

ORDINANCE 2014 -18

AN ORDINANCE AMENDING ORDINANCE NO. 2000-05, WHICH REZONED AND RECLASSIFIED PROPERTY TO A ZONING CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS "AMELIA NATIONAL", AS AMENDED BY ORDINANCE NO. 2002-20, AND ORDINANCE NO. 2003-49, SPECIFICALLY MODIFYING THE CONSOLIDATED AMELIA NATIONAL PUD CONDITIONS, AND THE FINAL DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted Ordinance 2000-05 on February 28, 2000, creating the Amelia National PUD; and

WHEREAS, the Board of County Commissioners adopted Ordinance 2002-25 on April 22, 2002, which amended Ordinance 2000-05, to incorporate additional property into the PUD; and

WHEREAS, the Board of County Commissioners adopted Ordinance 2003-49 on August 25, 2003, which amended Ordinance 2002-20, to consolidate revised and amended PUD conditions; and

WHEREAS, Amelia National Enterprise, LLC has authorized Rogers Towers, P.A. to file Application R14-006 to amend the Amelia National PUD Preliminary Development Plan and to amend the PUD conditions; and

WHEREAS, the Nassau County Planning and Zoning Board, after due notice conducted a public hearing on August 5, 2014 and voted to recommend approval of R14-006 to the Commission; and

WHEREAS, taking into consideration the above recommendations, the Commission finds that such rezoning is consistent with the 2030 Comprehensive Plan and the orderly development of Nassau County; and

WHEREAS, the proposed PUD amendment complies with the underlying Future Land Use Map (FLUM) designation of Medium Density Residential (MDR) and

WHEREAS, the Board of County Commissioners held a public hearing on September 8, 2014; and

WHEREAS, public notice of all hearings has been provided in accordance with Chapters 125 Florida Statutes and the Nassau County Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AS FOLLOWS:

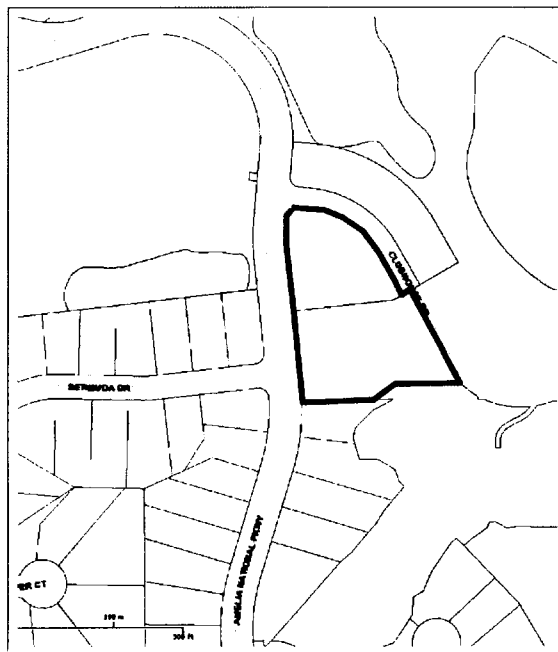
SECTION 1. FINDINGS: That the proposed amendment to the Amelia National PUD Preliminary Development Plan is generally consistent with the goals, objectives and policies of the 2030 Comprehensive Plan.

SECTION 2. PUD AMENDED: The real property described in Section 3, known as the Amelia National PUD, is amended as follows:

- A) The Final Development Plan for the PUD is amended as shown in Exhibit "A" attached herein.
- B) The conditions of the PUD, adopted in Ordinance 2003-49 are amended as shown in Exhibit "B" attached herein; all other conditions adopted for this PUD in Ordinance 2003-49 shall remain in force.

SECTION 3. OWNER AND DESCRIPTION: The land reclassified by this Ordinance is owned by, Amelia National Enterprise, LLC and is identified by the following tax identification numbers, graphic illustration, and legal descriptions: and the Final Development Plan attached as Exhibit "A".

