



Rizzetta & Company

Madeira Community Development District

**Board of Supervisors' Meeting
October 28, 2020**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.madeiracdd.org

MADERIA COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, St. Augustine, FL 32084

Board of Supervisors

Bill Lanius	Chairman
Doug Maier	Vice Chairman
Chris Shee	Assistant Secretary
John Moore	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Wes Haber	Hopping Green & Sams, P.A.
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Interim Engineer

Chris Buttermore	Matthews Design Group
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All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

www.madeiracdd.org

October 21, 2020

**Board of Supervisors
Madeira Community
Development District**

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of Madeira Community Development District will be held on **Wednesday, October 28, 2020 at 2:00 p.m.** via teleconference at 1-929-205-6099 Meeting ID 680 626 4765, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, 20-179, 20-193 and 20-246, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS**
 - A. Public Participation Request for Continuous Gate Closure.....Tab 1
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held August 26, 2020.....Tab 2
 - B. Ratification of the Operation and Maintenance Expenditures for August 2020.....Tab 3
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Maintenance
 - 1.) Yellowstone Landscape Report, October 15, 2020.....Tab 4
 - D. District Manager
 - 1.) Acceptance of First Addendum to District Agreement for Professional District Services.....Tab 5
 - 2.) Charles Aquatic Pond Report, September 17, 2020.....Tab 6
- 5. BUSINESS ITEMS**
 - A. Ratification of Acceptance of District Insurance Renewal Policy Fiscal Year 2020-2021.....Tab 7
 - B. Consideration of CDD's Joinder in Declaration of Covenants, Restrictions and Easements for Madeira at St. Augustine Commercial ParcelsTab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

CALL TO ORDER / ROLL CALL

Tab 1

Dear Lesley

We are requesting the CDD board consider having our gates closed 24/7.

Seeing as Protesters are showing up in towns and cities under the guise of protesting, instead they are damaging property and terrifying residents, The scene has changed from even a few months ago, and we do not want to be a statistic.

Please ask them to be proactive rather than having regrets if we are targeted.

I can't stress enough, we need action to put our minds at ease.

Thank you

Sincerely

Barton and Elizabeth Stone

PUBLIC COMMENTS

BUSINESS ADMINISTRATION

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**MADEIRA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Madeira Community Development District was held on **Wednesday, August 26, 2020 at 2:00 p.m.** held via teleconference or video conference, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, 20-179 and 20-193 issued by Governor DeSantis, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statute. The following was the agenda for the meeting:

Present and constituting a quorum:

William Lanius	Board Supervisor, Vice Chairman
John Moore	Board Supervisor, Assistant Secretary
Doug Maier	Board Supervisor, Assistant Secretary
Chris Shee	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A.
Chris Buttermore	District Engineer, Matthews Design Group
Scott Barnes	Account Manager, Yellowstone Landscape
John Distler	Representative, Yellowstone Landscape

Public members were present.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Gallagher called the meeting to order at 2:07 p.m. and read roll call.

SECOND ORDER OF BUSINESS**Public Comments**

It was noted that Sally Hall submitted her resignation effective August 25, 2020.

Callers had comments regarding an additional amenity facility, budget discussion, gate and park development.

Chris Shee joined the meeting in progress.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Special Meeting
held June 3, 2020**

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board approved the Minutes of the Special Meeting held June 3, 2020 for Madeira Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for
May 2020, June 2020 and July 2020**

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board ratified the Operation and Maintenance Expenditures for May 2020 in the amount of \$38,807.01, June 2020 in the amount of \$18,122.04 and July 2020 in the amount of \$15,982.48 for Madeira Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Rebate Calculation
Services Proposal, LLS Tax Solutions,
Arbitrage Services, 2007A and 2007B**

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the proposal from LLS Tax Solutions for Arbitrage Services for Series 2007A and 2007B for a term of 3 years in the amount of \$500.00 yearly for Madeira Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Adjustment to Board
Member Seat Numbers**

Mr. Haber noted that the Board is comprised of five (5) seats, with Ms. Halls resignation this leaves four (4) seats filled and one vacant seat. Each seat has a term with some expiring in November 2020 with two (2) expiring in 2022. There has been desire expressed to have Supervisor Lanius who sits in a seat expiring in 2022 to switch to a seat that expires in November 2020 and to have Supervisors Maier switch to a seat expiring in November 2022. To accomplish that the Supervisors would need to resign and remaining supervisors make an appointment. This process will be completed at the end of the meeting.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-11,
Amending the Location of Public
Hearings for Fiscal Year 2020-2021
Budget and Assessment**

Ms. Gallagher reviewed Resolution 2020-11.

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board adopted Resolution 2020-11, Amending the Location of Public Hearings for Fiscal Year 2020-2021 Budget and Assessment for Madeira Community Development District.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Haber updated the Board that the current order extending virtual meetings is thorough September 30, 2020

B. District Engineer

Mr. Buttermore was available to answer questions.

C. Landscape Maintenance

1.) Yellowstone Landscape Report, August 18, 2020

Mr. Barnes updated the Board that there is fungus in some of the turf and they are providing spot treatments for chinch bugs. He also update the Board that the oaks had been trimmed and palms were scheduled to be trimmed this week.

Mr. Maier noted that he had contacted Yellowstone regarding weed concerns.

D. District Manager

1.) Charles Aquatics Pond Report, August 5, 2020

Ms. Gallagher reviewed the pond report from Charles Aquatics, which noted perimeter vegetation was treated on ponds 1-4.

NINTH ORDER OF BUSINESS**Consideration of Real Property to
CDD for CDD Improvements**

The Board discussed conveyances of real property to the CDD for CDD improvements. It was noted the map included under tab 7 of the agenda is characterized as the final development plan and this is not the final development plan for Madeira. Mr. Haber noted that a review would be completed to determine what areas to the CDD already owns and what areas need to be conveyed.

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board delegated authority to Doug Maier to work with Staff and the developer to accept a deed for these areas that will be ratified at the next meeting for Madeira Community Development District.

TENTH ORDER OF BUSINESS**Consideration of Proposals for
Yellowstone Landscape and Charles
Aquatics Contract Renewals**

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the renewal proposal from Yellowstone based on the existing scope as well as the proposal for the additional areas based on the map provided, upon conveyance at an additional expense of \$29,000.00 for Madeira Community Development District.

