is composed of 8 (8) platted lots in the Atlantic Beach subdivision, with 4 lot measuring 50' in width by 93' in depth and 4 lots measuring 60' in width by 93 'in depth. Because the lots are a part of a previously approved subdivision, the lots are exempt from concurrency review, drainage review and other criteria that would be applicable to unplatted lands. The Property is bounded on the east by A1A Beach Boulevard and divided by Twelfth Street with four lots to the north and four lots to the south of 12th Street.

The subject property is owned by MAH, LLC, "Applicant," as shown by the Proof of Ownership attached hereto as Exhibit "A".

The Applicant has authorized Kim Stone or her designees to act on its behalf with regard to this Application.

A list of property owners within three hundred (300) feet for notification purposes is included as Exhibit "M".

The Applicant hereby stipulates and agrees to proceed with the proposed development in accordance with the PUD Ordinance as adopted by the City Commission of the City of St. Augustine Beach. The Applicant also agrees to comply with all conditions and safeguards established by the City Commission regarding said PUD.

Except to the extent that they conflict with this written PUD Description and development plans approved pursuant to this ordinance, all building codes, zoning ordinances and other land use and development regulations of the City, including, without limitation, the Sign Ordinance and Building Code, as may be amended from time to time, shall be applicable to this development. The provisions of this PUD written description shall take precedence over any contrary provision of the land use codes, zoning codes, and development regulations. The City of St. Augustine Beach shall file amendments to the future land use map as required to permit the proposed development.

SECTION 2

PHYSICAL SITE CHARACTERISTICS AND EXISTING ZONING AND LAND USE

The site is flat with moderate topographic relief. It is currently occupied by a 15 unit motel on the south side of 12th Street and vacant on the north side of 12th Street.

All 8 lots are in the Commercial land use classification of the City under the current zoning. The lots will be classified mixed use when the ordinance approved by the commission has been approved by the state. The density will actually be decreased with the proposed land use change to one residence per platted lot.

SECTION 3

INTENDED PLAN OF DEVELOPMENT

Planned Unit Development is intended to provide flexibility of design with overall development consistent with the intent of the Land Development Code. It facilitates a more creative approach to the development of land than the strict application of the code and allows control by the City over aspects of development that it would not otherwise have. This Application is designed to provide a residential neighborhood that is stable in character, retains property values over time, is consistent with those portions of the Vision Plan under consideration that have been commonly accepted and provides economic benefit to the City and to the future residents of The Cottages at St. Augustine Beach PUD.

The development plan includes a total of eight (8) detached single-family residential units and associated parking, together with a linear park, as depicted on the PUD Map attached as Exhibit "J". The development plan is based on an attempt to address several design and planning problems with the Property including:

- The commercial designation of the site is neither in the best interests of the City nor of the site. As evidenced by the pattern of development along A1A Beach Boulevard, strip commercial does not lead to an aesthetically pleasing, pedestrian friendly environment. Nor does it lead to the long-term business

stability found when business uses are clustered. Furthermore, orientation of businesses to A1A Beach Boulevard results in diminution of residential values and quality of life to the rear due to conflicts with traffic, service entrances, HVAC equipment and the general tendency of architects to ignore the relationship of the rear of commercial buildings with the adjacent properties.

- The proximity of A1A Beach Boulevard to the easternmost lots reduces value and quality of life without adequate buffering and landscaping.
- The existing zoning permits the combination of lots into larger tracts with large, multifamily structures, with setbacks measured only from the outside of the large building. Such multi-family structures have, to date, been characterized by flat roofs, bland architecture and varying quality. Even though this is allowed under the LDC, the Applicant believes that the neighborhood and the value of the product he wishes to deliver dictates single family detached development. The narrowness of the lots and the application of the residential setbacks of the code to detached structures, however, make attractive architecture for single-family detached residences challenging. As indicated on the graphic attached as Exhibit "T", the buildable footprint on one lot is 1290 square feet. A single car garage would occupy not less than 240 of those square feet. On a corner lot, the buildable area is only 1075 square feet. On such narrow lots the garage door is often the most significant architectural feature.
- The plan of development had to provide sufficient value to justify (a) construction of a linear plaza to be donated to the City when completed (b) a

crosswalk at 12th Street across A1A beach Boulevard and (c) Caution lighting in the intersection for safe pedestrian travel.

- The plan of development had to be consistent with the Vision Plan.

The PUD seeks to modify certain development criteria that would apply with the present zoning. Those criteria are enumerated as follows:

	Commercial	Residential	The Cottages at SAB
Front Yard	25	25	12
Side Yard	10	10	7.5 on the 4- 60 ft. lots and 5 on the 4 -50 ft. lots
Rear yard	25	25	20
Street Side	15	15	5
Impervious	70%	50%	56%

With respect to the setbacks requested, please note that if the alleyways were vacated, no modification to the rear yard set back would be required. Please also note that the total impervious coverage is a reduction from that which would apply with the existing land use classification, which is 70% for commercial.

In exchange, the Applicant would propose to impose the following development criteria:

- A. All homes built in the PUD will be single family detached and will conform to the architectural criteria set forth in Exhibit "K" attached hereto and incorporated herein by reference. The elevations attached as Exhibit "J" represent examples of the intended elevation appearance from A1A Beach Blvd. The elevations shall not exceed 27 feet in height on the lots bordering the
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Boulevard. Actual construction may vary from these floor plans or elevations, but the essence and style of architecture shall be consistent with the elevations presented on Exhibit J. Towers are optional throughout the PUD and cannot be guaranteed. In the remaining 6 lots, if tower options are exercised, the towers will be placed within the current side yard setbacks, per the LDR's, of the City of St. Augustine Beach.

- B. All utilities will be underground.
- C. No home will exceed two (2) living stories. The limitation on stories shall not prohibit the inclusion of one "tower" per residence consisting of a conditioned space of not more than 300 square feet (including the stairwell), containing no plumbing fixtures.
- D. Applicant will landscape the area described on Exhibit "G, L & J" (the "Linear Plaza") as set forth in such plans and will dedicate that portion of such lands as are owned by the Applicant to the City for use as a public park and pedestrian area. The Linear Plaza will measure from the edged of the sidewalk to the eastern boundary of lots 36 and 23. Not including those areas with in the rights of way of 12th Street. It will be landscaped with a seating area on the north portion of the park and native grasses, trees and plant material as recommended by the beautification committee and city staff. Plans of the Linear Plaza shall be provided for the approval of the Beautification Committee.
- E. All homes will have garages set back five feet from the structure facing 12th Street.

- F. On or before the issuance of a Certificate of Occupancy for the 1st home, Applicant will permit and construct the linear park.
- G. The two homes along A1A Beach Boulevard will not exceed 27' in height, including the optional towers as described in the application. The remaining 6 lots will not exceed 35 feet in height including optional towers.
- H. Two car garages and two driveway parking spaces will be provided at each home.
- I. Applicant will install decorative pavers and a pedestrian safety light in the crosswalk at 12th Street and A1A Beach Boulevard as depicted in the City Vision Plan. The timing and materials to be determined by the City.
- J. Applicant will prohibit side yard fences between structures except the possibility of a 4-foot white aluminum rail and picket fence to define the linear plaza from the private property on A1A Beach Blvd. The linear plaza and the associated fence shall be approved by the Beautification Committee prior to final approval of the PUD. Rear yard fences shall be permitted within the existing fence ordinance criteria of the city of St. Augustine Beach. Front yard fences will be limited to decorative white picket style fencing similar to those in exhibit O. The front yard fences shall not exceed 3 1/2 feet in height, are designed for curbside appeal and will not hinder emergency vehicle access.

SECTION 4

ADDITIONAL RESTRICTIONS AND GUIDELINES

The following additional requirements and conditions shall be met for the development of the site:

- A. *Roadways*: All roadways are currently in place.
- B. *Signage*: All signage except temporary marketing belongs to the city and is in place.
- C. *Utilities*: St. Johns County Utility Department has provided public water and sewer service to the development.
- D. *Storm water/Drainage*: Storm water will be treated with the City of St. Augustine Beach's Master Drainage Plan.
- E. *Electric Power/Telephone/Cable*: All electrical, telephone and cable lines will be installed underground on the site. Electricity will be provided by FPL and/or its successors or assigns.
- F. *Lighting*: Lighting shall be placed on each residence. All landscape lighting (if any) shall be placed to minimize glare on adjacent properties.
- G. *Model Homes*: One model home may be constructed and used as a sales center.

SECTION 5

BENEFITS TO CITY

The proposal has material benefit to the City, many of which are clarified by reference to the Vision Plan developed by the City's consultants, Wallace, Roberts &

Todd, after a lengthy and inclusive process. Among these benefits, referenced to the Wallace, Roberts & Todd Report are:

- Issue: Property fragmentation inhibits the development of larger commercial centers. Most retail business uses cannot stand as small stand-alone uses (WRT, p. 10).

Response: This plan of development replaces site that could exacerbate this problem with attractive, cohesive pattern of development.

- Issue: Existing regulations are not conducive to the desired development character of A1A Beach Boulevard, are not effective at precluding incompatibilities, and do not address buffering, connectivity and access

Response: The proposed plan provides a soft, appealing corridor and architecture behind the Linear Park that creates cohesion. The installation of landscaping and sidewalks along A1A Beach Boulevard and the cross streets create a pleasing buffer and encourage pedestrian movement.

- Issue: Existing regulations do not encourage variable roof planes and architectural interest (WRT, p. 13).

Response: The architectural guidelines included in the PUD guarantee architectural styles consistent with the Vision.

- Issue: Shorter front set backs with parking to the side and rear is desirable (WRT, p. 18).

Response: The plan adopts this principle as an enforceable standard.

- Issue: Activity centers should be connected by pedestrian friendly corridors (WRT, p. 23)

Response: The installation of the Linear Park from 11th Street to 13th Street compliments the existing parkette to the north of 11th Street.

- Issue: High quality residential and transient uses should be encouraged between Sixteenth Street and “F” Street, A1A Beach Boulevard and Second Avenue.

Response: This proposal is consistent with that Vision.

This PUD is consistent with the architectural styling and beach side atmosphere dictated in the vision plan. The Cottages are compatible and will compliment the current uses on 12th Street.

Recent approval of high density commercial hotel use for the previously labeled “Palm Row” parcel will soon flood the market with available hotel accommodations, making a similar business less viable.

SECTION 6

SCHEDULE OF DEVELOPMENT

The project shall be developed beginning the effective date of the initial PUD Zoning Ordinance and extending through build out of the project. Commencement of construction shall be deemed to have occurred upon approval of final construction plans for horizontal improvements and payment of the required inspection fees. Completion is defined as receipt from the City of a Certificate of Occupancy and/or completion of the horizontal improvements contemplated by the Application.

