



***AMENDED AGENDA
BOARD OF ADJUSTMENT
REGULAR MEETING
OCTOBER 17, 2018
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. OLD BUSINESS**
- 3. NEW BUSINESS**
 - 3.1 BOA 2018-18: MARK GLEASON, AGENT FOR JAMES & PATRICIA DUKES, LOT 124 HIGH RIGGER ROAD VARIANCE FROM THE RESIDENCE AT AMELIA LANDINGS UNIT 3 REPLAT NOTE 9 WHICH SPECIFICALLY STATES THAT CORNER LOTS SHALL HAVE A MINIMUM SIDE STREET SET BACK OF 12.5'.**

The applicant is seeking to reduce the corner side setback from 12.5' to 6.2' from the property line for the construction of a single family home. *(Quasi-Judicial)*
- 4. BOARD BUSINESS**
 - 4.1 DISCUSSION OF REGULAR AND SPECIAL MEETING DATES FOR REMAINDER OF 2018** Scheduled regular meeting dates are Wednesday, November 21, 2018 and Wednesday, December 19, 2018; Additionally there is a need to schedule a special meeting for an appeal of a Technical Review Committee decision. Please be prepared to discuss alternative dates due to the upcoming holidays.
- 5. STAFF REPORT**
- 6. PUBLIC COMMENT**
- 7. ADJOURNMENT**

NEXT BOA REGULAR MEETING IS SCHEDULED FOR NOVEMBER 28, 2018.

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact (904) 310-3115 or through the Florida Relay Services at 711 at least 24 hours in advance to request such accommodations.

All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.



BOA 2018-18
Lot 124 Amelia Landings Unit 3 Replat
October 10, 2018

BOARD OF ADJUSTMENT STAFF REPORT

Case Number 2018-18

Meeting Date October 17, 2018

Owner/Applicant Patricia & James Dukes / Mark Gleason
Property Location: NW Corner of Off Shore Drive & High Rigger Road
Parcel Number: 00-00-31-1651-0124-0000

Requested action: VARIANCE from LDC Section Corner lot, side abutting street, side yard setback as noted on The Residence at Amelia Landings Unit 3 replat

Current zoning: R-2 PUD Overlay
FLUM land use category: Medium Density Residential
Existing uses on the site: Vacant

All required application materials have been received. All fees have been paid. All required notices have been made.

I. SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting a variance to reduce the corner lot, side abutting street, side yard setback that is specifically noted on The Residence of Amelia Landings Unit 3 replat.

The Landings on Amelia Island as originally named in the earlier 1980's, was planned as a 480-unit racquet and beach club. "Carefully nestled among 45 acres of rolling dunes, spectacular foliage and tropical vegetation, The Landings on Amelia Island is destined to be one of Fernandina Beach's premier resort communities," as described by the developer's letter of intent.

In 1988 the PUD was amended, and the remaining undeveloped land was subdividing into single family home sites through a series of subdivision plats.

The subject parcel was originally two lots in The Residence at Amelia Landings Unit 3,¹ only to be replatted² shortly thereafter. This subdivision plat notes corner lot side abutting street setbacks at 12.5' which is less than the typically 15' side yard, side abutting street setback for the R-2 zoning district. The setbacks denoted on the plat take precedent over the traditional zoning minimum setbacks.

This particular property appears to lie just out side of the defined Coastal Upland Protection Zone (CUPZ), which is measured 1000 feet from the Coastal Construction Control Line. However,

¹ The Residence at Amelia Landings Unit 3, Plat Book 5 Page 252

² The Residence at Amelia Landings Unit 3 Replat, Plat 5 Page 383



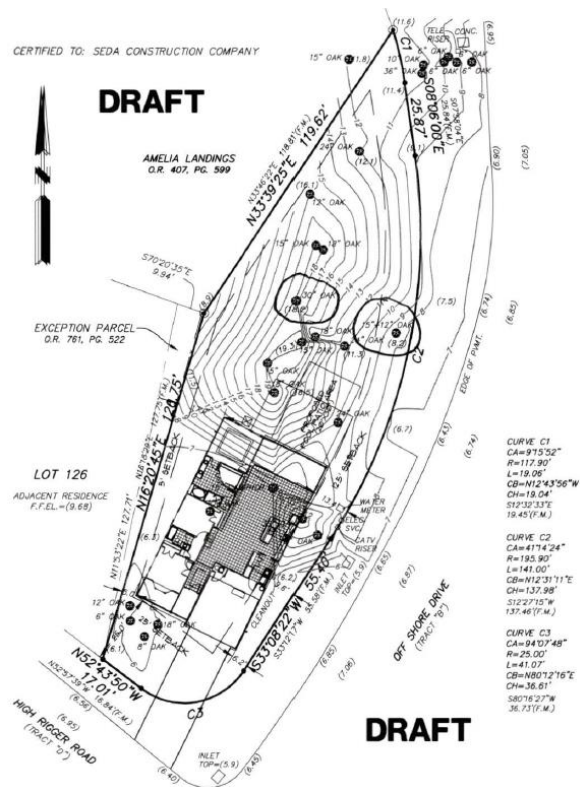
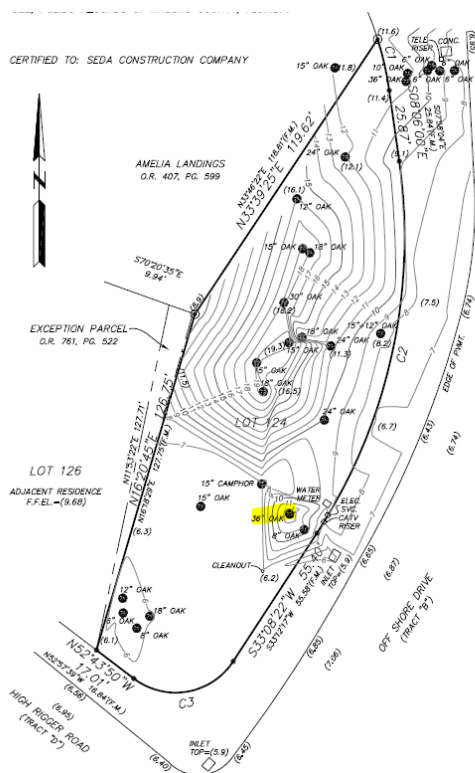
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the PUD and subsequent amendments emphasized the general intent to work with the natural topography and preserving trees.

After visiting the site and reviewing the survey, it appears that the southern portion of the lot was cleared for construction, as an abandon older electric service and water meter box remain on the site today.

The site has a number of trees in varing condition and health. The largest live oak tree³ on the site sits atop an area of the lot that is 5' above higher than the previously cleared building pad. The northern half rises 12 to 13 feet above the road elevation and poses design challenges for anyone building on the parcel. Give the proximity to the CUPZ and the intent outlined in the PUD, staff is working with the applicant on preserving what remains of the natural topography.

The applicant is seeking to reduce the corner side yard setback from 12.5' to 6.2' as shown on the site plan.



The site plan provided by the applicant does not indicate if retaining walls will be constructed or exactly the amount of grading that needs to take place for the proposed plan. The two trees that were circled on the site plan, along with the trees to the north are proposed to be retained.

³ Pictures



II. CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The following Comprehensive Plan statements are applicable in this case:

- Policy 1.02.07 – The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.
- Policy 1.02.10 – The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.
- Policy 5.02.09 - The City shall guide and direct the location, construction, and maintenance of development adjacent to the Atlantic shoreline, and shall maintain standards to address the following issues:
 - a. Avoid adverse impacts on the contours and topography 1,000 feet landward of the CCCL;
 - b. Avoid adverse impacts on the contours and topography for properties eastward of the CCCL;
 - c. Preserve existing vegetation;
 - d. Set maximum impervious surface ratios;
 - e. Allowance or removal of shore-hardening structures;
 - f. Setbacks for shoreline protection;
 - g. Construction standards in hurricane vulnerability zones;

III. CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

Variance procedures and criteria are set forth in sections 10.02.01 through 10.02.04.

- Section 10.02.01(B) states that the BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, the CRA Overlay, or as limited by 10.02.01(D), where the requirements of Section 10.02.00 are met.
- Section 10.02.01(C) states that the City Commission may take action to authorize a variance request from LDC section 4.02.02 for properties which are contained within the Comprehensive Plan defined “Job Opportunity Areas,” but only for properties located on the west side of North or South Fletcher Avenues. The City Commission shall hear such variance requests in accordance with the provisions for variances as set forth in Chapter 10.
- Section 10.02.02(B) states that the applicant for a variance has the burden of proof of demonstrating that the variance application complies with each of the requirements of Section 10.02.02(A).
- Section 10.02.04 sets forth the application requirements. This application includes information necessary for the BOA to make the required findings.
- Section 10.02.01(C) sets forth the limitations on the grant of a variance:
 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City’s Comprehensive Plan.



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3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
4. A variance shall not change the requirements for concurrency.
5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
6. A variance shall not be granted if the evidence submitted by an applicant is a demonstration of financial hardship or economic considerations.
7. A variance shall not be granted for procedure or process components of this Land Development Code.
8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue.
9. A variance shall not be granted which authorizes the filling of wetlands prohibited by LDC Section 3.03.03(A) and Comprehensive Plan Policy 5.08.04.
10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean high water line of the Atlantic Ocean under LDC section 4.02.03(D), table 4.02.03(E), specifically note 1

Staff's review of this application finds it is not subject to any of these limitations and can therefore be considered by the Board.

In order for an application for a variance to be approved or approved with conditions, the BOA shall make a positive finding with regard to each of the following provisions:

**Consistent
with
Criteria?**

All questions must be answered in the affirmative in order for staff to recommend approval of a variance. Negative answers must be addressed in the findings.

☒ Yes ☐ No	1. <u>Special Conditions:</u> <i>Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.</i> Yes. Special conditions <u>do</u> exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. This platted lot is an irregular shape unique to this subdivision.
☐ Yes ☒ No	2. <u>Special Privilege:</u> <i>Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.</i> No. Granting the variance <u>does confer</u> upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district. Lot 141 in at the corner of High Rigger Court and High Rigger Drive is also subject to this minimum setback



	requirement. However, these are the only to corner lots in this specific section of the Residence of Amelia Landing. A house exists on lot 141 today, however new construction or expansion of that structure is subject to the same minimum setback requirement.
☐ Yes ☒ No	3. <u>Literal Interpretation</u>: <i>Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.</i> No. Literal interpretation of the Land Development Code <u>would not</u> deprive the applicant of rights enjoyed by other properties. A single can be constructed on the site, although it may require a custom design to accommodate the irregular shape and natural features that add character to the lot.
☒ Yes ☐ No	4. <u>Minimum Variance</u>: <i>The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.</i> Yes. The variance requested <u>is</u> the minimum variance needed to make possible the construction of the proposed single-family home. However, it does not preserve the largest live oak on the property
☐ Yes ☒ No	5. <u>General Harmony</u>: <i>Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.</i> No. Granting the variance <u>will not</u> be in harmony with the general intent and purpose of Land Development Code and Comprehensive Plan. Although just outside of the CUPZ, the intent and subsequent amendments always emphasized working with the natural topography and existing healthy trees. This plan does not demonstrate any attempt at working with the largest site. There are still own knows as how the lot will be graded of if retaining walls will be built to help preserve topography.
☒ Yes ☐ No	6. <u>Public Interest</u>: <i>Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.</i> No. Granting of a variance <u>is not</u> compatible with the surrounding properties, it will cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment. Although, mostly built out, it is obvious throughout the neighborhood that significant trees were worked around and preserved. It is worth noting that there are other healthy live oaks that will be saved if the proposed plan is allowed.



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V. ANALYSIS:

The variance requested is consistent/inconsistent with the criteria for granting a variance as follows:

	Consistent	Inconsistent
1. Special Conditions	X	
2. Special Privilege		X
3. Literal Interpretations		X
4. Minimum Variance	X	
5. General Harmony		X
6. Public Interest		X

The applicant appears to meet criteria 1 and 4 but does not meet criteria 2, 3, 5 and 6 for granting a variance, therefore staff has to recommend denial.

VI. MOTION TO CONSIDER:

I move to approve or deny BOA case number 2018-18; AND I move that the BOA make the following findings of fact and conclusions of law part of the record: That BOA case 2018-18, item, as presented, is or is not substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time.

A handwritten signature in blue ink, appearing to read "J. Platt", is written over a horizontal line.

Jacob M. Platt, Planner II
Community Development Department

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

PARCEL A

A portion of Government Lot, 2 Section 20, Township 3 North, Range 29 East, Fernandina Beach, Nassau County, Florida, sold portion being more particularly described as follows: COMMENCE at the Southwest corner of said Section of 20, Township 3 North, Range 29 East; thence South 89°16'53" East, along the said Southwest line of said Section 20, 170.00 feet, to the intersection of the same with the Westerly Right-of-Way line of First Avenue Extension, a 60.00 foot right-of-way now established; thence along said Westery right-of-way line of said First Avenue Extension run the following four courses and distances, COURSE NO. 1: thence South 10°00'00" West, 50.00 feet, to the point of tangency of said curve; thence Northerly, COURSE NO. 2: thence Northerly along and around the arc of a curve concave Westerly having a radius of 1576.86 feet an arc distance of 195.9 feet, said arc being subtended by a chord bearing and distance of North 33°08'22" East, 120.07 feet, to the point of curvature of a curve leading Southeasterly, by continuing Northerly, COURSE NO. 3: continue Northerly along and around the arc of a curve concave Easterly, having a radius of 1636.86 feet, an arc distance of 203.55 feet, said arc being subtended by a chord bearing and distance of North 33°08'22" East, 120.07 feet, to the point of tangency of said curve; thence Northerly, COURSE NO. 4: thence North 11°27'00" East, 51.76 feet, to the point of cusp; thence along and around the arc of a curve concave Northwesterly, having a radius of 25.00 feet, an arc distance of 38.54 feet, said arc being subtended by a chord bearing and distance of South 55°36'58" West, 34.63 feet, to the point of tangency of said curve; thence North 01°34'04" West, 158.22 feet to the point of curvature of a curve leading Southeasterly, thence Southeasterly along and around the arc of a curve concave Southeasterly, having a radius of 30.00 feet, an arc distance of 214.00 feet, said arc being subtended by a chord bearing and distance of South 81°02'00" West, 140.33 feet to the point of tangency of said curve; thence South 62°27'00" West, 37.81 feet to the point of curvature of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northerly, having a radius of 265.59 feet, an arc distance of 120.07 feet, to the point of tangency of said chord bearing and distance of South 80°57'58" West, 170.59 feet to the point of tangency of said curve; thence North 80°31'04" West, 158.22 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Northwesterly, having a radius of 30.00 feet, an arc distance of 39.74 feet, said arc being subtended by a chord bearing and distance of North 34°59'00" West, 35.68 feet to the point of tangency of said curve; thence North 03°05'58" East, 96.08 feet to the POINT OF BEGINNING; thence continue North 03°05'58" East, 96.08 feet to the point of tangency of a curve leading Northwesterly; thence along and around the arc of a curve concave Easterly, having a radius of 221.27 feet, an arc distance of 87.43 feet, said arc being subtended by a chord bearing and distance of North 33°08'22" East, 120.07 feet, to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Southeasterly, having a radius of 253.90 feet, an arc distance of 184.19 feet, said arc being subtended by a chord bearing and distance of North 33°08'22" East, 180.24 feet to the point of tangency of said curve; thence North 08°06'00" West, 25.87 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Northwesterly, having a radius of 27.99 feet, an arc distance of 115.99 feet, said arc being subtended by a chord bearing and distance of North 34°59'00" West, 113.95 feet to the point of tangency of said curve; thence North 45°27'22" West, 21.27 feet; thence North 54°52'24" East, 97.77 feet; thence North 39°49'00" West, 113.95 feet; thence North 11°27'00" East, 51.76 feet; thence South 79°20'56" East, 318.39 feet; thence South 78°19'29" East, 20.77 feet; thence South 10°20'53" West, 308.22 feet; thence South 41°08'56" West, 275.23 feet; thence South 78°19'29" West, 89.55 feet; thence South 37°18'28" East, 145.08 feet; thence South 29°05'12" West, 85.05 feet; thence South 75°25'40" West, 122.57 feet; thence South 85°32'15" West, 108.73 feet; thence South 82°05'57" West, 103.00 feet; thence North 79°30'47" West, 174.83 feet to the POINT OF BEGINNING.

Containing 9.63 Acres, more or less, in area

PARCEL B

A portion of Government Lot 2, Section 20, Township 3 North, Range 29 East, Fernandina Beach, Nassau County, Florida, TOGETHER WITH a portion of Government Lot 6, Section 28, Township 3 North, Range 28 East, Nassau County, Florida, are more particularly described as follows: COMMENCE at the Southwest corner of said Section 20, Township 3 North, Range 29 East; thence South 89°16'53" East, along the said South line of said Section 20, a distance of 892.93 feet, to an intersection with the Westerly RW of the right-of-way of Highway S.W. 500 Feet Right-of-Way, as now established; thence following the Westerly right-of-way line of said highway, bearing thereon the following three courses and distances, COURSE No. 1: North 11°27'00" East, 5.70 feet, to the point of curvature of a curve leading Northerly, COURSE No. 2: North 70°03'00" West, 15.45 feet, to the point of tangency of said curve, thence having a radius of 1576.86 feet an arc distance of 10.05 feet, said arc being subtended by a chord bearing and distance of North 07°53'00" East 195.80 feet to the point of reverse curvature of a curve continuing Northerly, COURSE No. 3: North 78°12'56" West, 105.78 feet, to the point of curvature of a curve concave Easterly, having a radius of 1636.86 feet, an arc distance of 146.16 feet, said arc being subtended by a chord bearing and distance of North 06°52'58" East, 146.11 feet to the point of curvature of a curve concave Southerly, having a radius of 1576.86 feet, an arc distance of 10.05 feet, thence having a radius of 25.00 feet, an arc distance of 0.35 feet, said arc being subtended by a chord bearing and distance of North 35°23'38" East 35.24 feet to the point of tangency of said curve; thence North 80°13'04" West, 25.77 feet, to the point of curvature of a curve concave Southerly, thence Southwesterly along and around the arc of a curve concave Southerly, having a radius of 268.68 feet, an arc distance of 17.50 feet, said arc being subtended by a chord bearing and distance of South 81°06'38" West, 17.51 feet, thence North 33°08'12" East, 120.07 feet, to the point of curvature of a curve leading Northerly, thence Westerly along and around the arc of a curve concave Northerly, having a radius of 212.38 feet, said arc being subtended by a chord bearing and distance of South 80°31'04" West, 21.77 feet, to the point of tangency of said curve; thence North 80°31'04" West, 21.77 feet; thence North 09°28'56" East, 60.00 feet; thence South 80°31'04" East, 3.53 feet to the point of tangency of a curve leading Northerly, thence Northerly along and around the arc of a curve concave Northerly, having a radius of 38.80 feet, said arc being subtended by a chord bearing and distance of North 55°01'00" East, 35.02 feet to the point of tangency of said curve; thence North 10°10'05" West, 120.07 feet, to the POINT OF BEGINNING; thence continue North 10°10'05" West, 120.07 feet, to the point of curvature of a curve leading Northeasterly, thence North easterly along and around the arc of a curve concave Northeasterly, having a radius of 281.76 feet, an arc distance of North 21°50'43" East, 111.08 feet, said arc being subtended by a chord bearing and distance of North 33°08'12" East, 120.07 feet, to the point of curvature of a curve leading Northerly, thence along and around the arc of a curve concave Northerly, having a radius of 191.99 feet, an arc distance of 141.00 feet, said arc being subtended by a chord bearing and distance of North 12°31'11" East, 137.98 feet to the point of tangency of said curve; thence North 08°06'00" West, 25.87 feet to the point of curvature of a curve leading Northerly, thence Northerly along and around the arc of a curve concave Northerly, having a radius of 117.90 feet, an arc distance of 14.00 feet, said arc being subtended by a chord bearing and distance of North 12°43'56" West, 19.04 feet, to an intersection with the Southerly boundary line of Amelia Island, Florida, as recorded in Official Records Book 359, Page 157 through 225, included in the Public Records of said Nassau County, thence along said line running the following six courses and distances, COURSE No. 1: South 33°39'25" West, 114.00 feet, to the point of curvature of a curve concave Northerly, COURSE No. 2: North 11°17'25" West, 55.10 feet, COURSE No. 3: North 11°17'25" West, 55.10 feet, COURSE No. 4: North 78°12'56" West, 205.35 feet, COURSE No. 5: North 05°03'00" West, 15.45 feet, COURSE No. 6: North 11°17'25" East, 204.68 feet, to an intersection with the Southerly boundary line of Amelia Island, Florida, as recorded in Official Records Book 359, Page 157 through 225, included in the Public Records of said Nassau County, thence along said line running the following three courses and distances, COURSE No. 1: South 76°13'28" West, 76.68 feet, to the point of curvature of a curve concave Northerly, COURSE No. 2: North 78°12'56" West, 105.78 feet; thence South 01°56'15" East, 124.35 feet; thence South 07°03'04" West, 200.15 feet; thence South 04°49'25" West, 144.22 feet; thence South 82°22'01" East, 169.47 feet; thence North 82°22'01" East, 144.22 feet, to the point of tangency of said curve; thence North 87°42'13" East, 135.57 feet; thence South 81°22'21" East, 141.97 feet to the POINT OF BEGINNING.

Containing 576 Acres, More or Less, in Area

APPROVED FOR RECORD

This is to certify that this plat has been approved by the city of Fernandina Beach, Nassau County, Florida. Witness by signature this 21st day of June A.D., 1989.

BY: Ferris B. Jones
City Manager

APPROVED FOR RECORD

This plat has been examined and is hereby accepted and approved by the City Commission of Fernandina Beach, Nassau County, Florida, Pursuant to a resolution of said Commission adopted this 6th day of June A.D., 1989.

BY: Will Shuler
Mayor

ATTEST: Yicki P. Wingate
City Clerk

CLERK'S CERTIFICATE:

I hereby certify that this plat has been examined and that it complies in form with Chapter 71-339, Laws of Florida of 1971, Florida Statute 177.06, and is filed for record and recorded in Plat Book 5, Page 25453 of the Public Records of Nassau County, Florida, this 29th day of June, A.D., 1989.

Clerk of the Circuit Court

A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 3 NORTH,
RANGE 29 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA
TOGETHER WITH A PORTION OF GOVERNMENT LOT 6, SECTION 29,
TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

~~MAP~~ BOOK 5 PAGE 25

SHEET 1 OF 3 SHEETS
SEE SHEET 2 OF 3 FOR GENERAL NOTES

ADOPTION AND DEDICATION

This is to certify that Amelia Landings Company, a Corporation under the laws of the State of Florida is the lawful owner of the lands described in the Caption hereon and that it has caused the same to be surveyed and subdivided, that First Union National Bank of Georgia and First Union National Bank of Florida are the holders of record of mortgages on said lands, and that this plat, known as the Amelia Landings Company Unit Three, made in accordance with said survey is hereby adopted as the true unit Three, made in accordance with said survey. No part of said lands is dedicated to the county of Nassau, State of Florida, nor to the public. All the property designated on this plat, its streets, rights-of-way, tracts, parcels and easements, is and shall remain privately owned and controlled by Amelia Landings Company, its successors and assigns. Amelia Landings Company, its successors and future owners of the lots shown on this plat and their guests, invitees, and domestic help, and to delivery, pick-up, fire protection services, police and other authorities of the law, United States mail carriers, representatives of the utilities, and other persons authorized by Amelia Landings Company, its successors and assigns to serve the land shown on this plat, and to the use of the lands, and such other persons as Amelia Landings Company, or its successors and assigns, may from time to time, designate the non-exclusive and perpetual right of ingress and egress over and across all rights-of-way and easements. Amelia Landings Company, its successors and assigns, shall retain and retain the unrestricted and absolute right to any and all persons who, in the opinion of Amelia Landings Company, may create or participate in a disturbance or a nuisance on any part of the land shown on this plat.

Amelia Landings Company, or its successors or assigns, hereby reserves and shall have the sole and absolute right at any time, with the consent of the governing body of any municipality or other governmental body politic then having jurisdiction over the lands involved, to dedicate to the public all or any part of the lands on this plat designated as rights-of-way and easements.