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board approved the renewal proposal from Charles Aquatics based on the existing scope as well as the proposal for six (6) additional ponds upon conveyance at an additional expense of \$376.00 monthly for Madeira Community Development District.

ELEVENTH ORDER OF BUSINESS**Ratification of Agreement between St.
Johns County Property Appraiser and
Madeira CDD**

Mr. Haber reviewed the agreement between St. Johns County Property Appraiser and Madeira CDD which outlines the District's responsibility to maintain confidentiality of the information provided.

On a motion by Mr. Moore, seconded by Mr. Lanius, with all in favor, the Board ratified approval of St. Johns County Property Appraiser and Madeira CDD for Madeira Community Development District.

TWELFTH ORDER OF BUSINESS**Public Hearings on Fiscal Year 2020-
2021 Final Budget and Imposing
Special Assessments**

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board opened Public Hearing on Fiscal Year 2020-2021 Final Budget and Public Hearing Imposing Special Assessments for Madeira Community Development District.

Mr. Haber noted again that both public hearings were now open and comments on each hearing were being taken at one time.

There was a comment on irrigation wells, a question regarding additional number of units and the impact on assessments.

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board closed Public Hearing on Fiscal Year 2020-2021 Final Budget and Public Hearing Imposing Special Assessments for Madeira Community Development District.

Budget

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board adopted Resolution 2020-12, Approving Fiscal Year 2020-2021 Final Budget as presented for Madeira Community Development District.

2.) Consideration of Resolution 2020-13, Imposing Special Assessments

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2020-13, Imposing Special Assessments and Certifying the Assessment Roll for Madeira Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-14,
Designating Date, Time and Location
of Fiscal Year 2020-2021 Regular
Board of Supervisors' Meetings**

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2020-14, Designating Date, Time and Location of Fiscal Year 2020-2021 Regular Board of Supervisors' Meetings for Madeira Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Easement
Agreement for Well Usage**

Mr. Haber reviewed the easement and well usage agreements found under tab 13 of the agenda.

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the easement and well usage agreement in substantial form, subject to replacing the legal description, for Madeira Community Development District.

The Board then went back to agenda item 3D, Consideration of Adjustment to Seats.

Mr. Lanius provided his resignation effective immediately.

On a motion by Mr. Maier, seconded by Mr. Shee, with all in favor, the Board appointed Mr. Lanius to the seat previously vacated by Ms. Hall's resignation for Madeira Community Development District.

Mr. Lanius took the Oath of Office.

Mr. Maier resigned from his seat effective immediately.

On a motion by Mr. Lanius, seconded by Mr. Shee, with all in favor, the Board appointed Mr. Maier to Mr. Lanius' prior seat which he had resigned from previously for Madeira Community Development District.

Mr. Maier took his Oath of Office.

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board appointed Mr. Lanius Chairman and Mr. Maier as Vice Chairman for Madeira Community Development District.

FIFTEENTH ORDER OF BUSINESSES

Supervisor Requests

No supervisor requests.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board adjourned the meeting at 3:25 p.m. for Madeira Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 3

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures August 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,438.53**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	001714	39381	Monthly Aquatic Management- 6 ponds 08/20	\$ 435.00
City of St. Augustine	001710	37545-00 07/20	21 Portada Dr Irrigation 07/20	\$ 3,991.69
Comcast	001715	8495 74 310 1318970 07/20	Acct# 8495 74 310 1318970 07/20	\$ 119.55
Envera	001716	690364	Main Entrance Monitoring 06/01/2020 - 06/30/2020	\$ 1,674.00
Envera	001711	692828	Additional Resident Count 07/01/20-08/31/20	\$ 40.00
Envera	001716	693237	Main Entrance Monitoring 09/01/2020 - 09/30/2020	\$ 1,710.00
Florida Power & Light Company	001717	FPL Summary 07/20	FPL Summary 07/20	\$ 1,160.88
Hopping Green & Sams	001718	116534	General Legal Services 06/20	\$ 1,343.49
Rizzetta & Company, Inc.	001706	INV0000051765	District Management Fees 08/20	\$ 4,065.25
Rizzetta & Company, Inc.	001713	INV0000051862	Mass Mail 08/20	\$ 667.21
Rizzetta Technology Services, LLC	001707	INV0000006098	Website Hosting Services 08/20	\$ 100.00
The Gate Store, Inc.	001708	15458	Gate Repair 07/20	\$ 632.91
The Gate Store, Inc.	001719	15570	Monthly Preventative Maintenance 07/20	\$ 240.00

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The St. Augustine Record Dept 1261	001712	07272020 07/27/2020	Acct #18515 Legal Advertising 07/20	\$ 520.55
Yellowstone Landscape	001709	STAUG 132706	Oak Tree Pruning 07/20	\$ 3,825.00
Yellowstone Landscape	001720	STAUG 138868	Monthly Landscape Maintenance 08/20	<u>\$ 1,913.00</u>
Report Total				<u>\$ 22,438.53</u>

STAFF REPORTS

District Counsel

District Engineer

Landscape Report

Tab 4



Madeira Community Landscape Report – October 15, 2020

General Maintenance – All mowing occurrences have been weekly up until November when we will be reducing our services to every other week through the month of March. We will continue specialty pruning throughout the Winter months.

Fert/Chem – All turf has been fertilized utilizing Potash/Minors along with a fungicide and a pre-emergent to help curb any Winter weeds. With the up and down temperatures and heavy rains we have been experiencing the past couple months, has led to fungal issues in many turf areas.

Special Projects – Medjool palm pruning was completed the last week of September. Our Winter annuals have been delayed until 11/2. With the warmer weather, our growers have been challenged with propagation of their Winter color selection which has caused the delay in the schedule.