#'s 26-2N-28-006A-00F1-0000 & a portion of 26-2N-28-006A-00G1-0000



Legal Description

AMELIA NATIONAL
TENNIS FACILITY
JOB No. 37324

A PARCEL OF LAND, BEING ALL OF TRACT "F-2" (FUTURE DEVELOPMENT), AND A PORTION OF TRACT "G-1" (GOLF COURSE TRACT), AS SHOWN ON THE PLAT OF "AMELIA NATIONAL UNIT ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 48 THROUGH 71 OF THE PUBLIC RECORDS OF NASSUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "G-1" (GOLF COURSE TRACT), WHERE IT INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF AMELIA NATIONAL PARKWAY (AN 80 FOOT PRIVATE ROAD RIGHT OF WAY), WITH THE NORTHERLY LINE OF LOT 112; RUN THENCE, ALONG THE EASTERLY RIGHT OF WAY LINE OF AMELIA NATIONAL PARKWAY, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 04°15'55" TO THE LEFT, AN ARC DISTANCE OF 40.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°12'44" WEST, 40.19 FEET;

COURSE No. 2: RUN THENCE NORTH 06°20'42" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 313.12 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;

COURSE No. 3: RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 11°10'17" TO THE RIGHT, AN ARC DISTANCE OF 89.69 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°45'33" WEST, 89.55 FEET;

COURSE No. 4: RUN THENCE NORTH 04°49'35" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 25.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY;

COURSE No. 5: RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE RIGHT, AN ARC DISTANCE OF 39.27 FEET, TO THE POINT OF TANGENCY ON THE WESTERLY RIGHT OF WAY LINE OF CLUBHOUSE ROAD, (A 50 FOOT

PRIVATE ROAD RIGHT OF WAY, AS PER AFORESAID PLAT), LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°49'35" EAST, 35.36 FEET; RUN THENCE, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID CLUBHOUSE ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTH 85°10'25" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 25.27 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 55°10'25" TO THE RIGHT, AN ARC DISTANCE OF 216.67 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°35'12" EAST, 208.39 FEET;

COURSE No. 3: RUN THENCE SOUTH 30°00'00" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 208.39 FEET, TO THE PLATTED TERMINUS OF SAID CLUBHOUSE ROAD; RUN THENCE, NORTH 60°00'00" EAST, ALONG THE SOUTHERLY TERMINUS OF CLUBHOUSE ROAD, A DISTANCE OF 8.50 FEET, TO A POINT; RUN THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 136.65 FEET, TO A POINT; RUN THENCE SOUTH 78°47'58" WEST, A DISTANCE OF 82.70 FEET, TO A POINT; RUN THENCE SOUTH 11°12'02" EAST, A DISTANCE OF 94.32 FEET, TO A POINT, ON THE COMMON BOUNDARY LINE BETWEEN TRACT "C-8" (CONSERVATION TRACT), AND TRACT "G-1" (GOLF COURSE TRACT); RUN THENCE, ALONG THE AFORESAID COMMON BOUNDARY LINE BETWEEN TRACT "C-8" (CONSERVATION TRACT), AND TRACT "G-1" (GOLF COURSE TRACT), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTH 74°18'54" WEST, A DISTANCE OF 21.67 FEET, TO A POINT;

COURSE No. 2: RUN THENCE SOUTH 50°29'37" WEST, A DISTANCE OF 34.02 FEET, TO A POINT;

COURSE No. 3: RUN THENCE SOUTH 61°38'13" WEST, A DISTANCE OF 9.30 FEET, TO A POINT ON THE COMMON BOUNDARY LINE BETWEEN TRACT "G-1" (GOLF COURSE TRACT) AND LOT 112, AMELIA NATIONAL UNIT ONE; RUN THENCE SOUTH 87°55'13" WEST, ALONG AFORESAID COMMON BOUNDARY LINE, BETWEEN TRACT "G-1" (GOLF COURSE TRACT) AND LOT 112, AMELIA NATIONAL UNIT ONE, A DISTANCE OF 206.86 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF AMELIA NATIONAL PARKWAY, AND THE POINT OF BEGINNING.

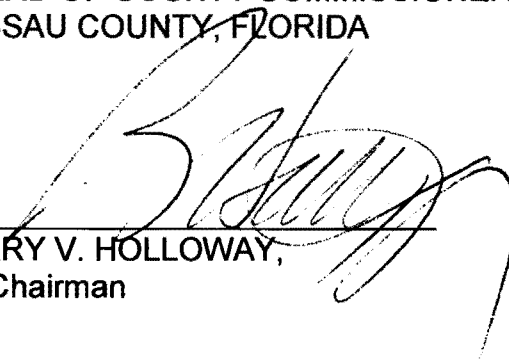
THE LANDS THUS DESCRIBED CONTAINS 117,941 SQUARE FEET, OR 2.70 ACRES, MORE OR LESS, IN AREA.

