BEULAH VISTA ESTATES

SECTION 44, TOWNSHIP 4 SOUTH, RANGE 26 EAST

Replat of a portion of Tract 3, Creighton Forest Unit Two, Clay County, Florida.

9.90 Acres, ±

TYPE 1 SUBDIVISION "RB" ZONE

Electric service provided by Jacksonville Electric Authority

Water and Sewer service provided by Clay County Utility Authority.

OWNER	ENGINEER	SURVEYOR
F & F Development, Inc.	Stone, Joca & Mahoney, Inc.	Elland & Associates, Inc.
24120 Oak Road	1730 Kingsley Avenue Suite D	615 Blanding Blvd.
Orange Park, Florida	Orange Park, Florida	Orange Park, FL.

LAND	USE
ZONING	RB
AREA	9.90 AC.
No LOTS	14
MIN. LOT SIZE	11616 Sq. Feet

CAPTION

Being a replat of a portion of Tract 3, Creighton Forest Unit Two, Clay County, Florida, according to plat thereof recorded in Plat Book 4, Pages 35 and 36 of the public records of said county, said parcel being more particularly described as follows:

Begin at the intersection of the east line of those lands described in Official Records Book 572, Page 562 of the public records of said county with the southwesterly line of County Road No C-15-A (Creighton Road) as now established as a 70 foot right-of-way;

thence on said southwesterly line and on the arc of a curve concave northeasterly and having a radius of 1097.23 feet, run a chord bearing and distance of North 66 degrees 49 minutes 04 seconds West, 379.22 feet to the point of tangency of said curve;

thence continue on said southwesterly line of County Road No C-15-A, North 56 degrees 52 minutes 00 seconds West, 28.10 feet;

thence South 05 degrees 44 minutes 55 seconds West, 1211.89 feet to an iron pipe in the south line of said Tract 3 as monumented;

thence on said south line North 89 degrees 37 minutes 23 seconds East, 389.56 feet to said east line of lands described in Official Records Book 572, Page 562;

thence on said east line, North 05 degrees 43 minutes 00 seconds East, 1043.78 feet to the point of beginning.

Being 9.90 acres, more or less, in area.

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same effects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

F & F Development, Inc.,
a Florida corporation

Robert Formby, Witness

Shirley Formby, Witness

By: Wayne Formby, President

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 and is filed for record in Plat Book 29, Pages 69, 70 and 71 of the public records of Clay County, Florida this 23rd day of July, 1996.

John Keene
Clerk of the Circuit Court

ADOPTION AND DEDICATION

This is to certify that F & F Development, Inc., a Florida corporation organized and existing under the laws of the State of Florida, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon, known as BEULAH VISTA ESTATES, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. Beulah Vista Court as shown hereon, hereinafter the "Streets", and all easements for drainage, utilities and sewers, unobstructed easements and non-access easements as shown hereon are hereby irrevocably dedicated to Clay County, its successors and assigns, and are subject to the following covenants which shall run with the lands.

The Dedicator, its successors and assigns, owns the underlying fee simple title to the area depicted on this plat as Tract "A" hereinafter the "Tract". The Dedicator, on behalf of itself, its successors and assigns, hereby covenants and agrees in favor of Clay County, Florida, that the Tract cannot be used for any purposes other than those hereinafter described for the storm water management easements. An easement, hereinafter the "Easement", situated within the entire physical limits of the Tract, is hereby dedicated to Clay County, its successors and assigns, for the purpose of permitting Clay County, its successors and assigns, to discharge therein all water which may fall or come upon the Streets, and all water which may flow or pass from the Streets, from adjacent lands, or from any other source of public waters into or through the Easement, without any liability whatsoever on the part of Clay County, its successors and assigns, for any damage, injury or losses to persons or property resulting from the acceptance or use of the Easement by Clay County, its successors and assigns.

Clay County, by the acceptance of this plat for recording, shall not be deemed, on behalf of itself, its successors or assigns, to have accepted any duty, obligation, liability or responsibility whatsoever to maintain any storm water retention or detention ponds presently or hereafter located or constructed within the Easement; to maintain any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed within the Easement and/or associated therewith; to remove or treat any aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come within the Easement; or to maintain or preserve water purity, quality, level or depth within the Easement. The foregoing notwithstanding, Clay County, its successors and assigns, shall have the right to undertake and perform any and all of the aforesaid activities at any time or times it may choose in its sole discretion without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake, repeat or perform the same or similar activities thereafter; and to effect modification of or to any storm water retention or detention ponds and other facilities located within the Easement, including, but not limited to, the installation, modification and/or removal of any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment associated therewith, without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake maintenance thereafter.