Thanks,

Scott Barnes | Senior Account Manager

Best Management Practices Certified

Certified Pest Control Operator – Lawn & Ornamental

Yellowstone Landscape

3235 North State Street, PO Box 849, Bunnell, FL 32110

Ph: 386.437.6211 ext. 138 | Cell: 904.669.6019 | www.yellowstonelandscape.com

District Manager

Tab 5

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This FIRST Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the _____, 2020 (the “**Effective Date**”), by and between **Madeira Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1st, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees



Rizzetta & Company

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

ANNUALLY	MONTHLY	
Management:	\$ 1,786.00	\$21,432
Administrative:	\$ 405.58	\$ 4,867
Accounting:	\$ 1,545.00	\$18,540
Financial & Revenue Collections:	\$ 450.67	\$ 5,408
Assessment Roll (1):		\$ 5,408
Total Standard On-Going Services:	\$ 4,187.25	\$55,655

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:



Rizzetta & Company

Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

LITIGATION SUPPORT SERVICES: Hourly Upon Request

ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



Rizzetta & Company

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 17, 2020

Biologist: Clayton Wilford

Client: Madeira

Waterways: Six storm water ponds

Pond 1: Previous treatment cleared up the algae. Added pond dye for water clarity and algae prevention. Picked up minor trash.



Pond 2: No algae or vegetation noted. Added pond dye and picked up trash.



Pond 3: Pond was in very good condition with no vegetation or algae noted. Added pond dye.



Pond 4: Previous treatment was effective. Added pond dye.



Pond 5: Previous treatment was effective. If the landscapers can keep this spot mowed I can use it for boat access. Added pond dye.



Pond 6: The water level is good, no invasive species noted. Added pond dye.



BUSINESS ITEMS

Tab 7



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Madeira Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Madeira Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084**

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120658

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$628,674
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$3,043

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Madeira Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084**

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120658

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$3,043
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,960
Public Officials and Employment Practices Liability	\$2,691
TOTAL PREMIUM DUE	\$8,694

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PROPERTY VALUATION AUTHORIZATION

Madeira Community Development District
c/o Rizzetta & Company
2806 N. Fifth Street, Ste. 403
St. Augustine, FL 32084

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$628,674 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: _____ Date: _____

Name: _____

Title: _____

**Madeira Community Development District**

Policy No.: 100120658

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
1	Entry Features/ Monument/Tower		2005	10/01/2020	\$313,000		
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2021		\$313,000	
	Pyramid hip			Clay / concrete tiles			
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
2	Gate House		2005	10/01/2020	\$206,000		
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2021		\$206,000	
	Cross gable			Clay / concrete tiles			
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
3	Irrigation System		2005	10/01/2020	\$45,000		
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2021		\$45,000	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
4	Fencing /Arbors/ Gates		2005	10/01/2020	\$15,000		
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2021		\$15,000	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
5	Light Poles & Signage		2005	10/01/2020	\$30,000		
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2021		\$30,000	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
6	RFID Reader and Envera Virtual Gate Guard System		2017	10/01/2020	\$19,674		
	15 Maralinda Drive Saint Augustine FL 32095		Electrical equipment	10/01/2021		\$19,674	
Total:			Building Value \$628,674	Contents Value \$0	Insured Value \$628,674		

Sign: _____

Print Name: _____

Date: _____

Tab 8

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR MADEIRA AT ST. AUGUSTINE COMMERCIAL PARCELS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MADEIRA AT ST. AUGUSTINE COMMERCIAL PARCELS (“Declaration”) is made this ____ day of _____, 2020 by **PONCE INVESTMENTS, LLC**, a Florida limited liability company (“**Ponce Investments**” or “**Declarant**”) as joined in and consented to by the Madeira Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, for the purposes of Article IX only.

RECITALS:

A. Ponce Investments is the owner of that certain real property located in the City of St. Augustine, Florida described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”);

B. The Property is approved for commercial development adjacent to a residential community known as Madeira at St. Augustine.

C. Ponce Investments desires to preserve and enhance the values of the Property, provide for the maintenance of certain areas and improvements for the benefit of the Property and for the Property to be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth herein; and

D. In order to facilitate the objectives described herein, the Declarant has formed a Florida not-for-profit corporation called the Madeira at St. Augustine Commercial Property Owners Association, Inc. (“**Association**”), which shall be responsible for the administration, enforcement and performance of certain duties under this Declaration.

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

IN CONSIDERATION of the covenants contained herein, the Declarant, with joinder herein of Investments and the Association, hereby states this Declaration to establish, declare and prescribe herein that the Property shall hereafter be owned, held, transferred and conveyed subject to the covenants and restrictions hereinafter set forth which shall apply, as to covenants and restrictions, and be covenants running with title to the Property and shall be binding upon the owners of the Property, their respective heirs, personal representatives, successors and assigns for the benefit of the owners of the Property, the Association and where specified, but not otherwise, the Declarant (as such rights continue to legally exist), to the extent the Property is subject to its declaration, its successors and assigns. Every owner of the Property, present and future, or any part thereof (by acceptance of a deed therefore, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall

hereinafter be deemed to covenant and to comply with, abide by and be bound by the terms of this Declaration of Covenants, Restrictions and Easements for Madeira at St. Augustine Commercial Parcels.

ARTICLE I. DEFINITIONS

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

(a) **“Association”** shall mean and refer to Madeira at St. Augustine Commercial Property Owners Association, Inc., a Florida not-for-profit corporation, the By-Laws and Articles of Incorporation of which are attached hereto and incorporated herein as **Exhibits “B” and “C”**, respectively. This is the Declaration to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) **“Benefited Parcel”** or **“Benefited Parcels”** shall mean the Lots or Parcels benefitted by certain access, drainage or other improvements owned and maintained, or to be owned and maintained, by the Association pursuant to the terms hereof.

(c) **“Board”** or **“Board of Directors”** shall mean and refer to the duly constituted Board of Directors of the Association.

(d) **“CDD”** or **“Community Development District”** shall mean and refer to the Madeira Community Development District, an independent local unit of special purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and its successors and assigns.

(e) **“Commercial Unit”** shall mean and refer to any improvements located upon the Property intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve owners and tenants of the Property and/or the public, including but not limited to commercial and retail uses, professional and medical offices and such other uses permitted by the zoning of the Property and by the Association; provided, however, that public or commercial units shall not include any of foregoing which constitute Common Area as defined herein. Each free-standing improvement shall constitute a single Commercial Unit, whether a single ownership parcel or divided into separate legally definable ownership parcels. A parcel shall not be deemed to be improved as a Commercial Unit until such time as improvements constructed thereon are sufficiently completed so as to be certified for occupancy by the applicable authorities of the City of St. Augustine, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications.