SECTION 7

SUMMARY AND CONCLUSION

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

1. The project will not adversely affect the orderly development of the City as contemplated in its Comprehensive or Vision Plans. The property is presently zoned Commercial under the City zoning system which allows development activities more pervasive than those as proposed within this application. As described, this use is compatible with the surrounding zoning, existing Comprehensive Plan, and Future Vision Plan, as well as the overall trend of the area. The applicant believes that the proposed PUD will be a benefit to the future occupants of the project and to the residents of the City and the City will be afforded control over the development consistent with the PUD.
2. The project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties or neighborhood. The Applicant will maintain the character and appearance set forth herein.
3. The conditions stipulated in the PUD application and imposed by this ordinance provide for strict regulation and maintenance of this project. A homeowners association imposed would insure the architectural integrity; style, color and features of this project are consistent with the vision plan. An association shall be formed to further protect the residents of the Cottages and the city regarding side yard fencing and other concerns as directed by the city and the ordinance.


4. When developed in accordance with the conditions stipulated by this ordinance, the PUD will maintain the standards of the area, comply with the Vision Plan, complement the neighboring developments and will be compatible with the desired future development of the area. It is the opinion of the applicant that Sec. 3.04.01 Purpose, and 3.04.02 Compliance procedure, is in large part considered when requesting this PUD.

RESPECTFULLY SUBMITTED this 21st day of August 2007.

APPLICANT:

MAH, LLC

By: _____



Kimberly C. Stone
Authorized Agent

ORDINANCE 07-20

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA APPROVING THE PLANNED UNIT DEVELOPMENT APPLICATION OF MAH, L.L.C TO BE KNOWN AS THE COTTAGES AT ST. AUGUSTINE BEACH. FOR THE FOLLOWING DESCRIBED PROPERTY IN ST. JOHNS COUNTY AND THE NARRATIVE THEREFORE AS ATTACHED AS EXHIBIT "A" AND PROVIDING AN EFFECTIVE DATE:

LOTS 20, 21, 22, 23, 36, 37, 38 AND 39 OF ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

AND

THAT STRIP OF LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 23, ATLANTIC BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 23 TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE WEST BY THE EAST LINE OF SAID LOT 23, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A

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THAT STRIP OF LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 36, ATLANTIC BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 36 TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A, ON THE WEST BY THE EAST LINE OF SAID LOT 36, AND ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD A-1-A

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, as follows:

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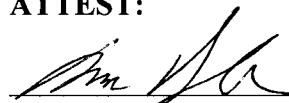
PASSED by the City of St. Augustine Beach, Florida, on second reading this 5th day of November, 2007.

**CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE BEACH**

BY: 

Mayor-Commissioner

ATTEST:



City Manager

First Reading: October 1, 2007
Second Reading: November 5, 2007

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10/16/07

The Cottages at St. Augustine Beach

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- Issue: Property fragmentation inhibits the development of larger commercial centers. Most retail business uses cannot stand as small stand-alone uses (WRT, p. 10).

Response: This plan of development replaces site that could exacerbate this problem with attractive, cohesive pattern of development.

- Issue: Existing regulations are not conducive to the desired development character of A1A Beach Boulevard, are not effective at precluding incompatibilities, and do not address buffering, connectivity and access

Response: The proposed plan provides a soft, appealing corridor and architecture behind the Linear Park that creates cohesion. The installation of landscaping and sidewalks along A1A Beach Boulevard and the cross streets create a pleasing buffer and encourage pedestrian movement.

- Issue: Existing regulations do not encourage variable roof planes and architectural interest (WRT, p. 13).

Response: The architectural guidelines included in the PUD guarantee architectural styles consistent with the Vision.

- Issue: Shorter front set backs with parking to the side and rear is desirable (WRT, p. 18).

Response: The plan adopts this principle as an enforceable standard.

- Issue: Activity centers should be connected by pedestrian friendly corridors (WRT, p. 23)

Response: The installation of the Linear Park from 11th Street to 13th Street compliments the existing parkette to the north of 11th Street.

- Issue: High quality residential and transient uses should be encouraged between Sixteenth Street and “F” Street, A1A Beach Boulevard and Second Avenue.

Response: This proposal is consistent with that Vision.

This PUD is consistent with the architectural styling and beach side atmosphere dictated in the vision plan. The Cottages are compatible and will compliment the current uses on 12th Street.

Recent approval of high density commercial hotel use for the previously labeled “Palm Row” parcel will soon flood the market with available hotel accommodations, making a similar business less viable.

SECTION 6

SCHEDULE OF DEVELOPMENT

The project shall be developed beginning the effective date of the initial PUD Zoning Ordinance and extending through build out of the project. Commencement of construction shall be deemed to have occurred upon approval of final construction plans for horizontal improvements and payment of the required inspection fees. Completion is defined as receipt from the City of a Certificate of Occupancy and/or completion of the horizontal improvements contemplated by the Application.

SECTION 7

SUMMARY AND CONCLUSION

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

1. The project will not adversely affect the orderly development of the City as contemplated in its Comprehensive or Vision Plans. The property is presently zoned Commercial under the City zoning system which allows development activities more pervasive than those as proposed within this application. As described, this use is compatible with the surrounding zoning, existing Comprehensive Plan, and Future Vision Plan, as well as the overall trend of the area. The applicant believes that the proposed PUD will be a benefit to the future occupants of the project and to the residents of the City and the City will be afforded control over the development consistent with the PUD.
2. The project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties or neighborhood. The Applicant will maintain the character and appearance set forth herein.
3. The conditions stipulated in the PUD application and imposed by this ordinance provide for strict regulation and maintenance of this project. A homeowners association imposed would insure the architectural integrity; style, color and features of this project are consistent with the vision plan. An association shall be formed to further protect the residents of the Cottages and the city regarding side yard fencing and other concerns as directed by the city and the ordinance.

4. When developed in accordance with the conditions stipulated by this ordinance, the PUD will maintain the standards of the area, comply with the Vision Plan, complement the neighboring developments and will be compatible with the desired future development of the area. It is the opinion of the applicant that Sec. 3.04.01 Purpose, and 3.04.02 Compliance procedure, is in large part considered when requesting this PUD.

RESPECTFULLY SUBMITTED this 21st day of August 2007.

APPLICANT:

MAH, LLC

By: _____

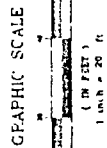
A handwritten signature in cursive script, reading "Kimberly C. Stone", written over a horizontal line.

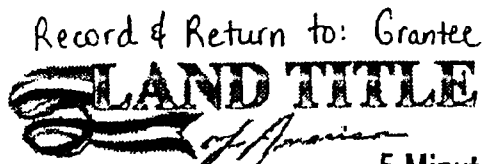
Kimberly C. Stone
Authorized Agent

Table of Contents for Exhibits

Exhibit A	Survey and Warranty Deeds
Exhibit B	Authorization Letter
Exhibit C	City Drainage Map
Exhibit D	Utility and Tree Survey
Exhibit E	Elevation Certificates
Exhibit F	Area Map
Exhibit G	Proposed Cottage Plot Plan
Exhibit H	Sewer and Water Main Map
Exhibit I	Proposed Cottage Site Plan
Exhibit J	Cottage A1A Boulevard Rendering
Exhibit K	Proposed Elevation Studies
Exhibit L	Proposed landscape plan
Exhibit M	Property Owners within 300 feet
Exhibit N	Current Zoning and Street Map
Exhibit O	Examples of proposed architecture, photos of existing properties on 12th Street and photos showing proposed linear park and existing parkette on Boulevard.
Exhibit P	Comprehensive Survey of Site

EXHIBIT A





Prepared by: Lisa M. Byers
Land Title of America Group
2700 US Highway 1 South

5 Minute Return
(904) 797-9600

St. Augustine, Florida 32086
File No.: L30397

[Space Above This Line for Recording Data]

Parcel I.D. No.: 167360-0390

WARRANTY DEED

This Indenture made this 30th day of September, 2005 BETWEEN CHARLES J. TABB, JR. and TIFFANY N. TABB, husband and wife, GRANTOR, whose post office address is 210 12th Street, St. Augustine, Florida 32080, and MAH, LLC, a Florida Limited Liability Company, GRANTEE, whose post office address is 509 Anastasia Boulevard, St. Augustine, FL 32080.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of St. Johns, State of Florida, to-wit:

Lot 39 of ATLANTIC BEACH SUBDIVISION, according to the plat thereof as recorded in Map Book 2, Page 50, of the public records of St. Johns County, Florida.

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; However, this reference does not operate to reimpose same: SUBJECT TO Zoning Ordinances that may affect subject property; SUBJECT TO Taxes for the year 2005 and Subsequent Years.

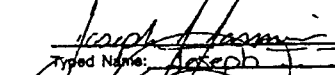
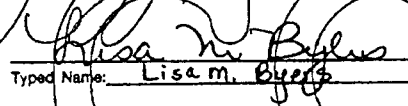
COPY



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

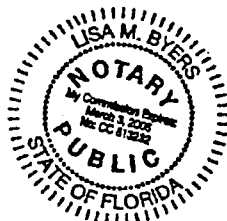

Typed Name: Joseph J. Hamlin

Typed Name: Lisa M. Byers


CHARLES J. TABB, JR.

TIFFANY N. TABB

COUNTY OF St. Johns
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me on September 30th, 2005 by CHARLES J. TABB, JR. and TIFFANY N. TABB, husband and wife who is/are personally known to me or have produced their Driver's Licenses as identification.

[Seal]



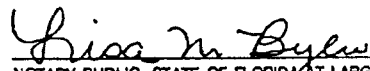

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
Printed Name: Lisa M. Byers
COMMISSION EXPIRATION:

EXHIBIT A_2

②
Rec 18.50
Doc 9,100.00

Prepared by
Pamella Ebersold, an employee of
Independent Title

4171 ATA Circle, Suite 200
St. Augustine, Florida 32080
(904) 471-0079

JP First Amer
Return to: Grantee

File No.: 2119-779824

WARRANTY DEED

This indenture made on **July 01, 2005 A.D.**, by

Randy Herscovici, a single person, conveying his separate non homestead property

whose address is: 101 S. Victoria Pl rd
Pt Lauderdale FL 33301

hereinafter called the "grantor", to

Ret → **MAH, L.L.C., a Florida Limited Liability Company**

whose address is:

509 Anastasia Blvd
St. Augustine FL 32080

hereinafter called the "grantee";

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

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, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Johns County, Florida**, to-wit:

Lot 20, 21, 22 & 23 of ATLANTIC BEACH SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page(s) 50, of the Public Records of St. Johns County, Florida.