The Dedicator does hereby covenant in favor of Clay County, its successors and assigns, that it will be and remain affirmatively responsible, obligated and liable for construction, installation and subsequent maintenance of all storm water management facilities within the Tract required by Clay County as of the date of its acceptance of this plat, as well as those required under any permit issued by any and all governmental agencies with jurisdiction, including but not limited to, any storm water retention or detention ponds presently or hereafter located or constructed therein, and any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed therein and/or associated therewith; and for the purpose of removing or treating aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come therein; and for the purpose of maintaining or preserving water purity, quality, level or depth therein. The foregoing covenant is a personal covenant of the Developer to Clay County unless assigned to a homeowner's association as hereinafter provided, to shall also run with all of the lands depicted within the confines of this plat and shall be assumed by each of the successors and assigns of the Dedicator. The foregoing notwithstanding, the Dedicator may assign the burden of its personal covenant hereinabove described to a homeowner's association, hereinafter the "Association", created as a corporate entity under the laws of the State of Florida, existing in perpetuity, and invested with the power, duty and authority to levy mandatory assessments against each lot depicted on this plat to provide sufficient and adequate funding for the perpetual maintenance of the above-described storm water management facilities. In the event of such assignment by the Dedicator to the Association thereof, as evidenced by the recording of an appropriate instrument in the public records of Clay County, Florida, executed on behalf of both the Dedicator and the Association, wherein the Association affirmatively accepts the assignment of the personal covenant and the responsibility for all matters hereinabove covenanted by the Dedicator, then the Dedicator shall be deemed to have been completely released from all responsibilities, obligations and liabilities thereafter arising thereunder, the Association being deemed to have succeeded to the same. If and only if Clay County its successors or assigns, shall affirmatively accept responsibility for maintenance under the Easement, as evidenced by the adoption of a formal resolution by the governing body of Clay county, its successors or assigns, spread upon the minutes thereof, and, if required by the County, the recording of an appropriately executed instrument conveying to Clay County the fee simple title to the Tract wherein such storm water management facilities have been constructed, then the Dedicator and the Association shall both be deemed to have been completely released from all responsibilities, obligations and liabilities thereafter arising under the personal covenant. Further, said personal covenant shall be deemed to have terminated upon the adoption of said resolution with respect to the Tract.

Until Clay County, its successors and assigns, in its sole discretion, elects to undertake the responsibility for maintenance of the storm water management facilities within the Tract, the Dedicator does hereby covenant and agree to indemnify Clay County and save it harmless from suits, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes and filtration systems and other storm water management facilities. This indemnification shall run with the land and successors and assigns of the Dedicator and shall be subject to and bound by it.

The Dedicator, on behalf of itself, its successors and assigns, does hereby covenant in favor of Clay County, its successors and assigns, that it shall not enter upon or use any portion of the Tract for any purpose inconsistent with the storm water

(Continued on Sheet 2)

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 71-339, Laws of Florida, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter.

Signed this 14th day of March, 1996.

Harold T. Elland
Florida Cert. No. 2518
Elland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida

COV/RESTR. OR 1630 PG 1208
1736pg.1749

14280A.DWG

BEULAH VISTA ESTATES

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9.90 Acres, ±

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F & F Development, Inc.,
a Florida corporation

Robert Formby, Witness

Shirley Formby, Witness

By: Wayne Formby, President

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Signed this 14th day of March, 1996.

Harold T. Elland
Florida Cert. No. 2518
Elland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida

COV/RESTR. OR 1630 PG 1208
1736pg.1749

14280A.DWG

PLAT BOOK 29 PAGE 70

SHEET 2 OF 3 SHEETS

BEULAH VISTA ESTATES

SECTION 44, TOWNSHIP 4 SOUTH, RANGE 26 EAST

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Orange Park, Florida	Orange Park, Florida	Orange Park, FL.

LAND	USE
ZONING	RB
AREA	9.90 AC. ±
No LOTS	14
MIN. LOT SIZE	11616 Sq. Feet

COUNTY DEPARTMENT OF ZONING APPROVAL

Approved this 23RD day of JULY, 1996.

Linda Jackson
Director, Department of Zoning

COUNTY DEPARTMENT OF PLANNING APPROVAL

Approved this 23RD day of JULY, 1996.

Director, Department of Planning

COUNTY DEPARTMENT OF ENGINEERING APPROVAL

Approved this 23RD day of JULY, 1996.

Director, Department of Engineering

COUNTY COMMISSIONERS' APPROVAL

Examined and approved this 23rd day of July 1996, by the Board of County Commissioners, Clay County, Florida.

Chairman — Clerk of the Circuit Court

ADOPTION AND DEDICATION (continued from Sheet 1)

management facilities hereinabove described. In this regard, except as the same may be related directly to the activities and uses authorized in connection therewith, the Dedicator, its successors and assigns, shall not undertak any dredge or fill activities within the Tract, nor place or plant, or cause or suffer to be placed or planted, any temporary or permanent structures or vegetation of any kind encroaching within, on, over or across the Tract, including but not limited to fences, hedges, fountains or bulkheads.

IN WITNESS WHEREOF, F & F Development, Inc. a Florida corporation has caused these presents to be signed by Wayne Formby, President and Robert Formby, Vice President, and has caused its official seal to be affixed hereto this 14th day of March, 1996.

F & F Development, Inc.,
a Florida corporation

Robert Formby, witness — Shirley Formby, witness — By: Wayne Formby, President

Wayne Formby, witness — Shirley Formby, witness — By: Robert Formby, Vice President

Seal

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 14th day of March 1996 by Wayne Formby, President and Robert Formby, Vice President of F & F Development, Inc., a Florida corporation.
They are personally known to me.
This acknowledgement was taken without oath.

Gail Newberg
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
GAIL NEWBERG
COMMISSION NUMBER
CC413962
MY COMMISSION EXP.
NOV. 13,1998

14280B.DWG