IN WITNESS whereof the above named corporations have caused these presents to be executed by the appropriate officers by and with the full authority of said corporation.

AMELIA LANDINGS COMPANY

Witness: Paul Onorato R. Onorato
Witness: Robert C. Onorato Robert C. Onorato
President

FIRST UNION NATIONAL BANK OF GEORGIA

Witness: Richard V. Amato Donald A. Brown Jr.
Vice President

FIRST UNION NATIONAL BANK OF FLORIDA

Witness: Robert D. [Signature]
Joseph D. [Signature]
 Vice President

NOTARY FOR AMELIA LANDINGS COMPANY

STATE OF FLORIDA)
COUNTY OF DUVAL)
SS)

The foregoing instrument was acknowledged before me this 30th day of May, A.D., 1989 by Amelia Landings Company, President of Amelia Landings Company, a Corporation, on behalf of the Corporation.

Notary Public State of Florida at Large
My Commission Expires 1-24-93

NOTARY FOR FIRST UNION NATIONAL BANK OF GEORGIA

STATE OF GEORGIA)
COUNTY OF CHATHAM) ss

The foregoing instrument was acknowledged before me this 30th day of May, A.D., 1989 by Oscar C. Bruni, Jr., Vice President of First Union National Bank of Georgia, a United States of America Corporation, on behalf of the Corporation.

Christina A. Adams
Notary Public State of Georgia at Large

Notary Public, Chatham County, Georgia
My Commission Expires Mar 28, 1993

My Commission Expires

NOTARY FOR FIRST UNION NATIONAL BANK OF FLORIDA

STATE OF FLORIDA)
COUNTY OF DUVAL)
SS)

The foregoing instrument was acknowledged before me this 26 day of May, A.D., 1989 by J.D. Munn, Vice President of First Union National Bank of Florida, a United States of America Corporation, on behalf of the Corporation.

Mary Jane Wade 12-21-90
Notary Public State of Florida at Large My Commission Expires

REVIEWS

OFFICE: J.B. 41
FIELD : TPH

CHECKED BY

DRAFT: P.C.
CLOSURES/DATA: P.C.
COVER SHEET: W.R.S.
PRMS/DATE: 6/11/87

Signed this 1 day of JUNE A.D., 1989

Gregory B. Clary
Florida Registered Surveyor No. 3
State of Florida

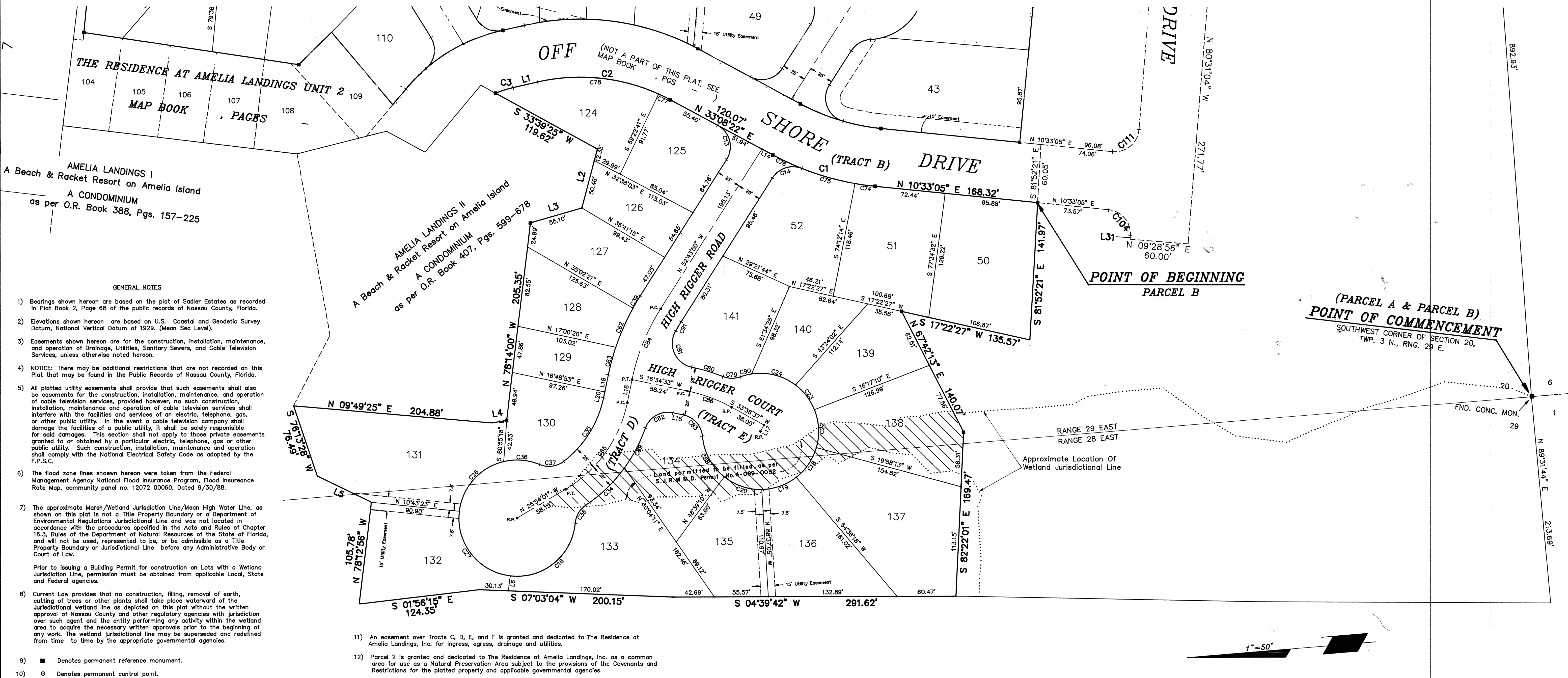
Clary & Associates, Inc.
Professional Land Surveyors
3830 Crown Point Rd., Suite A
Jacksonville, Florida 32217
(904) 280-2703

THE RESIDENCE AT AMELIA LANDINGS UNIT 3

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

MAP BOOK 5 PAGE 252
SHEET 2 OF 3 SHEETS

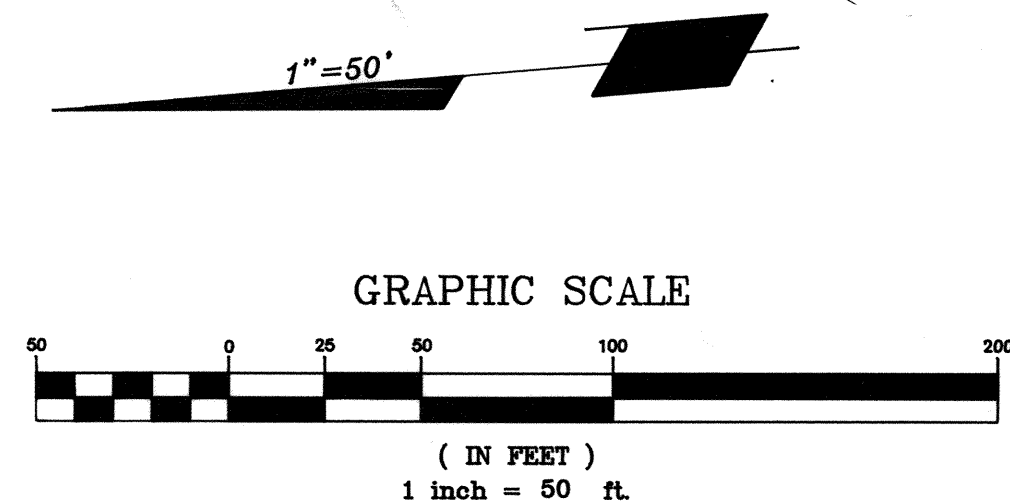
A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 3 NORTH,
RANGE 29 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA
TOGETHER WITH A PORTION OF GOVERNMENT LOT 6, SECTION 29,
TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.



*****	LINE	TABLE	*****
LINE	DIRECTION	DISTANCE	
L1	N 08°06'00" W	25.87'	
L2	N 70°20'55" W	62.51'	
L3	N 111°72'55" W	55.10'	
L4	N 05°03'00" W	15.45'	
L5	S 30°47'43" W	61.79'	
L6	S 77°28'15" E	15.64'	
L7	N 05°53'08" E	38.79'	
L14	N 33°08'22" E	12.73'	
L15	S 16°34'33" W	10.87'	
L16	S 73°25'27" E	24.31'	
L17	N 55°01'32" W	7.47'	
L18	S 41°52'43" E	39.52'	
L19	S 73°25'27" E	18.20'	
L20	S 73°25'27" E	6.11'	
L31	S 80°31'04" E	3.53'	

*****	CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA	*****
	C1	281.76'	111.08'	56.27'	110.36'	N 21°50'43" E	22°35'17"	
	C2	195.90'	141.00'	73.71'	137.98'	N 12°31'11" E	41°14'21"	
	C3	117.90'	19.06'	9.55'	19.04'	N 12°43'56" W	08°15'52"	
	C13	25.00'	41.07'	26.87'	36.61'	N 80°12'16" E	94°07'49"	
	C14	25.00'	34.55'	20.67'	31.86'	N 13°08'28" W	79°10'43"	
	C16	60.00'	96.11'	61.89'	86.16'	S 34°14'27" E	91°46'41"	
	C18	60.00'	37.64'	19.46'	37.03'	S 50°55'31" E	35°56'48"	
	C19	60.00'	38.39'	19.88'	37.74'	S 14°37'22" E	36°39'30"	
	C20	60.00'	41.53'	21.63'	40.70'	S 23°32'01" E	39°39'15"	
	C22	60.00'	39.95'	20.75'	39.21'	S 87°58'20" E	38°08'50"	
	C23	60.00'	32.43'	16.62'	32.04'	S 57°28'07" E	30°58'17"	
	C24	60.00'	48.02'	25.38'	46.75'	N 19°03'14" E	45°51'28"	
	C26	60.00'	73.22'	41.95'	68.76'	N 43°24'08" W	69°53'07"	
	C27	60.00'	94.24'	59.99'	84.85'	S 56°38'36" W	89°59'25"	
	C34	161.28'	55.98'	28.27'	55.70'	S 39°10'15" E	19°53'08"	
	C35	111.28'	79.19'	41.35'	77.53'	S 53°02'20" E	40°46'14"	
	C36	60.00'	37.71'	19.50'	37.09'	N 08°33'44" E	38°00'36"	
	C37	25.00'	28.28'	14.50'	25.08'	S 02°30'36" E	60°13'19"	
	C38	25.00'	22.21'	11.90'	21.49'	N 54°40'44" W	50°54'06"	
	C39	244.09'	14.68'	7.34'	14.68'	N 54°27'13" W	03°28'47"	
	C62	244.09'	44.28'	22.20'	44.22'	N 61°22'26" W	10°23'37"	

*****	CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA	*****
	C63	244.09'	29.20'	14.62'	29.18'	N 69°59'51" W	06°51'13"	
	C74	281.76'	20.95'	10.48'	20.94'	S 12°40'51" W	04°15'33"	
	C75	281.76'	57.23'	28.71'	57.13'	S 20°37'48" W	11°38'15"	
	C76	281.76'	32.90'	16.47'	32.89'	S 29°47'38" W	06°41'28"	
	C77	195.90'	13.41'	6.71'	13.41'	N 31°10'43" E	03°55'17"	
	C78	195.90'	127.60'	66.15'	125.35'	N 10°33'33" E	37°19'04"	
	C79	25.00'	18.28'	9.57'	17.87'	S 05°40'00" W	41°53'35"	
	C80	189.45'	33.79'	16.94'	33.74'	N 21°30'13" E	101°3'07"	
	C81	25.00'	46.85'	34.02'	40.29'	S 70°05'05" W	107°22'51"	
	C82	25.00'	35.81'	21.76'	32.83'	N 24°27'42" W	82°04'29"	
	C83	25.00'	31.95'	18.58'	28.82'	N 53°11'33" E	73°19'04"	
	C84	219.09'	79.13'	40.00'	78.70'	N 63°04'38" W	20°41'38"	
	C85	136.28'	113.04'	60.00'	108.63'	S 49°39'44" E	47°51'28"	
	C86	164.45'	48.99'	24.68'	48.81'	N 25°06'35" E	17°04'05"	
	C88	60.00'	48.64'	25.75'	47.32'	S 66°35'06" W	46°26'54"	
	C89	161.28'	46.12'	23.22'	45.97'	S 57°18'23" E	16°23'06"	
	C90	60.00'	11.94'	5.99'	11.92'	N 09°34'39" W	11°24'17"	
	C91	194.09'	11.84'	5.92'	11.83'	N 54°28'39" W	03°29'39"	
	C104	25.00'	38.80'	24.54'	35.02'	N 55°01'00" E	88°55'51"	
	C111	25.00'	39.74'	25.47'	35.68'	N 34°59'00" W	91°04'09"	



Clary & Associates, Inc.
Professional Land Surveyors
3850 Crown Point Rd., Suite A
Jacksonville, Florida 32217
(904) 260-2703

THE RESIDENCE AT
AMELIA LANDINGS UNIT 3
CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA

A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 3 NORTH,
RANGE 29 EAST, FERNANDINA BEACH, NASSAU COUNTY, FLORIDA
TOGETHER WITH A PORTION OF GOVERNMENT LOT 6, SECTION 29,
TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

LINE	DIRECTION	DISTANCE
L8	N 08°06'00" W	25.87'
L9	N 45°27'22" E	21.27'
L10	S 60°50'02" E	20.77'
L11	N 39°53'49" E	47.56'
L12	N 33°08'22" E	10.47'
L30	N 11°27'00" E	51.76'

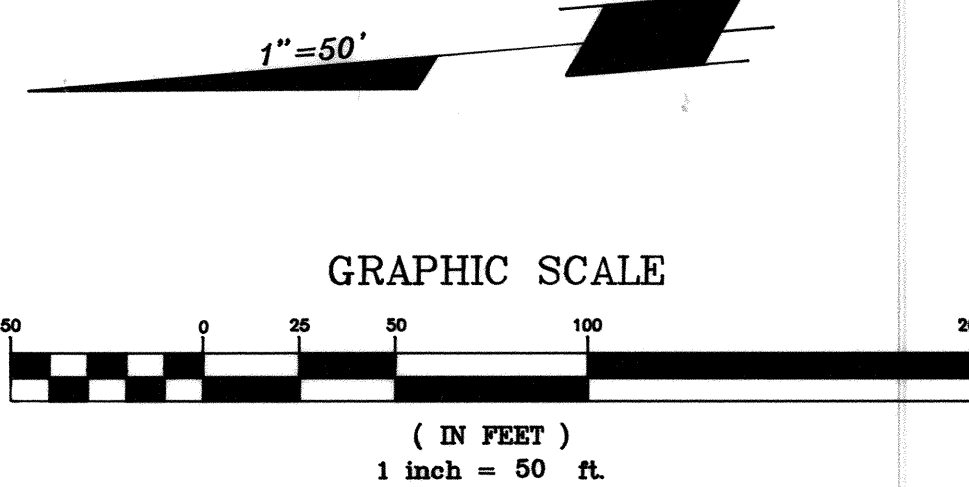
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C4	221.76'	87.43'	44.29'	86.86'	N 21°50'43" E	22°35'17"
C5	255.90'	184.19'	96.29'	180.24'	N 12°31'11" E	41°14'21"
C6	177.90'	115.89'	60.14'	113.95'	N 28°46'41" W	37°21'22"
C7	60.00'	26.84'	13.70'	26.71'	S 86°28'26" W	25°43'24"
C8	60.00'	49.79'	26.43'	48.38'	N 56°53'22" W	47°33'00"
C9	60.00'	41.75'	21.76'	40.91'	N 13°10'48" W	39°52'09"
C10	60.00'	37.75'	19.52'	37.13'	N 24°46'38" E	36°02'42"
C11	60.00'	90.24'	56.12'	81.97'	S 53°56'09" E	86°10'16"
C12	60.00'	42.08'	21.94'	41.22'	N 62°53'21" E	40°10'45"
C28	25.00'	31.14'	17.95'	29.17'	S 27°35'02" W	71°22'04"
C29	25.00'	37.33'	23.13'	33.96'	S 09°38'25" E	85°33'33"
C30	25.00'	46.62'	33.69'	40.15'	S 74°09'23" W	106°50'52"
C31	60.00'	12.98'	6.92'	12.96'	S 04°39'04" E	122°33'55"
C32	25.00'	23.55'	12.73'	22.69'	S 79°24'14" E	53°58'05"
C33	25.00'	23.55'	12.73'	22.69'	N 25°26'09" W	53°58'05"
C47	60.00'	62.17'	34.20'	58.42'	S 01°50'28" W	98°21'52"
C48	60.00'	27.46'	13.88'	27.25'	S 40°57'12" W	26°13'29"
C49	60.00'	20.65'	10.43'	20.55'	S 63°55'30" W	19°43'08"
C50	60.00'	37.04'	19.13'	36.46'	N 88°31'48" W	35°22'16"
C51	60.00'	20.20'	10.20'	20.11'	N 61°11'56" W	19°17'28"
C54	60.00'	37.61'	19.44'	36.99'	N 24°58'11" E	35°54'36"
C55	105.62'	32.98'	16.62'	32.84'	N 31°23'20" E	17°53'19"
C56	25.00'	35.26'	21.28'	32.41'	S 76°19'37" E	80°48'38"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C57	105.62'	42.28'	21.43'	42.00'	N 51°48'02" E	22°58'05"
C58	56.62'	39.63'	20.70'	38.79'	N 42°51'22" E	40°49'23"
C59	60.00'	35.07'	18.05'	34.57'	N 59°40'08" E	33°29'16"
C60	25.00'	23.55'	12.73'	22.69'	N 04°32'22" W	53°58'05"
C61	25.00'	23.55'	12.73'	22.69'	S 49°25'44" W	53°58'05"
C64	221.76'	39.71'	19.91'	38.65'	S 15°40'50" W	10°15'31"
C65	221.76'	47.72'	23.95'	47.63'	S 28°58'29" W	12°19'46"
C66	255.90'	4.28'	2.12'	4.25'	N 32°38'48" E	00°37'05"
C67	255.90'	66.13'	33.25'	65.94'	N 24°47'07" E	14°48'20"
C68	255.90'	48.93'	25.04'	48.85'	N 11°47'34" E	11°10'46"
C69	255.90'	48.20'	24.17'	48.13'	N 00°48'24" E	10°47'33"
C70	255.90'	15.68'	7.84'	15.68'	N 06°20'41" W	03°30'37"
C71	177.90'	40.23'	20.20'	40.14'	N 14°34'40" W	12°57'22"
C72	177.90'	46.18'	23.21'	46.03'	N 28°28'20" W	14°51'57"
C73	177.90'	29.60'	14.84'	29.57'	N 40°41'20" W	09°32'04"
C87	80.62'	57.44'	30.00'	56.23'	N 42°51'22" E	40°49'23"
C84	60.00'	36.18'	18.66'	35.64'	N 10°15'41" W	34°33'07"
C85	60.00'	12.76'	6.47'	12.76'	N 39°32'44" W	24°05'07"
C101	25.00'	39.13'	24.86'	35.25'	N 35°23'38" W	89°40'11"
C102	268.68'	175.01'	90.74'	171.93'	S 81°06'38" W	37°19'16"
C103	328.59'	212.38'	110.03'	208.70'	N 80°57'58" E	37°01'55"
C112	268.59'	173.60'	89.95'	170.59'	S 80°57'58" W	37°01'55"
C113	328.68'	214.09'	111.00'	210.33'	S 81°06'38" W	37°19'16"
C114	25.00'	38.54'	24.28'	34.83'	S 55°36'39" W	88°19'17"
C115	1636.86'	57.40'	28.70'	57.39'	S 10°28'44" W	02°00'32"

(OVERALL CURVE FROM C.M. TO C.M.)
CH.B. = N 07°53'15" E
CH.D. = 203.42'
Δ = 07°07'30"
R = 1636.86'
T = 101.91'
L = 203.55'

CH.B. = N 06°52'59" E
CH.D. = 146.11'
Δ = 05°08'58"
R = 1636.86'
T = 73.13'
L = 146.16'

CH.B. = N 07°53'00" E
CH.D. = 195.80'
Δ = 07°07'09"
R = 1576.86'
T = 98.09'
L = 195.93'



Lot 43 less and except the South 87.00 feet thereof and Lots 124 through 141 inclusive of "The Residence At Amalia Landings Unit 3", a subdivision as recorded in Plat Book 5, Pages 251 through 253 inclusive of the current Public Records of Nassau County, Florida.

This is to certify that this plat has been approved by the City Commission of Fernandina Beach, Florida and submitted to me for recording and is recorded in Plat Book _____ of the Public Records of Nassau County, Florida.

APPROVED FOR RECORD

This is to certify that this plat has been approved by the city manager of the city of Fernandina Beach, Nassau County, Florida. Witness my signature this 20th day of

APPROVED FOR RECORD

This plot has been examined and is hereby approved by the City Commission of Fernandina Beach, Nassau County, Florida, pursuant to a resolution of said Commission adopted this

This is to certify that I have reviewed the above plot this _____ day of _____
A.D., 1930, and these lots are approved to be placed on approved public water
and approved public sewage systems.

County Health Officer

This is to certify that the above plot is a true and correct representation of the land surveyed, plotted and described in the caption, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute 177, that the survey and legal description are accurate and the Permanent Reference Monuments have been placed and the Permanent Control Points will be steeled according to the laws of the State of Florida and Nassau County.

Signed this 14th day of Feb. A.D., 1993.

W. Wayne Dwyer
W. WAYNE DWYER, Surveyor

Know all men by these presents that COMMUNITY FIRST BANK
is the lawful owner and holder of that certain mortgage dated the
and recorded in Official Records Book 645, Page(s) 182 of

Signed and sealed in the presence of:

Therinda A. Wiley Andrew J. Arnold
Witness 16-00129-01-103 THE ANDREW J. ARNOLD

State of FLORIDA
County of DUVAL

daily authorized to administer oaths and take acknowledgements, FRANKLIN SA
ARNOLD, SENIOR DA, to me well known and known to be the persons
described in and who executed the foregoing Adoption and Dedication and who
acknowledge before me that they executed the same freely and voluntarily for the
use and purposes therein expressed.

In the County of DUVAL and the State of FLORIDA,
this 20th day of OCTOBER, A.D. 1993.

Commission Number: CC 224175

MORTGAGEE'S SUBORDINATION *Ellis*

is the specific dedication of said land, containing page(s) of and recorded in Official Records Book , Page(s) of the Public Records of Nassau County, Florida, does hereby consent to this gift and joins in the dedication herein.

Witness _____ Title _____
 Witness _____ Title _____

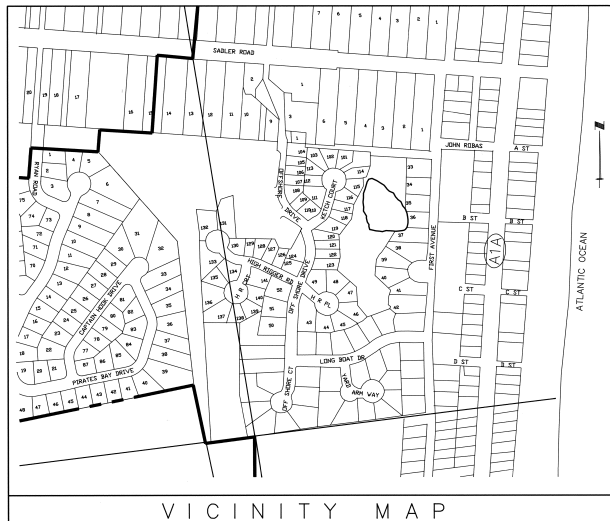
County of: NASSAU
This is to certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, S. Taylor Edue

Witness my signature and official seal at the City of Fernandina Beach
in the County of Wakulla and the State of Florida

Notary Public, State of Florida, at large.
Notary Name (Please Print) Carolyn R. Furse

My commission expires: 1/97

SITUATED IN FERNANDINA BEACH, NASSAU COUNTY, FLORIDA
BEING SITUATED IN A PORTION OF THE RESIDENCE AT AMELIA LANDS UNIT 3, AS RECORDED IN PLAT BOOK 5, PAGES 251 THROUGH 253
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA



VICINITY MAP

PLAT BOOK <u>5</u>	PAGE <u>382</u>
SHEET 1 OF 2	

This is to certify that the undersigned, Gus H. Bell, Sr. and Amelia Landinos
Gus H. Bell, Sr. is(are) the lawful owner(s) of the lands described in
the caption hereon, known as "THE RESIDENCE AT AMELIA LANDINOS, UNIT 3, REPLAT"
and has (have) caused the same to be surveyed and subdivided, and that this plat, made in
accordance with said survey, is hereby adopted as the true and correct plot of said land,
and that the easements shown hereon are hereby irrevocably dedicated for the use

Signed and sealed this _____ day of _____ A.D. 1993 in the presence of:
Est. M. Thompson [Signature]

[Handwritten signature]

 Director

Witness Michigan Georgia

This is to certify that on this day personally appeared before me on office
day authorized to administer oaths and take acknowledgments, Henry A. Hunt
Bern M. Bell to me well known and known to be the persons
described in and who executed the foregoing Adoption and Declaration and who

Witness my signature and official seal of the City of Louisville
in the County of Jackson and the State of Michigan
this 7th day of Sept., A.D., 1993.