THIS LEGAL IS TO ACCOMPANY A SKETCH AND WAS PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY.

SECTION 4. EFFECTIVE DATE: This Ordinance shall become effective after filing with the Secretary of State.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2014.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY,
Its: Chairman

ATTESTATION: Only to Authenticity
as to Chairman's Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

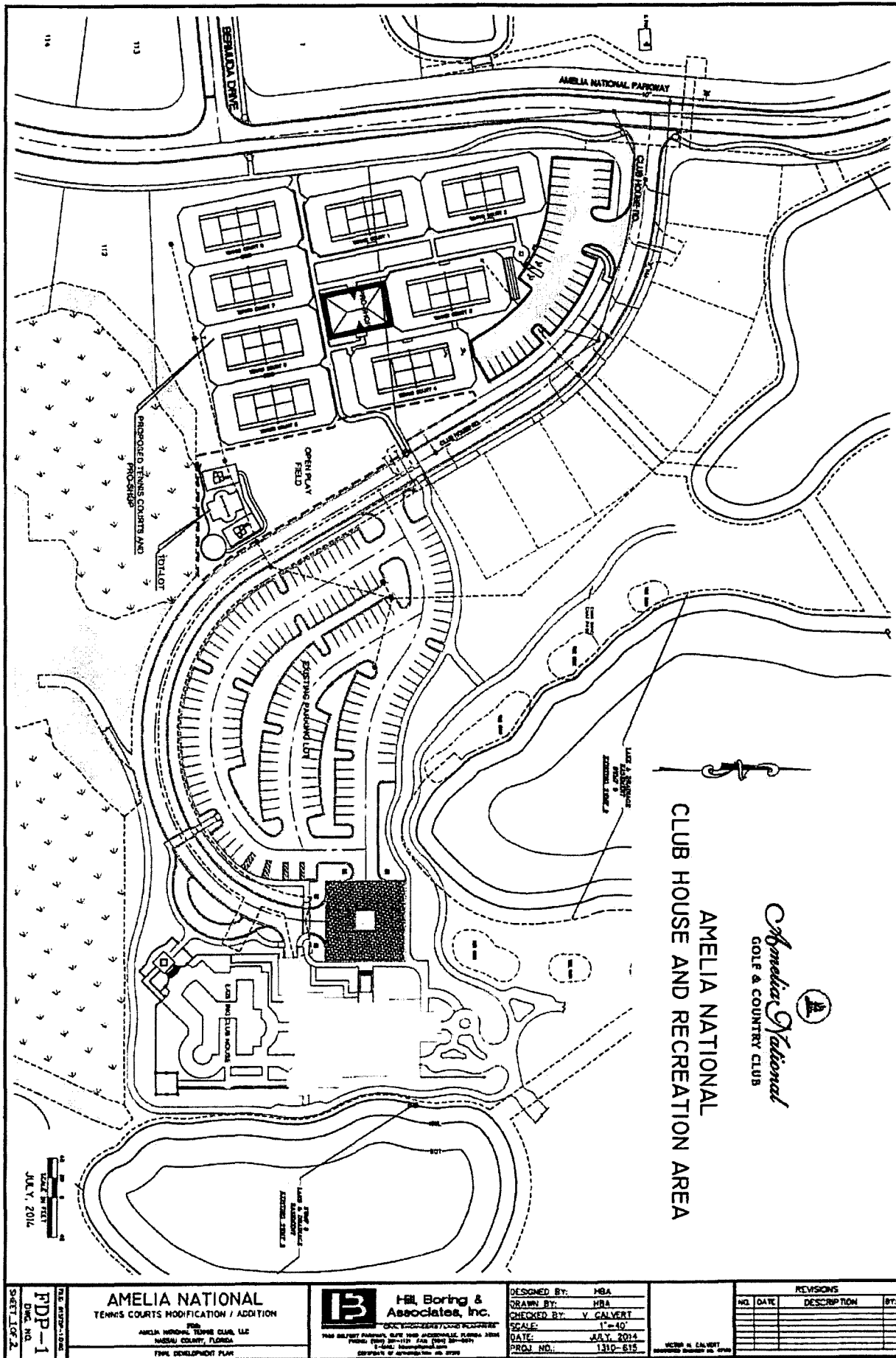
ME5
09-09-14

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN,
County Attorney

EXHIBIT A



July 30, 2014

EXHIBIT B

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Revised Exhibit "D"
AMENDED CONSOLIDATED AMELIA NATIONAL PUD CONDITIONS