(f) **“Common Area”** or **“Common Areas”** shall mean and refer to all real and/or personal property which the Association, CDD or one (1) or more owners owns for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of the Madeira at St. Augustine Commercial Parcels which the Association, the CDD or one (1) or more owners has an interest for the common use and enjoyment of the members of the Association, including without limitation, a right of use (such as but not limited to, easements for surface water collection and retention) and excluding any real or personal property constituting Common Area of the Association. The use of the Common

Area shall be restricted to landscaping, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, parking, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede.

(g) **“Declaration”** shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Madeira at St. Augustine Commercial Parcels as recorded in the Public Records of St. Johns County, as the same may be amended from time to time.

(h) **“Declarant”** shall mean and refer to Ponce Investments, LLC, a Florida limited liability limited company, its successors and such of its assigns as to which the rights of Declarant hereunder may be specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise such rights as Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Declarant under this Declaration are independent of Declarant’s rights to control the Association.

(i) **“Drainage Easement/Drainage Easement Parcels”** shall mean a perpetual, non-exclusive right, privilege and easement within certain areas of the Property on which stormwater ponds and related improvements will be constructed (**“Drainage Easement Parcels”**) that shall be owned and maintained by the CDD. This Declaration shall be amended to include legal descriptions of the Drainage Easement/Drainage Easement Parcels once stormwater ponds and related improvements are constructed.

(j) **“Drainage Easement Maintenance Costs”** shall mean the cost of servicing, operating, maintaining, repairing and replacing the Drainage Improvements on the Drainage Easement Parcels including, without limitation, costs of maintaining and repairing any improvements located on the Drainage Easement Parcels affected by any maintenance of the Drainage Improvements.

(k) **“Drainage Improvements”** shall mean the stormwater drainage facilities to be installed over, under and across the Drainage Easement Parcels as may be desirable or necessary for the use and enjoyment of a Benefited Parcel.

(l) **“Lot” or “Parcel”** shall mean and refer to any parcel of the Property in Madeira at St. Augustine Commercial Parcels, together with any and all improvements thereon, whether or not platted in the Public Records of St. Johns County, Florida, on which a Commercial Unit, as defined above, could be constructed, whether or not one has been constructed.

(m) **“Madeira at St. Augustine Commercial Parcels” or “Property”** shall mean and refer to that certain real property as described on **Exhibit “A”** attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

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

(o) **“Signage Easement” or “Sign Easements”** shall mean any perpetual, non-exclusive right, privilege and easement over a parcel or parcels within the Property that

Declarant may designate for master ground signs to serve some or all of the businesses located within the Madeira at St. Augustine Commercial Parcels.

(p) **“Sign Easement Maintenance Costs”** shall mean the costs of constructing, servicing, operating, maintaining, repairing and replacing the Signage Improvements within the Signage Easement or Signage Easements.

(q) **“Signage Improvements”** shall mean the signage structures and related improvements to be installed over, under or across the Sign Easement parcels as may be desirable or necessary for the use and enjoyment of a Benefited Parcel.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

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

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

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

The Declarant or Association’s right to so add or withdraw land shall be provided only upon the following occurring: (a) upon addition of any lands to the scheme of this Declaration, the Owners of Property therein shall be and become subject to this Declaration, including assessment by the Association for their pro-rata share of the Association expenses, and (b) the addition or withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the pro-rata share of the Association expenses payable by the Owners of the Property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. However, if land is added or withdrawn as Common Area of this Association, regardless of whether or not it materially increases the pro-rata share of the Association expenses payable by the Owners, no consent or joinder of a majority of the Members of the Association will be necessary. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of St. Johns County, Florida supplementary Declarations with respect to the lands to be added or withdrawn.

ARTICLE III. PROPERTY RIGHTS

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

(a) the right of the Declarant, Association (in accordance with its Articles and By-Laws, as may be amended) or the CDD, whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association or the CDD to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately, and the Articles and By-Laws of the Association, as may be amended;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association or the CDD, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements, restrictions and other matters referenced in Articles VI, VIII and IX hereof.

ARTICLE IV. MADEIRA AT ST. AUGUSTINE COMMERCIAL PARCELS MAINTENANCE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Declarant at all times as long as it owns all or any part of the Property which may become subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. In the event ownership of a Lot shall be separated from ownership of a Commercial Unit located thereon, all such owners shall be members and voting rights in the Association and assessments against the Commercial Unit located thereon shall be allocated between such Commercial Unit and Lot as the Owners thereof shall determine; provided, however, the vote(s) attributable to any such Commercial Unit cannot be divided for any issue and must be voted as a whole.

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

Section 3. Powers of the Association. The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Association shall be exercised by the Declarant, which may act on behalf of the Association to: (i) amend the Declaration; (ii) terminate the Association or this Declaration; (iii)

elect the Board of Directors; and (iv) determine the qualifications, powers and duties or terms of office of the Board of Directors.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of The Lien and Personal Obligation For The Assessments. Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges; (2) any special assessments for capital improvements or major repair, except as set forth in the paragraph below; (3) exterior maintenance assessments (as set forth hereafter); (4) drainage easement maintenance costs (as set forth hereafter); and (5) access improvement maintenance costs (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon as provided in Section 8 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Unless specified otherwise herein, the Association shall be responsible for operation, maintenance, repair, replacement and capital costs related to the Common Area and facilities and improvements located thereon; directional and other signage; and other similar costs that benefit all Owners within the Property. Each Owner shall be responsible for operation, maintenance, repair and replacement of all sidewalks, driveways, parking lots, landscaping and irrigation, signage and other improvements located on each Owner's Lot and for operation, maintenance, repair and replacement of the exteriors of the Commercial Unit or Commercial Units located on the Lot or Lots it owns. Each Owner shall be responsible for paying all costs of performing its obligations set forth in the preceding sentence, without contribution from other Owners or the Association.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Property within Madeira at St. Augustine Commercial Parcels, and, to the extent not improved or maintained by the CDD, for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of Owners of the Property, including, but not limited to, Drainage Easement Maintenance Costs, Access Easement Maintenance Costs, security, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it including, without limitation, the failure of the CDD to perform any maintenance or operational responsibilities.