Parcel Identification Number: **167300-0000**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 entitled to sell and convey said land; that the grantor hereby fully 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 taxes accruing subsequent to December 31st of 2004.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Randy Hercovici

Signed, sealed and delivered in our presence:

Pamela Mavis Hill
Witness Signature

Print Name: Pamela Mavis Hill

State of Florida

County of Pinellas

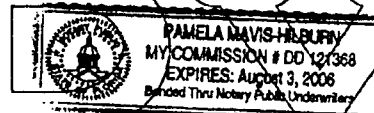
The foregoing instrument was acknowledged before me on July 29, 2005, by Randy Hercovici, a single person who is/are personally known to me or who has/have produced a valid driver's license as identification.

Michael Brown
Witness Signature

Print Name: MICHAEL BROWN

Pamela Mavis Hill
NOTARY PUBLIC

Notary Print Name
My Commission Expires: _____



Prepared by: MLD
Mary Lynne DuPont
Rogers Towers
170 Malaga Street, Suite A
St. Augustine, Florida 32084
File Number: W0823-1-1557

Public Records of
St. Johns County, FL
Clerk # 2005088197,
O.R. 2565 PG 1903-1903
10/21/2005 at 10:26 AM,
REC. \$5.00 SUR. \$5.00
Doc. D \$5600.00

General Warranty Deed

Made this October 14, 2005 A.D. By JOANNE WEIERBACH, an unmarried woman, whose address is: 10040 West Deep Creek Blvd., Flagler Estates, Hastings, Florida 32145, hereinafter called the grantor, to MAH, LLC, a Florida limited liability company, whose post office address is: 509 Anastasia Blvd., Saint Augustine, Florida 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

Lots 36, 37 and 38, ATLANTIC BEACH SUBDIVISION of ANASTASIA METHODIST ASSEMBLY GROUND, according to the plat thereof as recorded in Map Book 2, Page 50, St Johns County, Florida.

Parcel ID Number: 167369-0000

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; that the grantor hereby fully 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 taxes accruing subsequent to December 31, 2004.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Nicole McCormick
Witness Printed Name: Nicole McCormick

Joanne Weierbach (Seal)
JOANNE WEIERBACH

Mary Lynne DuPont
Witness Printed Name: MARY LYNNE DUPONT

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by JOANNE WEIERBACH, an unmarried woman, who is/are personally known to me or who has produced driver's license as identification.

Mary Lynne DuPont
Notary Public
Print Name: _____

My Commission Expires: _____



Mary Lynne DuPont
MY COMMISSION # DD288488 EXPIRES
June 2, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:
JOAN L. WHITEMAN, ESQUIRE
ROGERS TOWERS, P.A.
170 Malaga Street, Suite A
St. Augustine, Florida 32084
OPINION OF TITLE NEITHER REQUESTED NOR GIVEN.

QUIT-CLAIM DEED

Public Records of
St. Johns County, FL
Clerk # 2005092077,
O.R. 2075 PC 1452 1150
11/04/2005 at 11:04 AM,
REC. \$9.00 SUR. \$9.50
Doc. D \$70

THIS QUIT-CLAIM DEED, Executed this 3rd
day of November, 2005, by JOANNE
WEIERBACH, a unmarried woman, first party, whose
address is 10040 West Deep Creek Blvd., Flagler Estates, FL
32145, to MAH, L.L.C., a Florida limited liability
company, whose post office address is 509 Anastasia Blvd.,
St. Augustine, FL 32080, second party;

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledge, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

That strip of land bounded on the north by the easterly extension of the north line of Lot 36, Atlantic Beach Subdivision, according to the Plat thereof as recorded in Map Book 2, Page 50, of the public records of St. Johns County, Florida, to the west right-of-way line of County Road A-1-A, on the south by the easterly extension of the south line of said Lot 36 to the west right-of-way line of County Road A-1-A, on the west by the east line of said Lot 36, and on the east by the west right-of-way line of County Road A-1-A.

Parcel Account # 167369-0000.

SUBJECT TO easements covenants and restrictions of recorded, this reference to which shall not serve to re-impose same.

SUBJECT TO TAXES ACCRUING SUBSEQUENT TO DECEMBER 31, 2004

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered
in the presence of:

L. DuPont
L. DUPONT

[Print/type name of witness]

DO FRANK
DO FRANK

[Print/type name of witness]

Joanne Weierbach
JOANNE WEIERBACH

THIS INSTRUMENT PREPARED BY:
JOHN L. WHITEMAN, ESQUIRE
ROGERS TOWERS, P.A.
170 Malaga Street, Suite A
St. Augustine, Florida 32084
OPINION OF TITLE NEITHER REQUESTED NOR GIVEN.

Public Records of
St. Johns County, FL
Clerk # 2005090509,
O.R. 2572 PG 410-411
10/31/2005 at 11:12 AM,
REC. \$9.00 SUR. \$9.50
Doc. D 9.70

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 28
day of October, 2005, by RANDY
HERSCOVICI, a single man, first party, whose address is
101 S. Victoria Park Road, Ft. Lauderdale, FL 33301, to
MAH, L.L.C., a Florida limited liability company, whose
post office address is 509 Anastasia Blvd., St. Augustine, FL
32080, second party;

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledge, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

That strip of land bounded on the north by the easterly extension of the north line of Lot 23, Atlantic Beach Subdivision, according to the Plat thereof as recorded in Map Book 2, Page 50, of the public records of St. Johns County, Florida, to the west right-of-way line of County Road A-1-A, on the south by the easterly extension of the south line of said Lot 23 to the west right-of-way line of County Road A-1-A, on the west by the east line of said Lot 23, and on the east by the west right-of-way line of County Road A-1-A.

Parcel Account # 167300-0000.

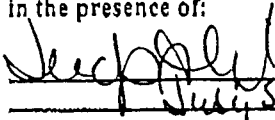
SUBJECT TO easements covenants and restrictions of recorded, this reference to which shall not serve to re-impose same.

SUBJECT TO TAXES ACCRUING SUBSEQUENT TO DECEMBER 31, 2004

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

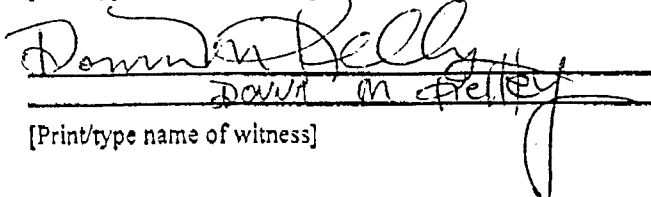
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:



[Print/type name of witness]

[Print/type name of witness]



[Print/type name of witness]



Randy Herscovici

MAH, LLC
509 Anastasia Boulevard
St. Augustine, FL 32080
904-824-9912 ext. 14
904-301-3631 - Kim Stone

August 3, 2007

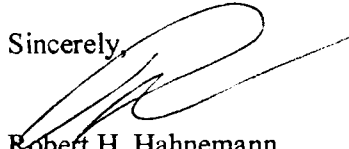
City of St. Augustine Beach
Building and Zoning Department
2200 A1A South
St. Augustine Beach, FL 32080

Re: Proposed Subdivision A1A Beach Blvd. between 11th and 13th Streets

To Whom It May Concern:

Please accept this letter as our authorization for Kim Stone of St. Augustine Development Corporation, to act on our behalf in all matters related to obtaining a building permit for a Subdivision to be developed on A1A Beach Boulevard between 11th and 13th Streets. Should you have any questions, please do not hesitate to contact me.

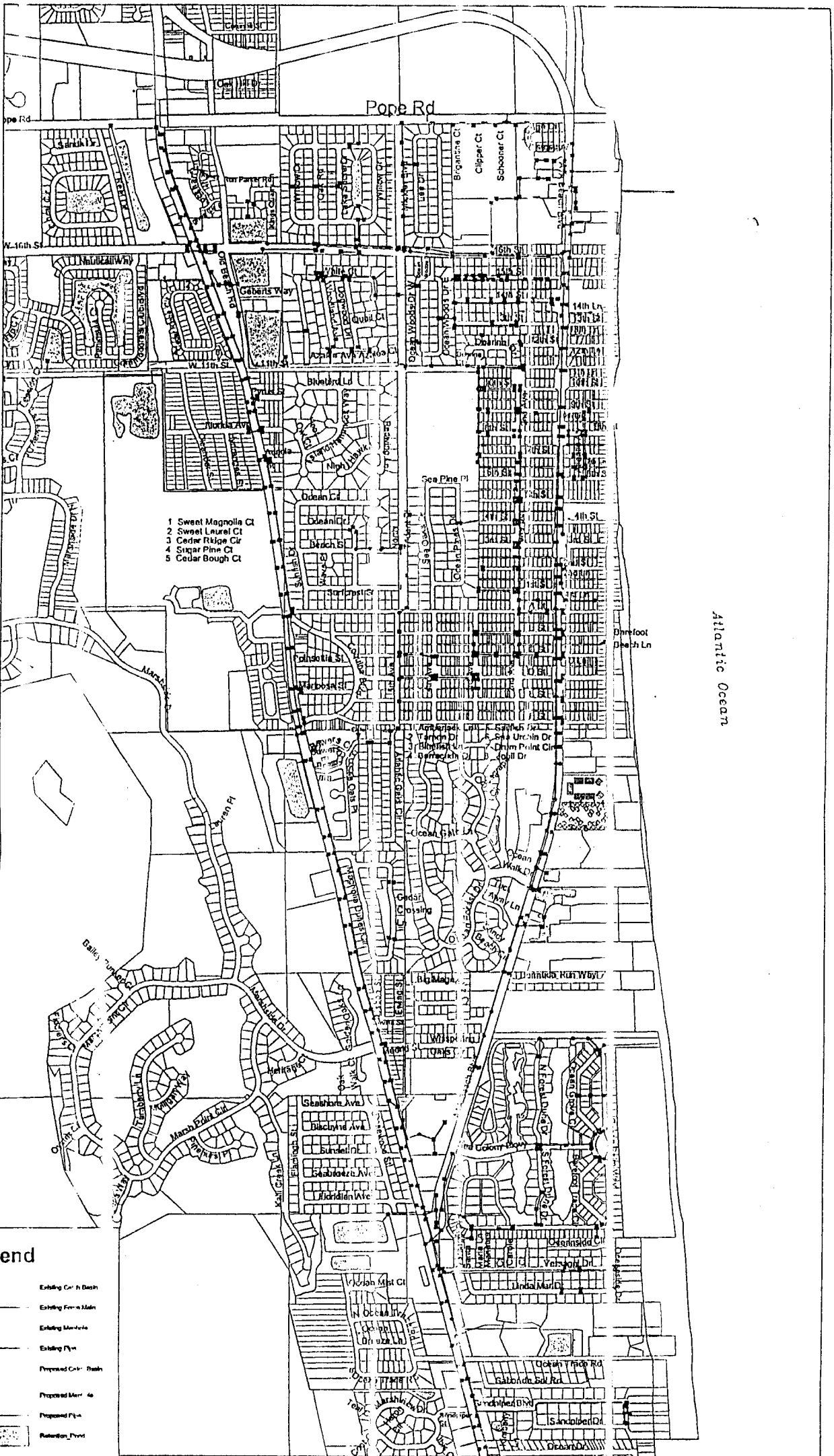
Sincerely,



Robert H. Hahnemann
Managing Member

:bh

EXHIBIT B



- 1 Sweet Magnolia Ct
- 2 Sweet Laurel Ct
- 3 Cedar Ridge Cir
- 4 Sugar Pine Ct
- 5 Cedar Bough Ct