Nassau County's Zoning Ordinance requires that proposed PUD rezoning Ordinance enumerate conditions that assure that certain requirements attendant to execution of the Ordinance will be met. The following is a proposed set of conditions that the Applicant is committing to meet in response to the County's requirements. It is anticipated that these conditions will be converted into an exhibit that is attached to the PUD ordinance.

The Amelia National PUD is consistent with the low-medium density residential character of the surrounding area. The gross density of the Amelia National PUD would be approximately 0.86 dwelling units (du) per acre (ac). The net density (minus wetland, lake areas, golf and recreation, and right-of-way areas) of the Amelia National PUD is approximately 2.6 du/ac. This is within the acceptable level of density for the FLUM designation of Medium Density Residential (MDR), which allows more than two (2) up to three (3) du/ac (revised Condition # 1 from Exhibit "D" of Ordinance 2002-20).

The Amelia National PUD will create a high-quality residential community that will strengthen the character of the surrounding area and promote positive growth in the O'Neal-Nassauville area of the County (revised Condition # 7 from Exhibit "D" of Ordinance 2002-20).

The Amelia National PUD is compatible, and conforms, with the requirements of the Nassau County Comprehensive Plan and complies with Policy 1.02.05(B) (revised Condition # 8 from Exhibit "D" of Ordinance 2002-20).

A. Ownership and Maintenance: The Amelia National PUD and related facilities, other than individual residential lots or commercial parcels, will be owned, maintained and operated as follows:

1. The golf course, club and associated facilities will be owned, operated and maintained by the developer or its assignee.
2. The tennis courts, members-only pro-shop and associated facilities will be owned, operated and maintained by the developer or its assignee.

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2.3. Any common areas associated with the residential and commercial properties, including common preservation areas, amenities, landscape areas, signage, lighting, etc., will be managed by a homeowner's or property owner's association to be established by the developer through deed restrictions prior to the sale of any lots. This association will be a not-for-profit association. Membership in this association will be mandatory for all property owners within the Amelia National PUD. The association shall manage all common open space and recreational amenity areas that are not dedicated to the public. The association shall maintain, administrate, and operate this land and any other land within the PUD not publicly or privately owned. The association shall secure adequate liability insurance of the land.

3.4. The roadways and storm water management facilities will remain private and will be maintained and operated by the developer or the homeowner's or property owner's association as established by the developer.

4.5. Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the area.

Water and sewer shall be expanded to serve the general geographic impact area (Condition # 2 of Exhibit "D" of Ordinance 2002-20).

5.6. Unified Control: The entire Amelia National PUD, 876 acres is owned by Amelia National Enterprise, LLC (see Warranty Deeds attached to application on file).

B. Permitted Uses: The following uses are permitted as illustrated on the Preliminary Development Plan:

1. Land use breakdown is as follows:

Residential: 70%

Commercial: not to exceed 5%

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Recreational: 25%

2. Up to a combined total of 749 single-family residences, patio homes, town homes, or fractional ownership (i.e. time-share) multi family-units in areas designated on the Preliminary Development Plan.
3. Up to 20,000 square feet of office/commercial use to be controlled by Article 15: Commercial Neighborhood: CN of the Nassau County Zoning Ordinance. The location of this use will be at the secondary entrance at the southeastern end of the project onto the proposed Amelia Concourse.
4. A maintenance/service facility that may include a storage area for resident's boats and recreational vehicles.
5. An eighteen-hole golf course and associated driving range, cart barn, and other support facilities.
6. A golf clubhouse facility with food and beverage services. The Club Site Amenity and Golf Course Maintenance Facility shall be subject to site plan review by the Development Review Committee.
7. A tennis facility with up to eight (8) courts and associated support facilities. Stadium and/or bleacher seating is prohibited.
8. A members-only tennis pro-shop which will provide locker rooms and/or changing areas, tennis pro and staff offices, restrooms, a small area with a limited selection of tennis goods and supplies, and similar facilities. The members-only tennis pro-shop may have refrigerator(s) and/or cooler(s) with prepared beverages and snacks, but may not have a kitchen or food preparation area.
- ~~7+9.~~ A social club facility including pool, tennis, children's playground and playfield and similar community recreational use.