Section 3. Annual Assessments. Except as hereinafter provided, the annual Parcel assessment, excluding funds for special improvement projects, capital improvements or interior maintenance assessments, and excluding any other association maintenance assessment, shall be established annually on a per-acre basis, rounded to the nearest whole acre, owned by each Owner. Once each Parcel within the Property is developed with buildings and related improvements, assessments shall be a fractional portion, the numerator of which is the air

conditioned square footage of buildings constructed on each Owner's Parcel and the denominator of which is the total air conditioned square footage of buildings within the Property.

The Association shall calculate the above costs annually. Each Owner shall cooperate with the Association in providing information and access to its respective Parcel as may be reasonably required to make such calculations. All reasonable costs incurred by the Association in calculating each Owner's pro-rata share of the costs shall be included in the annual assessments.

Each Owner shall pay all other costs incurred by the Association not related to the Drainage Easement Parcels/Drainage Improvements or Access Easement Parcels/Access Improvements not funded by the Association. The Association shall not incur any costs not associated with serving or benefiting the Parcels contained within the Property.

Section 4. Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each Lot upon which a Commercial Unit has been constructed and at a uniform rate for Lots upon which no Commercial Unit has been constructed; provided, however, to the extent the Owner of a Lot and/or Commercial Unit requests additional services to be provided to or for the benefit of a particular Lot or Commercial Unit by the Association, the costs of such additional services shall be charged to such Owner as part of such Owner's annual assessment.

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

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

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

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas, including the necessary fixtures, landscaping and personal property related thereto;

(b) For additions to the Common Areas, including but not limited to installation of capital improvements such as security card gates systems and master graphics and signage for Madeira at St. Augustine Commercial Parcels;

(c) To provide for the necessary services and the facilities and equipment to offer the services authorized herein; and

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein, whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the approval of a majority of the Members of the Association.

Section 8. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording in the Public Records of St. Johns County, Florida a claim of lien stating the description of the Lot or legally definable portion thereof encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

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

Section 9. Subordination or The Lien to Mortgages. The lien of the assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) As Common Area, as defined in Article I hereof; and
- (c) As property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot devoted to commercial and retail uses, professional and medical offices and such other uses permitted by the zoning of the Property, shall be exempt from said assessments, charges or lien.

Section 11. Allocation and Apportionment. The Board of Directors of the Association shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property, nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration. The judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association at the discretion of the Board of Directors of the Association.

Section 12. Community Development District. The Property is part of the CDD that was formed and is subject to assessments to finance and facilitate the construction and installation of certain amenities and infrastructure serving the Property or parts thereof. The CDD may impose and levy taxes or assessments, or both taxes and assessments, on the Lots. These taxes and assessments pay the construction, operations and maintenance costs of certain public facilities and services of the Community Development District and are set annually by the governing board of the CDD. These taxes and assessments are in addition to the annual or special Lot assessments provided herein, County and other local governmental taxes and assessments.

ARTICLE VI. EXTERIOR MAINTENANCE.

Section 1. Maintenance Obligations of Owners. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well-kept appearance, especially along the perimeters of any Lot. Any Owner of Property abutting a right-of-way shall be responsible for maintaining the landscape and buffer improvements abutting the unpaved portion of the right-of-way to the extent not maintained by the Association. The Association shall from time to time observe site and landscape maintenance, and if not satisfied with the level of maintenance on a site, shall notify the Owner in writing. If within fifteen (15) days from notification that, in the Association's opinion, maintenance has not been brought to acceptable standards in conformance with the following maintenance standards, the Association may order the work done at the site at Owner's expense and may treat the charge as an assessment pursuant

to Article V hereof. The Association may appoint a Maintenance Committee, which shall have the responsibility to amend and enforce the following maintenance standards:

(a) Trash. All trash and garbage shall be placed in designated containers or within the Owner's contained service area, and all trash areas shall be screened and properly landscaped. Yards and landscape areas shall be kept free of trash, leaves and dead landscaping materials.

(b) Landscaping. All landscaped areas (including sodded areas), landscape and buffer improvements abutting a Lot in the unpaved portion of the right-of-way shall receive regular maintenance, including irrigation, trimming, fertilization, mowing and replacement of diseased plant materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Madeira at St. Augustine Commercial Parcels and to maintain a uniform and sightly appearance.

(c) Parking Lots and Sidewalks. All parking lots, sidewalks and other hard surface areas shall be swept and cleaned regularly, and cracks and damaged areas of sidewalks shall be repaired or replaced as required, in the opinion of the Board of Directors of the Association. Damaged or eroding areas of the asphalt parking surface shall be replaced by the Association related to Ponce Island Drive and any roadways owned by the Association in the future and driveways connected directly thereto and by the applicable Owner on whose Lot the parking surface is located as required and an overall resurfacing of the parking area within each Owner's Lot or Lots will be done as necessary, in the opinion of the Board of Directors of the Association. Broken bumper stops and/or curbing shall be replaced by each Owner on its Lot as required, and drainage inlets, storm sewers and any surface drainage facilities shall be maintained by each Owner on its Lot in good repair and shall remain clear of debris so as to enable the proper flow of water.

(d) Lighting. Levels of light intensity in the parking areas of all exterior walkways and all illuminated signs shall be maintained at safe levels, and bulbs shall be replaced by the applicable Owner expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

(e) Painting. All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

(f) Signs. All electric or other signs shall be maintained in good repair so as to be clear and legible.

(g) Building Exterior. All structures and other improvements shall be maintained in a first-class and attractive manner. All structures and improvements shall be at times kept in good condition and repair and adequately painted or otherwise finished in accordance with the approved plans and specifications.

(h) Construction. During construction, it shall be the sole responsibility of the Owner of each Lot to ensure that construction sites and adjoining properties are kept free of any

unsightly accumulations of rubbish and scrap materials and that construction materials, trailers and the like are kept in a neat and orderly manner.