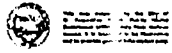
Legend

- Existing Catch Basin
- Existing Force Main
- Existing Manhole
- Existing Pipe
- Proposed Catch Basin
- Proposed Manhole
- Proposed Pipe
- Retention Pond

City of St. Augustine Beach
Drainage Map
January 1, 2007



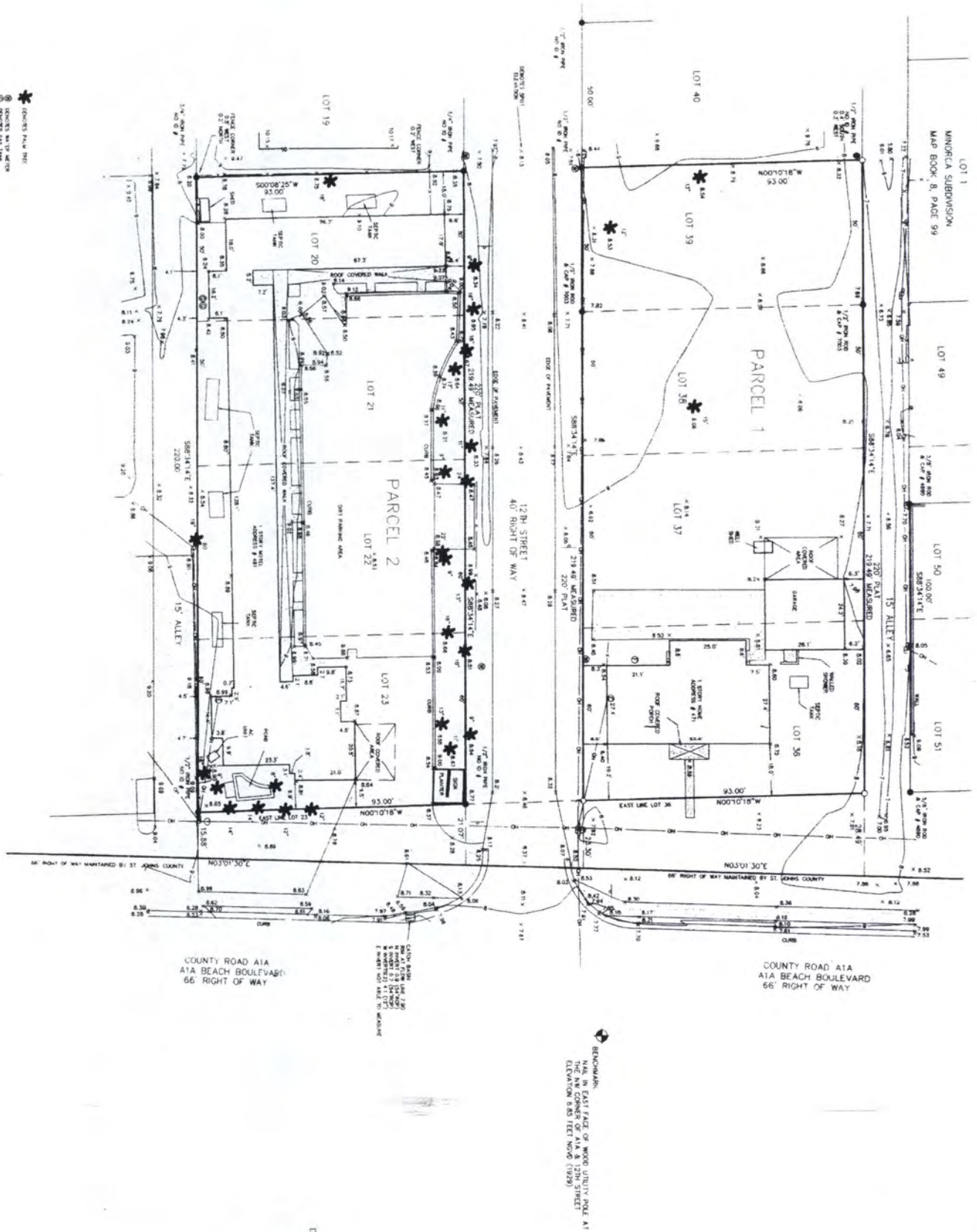
Scale: 1" = 300'



C:_Drainage Map 906 scale

EXHIBIT C

SURVEY DRAWING

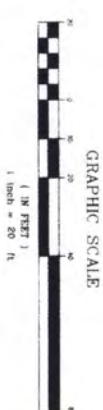


DESCRIPTION PARCEL 1:
LOTS 39, 38, 37, AND 36, ATLANTIC BEACH SUBDIVISION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP
BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS
COUNTY, FLORIDA.

LOTS 20, 21, 22 AND 23 ATLANTIC BEACH SUBDIVISION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP
BOOK 2, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS
COUNTY, FLORIDA.

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- ④ (100/75 545 144)
- ⑤ (100/75 ac/75 ac/75 144)
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- ㊾ (100/75 144/75 144)
- ㊿ (100/75 144/75 144)

ON / THIS 6" x 6" LAMINATE QUARTER WERE LOCATED BY THE SURVEYOR
INDICATING UTILITIES, ROOTS, ROCK OVERHANGS & MOUND
OF ANY SOIL LOCATED OR SHOWN BY THIS SURVEY

[illegible]

PREPARED FOR: ST. AUGUSTINE DEVELOPMENT CORP.	TO: INDEPENDENT TITLE MEDICINE HILLS 8510 INDEPENDENT DRIVE SUITE 200 FORT LAUDERDALE, FLORIDA 33304
--	---

1797 OLD MOUTRIE ROAD
 SUITE 106
 ST. AUGUSTINE, FLORIDA 32084
 (904) 826-0060

[illegible]

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM
ELEVATION CERTIFICATE

OMB NO. 3067-0011
Expires December 31, 2005

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME		For Insurance Company Use:	
BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.		Company NAIC Number	
CITY ST AUGUSTINE BEACH	STATE FL	ZIP CODE 32080	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOT 36, 37 AKA 38 ATLANTIC BEACH SUBDIVISION			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) RESIDENTIAL			
LATITUDE/LONGITUDE (OPTIONAL) (##°-##'-##" or ##.####°)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983	
		SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Other	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER ST. AUGUSTINE BEACH 125146	B2. COUNTY NAME ST. JAMES INDEPENDENT CITY	B3. STATE FL
B4. MAP AND PANEL NUMBER 125147-0382	B5. SHEET H	B6. FIRM INDEX DATE 9/02/04
B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/02/04	B8. FLOOD ZONE(S) AE	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9 FEET

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

☐ FIC District ☒ FIRM ☐ Community Determined ☐ Other (Describe):

B11. Indicate the elevation datum used for the BFE in B9: ☒ NGVD 1929 ☐ NAVD 1988 ☐ Other (Describe):

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date:

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR1, AR1A, AR1B, AR1C, AR1D, AR1E, AR1F, AR1G, AR1H, AR1I, AR1J, AR1K, AR1L, AR1M, AR1N, AR1O, AR1P, AR1Q, AR1R, AR1S, AR1T, AR1U, AR1V, AR1W, AR1X, AR1Y, AR1Z, AR2, AR2A, AR2B, AR2C, AR2D, AR2E, AR2F, AR2G, AR2H, AR2I, AR2J, AR2K, AR2L, AR2M, AR2N, AR2O, AR2P, AR2Q, AR2R, AR2S, AR2T, AR2U, AR2V, AR2W, AR2X, AR2Y, AR2Z, AR3, AR3A, AR3B, AR3C, AR3D, AR3E, AR3F, AR3G, AR3H, AR3I, AR3J, AR3K, AR3L, AR3M, AR3N, AR3O, AR3P, AR3Q, AR3R, AR3S, AR3T, AR3U, AR3V, AR3W, AR3X, AR3Y, AR3Z, AR4, AR4A, AR4B, AR4C, AR4D, AR4E, AR4F, AR4G, AR4H, AR4I, AR4J, AR4K, AR4L, AR4M, AR4N, AR4O, AR4P, AR4Q, AR4R, AR4S, AR4T, AR4U, AR4V, AR4W, AR4X, AR4Y, AR4Z, AR5, AR5A, AR5B, AR5C, AR5D, AR5E, AR5F, AR5G, AR5H, AR5I, AR5J, AR5K, AR5L, AR5M, AR5N, AR5O, AR5P, AR5Q, AR5R, AR5S, AR5T, AR5U, AR5V, AR5W, AR5X, AR5Y, AR5Z, AR6, AR6A, AR6B, AR6C, AR6D, AR6E, AR6F, AR6G, AR6H, AR6I, AR6J, AR6K, AR6L, AR6M, AR6N, AR6O, AR6P, AR6Q, AR6R, AR6S, AR6T, AR6U, AR6V, AR6W, AR6X, AR6Y, AR6Z, AR7, AR7A, AR7B, AR7C, AR7D, AR7E, AR7F, AR7G, AR7H, AR7I, AR7J, AR7K, AR7L, AR7M, AR7N, AR7O, AR7P, AR7Q, AR7R, AR7S, AR7T, AR7U, AR7V, AR7W, AR7X, AR7Y, AR7Z, AR8, AR8A, AR8B, AR8C, AR8D, AR8E, AR8F, AR8G, AR8H, AR8I, AR8J, AR8K, AR8L, AR8M, AR8N, AR8O, AR8P, AR8Q, AR8R, AR8S, AR8T, AR8U, AR8V, AR8W, AR8X, AR8Y, AR8Z, AR9, AR9A, AR9B, AR9C, AR9D, AR9E, AR9F, AR9G, AR9H, AR9I, AR9J, AR9K, AR9L, AR9M, AR9N, AR9O, AR9P, AR9Q, AR9R, AR9S, AR9T, AR9U, AR9V, AR9W, AR9X, AR9Y, AR9Z, AR10, AR10A, AR10B, AR10C, AR10D, AR10E, AR10F, AR10G, AR10H, AR10I, AR10J, AR10K, AR10L, AR10M, AR10N, AR10O, AR10P, AR10Q, AR10R, AR10S, AR10T, AR10U, AR10V, AR10W, AR10X, AR10Y, AR10Z, AR11, AR11A, AR11B, AR11C, AR11D, AR11E, AR11F, AR11G, AR11H, AR11I, AR11J, AR11K, AR11L, AR11M, AR11N, AR11O, AR11P, AR11Q, AR11R, AR11S, AR11T, AR11U, AR11V, AR11W, AR11X, AR11Y, AR11Z, AR12, AR12A, AR12B, AR12C, AR12D, AR12E, AR12F, AR12G, AR12H, AR12I, AR12J, AR12K, AR12L, 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ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION		For Insurance Company Use:	
BUILDING OWNER'S NAME		Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 101 NIA BEACH BOULE		Company NAIC Number	
CITY ST. AUGUSTINE BEACH	STATE FL	ZIP CODE 32080	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOTS 2 - TOWN 23 ATLANTIC BEACH SUBDIVISION			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) MOTEL			
LATITUDE/LONGITUDE (OPTIONAL) (###-##-##.## or ###.####)		HORIZONTAL DATUM: SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Other	
		<input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER ST. AUGUSTINE BEACH 125146		B2. COUNTY NAME INDEPENDENT CITY		B3. STATE FL	
B4. MAP AND PANEL NUMBER 125147-03B2	B5. SUFFIX H	B6. FIRM INDEX DATE 9/12/04	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/12/04	B8. FLOOD ZONE(S) AE	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9 FEET