Notary Name (Please Print) Duane A. Gupta

My commission expires: 4-23-96

This is to certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Albert AJ Pelzer Jr

Witness my signature and official seal of the City of Farmington Hills
in the County of Oakland and the State of Michigan

Notary Public, State of Michigan at large July 17, 2017
Notary Name (Please Print) Kimberly Gay Taylor

My commission expires: November 3, 1993

Know all men by these presents that First Union National Bank of GA is the lawful owner and holder of that certain mortgage dated the _____, Page(s) _____ of _____ and recorded in Official Records Book _____ of _____, and the Public Records of Nassau County, Florida, does hereby consent to this plat

	Vice President
	Vice President

State of GA
County of Chatham

described in and who executed the foregoing Adoption and Dedication and who acknowledge before me that they executed the same freely and voluntarily for the use and purposes therein expressed.

S. J. [Signature]

Notary Public, State of CA, at large: _____

Commission Number: _____

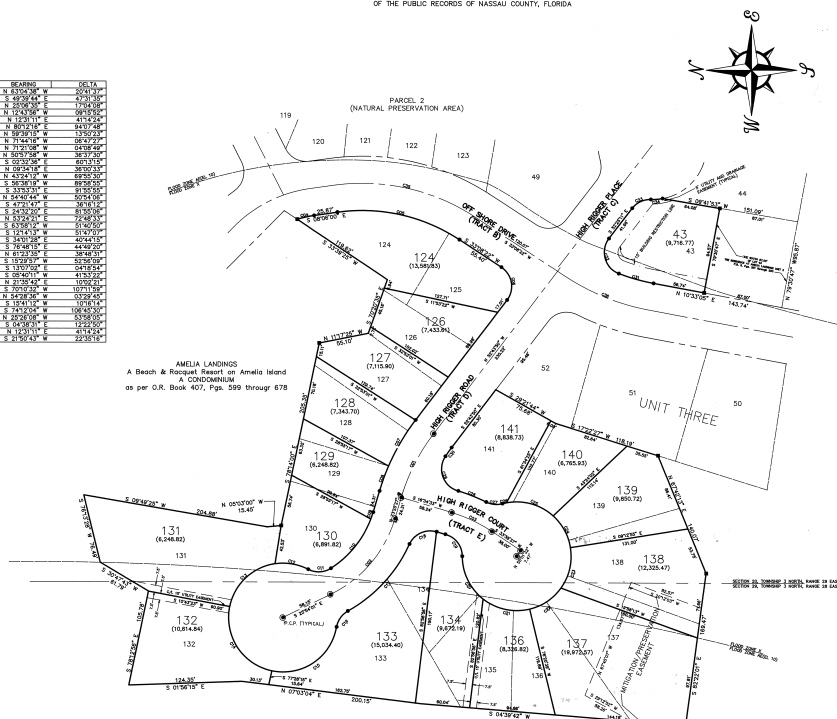
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CIVIL ENGINEERING - SURVEYING - LAND PLANNING
1000 SOLY 140 STREET, SUITE 3, FORTLAUDERDALE, FLORIDA 33304 OFFICE 904-381-6260 FAX 904-377-118

SITUATED IN FERNANDINA BEACH, NASSAU COUNTY, FLORIDA
BEING SITUATED IN A PORTION OF THE RESIDENCE AT AMELIA LANDS UNIT 3, AS RECORDED IN PLAT BOOK 5, PAGES 251 THROUGH 253
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

CURRY TABLE							
DATE	RANK	LEADER	SCORE	COND	SEASON	W	CLUB
001	124.38	113.04	25.00	108.38	1	1	1975
002	124.38	113.04	25.00	108.38	1	1	1975
003	117.80	118.00	25.00	112.80	1	1	1975
004	117.80	118.00	25.00	112.80	1	1	1975
005	117.80	118.00	25.00	112.80	1	1	1975
006	124.38	113.04	25.00	108.38	1	1	1975
007	124.38	113.04	25.00	108.38	1	1	1975
008	124.38	113.04	25.00	108.38	1	1	1975
009	111.40	113.04	25.00	113.04	1	1	1975
010	111.40	113.04	25.00	113.04	1	1	1975
011	111.40	113.04	25.00	113.04	1	1	1975
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032	111.40	113.04	25.00	113.04	1	1	1975
033	111.40	113.04	25.00	113.04	1	1	1975
034	111.40	113.04	25.00	113.04	1	1	1975
035	111.40	113.04	25.00	113.04	1	1	1975
036	111.40	113.04	25.00	113.04	1	1	1975
037	111.40	113.04	25.00	113.04	1	1	1975
038	111.40	113.04	25.00	113.04	1	1	1975
039	111.40	113.04	25.00	113.04	1	1	1975
040	111.40	113.04	25.00	113.04	1	1	1975
041	111.40	113.04	25.00	113.04	1	1	1975
042	111.40	113.04	25.00	113.04	1	1	1975
043	111.40	113.04	25.00	113.04	1	1	1975
044	111.40	113.04	25.00	113.04	1	1	1975
045	111.40	113.04	25.00	113.04	1	1	1975
046	111.40	113.04	25.00	113.04	1	1	1975</

AMELIA LANDINGS
A Beach & Racquet Resort on Amelia Island
A CONDOMINIUM
as per O.R. Book 407, Pgs. 599 through 678



PLAT BOOK <u>5</u>	PAGE <u>383</u>
SHEET 2	OF 2

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

SURVEYOR'S NOTES

- 1) ■ denotes concrete monument set
 - 2) □ denotes concrete monument found
 - 3) (41560) denotes Lot Square Forfeiture
 - 4) ■ denotes Iron pipe (with cap) set
- 5) **Bevel** shows fence as recorded with Bevel's boundary line of the RESIDENCE AT ANGELA LANGRISH UNIT 3, as Recorded in Plat Book 5, Pages 293 thru 293 inclusive, of the Current Public Records of the State of Tennessee, Nashville, Tennessee, established on March 08/29/92/93.
- 6) **Perforations** of fence boundaries are shown as dashed.
- 7) A portion of this parcel is in the Flood Hazard area and is located in ZONE AE as shown on Flood Insurance Rate Map 120170 D00684, dated September 30, 2005.
- 8) **Notation** There may be additional restrictions that are not recited on this plat that may be found in the Public Records and the County Records.
- 9) All lots except lot 43, are to have 25.0' Building Restriction Lines as measured from street right-of-way with the exception of corner lots, which will have 25.0' setback from street and 12.5' from street.



LOT 124, THE RESIDENCE AT AMELIA LANDINGS, UNIT 3 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 382 AND 383 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 761, PAGE 522, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AMELIA LANDINGS
O.R. 407, PG. 599

EXCEPTION PARCEL
O.R. 761, PG. 522

LOT 126

ADJACENT RESIDENCE
F.F.EL.=(9.68)

CURVE C1
CA=9°15'52"
R=117.90'
L=19.06'
CB=N12°43'56"W
CH=19.04'
S12°32'33"E
19.45'(F.M.)

CURVE C2
CA=41°14'24"
R=195.90'
L=141.00'
CB=N12°31'11"E
CH=137.98'
S12°27'15"W
137.46'(F.M.)

CURVE C3
CA=94°07'48"
R=25.00'
L=41.07'
CB=N80°12'16"E
CH=36.61'
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Map Revised date : 12-17-10
5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
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P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Length equals
Pg.	page	Ch=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ =	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

 DENOTES CONCRETE MONUMENT
 $X-X$ DENOTES FENCE
 DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
 DENOTES IRON PIPE FOUND (NOTED)

DATE	7-18-18
SCALE	1=30"
JOB No.	2018-262
F.B.	1400
page	1
Comp. File	18-262.dwg
Drawn by	JCM

RICHARD A. MILLER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
6701 BEACH BOULEVARD, SUITE 200
JACKSONVILLE, FLORIDA 32216

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

THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, (formerly CHAPTER 61G17-6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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

MAP SHOWING SURVEY OF

LOT 124, THE RESIDENCE AT AMELIA LANDINGS, UNIT 3 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 382 AND 383 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 761, PAGE 522, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO: SEDA CONSTRUCTION COMPANY

DRAFT

AMELIA LANDINGS
O.R. 407, PG. 599

EXCEPTION PARCEL
O.R. 761, PG. 522

LOT 126
ADJACENT RESIDENCE
F.F.E.L. = (9.68)

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(TRACT "D")

DRAFT

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- DENOTES CONCRETE MONUMENT
- x-x-x DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
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BY:
WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED
LAND SURVEYOR, CERTIFICATE No. 5843

(5)

Encl. 2

OFFICE USE ONLY

REC'D: 9/26/18 BY: [Signature]
 PAYMENT: \$ 650- TYPE: CKGIS1
 APPLICATION #: 2018-001566
 CASE #: BoA 2018-
 BOARD MEETING DATE: 10/17/18

**APPLICATION FOR VARIANCE FROM THE LDC****APPLICANT INFORMATION**

Owner Name: Mark Gleason (see Enclosure 1 RE owner status)
 Mailing Address: 85678 Bostick Wood Dr, Fernandina Beach FL
 Telephone: WK 912-573-1084 Fax: _____
 Email: cell 904-451-2696 gleasonmark@gmail.com
current owners: James G. Pukes and Patricia W. Pukes
3283 Middleburg Lane, Charleston SC 29414
 Agent Name: Mark Gleason (see Enclosure 2)
 Mailing Address: _____
 Telephone: _____ Fax: _____
 Email: _____

PROPERTY INFORMATION

Street Address: Lot 124 High Rigger Rd, Fernandina Beach FL
 Parcel Identification Number(s): 00-00-31-1651-0124-0000
 Lot Number: 124 Block Number: _____

PROJECT INFORMATION

Variance(s) requested from LDC Section(s): Chp 4 Site Design Reg. and 12.5 side setback

Brief description of work proposed (use additional sheets if necessary):

See Enclosures

In order for an application for a variance to be approved or approved with conditions, the BOA or the HDC must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

See Enclosures

THE SIX PROVISIONS FOR A VARIANCE TO BE APPROVED

1. Special Conditions: A peculiar 19 foot elevated mound exists in the middle of Lot 124 High Rigger Rd. which is not applicable to other lands in the same zoning district.
2. Special Privilege: Granting this variance does not confirm upon the Applicant a special privilege that is denied by the Land Development Code to other lands in the same zoning district because variances are common throughout the surrounding properties and zoning district including Resolution Number 96-140 dated October 1, 1996 which approved the variance of single-family yard setbacks on individual lots for the purpose of topography and tree preservation at the Residency at Amelia landings.
3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the Applicant of rights currently enjoyed by other properties in the same zoning district as variances for the purposes of topography and tree preservation are common throughout the zoning district including Resolution Number 96-140 as explained in number two above.
4. Minimum Variance: The variance request is the minimum variance needed that will make reasonable use of the land and allow a house to be constructed at the front of Lot while preserving natural topography and trees in the middle and rear of the lot.
5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan by preserving natural topography and trees.
6. Public Interest: Granting the variance is in the public interest and compatible with surrounding properties as many properties have been granted setbacks to preserve natural topography and trees including the Residency at Amelia Landings by Resolution Number 96-140.

SEE ENCLOSURES

1. **Special Conditions:** Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.

2. **Special Privilege:** Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.

3. **Literal Interpretation:** Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.

4. **Minimum Variance:** The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.

5. **General Harmony:** Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.

☐ If your property is located within the Historic Districts or the Community Redevelopment Area, please fill out responses to the supplemental variance criteria, attached as Appendix A, on a separate sheet of paper.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

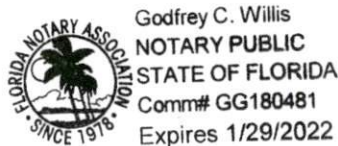
Sept 26, 2018 Mary G. Carson
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU }
ss }

Subscribed and sworn to before me this 26 day of Sept, 2018.

Godfrey C. Willis _____ _____
Notary Public Signature Printed Name My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL Driver License





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE James G. Dukes and Patricia W. Dukes
(print name of property owner(s))

hereby authorize: Mark Gleason
(print name of agent)

to represent me/us in processing an application for: Variance
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Signature]
(Signature of owner)

Patricia W. Dukes
(Signature of owner)

James G. Dukes
(Print name of owner)

Patricia W. Dukes
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 27 day of September, 2018.

[Signature]
Notary Public: Signature

Zach Volousky
Printed Name

09-27-2020
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: Driver License



Prepared by and return to:

Cathy M. Callahan
Accu Title Corporation
1639 S. 8th Street, #3
Fernandina Bch, FL 32034

Grantee's tax identification number _____

Property folio number 00-00-31-1651-0124-0000

Doc# 200023664
Book: 944
Page: 1908
Filed & Recorded
08/15/2000 02:07:06 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DEED DOC STAMP \$ 308.00
RECORDING \$ 5.00
TRUST FUND \$ 1.00

Warranty Deed

This Indenture, Made this 11th day of August, 2000 between Frank D. Kuitems, a married man grantor*, whose post office address is 209 Leeward Cove, Fernandina Beach, FL 32034, and James G. Dukes and Patricia W. Dukes, Husband and Wife grantee*, whose post office address is 3283 Middleburg Lane, Charleston, SC 29414.

**grantor" and "grantee" are used for singular or plural, as context requires

WITNESSETH: That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Nassau County, Florida, wit:

LOT 124, THE RESIDENCE AT AMELIA LANDINGS, UNIT 3 REPLAT
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 382,
PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION
OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 761, PAGE 522, PUBLIC RECORDS
OF NASSAU COUNTY, FLORIDA.
CAPTION PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR HEREIN

SUBJECT TO RESTRICTIONS, RESERVATIONS AND LIMITATION OF RECORD, IF ANY,
AND TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS.

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

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

Witnesses:

Ray S Smith
(witness signature)
Print witness name: RAY S Smith

Frank D. Kuitems (Seal)
FRANK D. KUITEMS

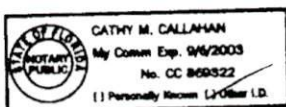
Dolene M. Davidson
(witness signature)
Print witness name: DOLENE M. DAVIDSON

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 11th day of August, 2000 by Frank D. Kuitems, who is/are personally known to me or who has/have produced drivers license as identification.

Cathy M. Callahan
Notary Public
Print Name: _____

(Seal)



My Commission Expires:

Rec 6.00
Dec 308.00
314.00

Rec J-6
Stamps - 209.00

Mark Gleason
85678 Bostick Wood Dr.
Fernandina Beach, FL 32034
Work 912-573-1084
Cell 904-451-2696
mark.gleason@navy.mil
gleasonmark@gmail.com

Planning Department
Fernandina Beach, FL
FAX 904-310-3460

Dear Sirs,

Please find enclosed my application for a variance RE Lot 124 High Rigger Rd. I have met with Jacob Platt and he is agreeable to addressing this application at the October meeting so please coordinate this application with him.

Please contact me at your earliest convenience and let me know how I can pay the \$650 fee.

If you have any questions or need any additional information please let me know. – Thank You

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mark Gleason'.

Mark Gleason

APPLICATION REQUIREMENTS VARIANCE APPLICATIONS

These requirements are not inclusive of the requirements for the proposed work. The Planning Department may require additional drawings, specifications or information in order to complete the review of the application.

THE FOLLOWING MUST BE PROVIDED IN ORDER TO BE A COMPLETE APPLICATION FOR FILING A VARIANCE REQUEST:

- See ☐ Signed, sealed, scaled survey of the property no older than two years from date of application
Enclosures ☐ Proof of ownership (copy of deed or tax statement)
☐ Completed agent authorization, if needed
☐ Synopsis letter of reasons for request
☐ Materials as needed to illustrate nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Any site plans or drawings must be dimensioned and to scale.)

The following limitations on the grant of a variance apply:

1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.
3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
4. A variance shall not change the requirements for concurrency.
5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
7. A variance shall not be granted for procedure or process components of this Land Development Code.
8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue.

You will receive a staff report one week before your meeting.

APPEALS: Any person aggrieved by any decision of the BOA or HDC regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

STAFF CONTACT:

BOA: Jacob Platt
Planner II
jplatt@fbfl.org
904.310.3135

HDC: Sal Cumella
Preservation Planner II
scumella@fbfl.org
904.310.3135

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(TRACT "D")

DRAFT

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

(5)

Encl. 2

**APPLICATION REQUIREMENTS
VARIANCE APPLICATIONS**

1. Survey – A recent survey and site plan is attached as Enclosure 2.
2. Proof of Ownership – This is not available at the present time as we have a contract to purchase Lot 124 High Rigger Rd. with a closing date on or before October, 27, 2018. If we close before the October 17 Board of Adjustment meeting ownership proof will be provided. If we do not close before October 17 I, Mark Gleason, will continue this variance application and appear at the BOA meeting as an Agent Representative of the Owner. The owner is currently getting the Owner's Authorization for Agent Representation Notarized and it will be provided as soon as possible. We also will continue to have contractual rights to purchase the lot and will close as soon as closing is possible.
3. Agent authorization – See number 2 above.
4. Synopsis Letter of Reasons for Request – Enclosed.
5. Materials to Illustrate Nature of Request – The Site Plan is submitted as Enclosure 2 and several photographs are submitted as Enclosures as stated in the Synopsis Letter of Reasons for the Request.

SYNOPSIS LETTER OF REASONS FOR REQUEST FOR VARIANCE
LOT 124 HIGH RIGGER RD. FERNANDINA BEACH FL

We are requesting a variance of 6 feet 4 inches from the East Side Setback of 12.5 feet on Lot 124 High Rigger Rd., Fernandina Beach, Fl. (See Enclosure 1 photograph where the short pink stake is the property corner and the taller orange stake is the south east front corner of the proposed house). This variance is requested so we can build a house at the front of the lot and retain a significant portion of the natural topography and trees. Approximately 50% of the natural topography could be preserved and two large healthy Oak Trees with expansive canopies that are in the middle of the lot behind the proposed house could also be preserved. (See Enclosure 2 Survey and Site Plan). One of the preserved Oak Trees has a diameter of 30 inches and a very expansive canopy (See Enclosure 3 Photograph) and the other is a "double" trunk Oak Tree with 15 foot and 12 foot trunks. These trees are circled on the Enclosure 2 Survey and Site Plan.

Without this variance the house would have to be built approximately 40 feet from the front of the lot and on the far west side of the lot. This would cause damage to the root system of at least one large Oak Tree on the adjacent lot. This Large Oak Tree spans over the adjacent neighbor's house (See Enclosure 4 Photograph). The homeowner of this house has stated the Large Oak Tree would have to be removed to avoid potential damage to the house if this variance is not granted and a house is built on the west side of the lot damaging the root system of this Large Oak Tree.

This variance is totally compatible with surrounding properties and will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan by preserving natural topography and trees. Fernandina Beach City Commission Resolution Number 96-140 dated October 1, 1996 granted approval for the variance of single-family yard setbacks on individual lots for the purposes of topography and tree preservation at the Residence at Amelia landings Unit 5/Ocean Landing. Therefore, setbacks have been granted throughout the history of the surrounding properties.

The side street with the 12.5 setback where this variance is requested is Off Shore Dr. which is permanently closed to through traffic to neighboring Amelia Landings Condominiums (See Enclosure 5 Photograph) so this variance would not have any effect on traffic.

This variance request complies with the following six provisions for a variance to be approved: Special Conditions, Special Privilege, Literal Interpretation, Minimum Variance, General Harmony, and Public Interest. These six provisions are addressed in Enclosure 6.

We respectfully request that a variance of 6 feet 4 inches from the East Side Setback of Lot 124 High Rigger Rd. be approved.



④

Encl. 1



⑥

Encl. 3



⑦

Encl 4



8

5-17-13

RESOLUTION NO. 96-140

A RESOLUTION GRANTING APPROVAL OF AMENDMENT TO THE CONDITIONAL USE PERMIT CONTAINED IN RESOLUTION NUMBER 675, PURSUANT TO ARTICLE IV OF THE LAND DEVELOPMENT CODE OF THE CITY OF FERNANDINA BEACH FOR A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS THE LANDINGS ON AMELIA ISLAND, ESTABLISHING THE CONDITIONS OF SUCH AMENDMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Trevett Homes has applied for an amendment to the planned unit development (PUD) conditional use permit for Amelia Landings to be implemented on said property to vary the single-family yard setbacks on individual lots for the purposes of tree and topography preservation; and

WHEREAS, the City is dedicated to the preservation of trees and natural topography; and

WHEREAS, the Planning Advisory Board has considered said application and held a public hearing on the same after due notice, and made its findings and recommendations thereon; and

WHEREAS, the City Commission of the City of Fernandina Beach has considered the findings and recommendations of the Planning Advisory Board, and held its own public hearing on the application after due notice, and also considered the Comprehensive Land Use Plan, and finds that the amendment for the preservation of trees and topography is suitable in location and character for the uses and structures proposed in said application according to the criteria as set forth in Article IV of the Land Development Code of the City of Fernandina Beach, Florida; and

WHEREAS, this amendment for the preservation of trees and topography is in the best interest of the residents of the City of Fernandina Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that the application for amendment to the planned unit development to be known as "The Landings on Amelia Island" is hereby approved to vary the single-family yard setbacks on individual lots for the purposes of tree and topography preservation in the Residence at Amelia Landings Unit Five/Ocean Landing in accordance with and subject to the provisions of Article IV of the Land Development Code of the City of Fernandina Beach, and further subject to the following conditions and requirements:

SECTION 1. LOCATION OF THE SPECIFIC AREA INVOLVED. The specific area affected by this PUD amendment is lots #2-34 of the Residence at Amelia Landings Unit Five/Ocean Landing, including Off Shore Court, Yard Arm Way, a portion of Off Shore Drive, and a portion of Long Boat Drive.

SECTION 2. DESCRIPTION OF THE AMENDMENT. Solely for the purposes of tree and topography preservation, this amendment to the Amelia Landings PUD allows Trevett Homes and its successors to vary from the single-family yard setbacks on individual lots for the purposes of tree and topography preservation on lots #2-34 of the Residence at Amelia Landings Unit Five/Ocean Landing. The flexibility afforded through the PUD and this amendment will provide for the preservation of trees and topography. Each lot will be submitted separately for a building permit. In the review of each building permit, the City's Community Development

Department will review the siting of the structure in relation to the preservation of trees and topography, in accordance with this PUD amendment, the Land Development Code, and the City's Comprehensive Plan. It is understood that the subject roads are public roads. The setbacks will be buried to accommodate tree and topography preservation and not to accommodate the size of structure. All modifications are to be in accordance with all land development regulations and the City's Comprehensive Land Use Plan at the time that the application and these amendments to the PUD are filed.

SECTION 3. ISSUANCE OF FINDINGS IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE OF THE CITY OF FERNANDINA BEACH. This request satisfies §126-387 of the Land Development Code of the City of Fernandina Beach, which outlines the findings necessary for a PUD amendment. This request is in accord with all regulations in effect at the time of the request and the adoption of this Resolution, as well as in accord with the general intent and purpose of the currently adopted Comprehensive Plan.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Commission of the City of Fernandina Beach at its regular meeting on this the 1st day of October, 1996.