(i) Construction of Common Area Improvements. Until such time as buildings and/or Common Area improvements are constructed on a Lot, the Owner(s) thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt litter or debris. Any Lot which has not yet been cleared shall be allowed to remain in its natural condition.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, at the option of the Board of Directors, provide certain routine exterior maintenance upon any Lot to maintain a uniform, first-class high quality appearance (of similar or like commercial properties) of the Property and to preserve the value, quality and beauty of the Property, including paint and repair of roofs, gutters, downspouts, exterior building surfaces, paved parking areas, sidewalk areas, and maintenance of trees, shrubs, grass, walks, yard cleanup and other exterior improvements.

Section 3. Maintenance Duties of Other Associations. If for any reason any other property owners association which is responsible for administration of other portions of the Property fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, by-laws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable Property in a first-class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that such association has refused or failed to act, whether against all Property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 4. Assessment of Cost. The cost of maintenance performed by the Association as provided in Sections 2 and 3 above shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be equitably apportioned to the Lot(s) by the Board of Directors, as they shall deem appropriate. The exterior maintenance assessments shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 5. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. The Association shall use reasonable efforts to minimize entry onto developed parcels during business hours, particularly the middle of the business day. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

ARTICLE VII. MADEIRA AT ST. AUGUSTINE COMMERCIAL PARCELS ARCHITECTURAL CONTROL

Section 1. Review and Approval. Other than any improvements constructed upon the Property by the Declarant prior to the Effective Date of this Declaration, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, signs, site paving, grading, parking and building additions, alterations, screen enclosures, decorative building features, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration thereof be made until the plans, specifications and locations of the same shall have been submitted to and approved in writing as to reasonable harmony of external design, and location in relation to surrounding structures and topography. The approval or disapproval of the Association shall be dispositive but shall be made in a commercially reasonable manner. All Owners shall be required to obtain Association approval for the aforementioned structures and improvements prior to submitting plans for such structures and improvements to the City of St. Augustine or other applicable governmental agency. Maximum building heights shall be governed by the zoning designation of each Parcel located within the Property. It is the intent of the Declarant that all improvements constructed on the Property will be compatible with the design of the residential areas of Madeira at St. Augustine.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by either the Board of Directors or the Architectural Review Board (“**ARB**”), which shall consist of three (3) members who need not be members of the Association. Members of the ARB shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors.

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

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

(b) To reasonably approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, sewer, drain, disposal system, decorative building feature, landscape device or object or other improvement or change or modification thereto, the

construction, erection, performance or placement of which is proposed upon the Property and to reasonably approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval or denial.

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

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

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ARB contemplated under this Article, neither the ARB 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 Association or the ARB.

Section 5. Delegation of Services/Management. The Board of the ARB shall be authorized to delegate any of the services to be provided by the ARB or Board under the terms of this Article VII to a private company which, in the opinion of the Board or ARB, shall make such services available to the Association in a reasonable manner. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 6. General Powers of the Association. The Board shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article VII.

ARTICLE VIII. USE RESTRICTIONS

Section 1. Use Regulations. Permitted uses within the Property are commercial and retail uses, professional and medical offices and such other uses permitted by the zoning of the Property, as may be amended by the Declarant, in its sole discretion, and such uses and purposes incidental and necessary thereto. No portion of the Property shall be used for noxious or offensive uses including, without limitation, a gun range, adult bookstore (which will include a store which sells or offers sexually explicit videos, DVDs, audiotapes, films, devises, apparel and the like); “peep show” store; topless or strip club; vape shop, smoke shop or so-called “head” shop; off-track betting, gambling, gaming or check cashing facility; animal boarding facility; animal hospitals; “second hand” or surplus store, pawn shop, flea market, swap meet or junk yard. Notwithstanding the foregoing, the southwest portion of the Property that is within five hundred (500) feet of Poinciana Avenue is prohibited from including the following uses: gas station, tire center, automotive repair, dog kennel, adult entertainment, tattoo parlor, convenience store, liquor store, tavern, bar or other establishment whose annual gross revenue from the sale of alcoholic beverage for on-premise consumption derives more than fifty percent (50%) for such business. In addition, the total square footage of commercial or office space within the Property shall prohibit big box stores such as, without limitation, grocery chains in excess of forty thousand (40,000) air-conditioned square feet. All uses within the Property must comply with applicable local government zoning, land use and other regulations. No Owner shall modify the future land use designation or zoning of a Parcel (including any changes to planned unit development ordinances) without the prior written consent of the Declarant as long as the Declarant owns any Parcel within the Property.

Section 2. Required Yards. Minimum front, side or rear building setback requirements shall be as required by the Madeira at St. Augustine Planned Unit Development, City of St. Augustine Ordinance No. 2001-12, as amended.

Section 3. Loading Service and Outside Storage. Each Lot devoted to site development shall provide sufficient on-site loading facilities to accommodate site activities, and all loading movement, including turnarounds, shall be made off of the public or Association-owned right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any Association-owned street or other dedicated public right-of-way. Screening of service areas, loading docks and similar facilities may consist of any approved combination of earth mounding, landscaping, walls and/or fencing. No materials, supplies or equipment shall be permitted to remain outside of any building. However, tanks, motors and special industrial equipment will be permitted to remain outside of any building as long as they are screened from the street and surrounding property. Rubbish and garbage facilities shall be fully screened so as not to be visible from any dedicated public street (including U.S. Highway 1), Association-owned right-of-way or adjacent homes in Madeira.

Section 4. Site Furniture. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the Association as elsewhere herein provided.

Section 5. Drainage and Water Retention. All drainage and water retention plans for any improvements to be located upon the Property must be submitted to the ARB prior to their implementation. Once the ARB has determined the plans are in conformity with the overall drainage and water management plan applicable to the Property and other affected lands, it shall

approve the submitted plans in writing. In the event drainage and water retention plans have not had the prior approval of the ARB, the Owner shall, upon demand of the ARB, make all necessary changes in its drainage and water retention development to conform with the requirements of the ARB, and shall bear all costs and expenses of the ARB or the Owner in making said changes. No changes in elevations of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which in the sole opinion of the Association shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Association.

Section 6. Building/Mechanical Equipment. All mechanical equipment servicing buildings, including roof-mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design. The ARB shall have the right, in its sole discretion, to waive this provision based on Lot location and structure configuration.