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe):B11. Indicate the elevation datum used for the BFE in B9. ☒ NGVD 1929 ☐ NAVD 1983 ☐ Other (Describe):B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date:

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum NGVD 1929 Conversion/Comments

Elevation reference mark used LOCAL TBM Does the elevation reference mark used appear on the FIRM? ☐ Yes ☒ No

<input type="checkbox"/> a) Top of bottom floor (including basement or enclosure)	<u>9.0</u> ft. (0)
<input type="checkbox"/> b) Top of next higher floor	<u>9.3</u> ft. (0)
<input type="checkbox"/> c) Bottom of lowest horizontal structural member (V zones only)	<u>N.A.</u> ft. (0)
<input type="checkbox"/> d) Attached garage (top of slab)	<u>N.A.</u> ft. (0)
<input type="checkbox"/> e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.)	<u>9.0</u> ft. (0)
<input type="checkbox"/> f) Lowest adjacent (finished) grade (LAG)	<u>8.5</u> ft. (0)
<input type="checkbox"/> g) Highest adjacent (finished) grade (HAG)	<u>9.2</u> ft. (0)
<input type="checkbox"/> h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade	<u>N.A.</u>
<input type="checkbox"/> i) Total area of all permanent openings (flood vents) in C3.h	<u>N.A.</u> sq. in. (sq. in.)

License Number, Embossed Seal, Signature, and Date
B. G. Mill
4436
6/20/05

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

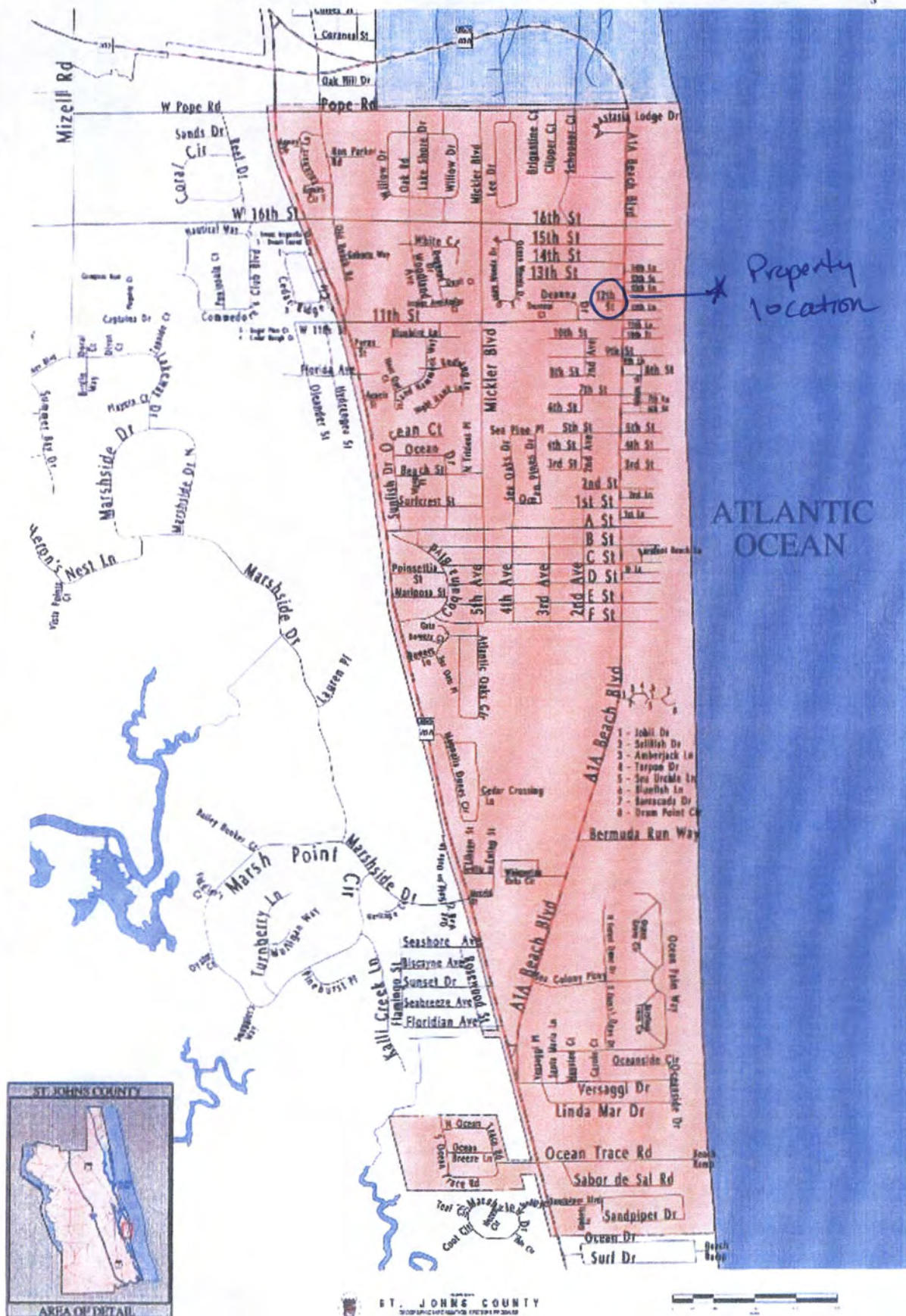
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.

I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.

I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME BRIAN A. MILL LICENSE NUMBER FLORIDA PL 4436TITLE PRESIDENT COMPANY NAME FLORIDA COASTAL SURVEYING INC.ADDRESS 1797 OLD MOUNTAIN RD STE 106 CITY ST AUGUSTINE STATE FL ZIP CODE 32084SIGNATURE [Signature] DATE 6/20/05 TELEPHONE 904-826-0060

CITY OF ST. AUGUSTINE BEACH





THE COTTAGES AT ST. AUGUSTINE BEACH



WATER AND SEWER LINE LOCATIONS

EDGE OF PAVEMENT

OYSTER SHELL SIDEWALK

2'-0"

50'-0"

PROPERTY LINE

LOW FENCE

OYSTER SHELL SIDEWALK

PORCH

PAVED DRIVEWAY

2'-0"

60'-0"

PROPERTY LINE

LOW FENCE

OYSTER SHELL SIDEWALK

PORCH

PAVED DRIVEWAY

PROPOSED 1 1/2 OR 2 STORY HOME

PROPOSED 1 1/2 OR 2 STORY HOME

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

5'-0" PROPOSED SIDE SETBACK

5'-0" PROPOSED SIDE SETBACK

5'-0" PROPOSED SIDE SETBACK

20'-0" REAR SETBACK

20'-0" REAR SETBACK

5'-2 7/16"

POOL

5'-0" PROPOSED SIDE SETBACK

20'-0" REAR SETBACK

PROPERTY LINE

50'-0"

60'-0"

15' ALLEY

43'-0"

43'-0"

2'-0"

3'-6"

3'-6"

2'-0"

SCALE: 1" = 10'-0"



THE COTTAGES AT ST. AUGUSTINE BEACH

EXHIBIT I



THE COTTAGES AT ST. AUGUSTINE BEACH



PROPOSED ELEVATION STUDIES



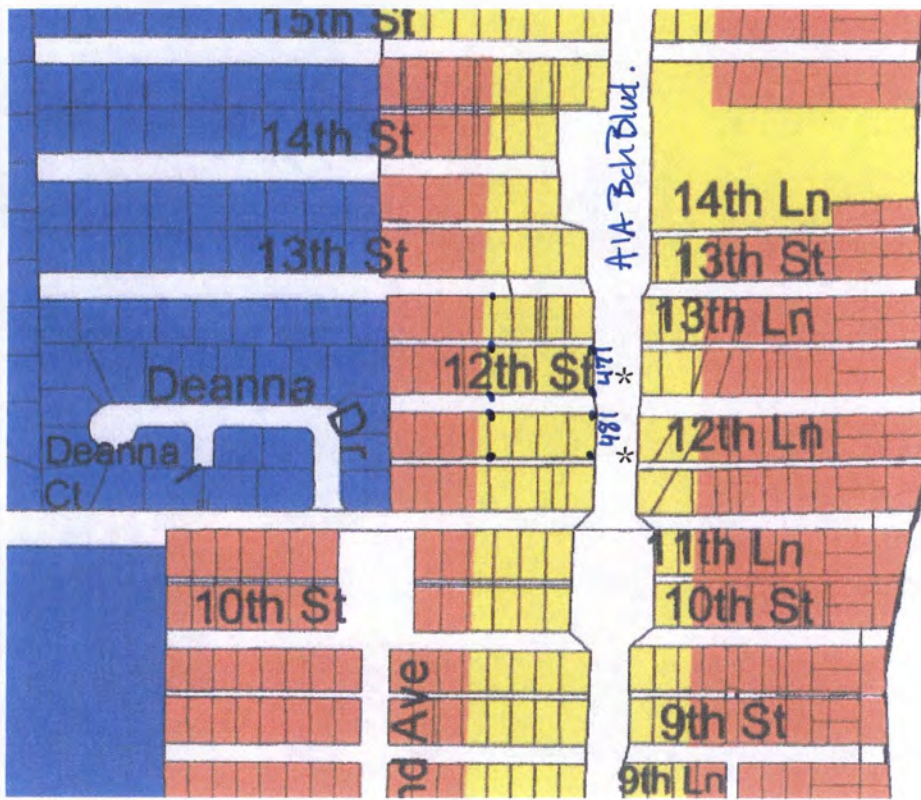
Landscape of "Award Winning" Palmetto Builders from the St. Augustine Beach Beautification Committee