CITY OF FERNANDINA BEACH



ROBERT B. ROGERS
Commissioner - Mayor

ATTEST:



VICKI P. CANNON
City Clerk



City of Fernandina Beach

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: ZACHARY ZOUL **DATE: SEPTEMBER 26, 1996**
CITY MANAGER

FROM: MARY McKINNEY
COMMUNITY DEVELOPMENT DIRECTOR

RE: LANDINGS ON AMELIA ISLAND (SPECIFICALLY
ADDRESSING THAT PORTION CALLED THE RESIDENCE
AT AMELIA LANDINGS UNIT FIVE/OCEAN LANDING)
PLANNED UNIT DEVELOPMENT AMENDMENT TO VARY
YARD SETBACKS FOR THE PRESERVATION OF TREES,
PER RESOLUTION #96-140

Memo prepared for the October 1, 1996 City Commission Meeting

APPLICANT

Chuck Drace
Trevett Homes
PO Box 1200
Fernandina Beach, FL 32035-1200

SITE DATA

File: Amelia Landings PUD Amendment #2-1996, Tree Setbacks
Date: September 13, 1996
Request: Vary the single-family yard setbacks on individual lots for the purposes of saving trees and existing topography, specifically vary the front yard setback from 25 feet to 15 feet, vary the rear yard setback from 20 feet to 15 feet and, set the side yard setback at 10% of the lot width for tree and topography preservation, only.
Location: Amelia Landings Planned Unit Development (PUD), specifically the Residence at Amelia Landings Unit Five/Ocean Landing off Sadler Rd., more specifically lots #2-34 on Off Shore Drive, Yard Arm Way, and Long Boat Drive.

57

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Acreage: 11.39 acres
Lots: 33 (#2-34)
#Units: 33
Density: Medium, 0-8 units per acre
Lot Size: Ranges between approximately 0.14 acres (6,099 square feet) to 0.80 acres (34,848 square feet)
Lot widths vary from approximately 50 feet to 106 feet
Land Use: Medium Density Residential
Zoning: PUD/R-2, One- and Two-Family Residential Dwelling District
Surrounding Land Uses: Medium Intensity Commercial to the north and northeast, Low Density Residential to the west, and Medium Density Residential to the east, southeast, and south
Egans Creek is located along the western border
Surrounding Zoning: C-1, Community Commercial District to the northeast; R-2, One- and Two-Family Residential Dwelling District to the northwest, west, southeast and east; PUD/R-2, One- and Two-Family Residential Dwelling District to the south

PAST RESOLUTIONS FOR THE LANDINGS ON AMELIA ISLAND PUD

Resolution 675, dated August 17, 1982 established the conditional use permit for the Landings on Amelia Island PUD. Dated April 5, 1988, Resolution 909 amended this conditional use permit to extend construction and paving of Long Boat Drive from First Avenue to Off Shore Drive at the Amelia Landings Condominiums. On January 16, 1996, the Landings on Amelia Island PUD was again amended by Resolution 96-2 regarding road improvements and the extension of the timetable for completion of the development. Resolution 96-3 approved the preliminary plat for the Residence at Amelia Landings, Unit V. The City Commission approved Resolution #96-135 to allow for the installation of a controlled access gate between the condominiums and the single-family residences of the PUD.

BACKGROUND

The applicant is requesting a PUD amendment for the Amelia Landings PUD, specifically for the Residence at Amelia Landings Unit Five/Ocean Landing. This

request is to vary the yard setbacks on individual, single-family lots for the purposes of saving trees and existing topography, only. The applicant wishes to vary the front yard setback from 25 feet to 15 feet, vary the rear yard setback from 20 feet to 15 feet, set the side yard setback at 10% of the lot width.

COMMENTS

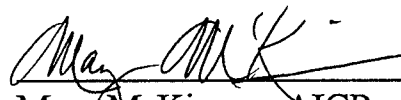
The applicant's site is a PUD, and the method for approval of these types of requests is a PUD amendment. PUD amendments are reviewed by the Planning Advisory Board (PAB), then by the City Commission.

All PUD amendments must be made in accordance with §126-387 of the Land Development Code of the City of Fernandina Beach:

- | | |
|-------------|---|
| §126-387(a) | This section shall apply to all PUD planned unit development zones. |
| §126-387(b) | Changes in plans approved as part of the grant of conditional use may be permitted upon application by the petitioner or his successors in interest, but only upon a finding that any changes are in accord with all regulations in effect when change is requested and the general intent and purpose of the Comprehensive Plan in effect at the time of the proposed change. Changes other than those indicated shall be made only by a new petition for PUD. |

RECOMMENDATION

Staff recommends approval of this amendment to the Amelia Landings PUD to vary the setbacks for Amelia Landings Unit Five (i.e., Ocean Landing) for tree and topography preservation only, per Resolution #96-140.



Mary McKinney, AICP
Community Development Director

cc: Vicki Cannon, City Clerk
Chuck Drace, Trevett Homes
Amelia Landings PUD Amendment #2-1996, Tree Setbacks file

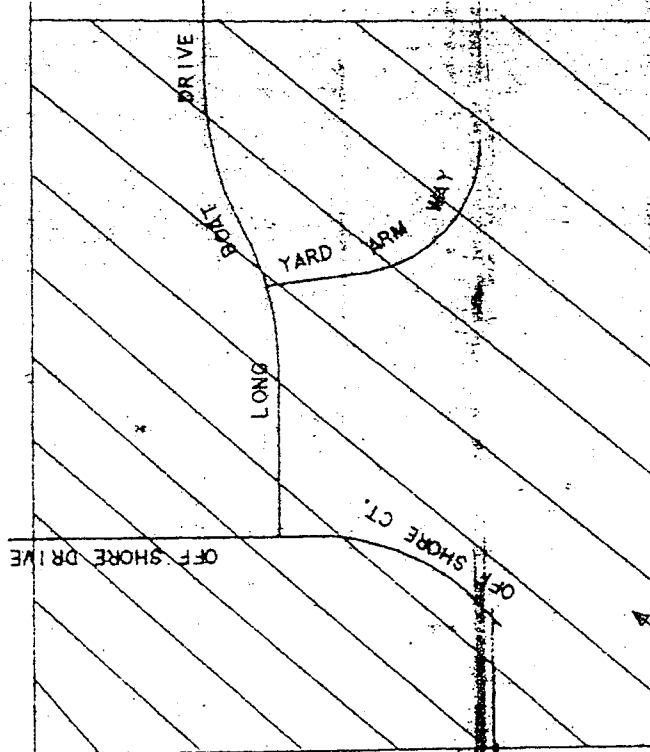
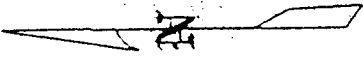
VICINITY MAP

SADLER ROAD

FIRST AVENUE EXTENSION

SOUTH FLETCHER AVENUE

ATLANTIC OCEAN



NOT TO SCALE

SITE

Detail from Land Use Map
City of Fernandina Beach

NORTH

The Landings on Amelia Island
Planned Unit Development

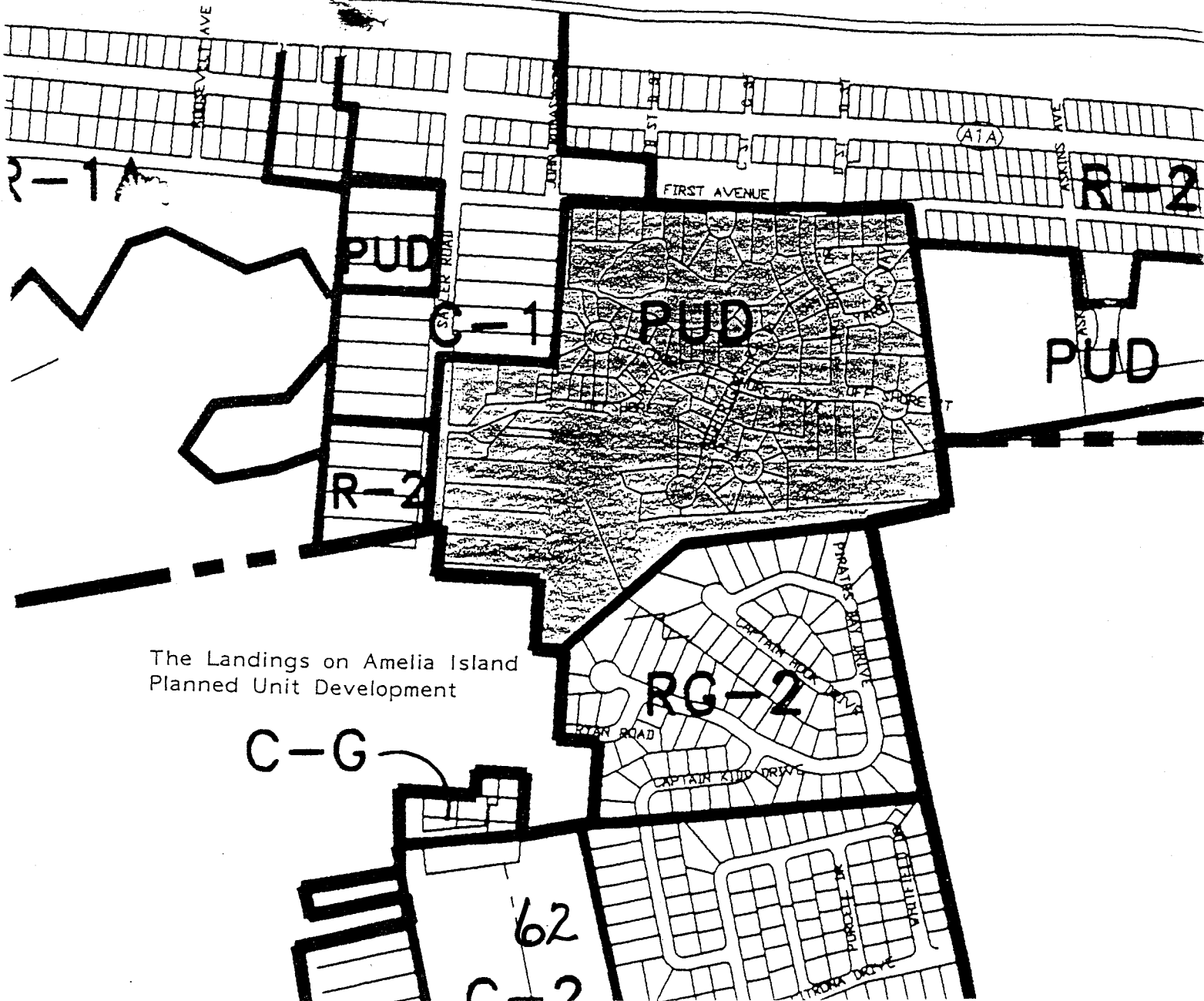
61

Detail from Zoning Map
City of Fernandina Beach



NORTH

R-3



PUD Amendment
ZONING VARIANCE APPLICATION FORM

RECEIVED
JUL 12 1996

APPLICATION # _____

DATE FILED _____

VAR 96-15 PUD 9603
7/12/96 Planning & Development Dept.

To be heard by the Board of Adjustment and the City Commission of Fernandina Beach, Florida.

The undersigned hereby applies for Zoning Variance as follows:

1. Legal description of land for which a Zoning Variance is sought:

Lot 2 2 THROUGH 34 Block N/A

Subdivision THE RESIDENCE AT AMELIA LANDINGS UNIT FIVE

2. Street Address: ALL LOTS AS DESCRIBED ON OFF. SHORE, YARD ARM & LONG BOAT DRIVE (ENTIRE PLAT)

3. Acreage of subject parcel: 11.39 ACRES TOTAL

4. The name and address of the owner as shown in the public records of Nassau County: AMELIA LANDINGS PARTNERSHIP C/O GUS

H. BELL, P.O. BOX 14247, SAVANNAH, GA 31416

5. Future Land Use designation: MEDIUM DENSITY RESIDENTIAL (0-8 UNITS/ACR)

6. Current zoning district classification: SINGLE-FAMILY RESIDENTIAL

7. Zoning Variance sought: SET BACK VARIANCES FROM 25' FRONT

YARD TO 15' FRONT YARD, SIDEYARD SETBACK TO REMAIN 10% OF LOT WIDTH, REMOVAL OF HEIGHT RESTRICTIONS PER SIDE YARD SETBACK, CHANGE REARYARD SETBACK FROM 20' TO 15'

8. Section of Zoning Code or provision which authorizes the granting of this Zoning Variance: 98-265

9. General description of the effect and details of this Zoning Variance:

TO ALLOW FLEXIBILITY IN PLACEMENT OF STRUCTURES ON LOTS IN ORDER TO SAVE EXISTING TREES AND PRESERVE EXISTING CONTOURS AND TOPOGRAPHY

10. This Zoning Variance relieves a hardship by: REDUCING THE NUMBER
OF TREES TO BE REMOVED ON INDIVIDUAL LOTS, REDUCING
AMOUNT OF GRADING/CHANGES IN TOPOGRAPHY
11. Supporting data which should be considered by the Boards: ENCLOSED BROCHURES:
WE INTEND TO ESTABLISH A NEIGHBORHOOD THAT WILL HAVE
A HISTORIC APPEARANCE WITH CLASSIC STYLE ARCHITECTURE
DETACHED GARAGES WITH STRIP DRIVEWAYS AND PRESERVE
AS MANY SPECIMEN TREES AS POSSIBLE
12. If this is an **after-the-fact** variance application, has there been a building permit obtained for this structure? YES ☒ NO
- Explain: NOT APPLICABLE

13. This application is submitted by: Owner ☒ Agent

Signature of Owner: _____

(NOTE: Proof of ownership must be submitted with this application)

Signature of Agent: _____

(If using an agent, a notarized letter from the owner of the property giving permission to the agent, is required to be submitted with this application)

Address of the applicant or agent, where correspondence may be sent.

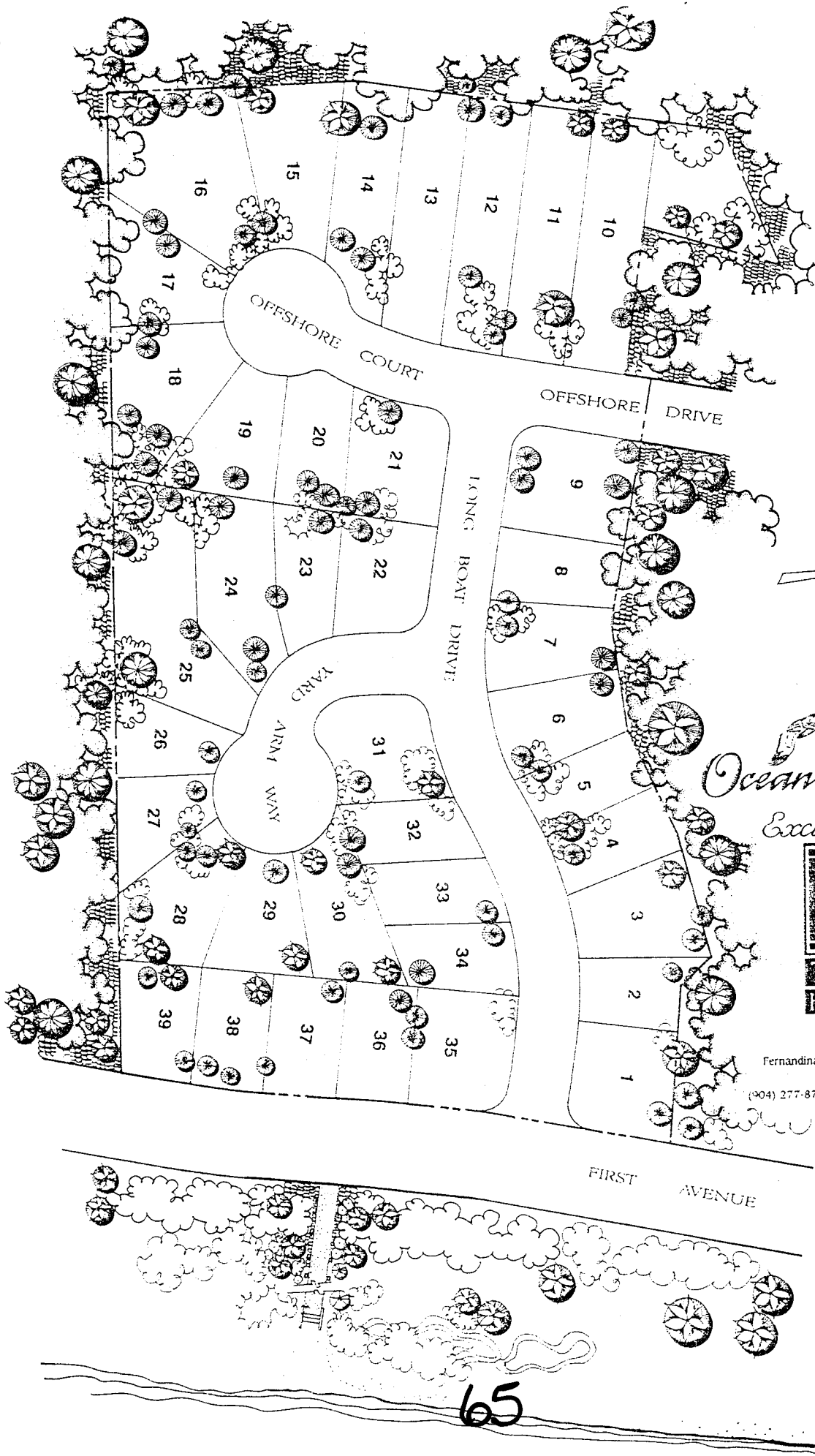
TREVETT HOMES INC, CHARLES L. DRAKE

P.O. BOX 1200

FERNANDINA BEACH, FLORIDA 32035

Telephone number: (904) 261-2235

Date of Submittal: 7/12/90



Ocean Landing
Exclusively By



Trevett Homes, Inc.
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Fernandina Beach, Florida 32035
Sales Information Call:
(904) 277-8701 or (904) 261-2235

NEW MODEL
OUR BEAUTIFUL NEW MODEL IS NOW RECEIVED
JUL 12 1996
Community Development Dept

Ocean Landing

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BEACH
ACCESS

OCEAN
BREEZES

MATURE
TREES



UNIQUE
STYLING

SHADY
PORCHES

TREVETT
QUALITY

"THE FINE AMELIA ISLAND STYLE RECAPTURED"

- ~ Come walk in the woods with us and select your new homesite
- ~ Then choose a custom plan that will fit all your needs
- ~ Unique Southern Style, low country one and two level homes
- ~ Our new community is located just 2 blocks from the Atlantic Ocean amid a rolling terrain of towering oaks
- ~ Come discover the enduring value that an exclusive Trevett Homes community can provide for you
- ~ Lot/Home packages from the \$140's

Model open 1:00 - 5:00 p.m.
(Mornings by Appointment)

Ocean Landing is located off S. Fletcher Ave. 1/4 mile South of Sadler Rd. to John Robas (Fire Station) then left on First Ave. to Long Boat Drive.

66



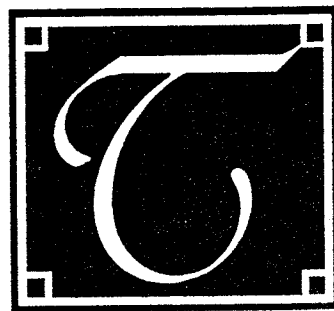
Please call Jack Shea
277-8701 or 261-8533
for further information
and appointment

Energy Saving Features

- High Efficiency Lennox Air to Air Heat Pump
- Energy Saving Quick Recovery Water Heater
- Kinco Insulated Double Pane Windows and Sliding Doors
- Deluxe Insulation Package Including Polyfoam Treatment, R-30 Ceiling and R-11 Wall Insulation
- Fireplace w/Glass Doors and Outside Air (Per Plan)
- Ceiling Fan Prewires For Family Room and All Bedrooms

Dramatic Kitchens and Baths

- Merrilat Oak Style Cabinets Thru-out Including Beveled Edge Countertops in Kitchen
- GE Appliances Including Self-Cleaning Range/Oven, Dishwasher and Garbage Disposal
- Double Compartment Kohler Stainless Steel Sink and Faucet
- Recessed Icemaker Line in Kitchen
- Kohler Acrylic Tub in Master Bath (Per Plan)
- Kohler Quality Bath Faucets Thru-Out
- Elongated Water Closets



**TREVETT
HOMES, INC.**

**STANDARDS
— OF —
EXCELLENCE**



"The Fine Amelia Island Style Recaptured."

This unique community features innovative designs derived from the best of the island's Neo-Traditional Southern-style exteriors combined with the comfort of modern luxury living. Ocean Landing will set new standards of excellence for Amelia Island. You must see these exciting new designs to understand "Amelia Recaptured."

Ocean Landing is located ¼ mile south of Sadler Road on First Avenue, just 2 blocks off the Atlantic Ocean. Nestled among majestic oaks and magnolias only a short walk to the beach.

277-8701

Each Ocean Landing, Trevett Home contains these Quality Standard Features which have been selected for their easy care and maintenance as well as lasting beauty.