C. Temporary Uses: The following temporary uses are permitted:

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1. A temporary sales office for the sale of lots, houses, fractional ownership (i.e time-share) multi family units, commercial properties, and club memberships will be permitted within Phase 1, until all of the residential lots are sold.
2. Temporary construction trailers as needed to support the construction process for the various uses. All trailers shall be removed within thirty (30) days of the completion of the permanent structures and facilities.
3. A temporary golf clubhouse and golf cart storage facility, which shall be removed upon completion of the permanent club.
4. Up to two temporary "mid-way" comfort facilities for the golf course, which shall be removed upon completion of the permanent club and mid-way facilities. Port-O-Lets can be used if screened from view of neighboring homes with six (6) foot fencing.
5. These temporary facilities may utilize septic tanks and/or pump-out sewerage storage tanks as approved by the County Health Department, and temporary overhead electrical service.

D. Silviculture Uses: The property may continue to be used for Silviculture activity until such time as construction commences on specific portions of the site and any portions not subject to construction or other encumbrances may continue to be used for Silviculture subject to application of "best management practices" including controlled burning as approved by the Florida Forestry Division.

E. Access and Circulation:

1. Access: There shall be two primary entrances on the Amelia Concourse, a golf maintenance entrance on CR-107, and possible future additional accesses to the site as determined to be beneficial to the development and approved by Nassau County Staff. Access zones are shown on the Preliminary Development Plan to enable flexibility to align the entrances with surrounding constraints. The Preliminary

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Development Plan shows all access locations and is described as follows:

- a. Primary Entrances: The initial primary entrance will be from the west end of the project onto the Amelia Concourse with a second primary entrance to be provided at the southeastern corner of the project on to the Amelia Concourse, as shown on the Preliminary Development Plan.
- b. A Golf Maintenance/Service Entrance: A golf maintenance/service access may be provided from the Amelia Concourse at or near the power line crossing at the northwest corner of Amelia National.
- c. Temporary Construction Entrance: Prior to the construction of Amelia Concourse the existing forest road within the right-of-way which has been established for Amelia Concourse may be utilized as a temporary access road to support construction, providing that there are no conflicts with the Amelia Concourse construction process.
- d. Emergency Entrance: An emergency access drive may be provided from the future Amelia Concourse as shown on the Preliminary Development Plan.

F. Development Standards: The development shall be subject to the following standards:

1. Accessory Structures: Per Article 27.16 of the Zoning Code.
2. Minimum Lot Requirements:
 - a. Minimum lot width: Fifty-five (55) feet for single-family units, thirty-five (35) feet for patio units, and twenty-five (25) feet for townhouse units.
 - b. Minimum lot area: Six thousand eight hundred (6800) square feet for single family units, three thousand five hundred (3,500) square feet for patio units, two

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thousand five hundred (2,500) square feet for townhouse units.

3. Minimum Yard Requirements:

- a. Front Yard: Twenty (20) feet.
- b. Side Yards: Five (5) feet for single-family lots eighty (80) feet wide and less and seven and one-half (7.5) feet for single-family lots larger than eighty (80) feet in width; a total of seven and one-half (7.5) feet for patio units with one side yard being allowed to be zero feet; Ten feet for the end of units of townhouse sets.
- c. Rear yard: Ten (10) feet
- d. All yards shall be measured from the finished face of the exterior foundation wall.

4. Building Restrictions:

- a. Maximum building height: Thirty-five (35) feet for residential and Forty-Five (45) feet for clubhouse and social club facilities, measured to average roof line elevation.
- b. Maximum lot coverage: Forty (40) percent for single-family houses; sixty (60) percent for patio units; seventy (70) percent for townhouse units.

5. Signage: Project identification signs that may also identify the golf club, not to exceed 150 square feet on each face may be installed at the two primary signage locations on the Amelia Concourse. A service entry sign not to exceed 50 square feet on each face may be installed at the service entrance on CR-107. Within the project, signs identifying each club, recreational facility and residential area may be installed not to exceed 50 square feet each. All project signs shall be designed as ground-mounted signs or integrated into or mounted on the landscape features such as walls and fences. All lighting

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of signs shall be ground-mounted units projecting onto the sign. Business identification signs for the office/commercial site will conform to the County code.