167360 0390	MAH LLC	509 ANASTASIA BLVD		SAINT AUGUSTINE FL 32080-0000	2-50 ATLANTIC BEACH LOT 39 OR2552/366
167370 0000	TABB CHARLES J JR	210 12TH ST		ST AUGUSTINE FL 32080-6379	2-50 ATLANTIC BEACH LOT 40 OR1783/828
167370 0410	MELDA MARCIA S	119 W COMMERCE ST		SMYRNA DE 19977-0000	2-50 ATLANTIC BEACH LOT 41 OR1485/1593
167370 0420	CUNNINGHAM DANIEL J	PO BOX 755		CENTRAL ISLIP NY 11722-0755	2-50 ATLANTIC BEACH LOT 42 OR302/546
167370 0430	GRAHAM JOSEPH J,SHIRLEY A	171 CREEKSIDE DR		SAINT AUGUSTINE FL 32080-0000	2-50 ATLANTIC BCH LOT 43 OR1938/440
167380 0000	RICHMAN ALLAN,SUSAN	103 13TH ST		SAINT AUGUSTINE FL 32080-6361	2-50 ATLANTIC BEACH ALL LOT 49 & W10.97FT OF LOT 50 & E42FT OF LOT 1 MINORCA SUBD
167380 0500	RICHMAN ALLAN,SUSAN	PO BOX 624		SAINT AUGUSTINE FL 32080-0624	2-50 ATLANTIC BEACH LOT 50 (EX W10.97FT & EX E42FT 1200'X 9.01FT OR160/1535
167390 0000	JACOBS LIVING TRUST	461 AIA BEACH BLVD		SAINT AUGUSTINE FL 32080-6342	2-50 ATLANTIC BEACH E40FT LOT 50 & ALL OF LOT 51 OR1685/20
167400 0000	JOURNEY PAUL L ETAL	407 C ST		SAINT AUGUSTINE FL 32080-6327	2-50 ATLANTIC BEACH LOT 52 (EX R/W OF RD AIA) & ALL LOTS 53 & 54 OR2410/1326
167410 0000	SPRINGER JAMES E			32080-0000	OR1838/1616 & ALL LOT 56 OR2532/983
167460 0000	KANE KARIN L FAMILY TRUST	106 HAMPDEN AVE		NARBERTH PA 19072-1908	2-50 ATLANTIC BCH LOTS 62 & 63 & ALL LOT 64 (EX R/W RD AIA) OR2483/187
167470 0000	BARNACLE BILL'S INC	144 W CASTILLO DR		32081-3200	OR1482/1763
167500 0000	ARVIN ENTERPRISES INC	444 SEABREEZE BLVD STE 200		DAYTONA BEACH FL 32218-0000	2-50 ATLANTIC BEACH LOTS 80 THRU 90 LOTS 106 THRU 109 TWO 50FT STRIPS LYING E OF LOTS 81
167730 0000	LONGSTREET MICHAEL P,HESTER	11 13TH ST		SAINT AUGUSTINE FL 32080-3240	2-50 ATLANTIC BCH A 50FT STRIP LYING E OF LOT 54 OR1043/774
	P,HESTER	11 13TH ST		SAINT AUGUSTINE FL 32080-3240	2-50 ATLANTIC BCH WLY TRIPT OF LOT 53 LYING ADJ TO A 50FT STRIP LYING E OF LOT 54
167740 0000	JOHNSON EDWARD A	10 13H ST		SAINT AUGUSTINE FL 32080-0000	2-50 ATLANTIC BEACH 50FT STRIP LYING E OF LOT 62 OR2247/36
167800 0000	PARTIN LOIS S	22 LAKESHORE DR		SAINT AUGUSTINE FL 32080-5040	8-99 MINORCA SUBD W1/2 OF LOT 1 & ALL LOT 2 DB252/363 & OR106/515
167810 0000	HORTON AMANDA KENNEDY	905 HOWARD TERRACE NW		WINTER HAVEN FL 33881-0000	3-99 MINORCA SUB LOT 3 OR2702/706
167820 0000	KULIKOWSKI KATHY I	25204 PLANTATION DR NE		ATLANTA GA 30334-2940	8-99 MINORCA SUBD LOT 4 OR101243 & 783/1024 & 1154/1175 & 1199/148(CORR/PRD)
167830 0000	BUTTON BETTY B	2111 ORLEANS DR		TALLAHASSEE FL 32308-5924	8-99 MINORCA SUB LOT 5 OR1322/17 & 1535/1511(Q/C)
167920 0000	FALK ELLEN F	116 13TH ST		SAINT AUGUSTINE FL 32080-6362	8-99 MINORCA SUB LOT 21 OR910/1835
167930 0090	FALK ELLEN F	116 13TH ST		SAINT AUGUSTINE FL 32080-6362	8-99 MINORCA SUB LOT 22 OR221/580 & 1728/1481
167940 0000	FALK ELLEN F	116 13TH ST		SAINT AUGUSTINE FL 32080-6362	8-99 MINORCA SUBD LOT 23 OR633/887 & 1728/1481
167940 0240	PERLMAN AYALA ETAL	1200 S OCEAN BLVD APT 2H		BOCA RATON FL 33432-7704	8-99 MINORCA SUB LOT 24 OR1703/1942 & 2460/628(Q/C)
167950 0000	HARMSSEN TIM C,KAREN L	74 E GOLDEN LAKE RD		CIRCLE PINES MN 55014-1725	8-99 MINORCA SUBD LOT 25 OR1721/730
167960 0000	SOLANA L VINCENT,BLANCHE	111 14TH ST		SAINT AUGUSTINE FL 32080-6380	8-99 MINORCA SUBD LOTS 26 & 27 DB237/459 & OR213/392
168390 0000	CITY OF ST AUGUSTINE BEACH	2200 AIA SOUTH		SAINT AUGUSTINE FL 32080-0000	2-5 CHAUTAUQUA BCH LOTS 7 9 & 11 BLK 1 OR2268/1912
168400 0000	DAVIS MARK W	2252 COMMODORES CLUB BLVD		SAINT AUGUSTINE FL 32080-0161	2-5 CHAUTAUQUA BEACH LOT 8 BLK1 OR414/682 & 2325/684 & 2337/1932(P/R/D) & 1940

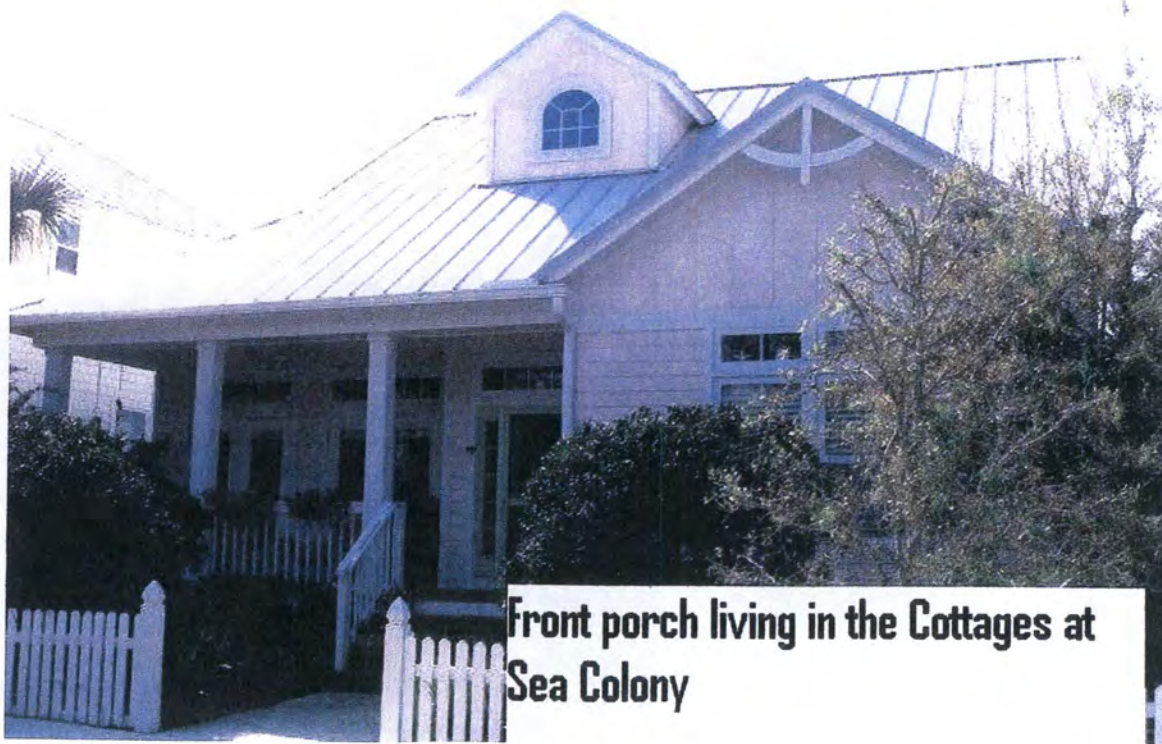
168410 0000	CULPEPPER DONALD J. MARLENE	360 WILDWOOD DR.		SAINT AUGUSTINE FL. 32086-5526	2-5 CHAUTAUQUA BCH LOT 10 BLK 1 OR 545/549
168410 0120	CULPEPPER DONALD J. MARLENE	360 WILDWOOD DR.		SAINT AUGUSTINE FL. 32086-5526	2-5 CHAUTAUQUA BCH LOT 12 BLK 1 OR 545/549
169080 0000	EAGLESON ARLOW C	511 A1A BEACH BLVD		SAINT AUGUSTINE FL. 32080-7951	2-5 CHAUTAUQUA BEACH LOT 1 BLK 12 & S1/2 OF VAC ALLEY LYING N OR 312/538 & 332/25 & 1846/1082
169090 0000	RUNK ARTHUR H	61 DOLPHIN DR.		SAINT AUGUSTINE FL. 32080-4530	2-5 CHAUTAUQUA BCH LOTS 2 & 4 & 6 BLK 12 & N1/2 OF VAC ALLEY LYING S OR 309/860 & 807/276 &
169090 0030	FORD TIM	721 A1A BEACH BLVD STE 3		SAINT AUGUSTINE FL. 32080-6737	2-5 CHAUTAUQUA BCH LOT 3 BLK 12 & S1/2 OF VAC ALLEY LYING N OR 1438/1013 & 1846/1082 (ORD)
169100 0000	KENYON PAMELA A ETAL	708 16TH ST		SAINT AUGUSTINE FL. 32080-0000	2-5 CHAUTAUQUA BCH LOT 9 BLK 12 & S1/2 OF VAC ALLEY LYING N OR 2159/1643 & 1846/1082
169100 0070	HENDERSON SHIRLEY ROBERTS ***	2909 BLANDING BLVD *		MIDDLEBURG FL. 32068-0000	2-5 CHAUTAUQUA BCH LOTS 5 & 7 BLK 12 & S1/2 OF VAC ALLEY LYING N OR 1119/355 & 1846/1082
169100 0080	BROWN ANTHONY	107 11TH ST		SAINT AUGUSTINE FL. 32080-0000	2-5 CHAUTAUQUA BEACH LOT 8 BLK 12 & N1/2 OF VAC ALLEY LYING S OR 2482/427 & 1846/1082 (ORD #02)
169100 0110	KING JASON M ETAL	110 10TH ST		SAINT AUGUSTINE FL. 32080-2902	2-5 CHAUTAUQUA BCH LOT 11 BLK 12 & S1/2 OF VAC ALLEY LYING N OR 1165/93 & 1846/1082 (ORD #02)
169110 0000	DAILEY THOMAS J. LINDA ANN	426 OCEAN DR.		SAINT AUGUSTINE FL. 32080-0000	2-5 CHAUTAUQUA BEACH LOTS 10 & 12 BLK 12 & N1/2 OF VACATED ALLEY LYING S OR 1695/1792 &