67

Quality Construction

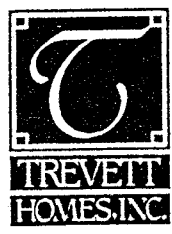
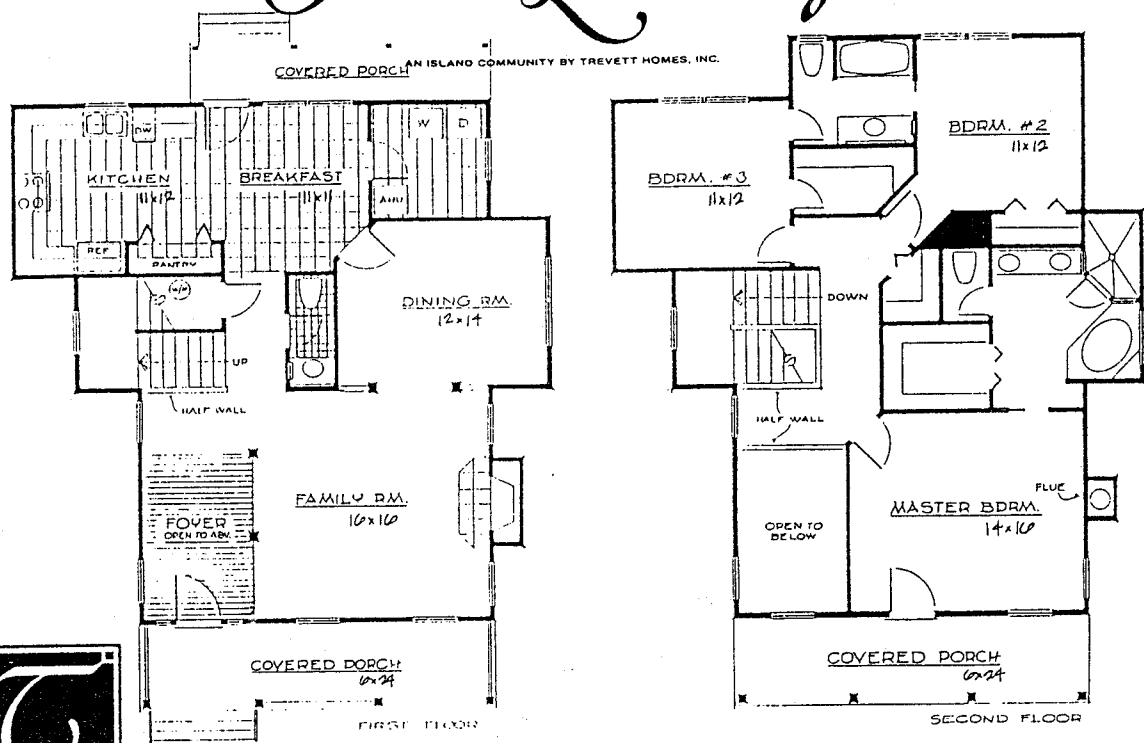
- Architecturally Striking Elevations Nestled Among Stately Oaks
- Hardiboard Siding Offering a 50 Year Guarantee, or Maintenance Free Brick or Stucco Elevations (Per Plan)
- 25 Year Architectural Diamond Tab Shingles
- Raised Panel Insulated Metal Entry Door w/Deadbolt
- Underground Utilities
- Termite Protection Including Replacement/Repair Guarantee
- Prewired For Cable and Telephone
- Recessed Lighting Over Fireplace and Kitchen Sink
- Choice of Light Fixtures—\$850.00 Allowance (Builder's Cost)
- Prewired for Garage Door Opener
- Two Exterior Waterproof Outlets
- Professional Landscaping—Including 3,000 Square Feet of Sod w/Mature Plants
- Covered porches ... enjoy ocean breezes
- Beach access
- Unfinished Bonus Room included (per plan)

Memorable Interiors

- Dramatic Volume or Vaulted Ceilings (Per Plan)
- Raised, Six-Panel Masonite Doors w/Polished Brass Lever Hardware
- Ceramic Tile or Hardwood in Foyer (From Builder's Selection)
- Easy Care No-Wax Vinyl in Kitchen, Baths, and Laundry
- Quality "Stain Resistant" Carpet in Many Decorator Colors
- Two Coats of Quality Sherwin Williams Wall Paint and Semi-Gloss Enamel on Wood Trims

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Jack Shea
Sales Director

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(904) 261-8533 Home

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~THE CAROLYN LEE~
#182,800

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Ocean Landing

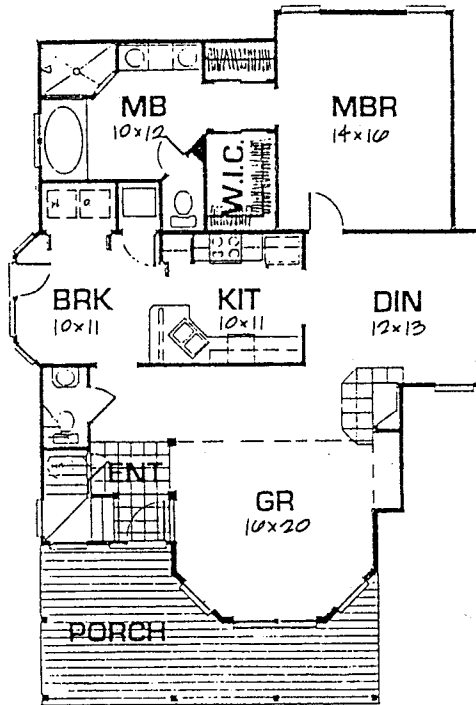
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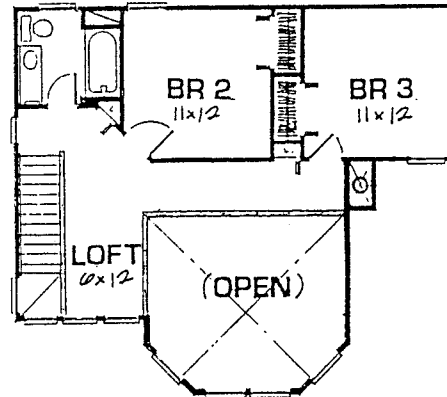
Jack Shea
Sales Director

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1ST



2ND



~THE VICTORIA~
#172,800

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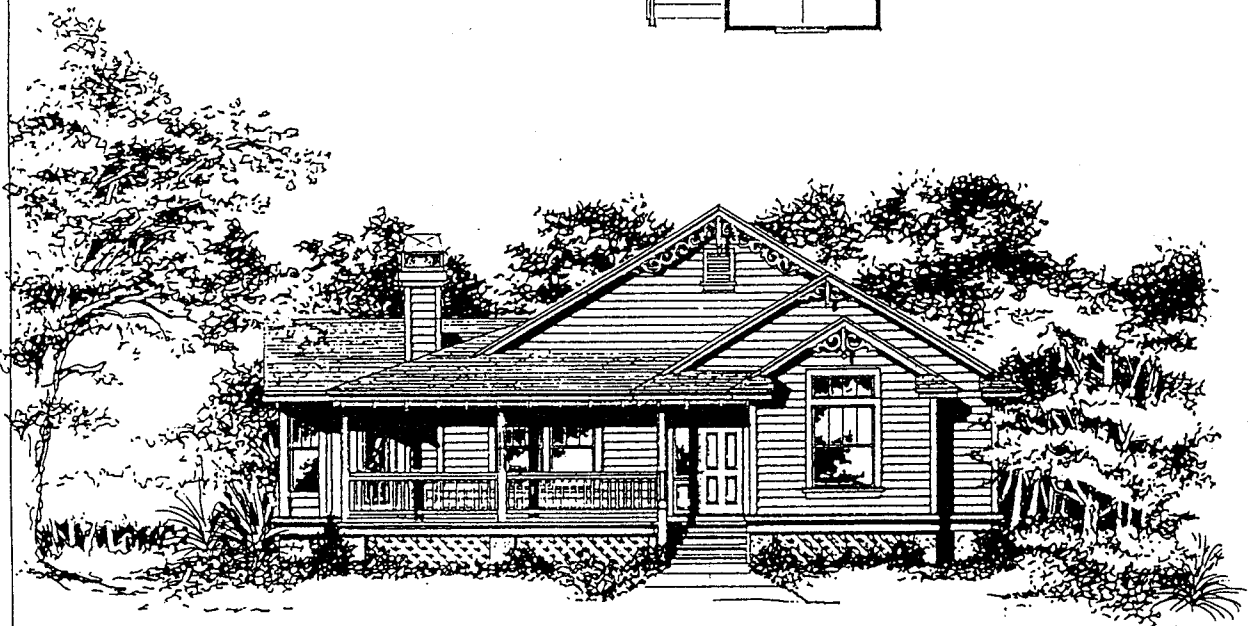
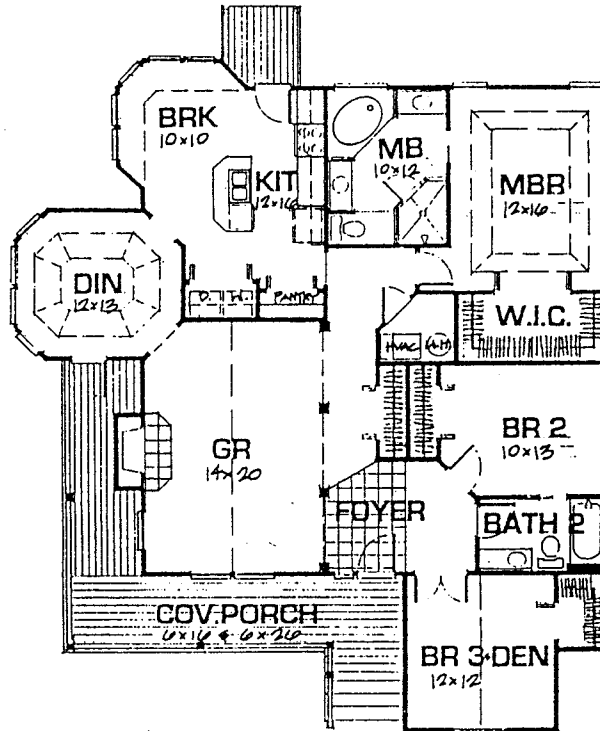
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Sales Director

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~THE KATIE ANNE~

\$158,800

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70



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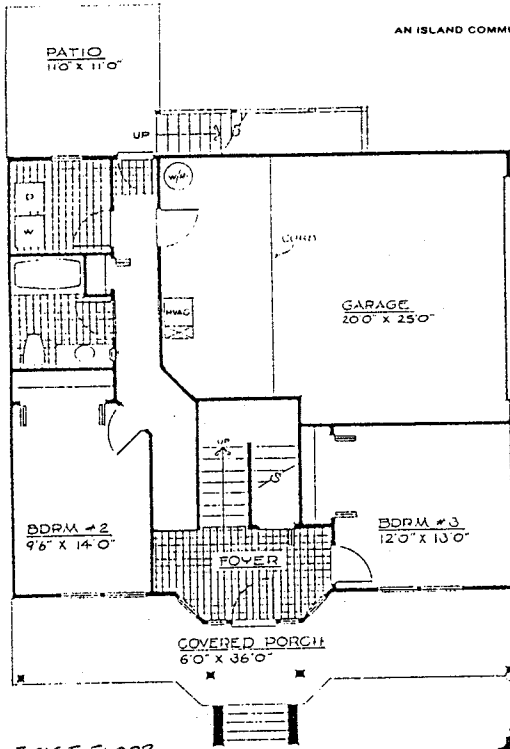
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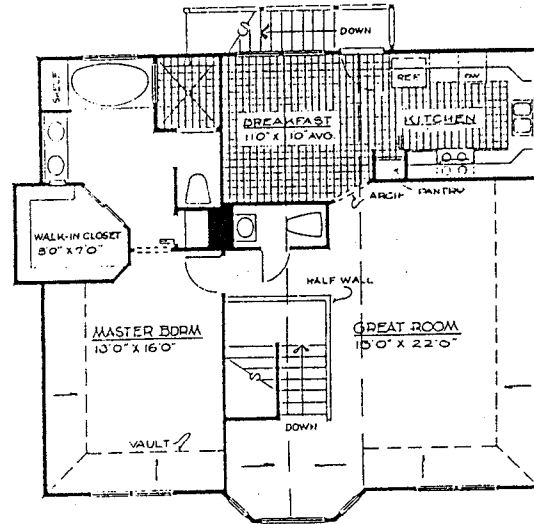
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Ocean Landing

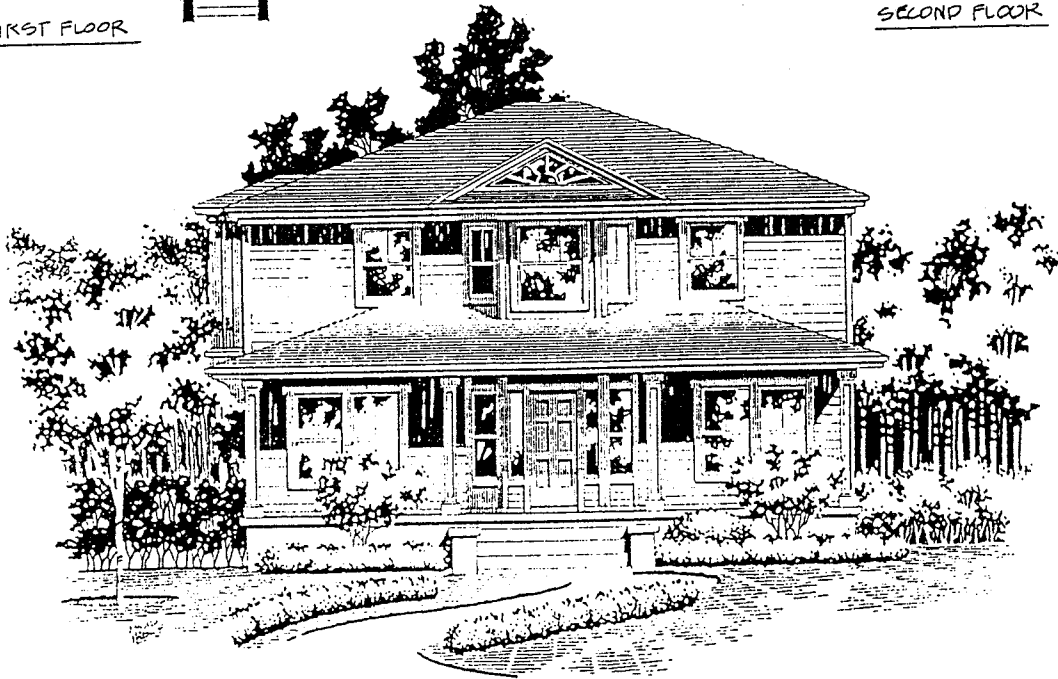
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FIRST FLOOR



SECOND FLOOR



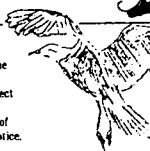
Jack Shea
Sales Director

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~THE CAPTAIN HENRY~
\$147,900

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Trevett Homes, Inc.
P. O. Box 1200
Fernandina Beach, Florida 32035

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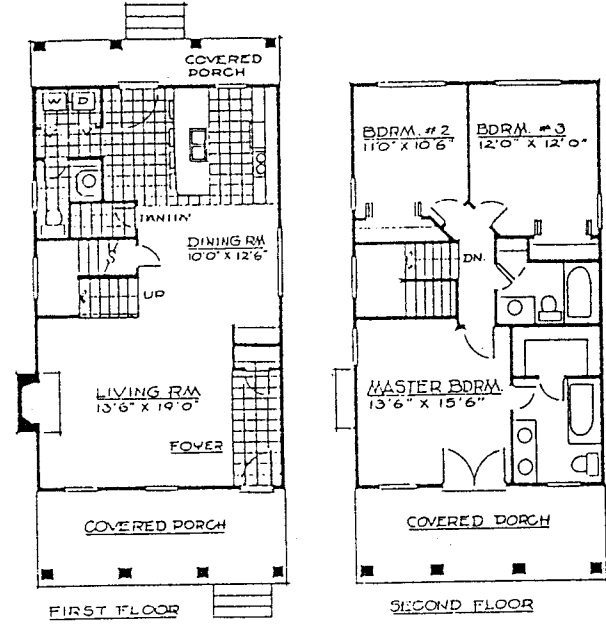
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PUD76-05



Ocean Landing

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Jack Shea
Sales Director

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~THE ABBY~

\$ 145,900

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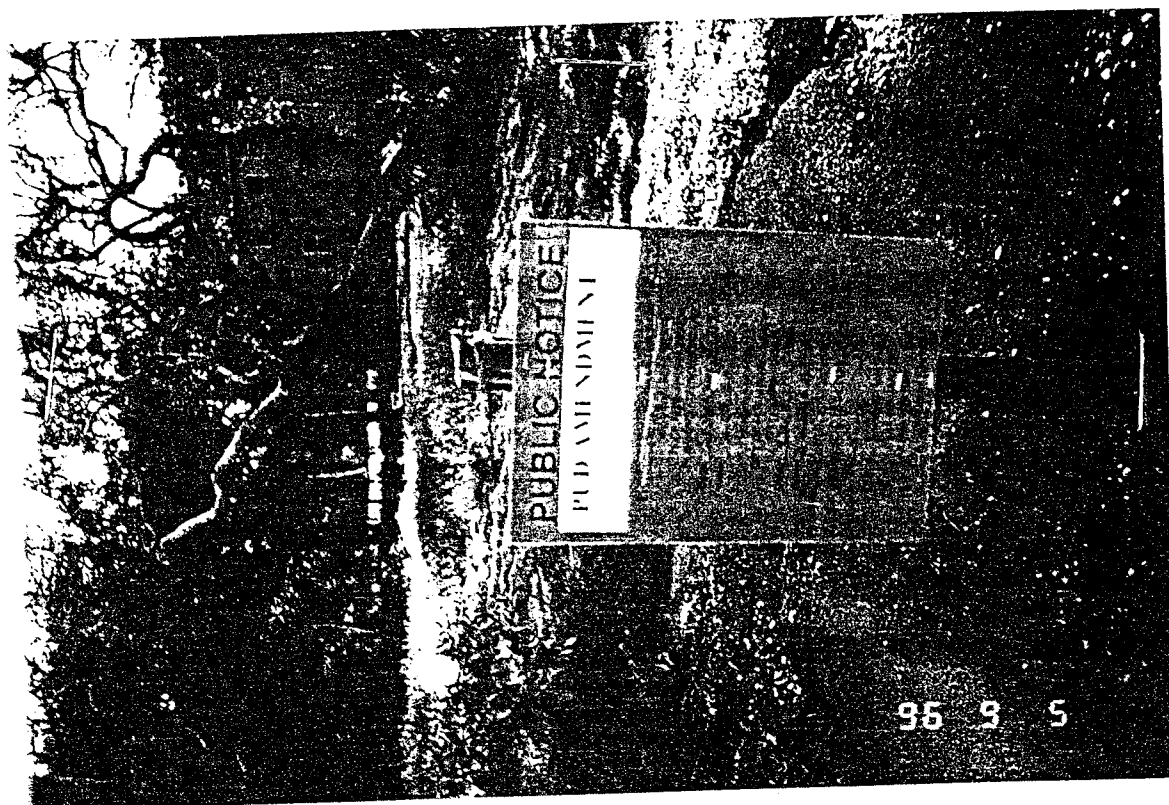
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City of Fernandina Beach

COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF FERNANDINA BEACH CITY COMMISSION NOTICE OF PUBLIC HEARING

DATE: October 1, 1996 Meeting

SUBJECT: Amendment to Amelia Landings Unit Five/Ocean Landing PUD #2-1996 to allow for a setback adjustment in order to Preserve Trees.

Having received an application for a PUD amendment, the City of Fernandina Beach is hereby providing notice of a public hearing before the City Commission, scheduled for 6:00 p.m. on Tuesday, October 1, 1996 at the City Commission Chambers, 101 South 2nd Street at which time affected parties may appear in person or be represented by an authorized agent, legal, technical, or both, and present reasons to the granting or denying of this petition.

Affected parties are advised to prepare their cases in detail and present all evidence relating to this petition at the time of the scheduled hearing.

Sincerely,

Mary McKinney

Community Development Director

Interested parties may appear at said hearing and be heard as to the advisability of any action which may be considered. IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARINGS, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



City of Fernandina Beach

COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF FERNANDINA BEACH PLANNING ADVISORY BOARD NOTICE OF PUBLIC HEARING

DATE: September 18, 1996 Meeting

SUBJECT: Amendment to Amelia Landings Unit Five/Ocean Landing PUD #2-1996 to allow for a setback adjustment in order to Preserve Trees.

Having received an application for a PUD amendment, the City of Fernandina Beach is hereby providing notice of a public hearing before the Planning Advisory Board, scheduled for 6:00 p.m. on Wednesday, September 18, 1996 at the City Commission Chambers, 101 South 2nd Street at which time affected parties may appear in person or be represented by an authorized agent, legal, technical, or both, and present reasons to the granting or denying of this petition.

Affected parties are advised to prepare their cases in detail and present all evidence relating to this petition at the time of the scheduled hearing.

Sincerely,

Mary McKinney

Community Development Director

Interested parties may appear at said hearing and be heard as to the advisability of any action which may be considered. IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARINGS, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

RESOLUTION NUMBER 96-140

A RESOLUTION GRANTING APPROVAL OF AMENDMENT TO THE CONDITIONAL USE PERMIT CONTAINED IN RESOLUTION NUMBER 675, PURSUANT TO ARTICLE IV OF THE LAND DEVELOPMENT CODE OF THE CITY OF FERNANDINA BEACH FOR A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS THE LANDINGS ON AMELIA ISLAND, ESTABLISHING THE CONDITIONS OF SUCH AMENDMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Trevett Homes has applied for an amendment to the planned unit development (PUD) conditional use permit for Amelia Landings to be implemented on said property to vary the single-family yard setbacks on individual lots for the purposes of tree and topography preservation; and

WHEREAS, the City is dedicated to the preservation of trees and natural topography; and

WHEREAS, the Planning Advisory Board has considered said application and held a public hearing on the same after due notice, and made its findings and recommendations thereon; and

WHEREAS, the City Commission of the City of Fernandina Beach has considered the findings and recommendations of the Planning Advisory Board, and held its own public hearing on the application after due notice, and also considered the Comprehensive Land Use Plan, and finds that the amendment for the preservation of trees and topography is suitable in location and character for the uses and structures proposed in said application according to the criteria as set forth in Article IV of the Land Development Code of the City of Fernandina Beach, Florida; and

WHEREAS, this amendment for the preservation of trees and topography is in the best interest of the residents of the City of Fernandina Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that the application for amendment to the planned unit development to be known as "The Landings on Amelia Island" is hereby approved to vary the single-family yard setbacks on individual lots for the purposes of tree and topography preservation in the Residence at Amelia Landings Unit Five/Ocean Landing in accordance with and subject to the provisions of Article IV of the Land Development Code of the City of Fernandina Beach, and further subject to the following conditions and requirements:

SECTION 1. LOCATION OF THE SPECIFIC AREA INVOLVED. The specific area affected by this PUD amendment is lots #2-34 of the Residence at Amelia Landings Unit Five/Ocean Landing, including Off Shore Court, Yard Arm Way, a portion of Off Shore Drive, and a portion of Long Boat Drive.

SECTION 2. DESCRIPTION OF THE AMENDMENT. Solely for the purposes of tree and topography preservation, this amendment to the Amelia Landings PUD allows Trevett Homes and its successors to vary from the single-family yard setbacks on individual lots for the purposes of tree and topography preservation on lots #2-34 of the Residence at Amelia Landings Unit Five/Ocean Landing. The flexibility afforded through the PUD and this amendment will provide for the preservation of trees and topography. Each lot will be submitted separately for a building permit. In the review of each building permit, the City's Community Development Department will review the siting of the structure in relation to the preservation of trees and topography, in accordance with this

PUD amendment, the Land Development Code, and the City's Comprehensive Plan.

SECTION 3. ISSUANCE OF FINDINGS IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE OF THE CITY OF FERNANDINA BEACH. This request satisfies §126-387 of the Land Development Code of the City of Fernandina Beach, which outlines the findings necessary for a PUD amendment. This request is in accord with all regulations in effect at the time of the request and the adoption of this Resolution, as well as in accord with the general intent and purpose of the currently adopted Comprehensive Plan.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Commission of the City of Fernandina Beach at its regular meeting on this the _____ day of _____, 1996.

CITY OF FERNANDINA BEACH

ROBERT B. ROGERS
Commissioner - Mayor

ATTEST:

VICKI P. CANNON
City Clerk

RESOLUTION NO. 675

A RESOLUTION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 26.10.1, CODE OF ORDINANCES, FOR A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS THE LANDINGS ON AMELIA ISLAND AND ESTABLISHING THE CONDITIONS OF SUCH CONDITIONAL USE.

WHEREAS, The owners of that certain property described in attached Exhibit "A" have applied for a conditional use permit for a planned unit development (PUD) to be implemented on said property; and

WHEREAS, the Planning Advisory Board has considered said application and held a public hearing on the same after due notice, and made its findings and recommendations thereon; and

WHEREAS, the City Commission of the City of Fernandina Beach has considered the findings and recommendations of the Planning Advisory Board, and held its own public hearing on the Comprehensive Land Use Plan, and finds that the property described in the attached Exhibit "A" is suitable in location and character for the uses and structures proposed in said application according to the criteria as set forth in Section 26.10.1 of the Code of Ordinances of the City of Fernandina Beach, Florida, now therefore,

BE IT RESOLVED, that the application for a planned unit development to be known as "The Landings on Amelia Island" is hereby approved as a conditional use for the property described in the attached Exhibit "A", in accordance with and subject to the provisions of Section 26.10.1 of the Code of Ordinances of the City of Fernandina Beach, and further subject to the following conditions and requirements:

1. Plans for each phase of construction shall be presented to the Planning Advisory Board for review and approval prior to the issuance of the necessary permits to allow construction of the improvements planned for each such phase.
2. Upon completion of phase IV (36% of the dwellings completed), the developer shall submit to the Planning Advisory Board detailed and reliable data on the impacts of traffic, internal parking, storm water discharge and sanitary sewers then developed, for a thorough review by such Board prior to the issuance of permits for phase V and subsequent phase development.
3. Developer shall provide at a minimum, 1.75 parking spaces per dwelling unit, exclusive of other parking spaces related to non-dwelling units and areas.
4. Developer shall continually comply with all federal, state and local environmental regulations and requirements.
5. Developer agrees to and shall comply with the payment of sewer impact fees of \$500.00 per unit, as required by Ordinance Number 624, of the City of Fernandina Beach.
6. Developer shall provide at its expense, and shall complete prior to commencement of phase II construction, sufficient widening of Sadler Road to allow a left turn lane and through traffic run-around lane for west bound traffic, and a deceleration and right turn lane for east bound traffic, according to State of Florida Department of Transportation requirements.

7. Developer shall continually comply with State of Florida Department of Environmental Regulation and City of Fernandina Beach Department of Public Works' requirements relating to storm water drainage.

8. Developer had applied for a Binding Letter of Interpretation from the State of Florida Department of Community Affairs; in the event the State shall determine that the project is a development of regional impact, developer shall discontinue any further development of the property until the required study or studies have been completed and all requirements of the State have been met.

9. Unless extended by approval of the City Commission, developer shall complete construction of the PUD in all phases within the projected schedule totalling nine phases in ninety-six (96) months.

10. No stage of development shall have a residential density that exceeds the proposed density of the entire planned unit development.