Section 7. Site Grading. Site grading shall be subject to the approval of the ARB and shall be in conformance with the architectural planning criteria of the Association.

Section 8. Pedestrian Path System and Common Open Space. Each Owner shall have the right to the use and benefit of the pavement, sidewalks and other paths located within Access Easement Parcels for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the prior written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the prior written approval of the Association.

Section 9. Parking. Parking on the streets (outside of designated parking areas) in Madeira at St. Augustine Commercial Parcels is strictly prohibited. All parking within the Madeira at St. Augustine Commercial Parcels shall only be in designated parking areas. In the event that certain parking facilities within Madeira at St. Augustine Commercial Parcels shall constitute part of the Common Area, the Association reserves the right, in its sole discretion, to assign certain parking areas as an exclusive easement for the use of a particular Lot or Lot(s).

Section 10. Signs, Lighting and Landscaping. Signs and sign location within the project, and exterior lighting and landscaping upon any Lot shall be subject to the review and approval of the ARB.

Section 11. Utilities. All electrical and telecommunication transmission lines within the Property and major electrical transmission lines shall be installed and maintained underground.

Section 12. Exterior Maintenance. The maintenance standard provided in Article VI herein shall apply to all buildings, landscaping and other improvements within the Property.

Section 13. Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property, except wells permitted by the City of St. Augustine and the St. Johns River Water Management District, as applicable.

Section 14. Nuisances. Nothing shall be done or maintained on any Lot which represents or may become an annoyance or nuisance within the Property. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 15. Environmental Restrictions. The Property is located on or near portions of the former Ponce de Leon Resort and Golf Course, upon which certain agrichemicals, including but not limited to herbicides, pesticides and fertilizers, were lawfully applied, resulting in certain soil and groundwater impacts. Portions of the Property have been managed and remediated to address the presence of certain impacts soil and groundwater by restricting development of the Property for residential uses and prohibiting the use of groundwater within the development in accordance with Florida laws and in cooperation with the Florida Department of Environmental Protection ("FDEP"). These restrictions will be documented in a declaration of restrictive covenant to be prepared by Ponce Associates, LLC (the "Environmental Restriction"). Future use of the Property for non-residential uses, as allowed by the current zoning, is permitted. However, all development must comply with the Environmental Restriction, including by not limited to the following: any subsurface work that is conducted on any portion of the Property must be pre-approved in writing by FDEP's Division of Waste Management ("DWM") in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the St. Johns River Water Management District ("District"); and (2) if any additional stormwater swales, stormwater detention or retention facilities or ditches are to be developed on the Property, an exhibit showing the updated location and configuration of these facilities shall be submitted to Ponce Associates, LLC for transmitted to FDEP for pre-approval. Ponce Associates and Ponce Investments agree to cooperate in the preparation, execution and recording of the Environmental Restriction.

Section 16. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article VIII, including the Environmental Restriction, shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners. Failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 17. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article VIII shall give the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association and/or Owners in seeking such enforcement and all costs of such enforcement action shall constitute part of the fees. Annual assessments shall be enforceable as a lien upon the

Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, which shall remain in full force and effect.

ARTICLE IX. DECLARATION OF DRAINAGE AND SIGNAGE EASEMENTS

Section 1. Grant of Drainage Easements. The Declarant hereby grants, reserves and establishes the Drainage Easements within the Drainage Easement Parcels for the benefit of and as an appurtenance to the Property, and as a burden upon each Lot, the non-exclusive and perpetual right, privilege and easement in, to, over, under, along and across those portions of the Common Area on each Lot necessary for (i) construction, use, operation, maintenance, repair, replacement and removal of underground and above ground stormwater drainage lines and related facilities to serve the Property; (ii) discharging, draining and transmitting of stormwater capacity approved by the Declarant and the CDD from the Property to retention pond(s) on the Drainage Easement Parcels; and (iii) for utilizing, servicing, operating, maintaining, repairing and replacing the Drainage Improvements, subject to the prior written approval of the Declarant and the CDD.

Section 2. Location of the Drainage Easements. Upon completion of any Drainage Improvements constructed by an Owner or Owners and not the Association or the CDD, the Owner(s) of the Benefited Parcels, at the sole cost and expense of such Owner(s), shall obtain a metes and bounds description of the areas within the Drainage Easement Parcels in which such Drainage Improvements are situated and the Drainage Easements in this Declaration shall be modified by amendment to this Declaration to specifically set forth the location of the Drainage Easements. Upon the recordation of such amendment, the Drainage Easements for the Benefited Parcels shall be limited to the areas so described, unless relocated in accordance herewith.

Section 3. Right to Relocate. Subject to the terms herein, the Declarant, the Association and the CDD shall have the right to relocate and remove any and all Drainage Improvements that such entity may own as may be deemed necessary or desirable by the Declarant, Association or CDD or to relocate the Drainage Easement Parcels, provided that the construction, maintenance, use and operation of any relocated Drainage Improvements or relocated Drainage Easement Parcels shall be subject to the conditions set forth herein.

Section 4. Maintenance and Repairs of Drainage Easement Parcels. The CDD shall maintain, or cause to be maintained, the Drainage Improvements and retention pond(s) to which said improvements drain in good condition and repair. The CDD will maintain the Drainage Improvements and retention pond(s) in accordance with applicable permits, laws, rules and regulations.

Section 5. Grant of Signage Easements. The Declarant may grant, reserve and establish one or more Signage Easements within the Property for the benefit of one or more Parcels within the Property. Such Signage Easements may include approval for the construction, use, operation, maintenance, repair, replacement and removal of ground or monument signs for the use by one or more Parcel Owners. The Owners of Parcels that benefit from any such Signage Easement shall pay a pro-rata share of the costs of constructing, maintaining, repairing, replacing and removing the sign structure and all applicable panels, lighting and landscaping. The Association, or its selected contractors, shall perform all such construction, maintenance, repair, replacement and removal of sign structures and related improvements.

Section 6. CDD Maintenance. In the event that the CDD shall for any reason fail to maintain any portion of the Common Area for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days' prior written notice to the CDD. Any and all reasonable costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law. CDD is only obligated to maintain stormwater management ponds. CDD has no other legal responsibility or authority with respect to the Association or this Declaration.

ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANT

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

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

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

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

Section 5. Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any property line or easement area, Declarant reserves for itself the right to release the Lot from the

restriction from which it violated and to grant an exception to permit the encroachment by the structure over the property line, or in the easement area, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the public health and safety, the value of adjacent Lots or the overall appearance of the Property.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Duration. The Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any portion of the Property, their respective legal representatives, heirs, successors, and assigns, through December 31, 2050. The term hereof shall be automatically extended for consecutive terms of twenty (20) years unless seventy-five percent (75%) of the then-Owners of the Property (and the Declarant to the extent of provisions benefitting such parties) shall consent to termination of this Declaration. Termination shall be evidenced by an instrument executed by not less than seventy-five percent (75%) of the then-Owners of the Property and the Declarant and recorded in the Public Records of St. Johns County, Florida.

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

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

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

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

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided the services for which assessments are made and set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. This Declaration may be amended at any time and from to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association.

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

“PONCE INVESTMENTS/DECLARANT”

Signed, sealed and delivered in the presence of:

PONCE INVESTMENTS, LLC, a Florida limited liability company

By: _____
Name: _____
Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgements, personally appeared _____, who is _____ of PONCE INVESTMENTS, LLC, a Florida limited liability company, and acknowledged before me that he executed the foregoing Declaration in the name of and on behalf of said limited liability company.

WITNESS my hand and official seal in the County and State aforesaid, this _____ day of _____, 2020.

Notary Public, State of Florida

Printed Name: _____

Commission Number: _____

Commission expires: _____

As joined in and consented to for the purposes of Article IX only:

“CDD”

Signed, sealed and delivered in the presence
of:

MADEIRA COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government

By: _____
Name: _____
Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or
☐ online notarization, an officer duly authorized to take acknowledgements, personally appeared
_____, who is _____ of MADEIRA COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, and acknowledged
before me that he executed the foregoing Declaration in the name of and on behalf of said
district.

WITNESS my hand and official seal in the County and State aforesaid, this _____ day of
_____, 2020.

Notary Public, State of Florida
Printed Name: _____
Commission Number: _____
Commission expires: _____

EXHIBIT "A" to Form of Declaration

Property

A PORTION OF SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, SECTION 49, TOWNSHIP 7 SOUTH, RANGE 29 EAST, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, AND SECTION 60, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALL IN ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF POINCIANA AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $27^{\circ}56'28''$ WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 821.07 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $17^{\circ}03'32''$ EAST, 35.36 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH $62^{\circ}03'32''$ EAST, 240.14 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $72^{\circ}56'28''$ EAST, 35.36 FEET; THENCE NORTH $62^{\circ}03'32''$ EAST, 60.00 FEET; THENCE NORTH $27^{\circ}56'28''$ WEST, 2.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $17^{\circ}03'32''$ EAST, 35.36 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH $62^{\circ}03'32''$ EAST, 38.69 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 31.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $59^{\circ}15'49''$ EAST, 31.21 FEET; THENCE SOUTH $27^{\circ}56'28''$ EAST, 900.69 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF POINCIANA AVENUE; THENCE SOUTH $68^{\circ}36'29''$ WEST, ALONG LAST SAID LINE, 447.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.87 ACRES, MORE OR LESS

TOGETHER WITH:

A PORTION OF SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF POINCIANA AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 27°56'28" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 971.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 27°56'28" WEST, ALONG LAST SAID LINE, 1112.71 FEET; THENCE NORTH 62°03'32" EAST, 43.00 FEET; THENCE NORTH 27°56'28" WEST, 40.00 FEET; THENCE SOUTH 62°03'32" WEST, 43.00 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 27°56'28" WEST, ALONG LAST SAID LINE, 65.17 FEET; THENCE NORTH 27°18'46" WEST, CONTINUING ALONG LAST SAID LINE, 273.81 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°41'14" EAST, 35.36 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 62°41'14" EAST, 233.81 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 4.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°22'27" EAST, 4.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°37'33" EAST, 35.55 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 27°18'46" EAST, 143.69 FEET; THENCE NORTH 62°41'14" EAST, 60.00 FEET; THENCE NORTH 27°18'46" WEST, 157.84 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 28.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°53'53" EAST, 27.39 FEET; THENCE SOUTH 27°18'46" EAST, 155.50 FEET; THENCE SOUTH 41°47'49" EAST, 79.53 FEET; THENCE SOUTH 74°21'45" EAST, 52.40 FEET; THENCE SOUTH 66°35'49" EAST, 35.72 FEET; THENCE SOUTH 27°56'28" EAST, 96.50 FEET; THENCE NORTH 67°19'58" WEST, 26.16 FEET; THENCE SOUTH 49°58'06" WEST, 101.65 FEET; THENCE SOUTH 04°02'06" EAST, 42.57 FEET; THENCE SOUTH 05°02'43" EAST, 62.52 FEET; THENCE SOUTH 56°52'47" EAST, 46.12 FEET; THENCE SOUTH 11°43'05" EAST, 52.86 FEET; THENCE SOUTH 33°05'08" EAST, 62.59 FEET; THENCE SOUTH 13°06'06" EAST, 39.51 FEET; THENCE SOUTH 17°27'22" EAST, 49.13 FEET; THENCE SOUTH 84°41'55" EAST, 62.96 FEET; THENCE SOUTH 79°24'55" EAST, 95.23 FEET; THENCE SOUTH 84°24'25" EAST, 38.38 FEET; THENCE SOUTH 44°49'04" EAST, 14.88 FEET; THENCE SOUTH 27°56'28" EAST, 699.74 FEET; THENCE

SOUTH 62°03'32" WEST, 69.86 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°56'28" WEST, 35.36 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 27°56'28" WEST, 10.00 FEET; THENCE SOUTH 62°03'32" WEST, 60.00 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°03'32" WEST, 35.36 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 62°03'32" WEST, 240.14 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°56'28" WEST, 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.62 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 5, PER OFFICIAL RECORDS BOOK 1836, PAGE 42, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, DESCRIBED THEREIN AS:
GRANT TO ARNAU, SECTION 43, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.

Tab 9

Tab 10

Tab 11

Tab 12

Supervisor Requests

ADJOURNMENT