EXHIBIT M



Currently zoned commercial

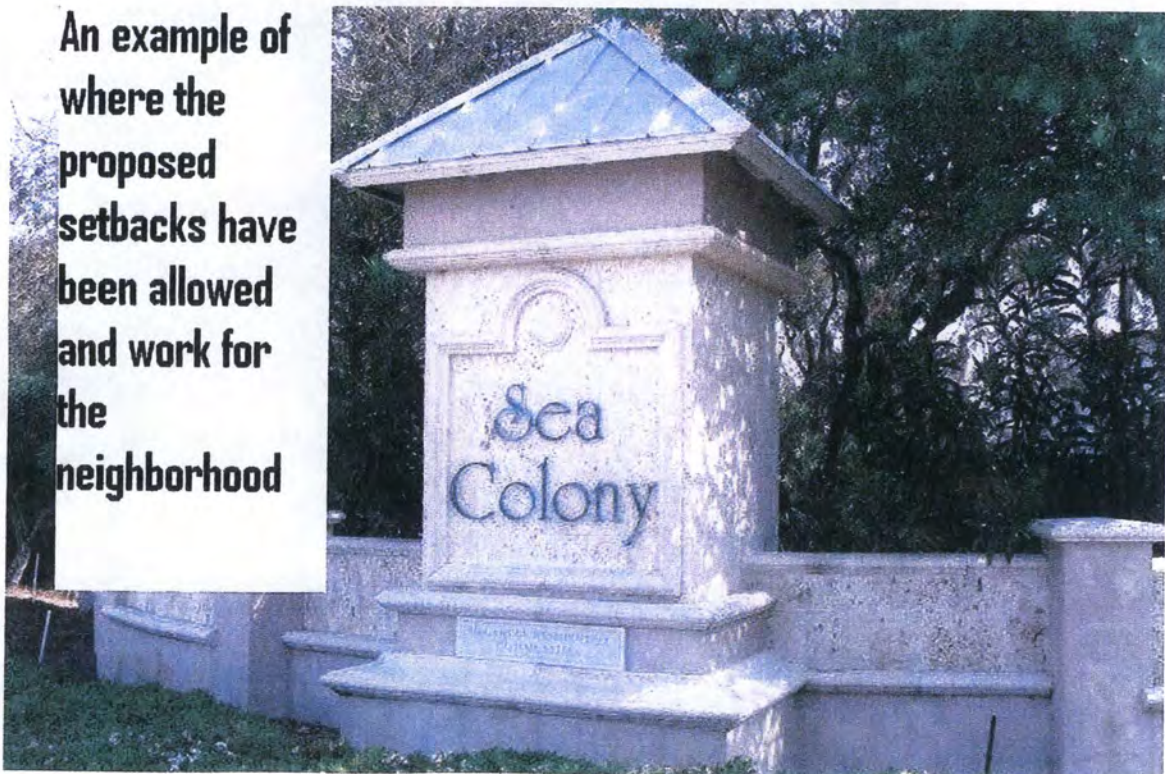
EXHIBIT N



**Front porch living in the Cottages at
Sea Colony**



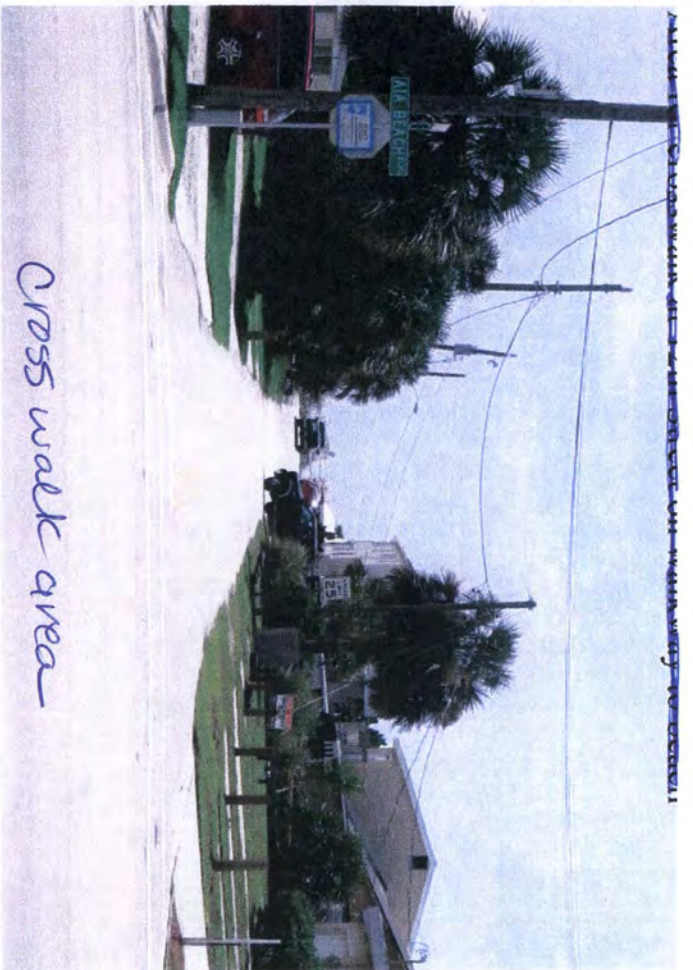
**An example of
where the
proposed
setbacks have
been allowed
and work for
the
neighborhood**



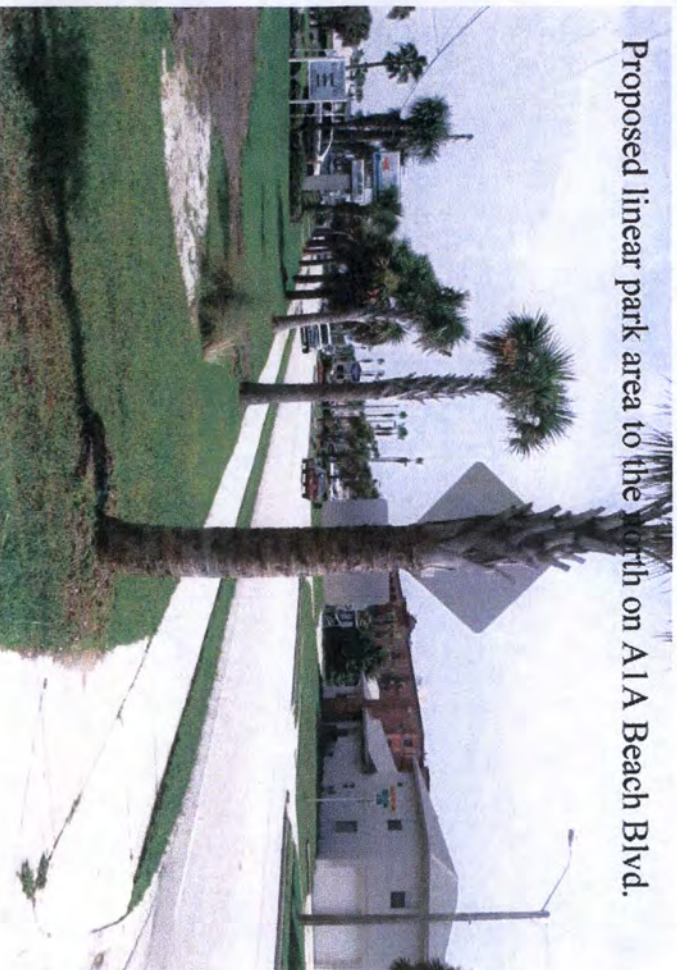


An example of the proposed architecture, style and landscaping offered in the construction of residences