11. Developer shall prior to any contract for sale of the first residential unit, record a plat of the lands encompassed by the PUD in accordance with Chapter 20 of the Code of Ordinances of the City of Fernandina Beach.

ADOPTED by the City Commission of the City of Fernandina Beach at its regular meeting on August 17, 1982.

CITY OF FERNANDINA BEACH

By 
J. C. Mottayaw, Jr.
Mayor/Commissioner

ATTEST:

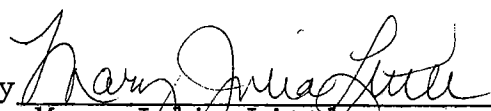
By 
Mary Julia Little
City Clerk

EXHIBIT "A"

That portion of lots 12 and 13 lying westerly of the City limits of Fernandina Beach, Florida. Lot 14 and the easterly 1/2 of lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the Public Records of Nassau County, Florida.

All of that property as described below which lies west of the westerly City Limits of Fernandina Beach, Florida.

FROM A POINT OF BEGINNING: BEGIN at the Southeast corner of Section 29, aforementioned; and run South $89^{\circ}35'15''$ West along the Southerly line of said Section a distance of 213.69 feet to the center of a 25.0 foot more or less drainage canal; run thence North $5^{\circ}02'36''$ East along said center of canal, a distance of 305.30 Feet; run thence North $5^{\circ}54'03''$ East continuing along said center of canal, a distance of 300.01 feet; run thence North $4^{\circ}39'42''$ East continuing along said center of canal a distance of 300.01 feet; run thence North $7^{\circ}03'04''$ East continuing along said center of canal, a distance of 200.15 feet; run thence North $1^{\circ}56'15''$ West continuing along said center of canal, a distance of 228.35 feet; run thence North $9^{\circ}30'39''$ West continuing along said center of canal, a distance of 280.01 feet to where said center of canal intersects with the Southerly boundary of Block 2, Sadler Estates, according to plat recorded in the Public Records of said County in Plat Book 2, page 68; run thence South $78^{\circ}14'$ East along said Southerly boundary a distance of 807.49 feet to the Southeast corner of Lot 6, Block 2 aforesaid; run thence North $11^{\circ}46'$ East along the Easterly boundary of Lot 6 aforesaid a distance of 10.0 feet to the Southwest corner of Lot 5, Block 2 aforesaid; run thence South $78^{\circ}14'$ feet East continuing along the Southerly boundary of Block 2, aforesaid and the Easterly extension thereof, a distance of 421.69 feet to where said Southerly Boundary intersects with the Westerly right-of-way of First Avenue Extension (a 60.0 foot right-of-way); run thence South $11^{\circ}07'$ feet West along said right-of-way a distance of 971.08 feet to the beginning of a curve concave to the Easterly having a radius of 1,636.86 feet; run thence in a Southerly direction along the arc of said curve and right-of-way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being South $7^{\circ}53'15''$ west); run thence in a Southerly direction along the arc of a curve concave to the Westerly having a radius of 1,576.86 feet and continuing along said right of way a chord distance of 193.96 feet to the Point of Tangency (the bearing of the aforesaid chord being South $7^{\circ}53'15''$ West); run thence South $11^{\circ}27'$ West continue along said right-of-way a distance of 5.70 feet to where said right-of-way intersects with the Southerly line of Section 20 aforementioned; run thence North $89^{\circ}18''$ West along said Southerly line, a distance of 893.67 feet to the POINT OF BEGINNING.

BURGESS, WOOD & POOLE, P.A.

Attorneys at Law

SUITE 200, ALLAN BUILDING
303 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

GRANVILLE C. BURGESS
MARSHALL E. WOOD
WESLEY R. POOLE

PLEASE REPLY TO:

POST OFFICE BOX P
904/261-0742

November 10, 1983

Arthur I. Jacobs, Esquire
JACOBS AND MULLIN
Post Office Drawer I
Fernandina Beach, Florida 32034

Dear Buddy:

Re: Landings on Amelia

With regard to the question of a plat for Landings on Amelia, I enclose for your reference a copy of Resolution No. 675 which requires in Section 11 thereof that a plat be recorded for the PUD.

I do not think the exhibit to the Declaration of Condominium meets the requirement of the Resolution inasmuch as in addition to being a condominium the Landings is also a planned unit development.

You are, therefore, advised that no further permits can be issued until the plat is recorded.

If you have any further questions, please give me a call.

Yours sincerely,



Wesley R. Poole
City Attorney
City of Fernandina Beach

WRP:jv

Enclosure

cc: Mr. Henry Lannon

Gus H. BELL, III

May 18, 1995

Mr. Buddy Booth
City of Fernandina Beach
P.O. Box 668
Fernandina Beach, Florida 32034

Re: Agent for Amelia Landings Partnership
Fernandina Beach, Florida

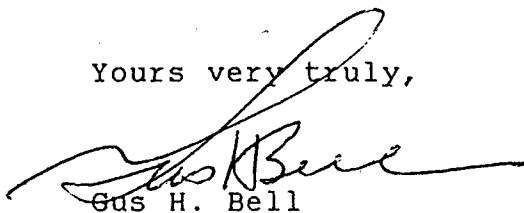
Dear Mr. Booth:

Please be advised that Mr. Harry R. Trevett and Mr. Charles L. Drace are authorized to act as Agent for me and Amelia Landings Partnership on Phase II of The Residence of Amelia Landings.

This is consistent with an agreement dated April 18, 1995 between Trevett Homes, Inc. and Amelia Landings Partnership.

If you have any questions, please advise.

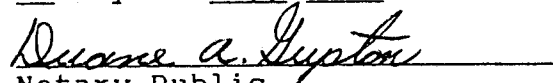
Yours very truly,



Gus H. Bell

gdg

Signed in my presence this
18th day of May, 1995.



Duane A. Gupston
Notary Public
Chatham County, Georgia
Commission Expires: 4/23/96

cc: Mr. Harry R. Trevett
Mr. Charles L. Drace

DECLARATION OF CONDOMINIUM
OF
THE LANDINGS ON AMELIA ISLAND,
A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS THAT:

Amelia Island Associates of Florida, Ltd. (the "Developer"), hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended (the "Condominium Act"), the land and all improvements now existing thereon and/or hereafter erected thereon and all equipment, furnishings, and fixtures now or hereafter located thereon (herein the "Property"), located in Nassau County, Florida, described on Exhibit "A" attached hereto and made a part hereof.

The Property and any additional property added to the condominium by amendment to this Declaration, shall hereafter be known as The Landings on Amelia Island, a CONDOMINIUM and shall be subject to provisions, restrictions, reservations, covenants, and conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, administrators and assigns.

ARTICLE I

DEFINITIONS

1.1 Association is Amelia Landings Condominium Owners Association Inc., a non-profit Florida corporation organized to administer this condominium. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".

1.2 Dwelling Unit is a Unit as defined by the Condominium Act, subject to the boundary description in Article II of this Declaration, together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a

portion of the common expenses. Unless otherwise stated, the term Unit used herein means a Dwelling Unit.

1.3 Owner is the person or entity owning in fee simple a Condominium Unit.

1.4 Condominium Property is all of the property subjected to condominium ownership.

1.5 Common Elements are all of the Condominium Property except the Dwelling Units and shall include but not be limited to:

- (a) All improvements and parts of the Condominium Property not included within a Unit, which do not serve a particular Unit;
- (b) Easements through the Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;
- (c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of the building;
- (d) All utility lines, equipment and installations which serve more than one Unit or the Common Elements;
- (e) All parking areas, driveways, sidewalks, entranceways, other means of ingress and egress or easements therefore, all as may be submitted to as a part of the Condominium Property;
- (f) All electrical appliances, apparatus and wiring, plumbing, pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes (except television cables) which are outside of the boundaries of the Units;
- (g) All personal property located on the Property used for the maintenance and operation of the

condominium and for the common use and enjoyment of the Owners except personal property owned by Unit Owners.

(h) The Association will own for the benefit of the Unit Owners up to twenty (20) tennis courts, five (5) swimming pools, four (4) racketball courts, a health club, a beach club, and such personal property as the Developer shall purchase and convey to the Association, if such facilities are built or acquired by the Developer and conveyed to the Association.

1.6 In addition to any Common Expenses set forth in the Condominium Act, or elsewhere in this Declaration, Common Expenses shall include, but not be limited to the following:

- (a) Fees and expenses of managing and administering the Association;
- (b) Expenses of landscaping and maintenance of common areas, roadways, lighting, signs and recreational facilities;
- (c) Expenses of Utility services for the Common Elements, including water, gas, electricity and sewer;
- (d) The cost of all insurance premiums on all policies of insurance, including insurance for the common areas obtained by the Association pursuant to the Act or this Declaration;
- (e) The cost of exterior maintenance to paint, repair, replace and care for roofs, gutters, downspouts, exterior stairs and halls, porches, decks and exterior building surfaces of all units, the recreational facilities, including pesticide treatment thereof, but not to include exterior maintenance of glass surfaces, doors, air conditioning systems and lighting fixtures attached to

units which is the sole responsibility of Unit Owners;

(f) Amounts determined by the Board of Directors to be reasonably required for such reserve fund or funds as the Board of Directors may, but shall not be required to, establish or maintain and for deficiencies arising from unpaid assessments;

(g) Expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

(h) Any valid charge against the Condominium Property as a whole;

(i) A pro rata share of the maintenance and operating expenses of facilities which may be deeded to the Association.

1.7 Common Surplus is all amounts held by the Association in excess of estimated current operating expenses and reserve funds.

1.8 Board of Directors is the Board of Directors of the Association which shall have the powers and duties specified in the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

ARTICLE II

DESCRIPTION OF CONDOMINIUM

The Developer is constructing the units described in Article III and Article IV hereof on the land described in Exhibit "A" hereto.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

3.1 Each unit together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of the Condominium Documents and other covenants, restrictions and easements of records. Each Owner shall be entitled to

exclusive possession of his Unit subject to the provisions of the condominium documents.

3.2 The boundaries of each Unit shall be determined as follows:

(a) The upper horizontal boundary shall be the lower surface of the unfinished ceiling of the uppermost level of each part of the Unit.

(b) The lower horizontal boundary shall be the plane or upper surface of the unfinished floor of the lowest floor level of each part of the Unit.

(c) The vertical Boundary shall be the interiors of the boundary walls of the Unit.

(d) Each Unit Owner shall also own the doors, window glass, patios, porches and decks of his Unit and any exterior air conditioning equipment appurtenant to the Unit.

ARTICLE IV

UNITS AND APPURTENANCES

4.1 Each Unit shall include an undivided interest in the Common Elements, Common Expenses, and Common Surplus of the Association, and said Common Interest, whether or not separately described, shall pass with each Unit as appurtenances whenever each Unit is conveyed. The identifying number, undivided interest in the Common Elements, Common Surplus and Common Expenses, and number of votes in the Association for each Unit within the Condominium are set forth on Exhibit "D" attached hereto and by reference made a part hereof.

The undivided interest in the Common Elements, Common Surplus, votes in the Association and liability for Common Expenses are allocated among the Condominium Units by assigning an equal share to each Unit [initially a one-thirtieth (1/30) interest per Unit]. Upon expansion of the Condominium as described hereinafter, the undivided interest in the Common Elements, Common Surplus, votes in the Asso-

ciation and liability for Common Expenses shall be reallocated among the Condominium Units on the same basis, to-wit: Each Unit shall have assigned to it an equal share based upon a fraction, the numerator of which shall be one (1) and the denominator shall be the total number of units in the Condominium including the units in the additional phase submitted under the provisions of this Declaration.

Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained, but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof. Shares of Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the Owners of Units in the Condominium or by amendment of the Declaration by the Developer in accordance with the expansion of the Condominium as a phased Condominium.

4.2 Membership in the Association. The Owner of a Unit shall be a member in the Association and shall have an interest in the funds and assets of that corporation equal to his percentage interest in the Common Elements.

4.3 Voting Rights. Each Owner shall have a vote in the Association equal to the number of dwelling Units he owns.

4.4 Easements. Each Unit shall have as an appurtenance, the following easements.

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists in any particular time.

(b) Easement through all Common Elements for ingress, egress, maintenance, repair and replacement.

(c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements and for other necessary purposes. Such access shall be only during reasonable hours except in case of emergency.

ARTICLE V

DEVELOPER'S UNITS AND PRIVILEGES

5.1 Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer (which term shall include its officers and directors) has the irrevocable power to sell, lease or rent Units to any person. Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the property and use of the Common Elements to show the Units. A sales and rental office, sales and rental signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer unless and until such time as Developer elects to convey all or part thereof to the Association.

5.2 Assessments Against Unbuilt or Unsold Units.

(a) The Developer shall not be obligated to pay, nor shall there be any assessment against any Unit until a Unit has been fully constructed and offered for sale.

(b) (1) Developer shall be exempt from payment of any Common Expenses attributable to Units owned by the Developer in each phase of the development for a period of time terminating no later than the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit in each phase occurs.

(2) The Developer shall not be obligated to pay any portion of the Common Expenses during any period of time in which the Developer has guaranteed, in the purchase agreement or otherwise, that the assessment for

Common Expenses against each Unit Owner will not increase over a stated dollar amount, and the Developer has obligated itself to pay any Common Expenses in excess of the amount collected as a result of such assessment.

(3) During the exemption period, however, the Developer may pay the portion of the Common Expenses incurred which exceed the amount assessed against other Unit Owners.

5.3 Right to Change, Divide or Combine Units. The Developer reserves the right to change the interior design and arrangement of, and to divide or combine one or more Units or portions thereof at any time prior to the sale of such Units by the Developer, provided that the share of the Common Elements, Expenses and Surplus applicable to such divided or combined Units shall include all of the shares of ownership interest in the Common Elements and Surplus attributed to the Units affected.

5.4 Easement for Access and Utilities. The Developer expressly reserves a perpetual easement for ingress and egress for all utility installation and maintenance over, across and under all the roadways and parking areas as shown on the property described on Exhibit "A".

5.5 Developer's Right to Manage. When Unit Owners other than the Developer own fifteen (15%) per cent or more of the total number of Units to be constructed in the Condominium, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(a) Three (3) years after fifty (50%) per cent of the total number of Units in all phases to be constructed in the Condominium have been conveyed to Purchasers;

(b) Three (3) months after ninety (90%) per cent of the total number of Units in all phases to be constructed in the Condominium have been conveyed to Purchasers;

(c) When all the Units to be constructed in all of the phases of the Condominium have been completed, some of them have been conveyed to Purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to Purchasers and none of the others in any phase of the Condominium are being constructed or are being offered for sale or presale by the Developer in the ordinary course of business;

(e) All of the above, whichever occurs first.

In any event, Developer shall be entitled to elect at least one (1) member of the Board of Administration of the Association so long as the Developer holds for sale or presale in the ordinary course of business at least five (5%) of the total number of Units to be constructed in the Condominium.

5.6 Prohibited Actions. So long as the Developer is the Owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessments of the Developer as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a uniform increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed detrimental.

ARTICLE VI

THE ASSOCIATION

6.1 Duties. The Association shall administer, manage, maintain and repair the Condominium and the Condominium Property (except for the portions of Units to be maintained and repaired by Owners).

6.2 Members and Voting. All persons owning a vested interest of record in the fee title to any Condominium Unit shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Unit is terminated. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

6.3 Powers. Each owner shall be entitled to one vote in the Association for each Condominium Unit owned by him, which shall be exercised only by that Owner or his proxy. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event a Unit is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association and signed by all joint owners of the Unit or by an authorized agent of the corporation or other entity. The Association has all of the rights and powers available to a non-profit corporation under the laws of the State of Florida, the powers in the Condominium Act, and the rights, powers and duties created by this Declaration.

6.4 Expenses. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

ARTICLE VII

MAINTENANCE ALTERATION AND REPAIR

The responsibility of the maintenance and repair of the Condominium Property shall be as follows:

7.1 Association. The Association shall maintain, repair and replace:

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building, the outside walls, floor and ceiling slabs, load bearing walls, and floor slabs of patios, and all fixtures on the exterior.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, except those facilities which are the responsibility of the Owners to maintain, and all facilities contained within a Unit that service parts of the condominium other than Units in which they are contained.

(c) All balconies.

(d) All other items which the Board of Directors of the Association determines shall be maintained, repaired or replaced by the Association in accordance with uniform policies, consistently applied.

The Association shall have access to each Unit during reasonable hours as may be necessary for repair or maintenance of any Common Elements located therein or accessible therefrom and shall have such rights of access in emergencies as are necessary to prevent damage to a Unit or to the Common Elements.

7.2 Owner. The Owner shall:

(a) Maintain, repair and replace all portions of each Unit except the portions to be repaired and replaced by the Association. The areas to be maintained by the Owners shall include but not be limited to:

(1) Heating and air-conditioning equipment within the Unit and the ducts, pipes, wiring, controls, and other apparatus serving only

that Unit, even though located outside the Unit boundary.

(2) All kitchen and bathroom fixtures, apparatus and equipment.

(3) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even though located outside the Unit boundary.

(4) All doors within the Unit including those which open to the Unit from an entrance-way or the outside, interior walls and partitions, wall decorations and built-in furniture, windows, and window apparatus and glass, sliding glass doors, screens and screen supports.

(b) Not install any mechanical equipment which causes annoyance to the occupants of other Units.

(c) Not paint or otherwise decorate or change any portion of the exterior of the building including balconies.

(d) Not divide or subdivide any Units into a smaller Unit, nor sell, lease, rent or otherwise transfer any portion of any Unit. No structure of a temporary character, trailer, basement, tent, shack, carport or other outbuilding shall be erected or used as a residence or for any other purpose on any portion of the Condominium at any time.

(e) Not obstruct any portion of the Common Elements, nor store anything in the Common Elements without the prior written consent of the Board of Directors.

(f) Not do or keep anything in any unit or in the Common Elements which will increase the rate of insurance on the Condominium or any portion thereof, without the prior written consent of the Board of Directors. No Unit Owner

shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any portion thereof, or which would be in violation of any law. No waste shall be committed on the Common Elements.

(g) Not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any portion of the Condominium, and no sign, awning, canope, shutter or radio or television antenna shall be affixed to or placed on the exterior walls or doors, roof, patios or balconies, or any part thereof or expose on or at any window, without the prior written consent of the Board of Directors.

(h) Not place any "for sale", "for rent" or "for lease" signs on any part of the Condominium or on any Unit therein which do not conform to such regulations which specify size, shape, color, and placement as may be adopted by the Board of Directors, and in no event will any sign be larger than one (1) foot by two (2) feet. No window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit therein. Provided, however, that the Developer and its duly authorized agents, representatives and employees shall have the right to maintain advertising and for sale signs on the property so long as Developer owns any Condominium Unit for the purpose of sale.

(i) Not place any garbage cans in the Common Elements, except as may be of a design and at a location approved by the Board of Directors.

(j) Not plant or garden or erect or maintain fences, hedges or walls within the Common Elements except as the Board of Directors, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances and passageways shall be obstructed, encumbered or used other than for the ingress and egress to and from Units. These restrictions are for the mutual benefit, safety and protection

of all Owners and Unit residents and visitors.

(k) Abide by such restrictions, rules and regulations governing the use of the Condominium Property as are deemed necessary to insure the protection and beneficial enjoyment thereof by all the Owners as such restrictions, rules and regulations are promulgated and published by the Board of Directors.

(l) Promptly report to the Association any defects or need for repairs for which the Association is responsible.

If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such repairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have a lien for such expenses upon that Owner's Condominium Unit.

7.3 Alterations and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration or additions or removals in the portions of a Unit that are to be maintained by the Association or do anything that will jeopardize the safety or soundness of the building or impair any easements without first obtaining approval in writing of the Board of Directors. A copy of plans for such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, the cost of which exceeds \$5,000.00. Alteration, additions or removals to the Common Elements may be made only upon approval of the Board of Directors.

7.4 Reconstruction or Repair After Casualty.

(a) Damage or Destruction to Condominium Units. In the event of damage to or destruction of any Unit, the Association

shall cause the same to be restored, and any funds required for such restoration in excess of the insurance proceeds attributable thereto shall be paid by the Unit Owner of such Unit; provided, however, that in the event the Unit Owner of such Unit together with the Unit Owners of other Units to which two-thirds (2/3) of the votes in the Association appertain, agree not to restore such Unit, the same shall not be restored and the entire undivided interest of the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their undivided interest in the Common Elements, and the remaining portion of that Unit shall thenceforth be a part of the Common Elements. Votes in the Association and liability for future Common Expenses shall thereupon appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association and liability for Common Expenses, respectively.

(b) Damage or Destruction to Common Elements. In the event of any damage or destruction to Common Elements and not to any portion of any Unit, the portion of the Common Elements damaged or destroyed shall be repaired or restored unless the Board of Directors vote not to repair or restore. The Board of Directors shall hold any insurance proceeds paid in connection therewith, provided for the repair or restoration, impose any special assessments if the insurance proceeds are insufficient to cover the cost thereof and determine the disposition of any excess proceeds if the insurance proceeds exceed the cost of repair or restoration or if no repair or restoration be undertaken.

ARTICLE VIII

INSURANCE

The Association shall obtain and maintain policies of insurance covering the Condominium Property and the real property of the Unit Owners. Subject to the following, the Board of Directors shall have discretion in obtaining such policies:

8.1 Casualty Insurance. The Association shall obtain casualty insurance covering all buildings, improvements and personal property included in the Common Elements in an amount equal to its maximum insurance value with deductible provisions against loss or damage by fire and other hazards covered by standard fire and extended coverage policies and such other risks including, but not limited to, flooding, vandalism and malicious mischief and such other insurance for the Association as is desirable.

8.2 Public Liability Insurance. The Association shall obtain insurance insuring the Association and each Owner against liability for accidents occurring on any of the Condominium Property.

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums caused by use of a Unit for purposes other than as a residence, or by misuse, occupancy or abandonment of a Unit shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to Owners or mortgagees.

8.4 Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association and the Unit Owners. The Association shall hold the proceeds it receives in trust, to be distributed as provided herein.

8.5 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lienholder and for each Owner of any other interest in the Condominium Property to adjust all claims affecting the Common Elements arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

8.6 Notice of Actions. If any action shall be brought against the Association which might result in a judgment for an amount greater than the insurance coverage carried by the

Association, then the Association shall promptly notify the Unit Owners and they shall have the right to intervene and defend their interest.

ARTICLE IX

COMMON EXPENSES: ASSESSMENTS AND LIENS

9.1 Common Expenses. Each Unit Owner shall pay his portion of the Common Expenses for the Condominium and the Association. Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by the Florida Condominium Act, the Declaration, the documents creating the Condominium, or the Bylaws. In addition the allocation for shares of liability for normal Common Expenses:

(a) Any expenditures by the Association benefiting fewer than all of the Units shall be specially assessed equitably among all of the Condominium Units so benefited;

(b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units shall be specially assessed against the Condominium Unit or Units, the conduct of any occupant, licensee or invitee of which occasioned any such Common Expenses;

(c) Any expenditures by the Association which benefit all of the Units but which significantly benefit some Units more than others shall be assessed equitably among all of the Condominium Units on the basis of value of such benefit.

9.2 Budget. The Board of Directors shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses; provided, however, that so long as the Developer is in control of the Board, it shall not, without the consent

of a majority of Unit Owners, impose an assessment for any year which is greater than one hundred fifteen (115%) per cent of the amount for the previous fiscal year.

9.3 Payment. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable to the Association in twelve (12) equal monthly installments in advance unless some other less frequent payment schedule is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Directors may levy special assessments against Unit Owners in proportion to their share of the Common Expenses. In addition, the Board of Directors may assess Owners for certain expenses attributable solely to their Unit. Such assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Directors.

9.4 Liens and Late Charges. Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Directors and shall entitle the Association to an attorney's fee in the collection thereof. The Association shall have a lien on each Condominium Unit as provided in Section 718.116, Florida Statutes, and any amendments thereto for any assessment, interest, late charge, expenses, and attorney's fees provided for in this Declaration. Such liens shall not attach until a notice of lien is recorded in the public records of County in which the Property is located, and a copy thereof is furnished to the record Owner of the Condominium Unit. In addition, the Association shall have all other remedies provided by the Condominium Act and other applicable laws for the collection of the above, or the enforcement of its lien. The Board of Directors may require Owners to maintain a minimum balance on deposit with the Association for working capital and other contingent expenses.

9.5 Assessment at Closing. At the time of initial conveyance of a Unit by Developer, the Purchaser thereof shall pay to the Association the pro rata assessment and, as a special assessment, an amount equivalent to the earned premium of the insurance for such Unit for the then current insurance premium year.

ARTICLE X

USE RESTRICTIONS

The Condominium Property shall be used for residential purposes only, subject to the following:

10.1 Lawful Use; Nuisances. All Owners and occupants of Dwelling Units shall comply with all applicable laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property. No nuisances shall be allowed on the Condominium Property, nor any use or practice which annoys or interferes with residents. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall make or permit any use of his Condominium Unit which will increase the rate of insurance upon the Condominium Property.

10.2 Dogs and Other Pets. Dogs, cats and other pets shall be prohibited.

10.3 Parking. All parking areas and all driveways shall be used only for parking and driving. No boats, trailers, trucks or recreational vehicles may be kept or stored in any such areas without the prior written approval of the Association. There shall be at least one parking space in a convenient location reserved for handicapped persons.

10.4 Residential Use. Each Unit is hereby restricted to use by its Owner, the Owner's family, servants and guests, tenants or leasees, as a residence only and shall in no event be used at any time for any purpose other than residential

purposes. The rental or leasing by an Owner of his Unit for residential purposes shall not be prohibited, regardless of the term of occupancy.

The Developer and its duly authorized agents, representatives and employees shall have the right to maintain a sales office and model units on the Condominium Property so long as Developer owns any Condominium Unit for the purpose of sale.

10.5 Rules and Regulations. The Board of Directors shall adopt reasonable rules and regulations for the use of the Condominium Property which may be amended from time to time, provided that the rules and regulations do not conflict with this Declaration or the Bylaws of the Association. The Association shall furnish copies of the rules and regulations to all Owners and residents of the Condominium. The Board of Directors may enforce the regulations by reasonable means including imposing fines which shall become assessments against the Unit Owners. All Owners and residents shall abide by the rules and regulations and Bylaws of the Association. The Board of Directors or its designated agent shall have the right, without a breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the regulations of the Association.

ARTICLE XI

AMENDMENTS TO DECLARATION

By recorded supplement, this Declaration may be amended or modified for the purpose of clarifying any provisions hereof, provided that no such modification shall change the substantive provisions hereof or materially alter the rights of any Owner or other developer established hereunder:

11.1 By the Developer until such time as the Developer shall have relinquished control of the Association as provided herein above; and thereafter,

11.2 By the affirmative action of two-thirds (2/3) of the votes of the Association at a meeting called and held in the manner prescribed by the Bylaws for amendments thereof.

ARTICLE XII

TERMINATION

The Condominium may be terminated in the following ways:

12.1 Destruction. In the event it is determined pursuant to Article VII, Paragraph 4A, that the Condominium buildings shall not be reconstructed, the Condominium will be thereby terminated without agreement of the Owners and mortgagees or record.

12.2 Agreement. The Condominium may be terminated by the approval in writing of all of the Owners and mortgagees of record.

12.3 Certificate. The termination of the Condominium in any of the foregoing ways shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective on being recorded in the public records.

12.4 Shares of Owners After Termination. After termination of the Condominium, the Owners shall own the Condominium Property and all assets of the Association, including the right to insure proceeds, if any, as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided shares in Common Elements appurtenant to the Owners' Units prior to the termination. Following termination, any Owner may request distribution to him of his proportionate share in all liquid assets of the Association, but Owners shall not have the right to partition the Property and by their acceptance of this Declaration shall be deemed to have waived such right to partition.

ARTICLE XIII

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, paragraph, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, Bylaws or Regulations of the Association, or any other document governing the Condominium shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this _____ day of _____, 1982.

AMELIA ISLAND ASSOCIATES OF
FLORIDA, LTD.

By: _____
General Partner

Signed, sealed and delivered
in the presence of:

Witness

Notary Public,

Fernandina Beach, Florida

August 2, 1982

Mayor Charles L. Albert, Jr.
Vice-Mayor J.C. Mottayaw, Jr.
Commissioners Greg Haddock, Ronald Sapp, Ben Sorensen

The Fernandina Beach Planning Advisory Board (the Board) recommends to the City Commission that R2 Planned Unit Development zoning be granted for a property to be known as "The Landings on Amelia Island", said property to be developed by Amelia Island Associates of Florida, Ltd. (the developers), a Florida partnership. The property is presently zoned R2.

The Board's approval of the project carries with it the following conditions:

PERMITS The project is planned to be developed in nine phases as outlined in Exhibit I and on the phased plot plan map, both of which are attached. Each phase shall be presented to the Board for review and Board recommendations to the appropriate City departments concerning the issuance of permits for the next phase. Given some reliable data on the impacts on traffic, internal parking, storm water discharge, and sanitary sewers developed toward the end of the fourth phase (36% of the dwellings completed), a more thorough review will be undertaken prior to proceeding with the permits for Phase V and later phases of the project.

INTERIOR PARKING Interior parking shall be at least 1.75 parking spaces per dwelling unit, exclusive of other parking spaces related to non-dwelling units and areas. This requirement will be monitored by the Board before each project phase.

ENVIRONMENT The developers shall comply with all State and local environmental requirements.

SANITARY SEWERS Although City officials have indicated that the present sewage treatment plant can accommodate 180 dwelling units of the 480 proposed for this project, no construction should be granted until the developers and the City

The Landings on Amelia Island Project

have entered into a binding agreement for the developers to pay impact fees. The City Manager's letter of recommendations to the Board, a copy of which is attached, should be read in context.

The following comments by the Board are directed principally to the external impacts likely from the approval of this project. They are as follows:

TRAFFIC The traffic study done for the developers states: "Planning judgment would dictate that as the development entered Phases V-VI (240 to 300 units), minor widening of Sadler Road within the existing right-of-way, to allow a left turn lane and a west bound through traffic run-around lane should be seriously considered." At the July 26 meeting of the Board Mr. Stephen Friedman stated that the developers would be willing to pay for these alterations to Sadler Road. At the same meeting Mr. Dick King, Nassau County Engineer, stated that he would like this alteration to be made during Phase IV.

Because of the magnitude of this project, the Board recommended that these alterations be done as a part of Phase I of the project. The developers agreed to this recommendation at the July 31 meeting of the Board.

When Mr. King discussed traffic with the Board on July 26 he also stated that the intersection of Sadler Road with South Fletcher "does not meet design standards now" and needs to be re-worked. The developers' traffic study does not support this conclusion; however, it indicates a present VC ratio of .57, which will rise to a .68 ratio (a 19% increase) at the build-out of the project. The Board recommends that the City begin immediately to work with the County Engineer to develop and implement a re-design of this intersection which responds to the present deficiencies and to likely future problems. Although the project will contribute to this problem, the problem existed before this project was ever proposed, and the developers should not be expected to contribute toward funding the solution, nor does the Board recommend that the re-design of the Sadler/Fletcher intersection delay the start of this project.

The Landings on Amelia Island Project

STORM WATER DISCHARGE Concern was expressed at the Board's July 29 public hearing regarding the ability to accommodate the storm water discharge from this project without affecting adjacent properties. The developers have submitted that approximately 40% of the 40 acres devoted to the project will be covered by streets, parking areas, buildings, swimming pools, tennis courts, etc.; thus, the potential storm water runoff equates approximately to that of a 16 acre hard surfaced area.

Extreme caution should be exercised to insure that the developers' drainage plan conforms to applicable State regulations and the requirements of the City's Public Works Department.

SCHOOLS The impact on school population of the Landings project is likely to be minor. Because of the seasonal resort, sport orientation of the project, the 40% permanent resident estimate by the developers appears to be high. With half of the 440 units of the developers' Fiddlers Cove project on Hilton Head Island completed, there are five permanent residents and approximately 50 renters on a more or less long term basis. Unit dwelling prices are likely to discourage low, lower middle, and, possibly, middle income families from purchasing. Couples who are both employed may be attracted to the project.

CONSTRUCTION The developers' projects, Fiddler's Cove at Hilton Head Island and Lighthouse Point at Tybee Island, were visited to assess the quality of construction. The Lighthouse Point dwelling units are essentially equivalent to what the developers plan to build in Fernandina. They are "stick built" and appear to be equal in quality to similar construction now going on here, and superior to some recent local modular construction.

REGIONAL IMPACT The developers have applied to the State Department of Veterans and Community Affairs for exemption from a "Development of Regional Impact" study. When this was discussed last with the Board, a response from the State agency was expected within one month. A copy of the developers' application should be requested.

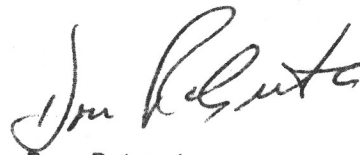
The Landings on Amelia Island Project

ECONOMIC IMPACT The developers estimate that the City will receive ad valorem tax revenues from the Landings project ranging from \$23,000 in 1984 to \$501,000 in 1989. Construction employees are estimated to be 75 to 100 during all building phases, and service employees of the project at completion are estimated at 120 to 140.

Assuming 60% occupancy year-round of the 480 units, the developers project annual expenditures by tourists, other than for rent, of approximately \$6,000,000.

Even if these estimates are optimistic by a factor of two the economic impacts are considerable. These should be measured against the largely imponderable social impacts of the introduction into Fernandina of what is essentially a new type of industry.

GENERAL COMMENT This project is the largest of its kind ever undertaken in the City. The developers have been very cooperative in explaining the project plan to the Board and modifying the project plan responsive to Board recommendations. It appears to be a well planned project.



Don Roberts
Chairman, Planning Advisory Board

Attached: Exhibit I, Proposed Phasing Schedule
Phased Project Plan
July 19, 1982 letter from City Manager

EXHIBIT I

THE LANDINGS ON AMELIA ISLAND

PROPOSED PHASING SCHEDULE

<u>Phase</u>	<u>Units in Phase</u>	<u>Total Units</u>	<u>Projected Completion Date</u>
I	30	30	3/83 - 11/83
II	30	60	8/83 - 4/83
III	54	114	4/84 - 12/84
IV	60	174	2/85 - 10/85
V	60	234	12/85 - 8/86
VI	60	294	7/86 - 3/87
VII	54	348	3/87 - 11/87
VIII	60	408	1/88 - 9/88
IX	72	480	12/88 - 8/89

AMENITIES

Phase I: Swimming Pool, 3 Clay Tennis Courts, Tot Lot, Walkway to beach.

Phase II: Beach Cabana

Phase III: Swimming Pool, 4 Clay Tennis Courts, Children's Recreation Area,
Health Club, 2 Racquetball Courts

Phase IV: 5 Clay Tennis Courts including championship court

Phase VI: Swimming Pool, 4 Clay Tennis Courts

Phase VII: Children's Play Area

Phase VIII: Children's Play Area

Phase IX: Swimming Pool, 4 Clay Tennis Courts

City of Fernandina Beach

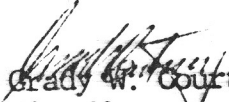
Mr. Don Roberts, Chairman
Planning Advisory Board
July 19, 1982 - Page 2

a key to such gate other than the owner.

We feel the concept is good but will be watching the stages of development with a great deal of interest.

Sincerely,

CITY OF FERNANDINA BEACH


Grady W. Courtney
City Manager

GWC/mjl

cc: Henry Lamon, Building Official
Jim Higginbotham, Public Works Director
James A. Graves, Fire Chief

August 2, 1982

Mayor Charles L. Albert, Jr.
Vice-Mayor J.C. Mottayaw, Jr.
Commissioners Greg Haddock, Ronnie Sapp, Ben Sorensen

At the Planning Advisory Board meeting on July 31 with the developers of "The Landings on Amelia Island" project the Board expressed its concern that the City follow parallel procedures in changing zoning plans and the Comprehensive Land Use Plan. The developers requested that this concern be addressed in a separate letter to the Commission, and the Board agreed to do so.

The text read at the July 31 meeting of the Board is as follows:

CHANGES IN ZONING AND COMPREHENSIVE LAND USE PLAN

The Landings application for a P.U.D. with a density of 12 dwelling units per acre exceeds the average density prescribed in the Comprehensive Land Use Plan. This is also true of the Forest Ridge P.U.D. previously approved for the ten acres south of the proposed site for the Landings.

FLORIDA STATUTES

Section 163.3194 Legal status of comprehensive plan.- states:

"(1) After a comprehensive plan or element or portion thereof has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted. All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan or element or portion thereof."

It appears from the above that the City's comprehensive plan should have been amended at the time the Forest Ridge P.U.D. was approved. Perhaps that amendment can be combined with the amendment for the Landings project if it is approved.



James A. Bartelt
Secretary, Planning Advisory Board

Enclosure: APPLICATION OF DEVELOPER ~~FOR DEVELOPMENT~~
REGARDING APPLICATION TO REZONE
TO PLANNED UNIT DEVELOPMENT CLASSIFICATION

14 EAST STATE STREET, LTD.

14 EAST STATE STREET
SAVANNAH, GEORGIA 31412

ERWIN A. FRIEDMAN
LEROY MOORE
MURRAY S. MARSHALL
MICHEAL E. YATES
STEVEN R. GRETENSTEIN
STEPHEN S. FRIEDMAN ✓
DIANNA L. BEAUDRY
KATHERINE H. WHITE
JUDITH J. WAY
JUDY CARLTON
DEBORAH A. WELSH

PLEASE REPLY TO
POST OFFICE BOX 10105

AREA CODE 912
TELEPHONE 238-0370

July 12, 1982

THE LANDINGS ON AMELIA ISLAND A Beach and Racquet Resort

STATEMENT OF DEVELOPER REGARDING APPLICATION TO REZONE TO PLANNED UNIT DEVELOPMENT CLASSIFICATION

A. An Overview

Carefully nestled among 45 acres of rolling dunes, spectacular foliage and tropical vegetation, THE LANDINGS ON AMELIA ISLAND is destined to be one of Fernandina Beach's premier resort communities. The development will be located on a tract of land bounded on the north by Sadler Avenue and on the east by First Avenue. THE LANDINGS will be developed by Amelia Island Associates of Florida, Ltd., an affiliate of 14 East State Street, Ltd. Both the company and its principals have enjoyed considerable success in recent years with similar projects on Hilton Head Island, South Carolina and on Tybee Island, Georgia. Enclosed herewith is a brief summary of the company, its principals, and the previous developments.

B. General Planning Considerations

Many months of careful planning and study have gone into the creation of the development plan for THE LANDINGS. In particular, great attention was paid to the impact that the development would have on the City of Fernandina Beach and Nassau County. Analysis of the available information allows the applicant to draw the following conclusions:

- (1) The development of THE LANDINGS will have a substantial positive impact on the City of Fernandina Beach. In addition to enhancing the city's tax base, the development will result in the creation of numerous employment opportunities for local residents, both during construction and upon completion, as an on-going resort operation.
- (2) The development as it is designed will not cause increased expenditures of public revenues for the construction or maintenance of public utilities

or other facilities and services. The development will be a wholly self-contained resort, with villa owners paying a monthly property owners' fee for the maintenance of all streets, recreational facilities, landscaped and other common areas within the Project.

- (3) The development is designed to direct the majority of its traffic onto Sadler Avenue, a main arterial connector with Highway ALA. There will be little or no additional traffic generated along local streets or in residential neighborhoods outside of the Planned Unit Development.
- (4) The development has been carefully planned and designed to preserve and protect the natural topography and vegetation existing on the property.
- (5) Buildings in the development have been situated to take full advantage of natural air flow, sun angle, and view.

C. The Master Development Plan

THE LANDINGS consists of separate tracts of land, which by design have been carefully integrated into one master development plan. The following is a brief description of each tract and the use associated with each:

- (1) Tract 1 consists of 4.30 acres located along the southern boundary of Sadler Avenue. On this property, the developer will construct a permanent Sales/Guest Reception Center. When completely finished, this building will be used to house the sales office and display area, a guest reception and check-in center, a condominium association office, a property management office, a developer/project manager's office, and a meeting/recreation room for villa owners. This parcel will also contain the development's entranceway and security station, as well as a maintenance and service building. The security station will be staffed 24 hours a day to ensure the safety and privacy of villa owners and the entire project.
- (2) Tract 2 consists of 3.0 acres also located along the southern boundary of Sadler Avenue and directly west of the property described above. This property has been reserved for future development, including such ancillary commercial, operational and service oriented uses as may be desirable and permissible for the development.
- (3) Tract 3 consists of the 40 acres of property on which the residential and recreational development will take place. It partially adjoins and is directly south of Tracts 1 and 2. On this property there are planned to be 480 2 bedroom/2 bathroom villas, together with 20 fast-drying clay tennis courts, 4 or 5 outdoor swimming pools, 4 children's play areas, 2 indoor racquetball courts, a health club with sauna, whirlpool and indoor lap pool, and a fitness trail. Average density on this property will be

1900

12 villas per acre. As part of the commitment to ensure the preservation of the natural environment, over 4 acres on this tract is being permanently set aside for use as a nature preserve with botanical walks and fitness trails. The nature preserve will be separated from the remainder of the tract by a large landscaped lagoon.

- (4) Tract 4 consists of a 100' X 225' beach front lot located approximately 3/4 of a mile south of THE LANDINGS on Fletcher Avenue. On this site the developer proposes to construct a beach cabana for the use of all LANDINGS villa owners. Though the plans for the cabana have not been finished, it is anticipated that it will consist of changing rooms with showers, an open deck area, an enclosed lounging area, and a boardwalk over the dunes to the beach.
- (5) Tract 5: Though not presently contained in this Planned Unit Development classification, the applicant controls an additional 33-acre tract adjoining and directly west of Tract 3. It is applicant's intention to incorporate this land into the present development at some future date when market conditions permit. At such time, applicant would intend to submit a development plan for that tract consistent and compatible with that being submitted herewith.

D. Phased Development Plan

It is applicant's present intention to develop THE LANDINGS in 9 phases, the first two phases consisting of 30 villas each, and the remaining 7 phases consisting of an average of 60 villas each. While the submitted Master Plan accurately reflects applicant's development plan, applicant reserves the right to alter or amend that plan in the future in a manner consistent therewith. Applicant further reserves the right to alter or vary the size or design of the villas and the sequence in which they are constructed. Applicant will submit final construction drawings, specifications, and plans prior to construction of any phase within the development.

City of Fernandina Beach

Amelia Landings

Post Office Box 668
204 Ash Street
Fernandina Beach, FL 32034
904/261-4492

OFFICE OF
FIRE CHIEF

TO: HENRY J. LANNON, BUILDING OFFICIAL

FROM: JAMES A. WILLIAMS, FIRE MARSHAL *JAW*

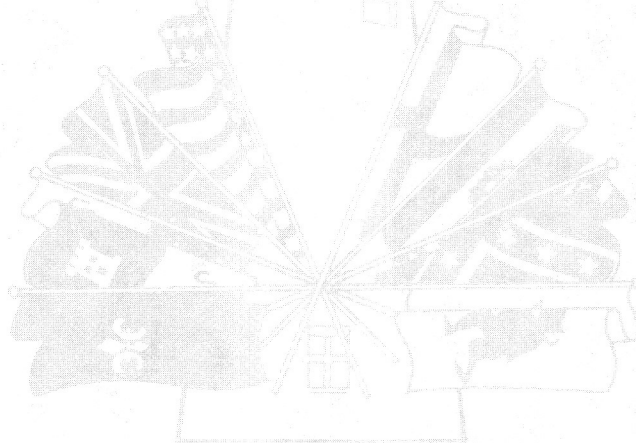
DATE: DECEMBER 21, 1988

RE: SITE PLANS FOR PHASE I - AMELIA LANDINGS

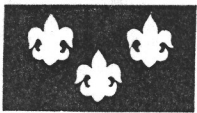
The site plans for the above mentioned project has been reviewed by this office and the following recommendations were made:

1. The fire hydrant that is to be relocated to Ketch Court, should be relocated to the intersection of Off Shore Drive and Ketch Court as indicated on the plans.
2. The street name of Ketch Court should be renamed due to the conflict of a condo on S. Fletcher Avenue having the same name.

JAW/cc



* FRANCE



1562 - 1597

SPAIN



1597 - 1735 1748 - 1763

1783 - 1821

GREAT BRITAIN



1736 - 1748 1763 - 1783

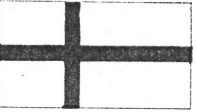
PATRIOT'S FLAG



SALUS POPULI LEX SUPREMA

1812

GREEN CROSS OF FLA



1817

MEXICO



1817

CONFEDERATE



1861 - 1862

UNITED STATES



1821 -

City of Fernandina Beach, Florida

OFFICE OF BUILDING OFFICIAL

M E M O R A N D U M

TO: Planning Advisory Board

FROM: *Henry J. Lannon as*
Henry J. Lannon, Building Official

DATE: March 10, 1988

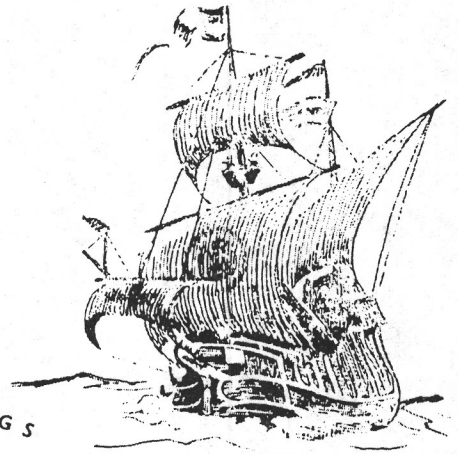
SUBJECT: Amendment to Amelia Landings PUD

In attendance: Ferris B. Jones, Bob Cole, Jim Higginbotham,
Gail Russell and Henry J. Lannon

The plans to amend the Amelia Landings PUD were reviewed again and after considerable discussion, the Staff unanimously approved this plat with the following provisos:

1. That the Fire Department review fire hydrant locations.
2. That the developers get with Jim Higginbotham and work out a written agreement on the sewers.
3. There was concern over the size of some of the lots in some sections.

HJL/cs



THE ISLE OF EIGHT FLAGS

HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

March 9, 1988

Mr. Henry Lannon
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida

AMELIA LANDINGS
SINGLE FAMILY DEVELOPMENT

Dear Mr. Lannon:

Please find enclosed revised plans showing that the entrance road from First Avenue has been included in Phase I as you requested. We are in the process of locating architectural elevations to use as examples of homes that may be located on the small lots. The developer intends to sell the small lots individually, and the owner of the lot will choose what the home may look like. There will be sideyard setbacks so no homes will adjoin.

Since the developer has no intention of selling houses on the lots and desires to sell only lots it may be misleading to represent an architectural style of the small lot homes. Therefore, we would like to refrain from submitting architectural elevations to the Planning Advisory Board.

It is very important that this project be reviewed at the Planning Advisory Board Meeting Wednesday March 16, 1988. Any help you can give in assisting us with the review of the project would be greatly appreciated.

If you should have any questions or require additional information, please call.

Sincerely,

Linder S. Suthers

LINDER S. SUTHERS

cc: Mr. G.H. Bell Mr. Taylor Edwards
 Mr. Robert Onorato

329 COMMERCIAL DRIVE • P.O. BOX 14247 • SAVANNAH, GEORGIA 31416-1247
(912) 354-4626 • TELEX: 804765 HGB SAV • TELEFAX: (912) 354-6754

ROY HUSSEY
BENJAMIN E. GAY
GUS H. BELL
RICHARD B. DEYOUNG

HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

February 29, 1988

Mr. Henry Lannon
Building Official
City of Fernandina Beach
P.O. Box 668
Fernandina Beach, Florida 32034

AMELIA LANDINGS
AMENDMENT TO EXISTING P.U.D.

Dear Mr. Lannon:

Please find enclosed revised master plans reflecting changes requested from the staff review of the referenced project on February 19, 1988. The following items have been revised:

1. First Avenue Extention will be paved for the length of the property as part of Phase I.
2. All roads have been named.
3. A recreational Site I.E. ball field and area for children to play has been located on site.
4. The dead end "T" streets have been changed to cul-de-sacs. The pavement radius of all cul-de-sacs has been revised to the required 50' radius.
5. The sewer force main along Sadler Road can be relocated and extended to tie into the existing lift-station behind Shoneys Inn.