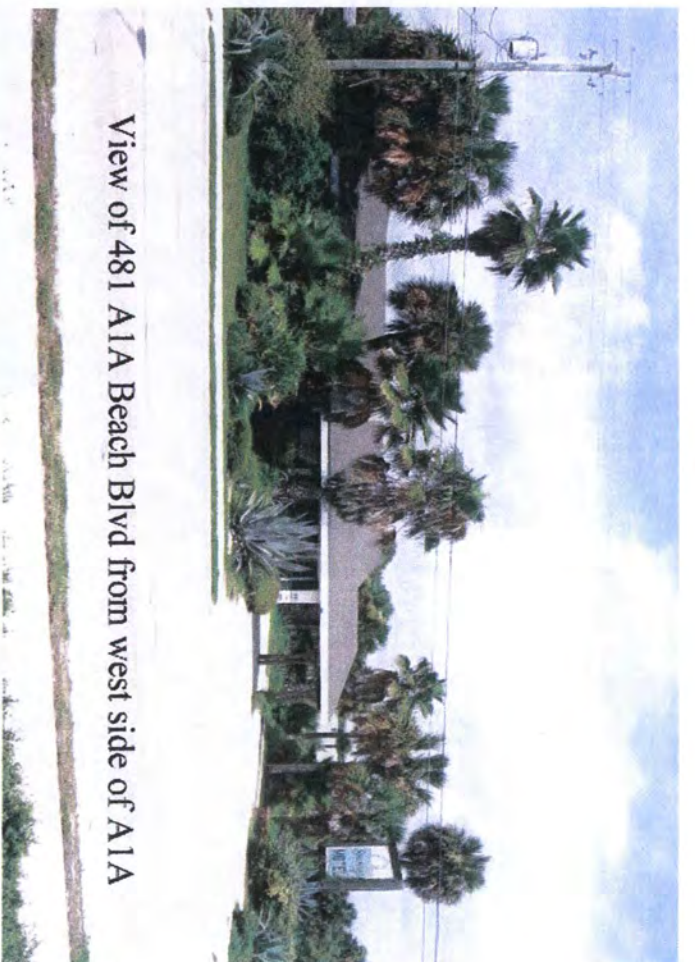




Cross walk area



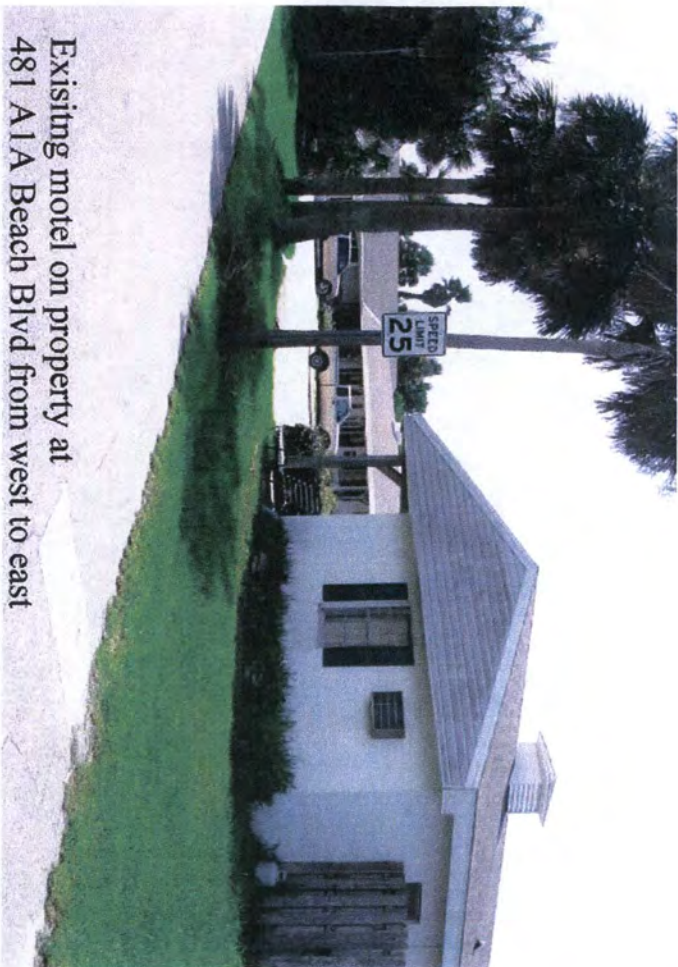
Proposed linear park area to the north on A1A Beach Blvd.



View of 481 A1A Beach Blvd from west side of A1A



Existing parkette to the north



Existing motel on property at
481 A1A Beach Blvd from west to east



View of property from the west end of 12th street to the north
of 471 A1A Beach Blvd.



Proposed Linear park proposed south of 12th St.



Area of Linear Park to the north at 471 A1A Beach Blvd

Existing duplex on N. side of 12th St



Front loading garage on 12th St.



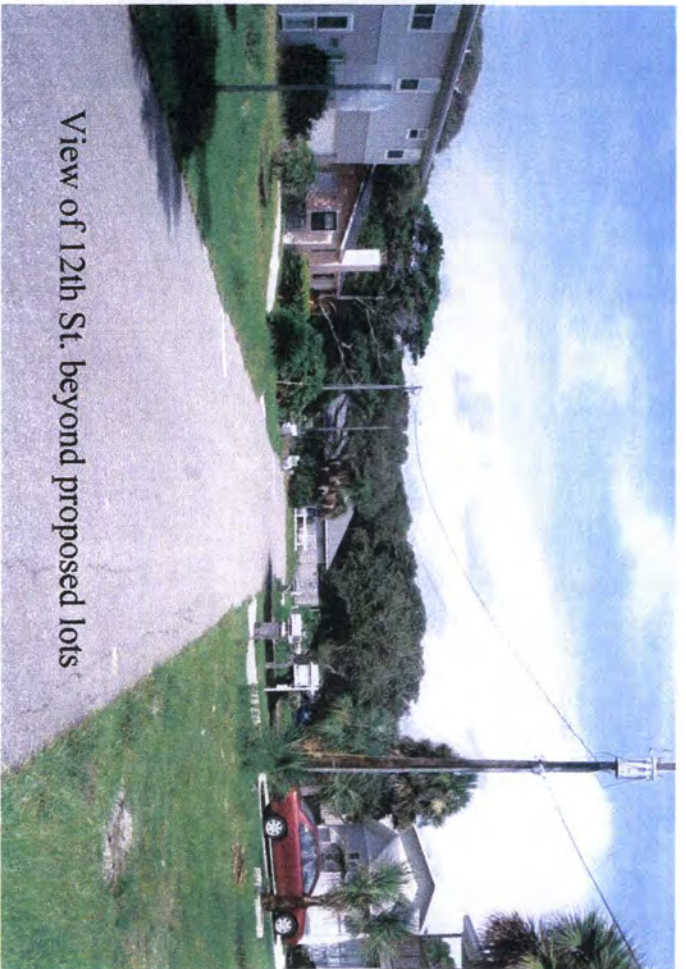
Existing duplex at end of 12th Street



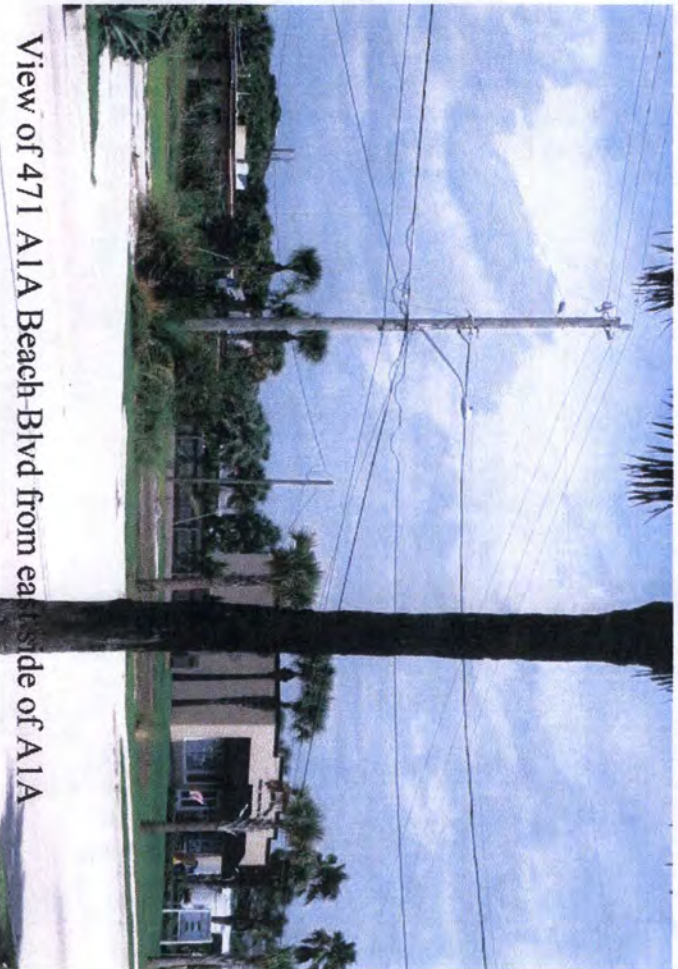
Duplex on 12th Street S.



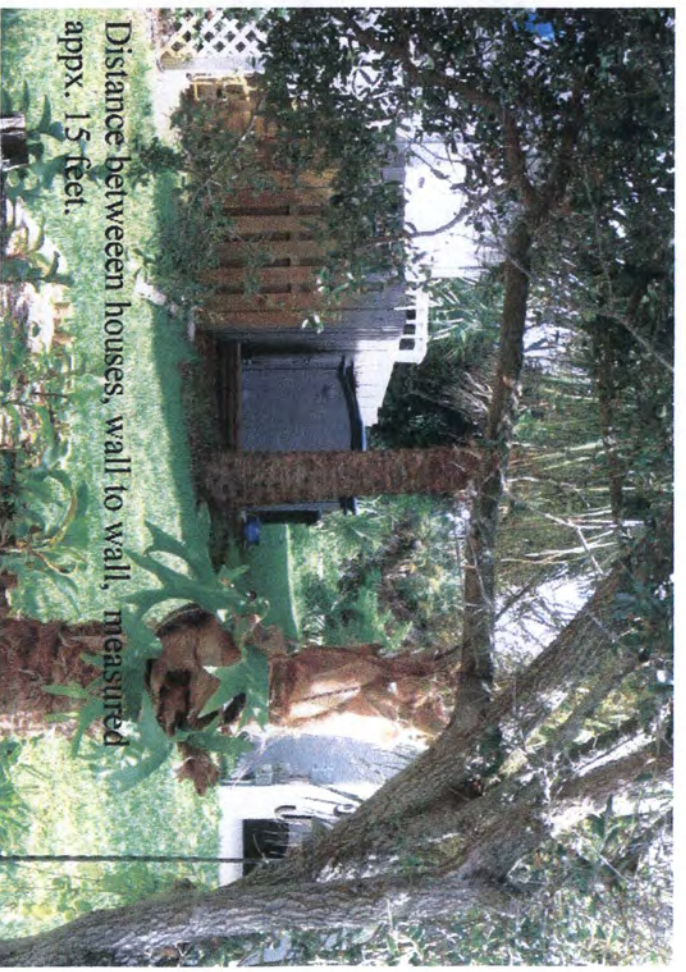
Exhibit 2



View of 12th St. beyond proposed lots



View of 471 AIA Beach Blvd from east side of AIA



Distance between houses, wall to wall, measured appx. 15 feet.



behind motel - Existing house has tower & front load garage



GEARING SCALE

(IN FEET)

1 inch = 20 ft.

FOR:
MAH, LLC
ST. AUGUSTINE BEACH, FLORIDA
PRE-DEVELOPMENT PLAN



DESIGNED BY: HBD
DRAWN BY: PT/RM
CHECKED BY: V. CALVERT
SCALE: 1" = 20'
DATE: MARCH 2005
PROJ. NO.: 0503-424

VICTOR N. CALVERT
REGISTERED ENGINEER NO. 4715
CERTIFICATE OF AUTHORIZATION

[illegible]

FILE: PRE-1
DWG. NO.
SHEET 5 OF 20