This information should aid you in your review of the referenced project. We understand this project is set to be reviewed before the planning advisory board on Wednesday March 2, 1988 at 7:30 P.M.

If you should have any questions or require additional information, please call.

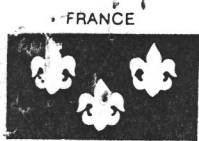
Sincerely,

Linder S. Suthers

LINDER S. SUTHERS
ENCLOSURE

CC: Mr. Robert Onorato , Mr. Gus Bell
Mr. Taylor Edwards

ROY HUSSEY
BENJAMIN E. GAY
GUS H. BELL
RICHARD B. DEYOUNG



1562 - 1597

SPAIN



1597 - 1735 1748 - 1763

1783 - 1821

GREAT BRITAIN



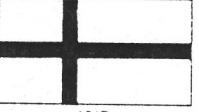
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PATRIOT'S FLAG



1812

GREEN CROSS OF FLA



1817

MEXICO



1817

CONFEDERATE



1861 - 1862

UNITED STATES



1821 -

City of Fernandina Beach, Florida

OFFICE OF BUILDING OFFICIAL

MEMORANDUM

TO: Amelia Landings (New PUD)

FROM: Henry J. Lannon, Building Official *H.J.L.*

DATE: February 19, 1988

SUBJECT: Amelia Landings (New PUD or Amendment to Existing PUD)

In attendance: F. B. Jones, Jim Higginbotham, Gail Russell, Kenneth Gaines, Bob Cole and Henry J. Lannon

The aforementioned PUD was reviewed and the Staff recommended the following:

1. First Avenue Extension be paved for the length of the property in Phase I. Part of this paving is now in Phase II but should be changed to be a part of Phase I.
2. Names and/or roads should be named.
3. More recreational areas are needed. Parcels 102 and 103 should be considered as recreational areas.
3. Parcels 8 and 9 should be converted so a dead end street can be changed to a cul de sac.
6. Off site drainage system needs to be done with Phase 1.
7. Mr. Wesley Poole, City Attorney, should be contacted to see if this should be a new PUD or an amendment to the original PUD.
8. All property owners in original PUD including the beach front property owners (in original PUD) must be a part of this new PUD or amendment.



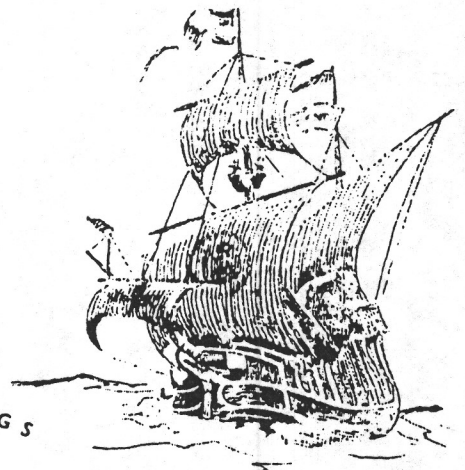
THE ISLE OF EIGHT FLAGS

Page 2
Amelia Landings (New)

9. Pressure mains should be part of PUD conditions. Two force mains are needed. Lines needs to be re-sized (larger) on Will Hardee Road.
10. Sewer force main connection to be relocated before Phase I is initiated.

HJL/cs

THE ISLE OF EIGHT FLAGS



City of Fernandina Beach

Florida 32034

OFFICE OF
BUILDING OFFICIAL

MEMORANDUM

TO: GRADY W. COURNEY, CITY MANAGER
FROM: *Henry J. Lannon*
HENRY J. LANNON, BUILDING OFFICIAL
DATE: OCTOBER 11, 1983
RE: PREVIOUS CONVERSATION RELATING TO DENSITY AND IMPACT
CHARGE FOR THE LANDINGS ON AMELIA ISLAND A PUD

In trying to determine density per acre for the Planned Unit Development known as The Landings on Amelia Island I contacted Jerry Greeson, Clerk of the Circuit Court for a certified copy of the plat filed with his office for the aforementioned project.

Mr. Greeson informed me on October 7, 1983, no plat has ever been filed on this project.

This is in direct violation of City Ordinance and Resolution #675, Section II.

"Developer shall, prior to any contract for sale for the first residential unit, record a plat of the lands encompassed by the PUD in accordance with Chapter 20 of the Code of Ordinances of the City of Fernandina Beach."

BURGESS, WOOD & POOLE, P.A.

Attorneys at Law

SUITE 200, ALLAN BUILDING

303 CENTRE STREET

FERNANDINA BEACH, FLORIDA 32034

GRANVILLE C. BURGESS

MARSHALL E. WOOD

WESLEY R. POOLE

SARA P. JONES

CERTIFIED LEGAL ASSISTANT

FRANCES G. WILCOX

CERTIFIED LEGAL ASSISTANT

PLEASE REPLY TO:

POST OFFICE BOX P
904/261-0742

February 15, 1988

Henry J. Lannon, Building Official
City of Fernandina Beach
Post Office Box 668
Fernandina Beach, FL 32034

Dear Mr. Lannon:

The Amelia Landings Property Owners Association, Inc., which I represent, has requested that I write to you concerning the subdivision being proposed and developed by Amelia Landings Company.

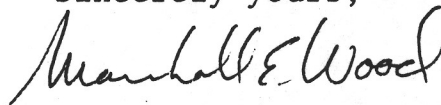
The Association, through members of its Board of Directors, has had an opportunity to review the proposed development and desires to make known to you its concurrence in that plan and its general approval thereof. The Association is pleased at the prospect of reducing density from over four hundred dwelling units to under one hundred such units.

The Association is negotiating with Amelia Landings Company with regard to the sharing of the pool and tennis courts. No agreement has been reached at this point, as any final agreement regarding those amenities must be approved by the property owners.

In a totally separate issue in which Amelia Landings Company is not involved, the Association is strongly opposed to any zoning designation other than "CPO" for the commercial tract adjacent to Amelia Landings.

Thank you.

Sincerely yours,



Marshall E. Wood

MEW/spj

HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

February 9, 1988

Mr. Ferris Jones
City of Fernandina Beach
P.O. Box 668
Fernandina Beach, Florida 32034

AMELIA LANDINGS
SINGLE FAMILY PLANNED UNIT DEVELOPMENT

Dear Mr. Jones:

Please find enclosed three (3) copies of the master plan, the sewer and water master plan and the storm drainage master plan of the referenced project for your review. From previous meetings with yourself and with Mr. Henry Lannan it is my understanding that in order to change the concept of the remaining acreage at Amelia Landings from multifamily to single family development, we must request a revision to the existing R-2 planned unit development zone. Please review this project and advise me as to any possible revisions which may apply to the existing R-2 planned unit development zone. We would like to have this project reviewed at the Planning Advisory Board Meeting on Wednesday, February 17, 1988 for a zone revision to the existing R-2 Planned Unit Development.

As we discussed in our meeting Tuesday, January 26, 1988 there is a new client interested in purchasing the remaining 34 acres of Amelia Landings from Mr. Erwin Friedman. He is interested in developing the remaining tract into a single family development of Standard Single family lots and patio home lots. The proposed master plan shows 97 total dwelling units on the remaining tract of land. This would result in a substantial decrease in density since the original multi-family master plan was designed for 480 dwelling units.

Our client has had numerous meetings with the Amelia Landings Homeowners Association in order to arrange a neighborly project in a compatible environment with the multi-family project.

ROY HUSSEY
BENJAMIN E. GAY
GUS H. BELL
RICHARD B. DEYOUNG

Mr. Ferris Jones
February 9, 1988
Page 2

If you should have any questions or require additional prints of the master plans please contact me.

Sincerely,

Linder S. Suthers

LINDER S. SUTHERS

cc: Mr. Henry Lannon
Mr. Robert C. Onorato
Mr. Taylor Edwards
Mr. Gus H. Bell

KING AND ASSOCIATES, INC.
KING AND ASSOCIATES ENGINEERING, INC.

R. L. "Dick" King, *President*

6 April 1990

City of Fernandina Beach, Planning Board
P.O. Box 668
Fernandina Beach, FL 32034
Ph 261-6173

RE: Amelia Landings A Beach and Racquet Resort, Plat Review

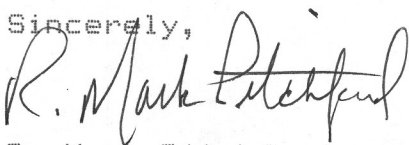
Planning Board,

Please find seven copies of the Plat of Amelia Landings A Beach and Racquet Resort enclosed for your review and action.

We will be looking for a response by appropriate department heads concerning the acceptance of the submitted project following the review.

Please call our office if there are any questions.

Sincerely,



R. Mark Pitchford
Director of Surveying

Encl:

(1) 7 copies of Plat

cc: City of Fernandina Beach
Mr. Clyde Davis
Mrs. Vera Boner

The next item of business was to consider a request of Mr. and Mrs. Francis J. Quinn for dedication of a street going into the property purchased by them from the City at the airport.

City Manager Courtney stated that Mr. and Mrs. Quinn are not satisfied with the right-of-way to their property by way of an easement. He stated that they want a street dedicated going into the airport and also one off of Amelia Island Parkway.

Commissioner Sorensen inquired if the City had a master plan for the properties at the airport and Commissioner Haddock advised him that there was not one at the present time but that the City was in the process of preparing one.

City Attorney Poole stated that he did not see a great deal of difference in granting the Quinn's an easement and dedicating a street. He stated that there was not much legal significance in the difference between the two. He stated that he did not know their reasons for making this request and suggested that the Quinn's be invited to appear before the Commission and give their reasons.

Commissioner Sorensen stated that if the City grants them an easement, they will be responsible to maintain it and if a street is dedicated, the City will be responsible for the maintenance. City Attorney Poole advised that the City could also maintain the easement.

City Manager Courtney stated that their easement reads that it may be closed when an access off of Amelia Island Parkway is opened up.

After further discussion, it was the consensus of the Commission that the Quinn's be invited to appear at the next regular meeting to discuss the matter.

The Commission then considered a petition for voluntary annexation of a portion of Sadler Estates by Amelia Associates of Florida.

City Manager Courtney advised that this group of individuals would like to build a Planned Unit Development on this property and a portion of it is outside the City limits and they would like to have it annexed so that it could be served by the City sewer. Commissioner Sapp inquired how many units the project would consist of and Commissioner Haddock advised that the total was 480 units.

Commissioner Haddock stated that they have a 39 acre tract and 6 acres of it fall outside the City limits.

After further discussion, a motion was made by Commissioner Sapp, seconded by Commissioner Haddock, that the request of Amelia Associates of Florida be granted and that the City Attorney be instructed to prepare an ordinance on this annexation and bring it back to the Commission at the next regular meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

City Attorney Poole stated that he would put the procedure in motion and advised that it must meet the statutory requirements. He stated that the Ordinance would be drafted and prepared for publication.

City Manager Courtney then requested the Mayor to skip to item 6(f) on the agenda as Dr. Jim Gildenston was waiting to be heard on that item.

Dr. Gildenston then presented the following letter: "As you know the Historical Society has been addressing the problem of the condition of Bosque Bello Cemetery, primarily the question of ownership. Jim Bird of Florida Title Company has researched the last titleholder of record and found them to be two individuals who may or may not be alive. We would like the City to acquire title to the property and have an association manage the business of the cemetery to include making recommendations to the City for final decisions on whatever matters arise, etc. Kindly have the Council consider this approach."

Mr. Jim Bird of Florida Abstract Company then came before the Commission and explained what he had found in his investigations into Government Lot 1 and

After discussion, Commissioner Sorensen stated that he would like to amend his motion to be that the City approve the Agreement with Nassau County for fire protection to the unincorporated areas of Amelia Island for the sum of \$250,000 provided a listing of leased equipment is attached to it as Exhibit A. This motion was seconded by Commissioner Haddock. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Ayes: Commissioner Sorensen
 Commissioner Haddock
 Mayor Albert

Nays: Commissioner Sapp

Mayor Albert stated that the Commission would now skip down the agenda to item 5(e). City Manager Courtney stated that he had prepared as an emergency ordinance an ordinance levying an Impact fee on all new dwellings to be connected to the sewer system of the City of Fernandina Beach. He stated that to advertise this Ordinance before passage would cause a great hardship on the City as everyone would rush in to get connected to the sewer before the final passage.

City Manager Courtney then explained the ordinance and stated that all funds received from the Impact Fees would go into a Sewer System Capital Improvement Fund and would be used for expansions to the Sewer System.

City Manager Courtney recommended that this Ordinance No. 624 be adopted as an emergency ordinance.

City Attorney Poole inquired of the City Manager if he had any data from the Public Works Director as far as how close the City is to capacity at the Sewage Treatment Plant. City Manager Courtney stated that the City was very close as far as commitments that the City has made for construction but that are not yet built. He stated that the plant was already hydraulically overloaded.

The City Attorney then read the ordinance by title which was, "AN ORDINANCE ADOPTING SEWER IMPACT FEES FOR CONNECTION TO THE SYSTEM OF THE CITY OF FERNANDINA BEACH; PROVIDING DEFINITIONS OF CERTAIN TERMS; SETTING THE AMOUNTS OF IMPACT FEES; PROVIDING RESTRICTIONS UPON THE USE OF FUNDS GENERATED BY IMPACT FEES; PROVIDING FOR THE SEVERABILITY OF PORTIONS OF THE ORDINANCE; AND DECLARING THIS ORDINANCE TO BE AN EMERGENCY MEASURE".

A motion was then made by Commissioner Sapp, seconded by Commissioner Sorensen, that Ordinance No. 624 be adopted. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The next item of business was the public hearing on the "Landings on Amelia Island" Planned Unit Development. Commissioner Sapp inquired if this was "Amelia Resort" or "Landings on Amelia Island" as both titles had been advertised in the local paper. Mr. Ernie Friedman then stated that the advertisement listing "Amelia Resort" was in error. Mayor Albert then gave the floor to Mr. Ernie Friedman, one of the developers. Mr. Friedman then introduced the other partners and others present on their behalf such as their architect and engineers.

Mr. Friedman stated that he and the other members of his development group had met with the Planning Advisory Board on nine occasions and they had undergone very close scrutiny.

For clarification purposes, the Planning Advisory Board's letter to the City Commission upon the completion of their study is as follows:

Fernandina Beach, Florida
 August 2, 1982

"Mayor Charles L. Albert, Jr.
 Vice-Mayor J. C. Mottayaw, Jr.
 Commissioners Greg Haddock, Ronald Sapp, Ben Sorensen

The Fernandina Beach Planning Advisory Board (the Board) recommends to the City

Commission that R2 Planned Unit Development zoning be granted for a property to be known as "The Landings on Amelia Island", said property to be developed by Amelia Island Associates of Florida, Ltd., (the developers), a Florida partnership. The property is presently zoned R2.

The Board's approval of the project carries with it the following conditions:

PERMITS The project is planned to be developed in nine phases as outlined in Exhibit I and on the phased plot plan map, both of which are attached. Each phase shall be presented to the Board for review and Board recommendations to the appropriate City departments concerning the issuance of permits for the next phase. Given some reliable data on the impacts of traffic, internal parking, storm water discharge, and sanitary sewers developed toward the end of the fourth phase (36% of the dwellings completed), a more thorough review will be undertaken prior to proceeding with the permits for Phase V and later phases of the project.

INTERIOR PARKING Interior parking shall be at least 1.75 parking spaces per dwelling unit, exclusive of other parking spaces related to non-dwelling units and areas. This requirements will be monitored by the Board before each project phase.

ENVIRONMENT The developers shall comply with all State and local environmental requirements.

SANITARY SEWERS Although City officials have indicated that the present sewage treatment plant can accommodate 180 dwelling units of the 480 proposed for this project, no construction should be granted until the developers and the City have entered into a binding agreement for the developers to pay impact fees. The City Manager's letter of recommendations to the Board, a copy of which is attached, should be read in context.

The following comments by the Board are directed principally to the external impacts likely from the approval of this project. They are as follows:

TRAFFIC The traffic study done for the developers states: "Planning judgement would dictate that as the development entered Phases V-VI (240 to 300 units), minor widening of Sadler Road within the existing right-of-way, to allow a left turn lane and a west bound through traffic run-around lane should be seriously considered." At the July 26 meeting of the Board Mr. Stephen Friedman stated that the developers would be willing to pay for these alternations to Sadler Road. At the same meeting Mr. Dick King, Nassau County Engineer, stated that he would like this alteration to be made during Phase IV.

Because of the magnitude of this project, the Board recommended that these alterations be done as a part of Phase I of the project. The developers agreed to this recommendation at the July 31 meeting of the Board.

When Mr. King discussed traffic with the Board on July 26 he also stated that the intersection of Sadler Road with South Fletcher "does not meet design standards now" and needs to be re-worked. The developers traffic study does not support this conclusion; however, it indicates a present VC ratio of .57, which will rise to a .68 ratio (a 19% increase) at the build-out of the project. The Board recommends that the City begin immediately to work with the County Engineer to develop and implement a re-design of this intersection which responds to the present deficiencies and to likely future problems. Although the project will contribute to this problem, the problem existed before this project was ever proposed, and the developers should not be expected to contribute toward funding the solution, nor does the Board recommend that the re-design of the Sadler/Fletcher intersection delay the start of the project.

STORM WATER DISCHARGE Concern was expressed at the Board's July 29 public hearing regarding the ability to accommodate the storm water discharge from this project without affecting adjacent properties. The developers have submitted that approximately 40% of the 40 acres devoted to the project will be covered by streets, parking areas, buildings, swimming pools, tennis courts, etc.; thus, the potential storm water runoff equates approximately to that of a 16 acre hard surfaced area.

Extreme caution should be exercised to insure that the developers' drainage plan conforms to applicable State regulations and the requirements of the City's Public Works Department.

SCHOOLS The impact on school population of the Landings project is likely to be minor. Because of the seasonal resort, sport orientation of the project, the 40% permanent resident estimate by the developers appears to be high. With half of the 440 units of the developers' Fiddlers Cove project on Hilton Head Island completed, there are five permanent residents and approximately 50 renters on a more or less long term basis. Unit dwelling prices are likely to discourage low, lower middle and, possibly, middle income families from purchasing. Couples who are both employed may be attracted to the project.

CONSTRUCTION The developers' projects, Fiddler's Cove at Hilton Head Island and Lighthouse Point at Tybee Island, were visited to assess the quality of construction. The Lighthouse Point dwelling units are essentially equivalent to what the developers plan to build in Fernandina. They are "stick built" and appear to be equal in quality to similar construction now going on here, and superior to some recent local modular construction.

REGIONAL IMPACT The developers have applied to the State Department of Veterans and Community Affairs for exemption from a "Development of Regional Impact" study. When this was discussed last with the Board, a response from the State agency was expected within one month. A copy of the developers' application should be requested.

ECONOMIC IMPACT The developers estimate that the City will receive ad valorem tax revenues from the Landings project ranging from \$23,000 in 1984 to \$501,000 in 1989. Construction employees are estimated to be 75 to 100 during all building phases, and service employees of the project at completion are estimated at 120 to 140.

Assuming 60% occupancy year-round of the 480 units, the developers project annual expenditures by tourists, other than for rent, of approximately \$6,000,000.

Even if these estimates are optimistic by a factor of two the economic impacts are considerable. These should be measured against the largely imponderable social impacts of the introduction into Fernandina of what is essentially a new type of industry.

GENERAL COMMENT This project is the largest of its kind ever undertaken in the City. The developers have been very cooperative in explaining the project plan to the Board and modifying the project plan responsive to Board recommendations. It appears to be a well planned project.

Don Roberts
Chairman, Planning Advisory Board"

A motion was then made by Commissioner Sapp, seconded by Commissioner Haddock, that the public hearing on the "Landings on Amelia Island" P.U.D. be opened. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Mr. Friedman stated that the proposed project was located on Sadler Road west of First Avenue. He stated that the project has been broken down into nine phases and they estimate construction of all phases to be completed within 8 years. He stated that it was a resort condominium development with units 1,000 + square feet which would be fully furnished and accessorized. He stated that the property is principally zoned R-1 with a small portion zoned commercial and that their proposed project exactly fits the Planned Unit Development ordinance that the City has.

Mr. Friedman then went through the entire procedure they had gone through in planning and reviewing the project with City representatives up to tonight's meeting. Mr. Friedman stated that a Tree Survey, a Dune Protection Survey, a Traffic Study and a Master Storm Drainage Survey had been or were being done. He stated that they had also filed an application with the State to determine if a Regional Impact Study would have to be done.

Mr. Friedman stated that the project would provide jobs for 100 people during the construction and 75 people full time after completion. Mayor Albert inquired if they could give the City any assurance that the people hired would be local citizens. Mr. Friedman stated that they would make every effort to hire as many local people as possible.

Mr. Bo Taber then came before the Commission and inquired about the foot traffic on "A" Street. There was considerable discussion on this matter and Mr. Friedman showed Mr. Taber what was planned to take care of the foot traffic going to the beach.

Mr. Bill Elder stated that the traffic study that was done was a 2 day study not on a weekend. Mr. Friedman stated that they had used the State of Florida Department of Transportation figures on the traffic as per their study. Mr. Elder further inquired about the drainage on the site. Mr. Friedman stated that if the P.U.D. was approved, their engineers will do a Master Storm Drainage Plan for the property.

After further discussion, a motion was made by Commissioner Sapp, seconded by Commissioner Sorensen, that the public hearing on the "Landings on Amelia Island" be closed. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Commissioner Sapp inquired what the density of this project would be and Mr. Friedman stated that it would be 10 units per acre. Commissioner Sapp stated that he was also concerned about their traffic survey not addressing South Fletcher Avenue except at its intersection with Sadler Road. He also expressed his concern over the Planning Advisory Board's remark that the developers had applied for an exemption from having to prepare a D.R.I. study. Mr. Friedman stated that they had not applied for an exemption but for a letter of determination as to whether a D.R.I. would be necessary.

Commissioner Sapp inquired of the City Manager if the project would adversely affect the new sewer line on Fletcher Avenue. City Manager Courtney stated that this would not overload the line from Lift Station No. 7 but it would travel this line.

Commissioner Sorensen stated that the City could not design its growth because of what facilities the City presently has but would have to redesign the facilities to take care of the growth. Commissioner Sorensen stated that he was pleased with the design and felt it would be an asset to the community.

Commissioner Haddock stated that he had talked with Bill Armentrout of Smith & Gillespie Engineers and he had stated that the City has a number of projects coming on line and that the City was looking at approximately 2,500 units on the drawing board in some semblance of construction. He went on to say that Mr. Armentrout stated that the City's collection lines were not going to handle this flow and that the City needed to have a study done on long range plans to handle it.

Commissioner Sapp stated that he felt that on a project of this size, a D.R.I. would be in order.

Commissioner Haddock commended the Planning Advisory Board for their work with these developers.

Mayor Albert then read a memorandum from Vice Mayor Mottayaw stating that he did not want his absence to hold up any action on this matter. He stated that if the City could work out something with the developers on the sewer collection and treatment and they met all Municipal, County, State and Federal regulations, then he would be in favor of it.

A motion was then made by Commissioner Sorensen, that the City Commission approve the concept as recommended by the Planning Advisory Board for the initial phase of the "Landings on Amelia Island" P.U.D.

City Attorney Poole mentioned that the Planning Advisory Board had wanted an access at the southeast corner of the property. Mr. Friedman stated that the City Manager had advised that this would be desirable but they did not feel it would be needed at this point but as the project progressed it might possibly be added. City Attorney Poole inquired if the Planning Advisory Board had considered the Comprehensive Land Use Plan in making their recommendation and he was advised that they had.

There was considerable discussion concerning exactly what Commissioner Sorensen's motion would allow the developers to do. City Attorney Poole advised that in approving this P.U.D. the Commission would not be changing the zoning of the property but would be providing for a condition use as a P.U.D. and that if they did not construct the project, etc., then the City could cause the property to revert to R-2.

Mayor Albert reminded the Commission that Vice Mayor Mottayaw had also mentioned in his memorandum that possibly a reverter clause should be added so that if they do not proceed as planned, then the property would revert to R-2. City Attorney Poole advised that this reverter was already built into the P.U.D. ordinance.

Commissioner Haddock then seconded Commissioner Sorensen's motion. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Ayes: Commissioner Sorensen
 Commissioner Haddock
 Mayor Albert

Nays: Commissioner Sapp