6. Landscaping and Buffers: The office/commercial site shall be buffered from adjacent properties by an opaque wall at least six feet in height and by a landscape planting area at least ten feet deep. The golf maintenance/service site shall be buffered with landscape planting at least ten feet in width. A landscape plan showing the treatment of the streetscape, entryways and intersection landscaping/hardscaping elements shall be submitted to, and approved by, the Planning Director before any horizontal improvements are made to the site.
7. Off-Street Parking and Loading: All off-street parking and loading requirements in Article 28 of Nassau County's Zoning Ordinance shall apply for the commercial and club uses.

G. Construction Standards:

1. All streets, sewer facilities, utilities and drainage shall be constructed according to the requirements of the Nassau County Subdivision Regulations.
2. Six (6) foot sidewalks shall be required on one side of all streets. The sidewalks may meander to compliment landscaped and hardscaped areas. See attached Exhibit "F".

H. Utilities: All sewer, water, electrical, telephone, and cable distribution and collection lines will be constructed underground where possible, unless stated otherwise. Above ground utility elements such as transformers and switching boxes will be screened and/or landscaped. Above grade electrical, telephone and cable lines may be used to serve the maintenance and service facility so long as they parallel the existing transmission line. Water and sewer service shall be provided by JEA (Condition # 5 to Exhibit "D" of Ordinance 2002-20). All utilities shall be provided in accordance with the rules and regulations established by the appropriate governmental agency. Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities

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will be the responsibility of the respective franchise companies serving the area. The existing power transmission line and easements, which traverse the property, and their future use are under the control of the respective holders of the easements and not the developer.

I. Open Spaces: The area depicted as "open spaces", including but not limited to the golf course, wetland preservation areas, wetland mitigation areas and recreational amenities, on the Preliminary Development Plan shall be permitted to be used for passive and active recreational activities. Multi-purpose trails and walkways may be constructed in and through these areas subject to applicable wetlands and other permits. The exact boundaries of all such areas shall be established on the Final Development Plans for each phase or increment of development. All privately owned common open space shall continue to conform to its intended use as specified in the Final Development Plan. To ensure this takes place, the Covenants and Restrictions will be recorded to run with the land to protect both present and future property owners. These restrictions shall prohibit the partition of any common open space.

Open Space Calculation:

Lakes: 103 acres, 12%
Golf Course and Amenity Center: 154 acres, 18%
Wetland Preservation: 234 acres, 27%
Total Open Space 492 acres, 57% of site.

Of the total 876 acres of the Amelia National PUD, the preliminary development plan indicates that 472 acres, or 53.8% of the total acreage, shall be utilized for open space in the form of wetlands and buffer, lake and recreation areas. Section 25.04(F)(1) of the Nassau County Zoning Code (Ordinance 97-19) requires all PUD's to have a minimum of twenty percent (20%) of their total gross acreage as open space. The preliminary development plan exceeds this requirement. Section A2 herein states that open space shall be maintained by a homeowner's association to be established by the developer. Section A1 herein states that the golf course recreation amenity shall be owned and maintained by the developer or its assignee. (revised Condition # 3 of Exhibit "D" of Ordinance 2002-20).

J. Community Recreational Amenity: Prior to the issuance of the certificate of occupancy on the 150th residential

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unit, the developer shall provide a community recreational site that includes an open play field, children's play structure, benches and picnic facilities. The sidewalks on the street(s) abutting this facility shall be on the same side of the street as the facility. The location of this facility shall be established on a Final Development Plan. Upon agreement between the County and the Developer, the Developer shall have the option of fulfilling this requirement by contributing like kind value for land area and facilities at the County's regional park located to the south of Amelia National. This provision and the other recreational club facilities in Amelia National shall fulfill the County's recreational concurrency requirements.

K. Tennis Facilities:

1. Non-Resident Tennis Memberships: The total number of non-resident tennis memberships cannot exceed 500 at any given time.
2. Hours of Operation: The Tennis facilities may be open between the hours of sunrise and 10:00 p.m., weather permitting. The tennis courts and pro shop may be closed due to inclement weather. Play on the courts is prohibited between the hours of 10:00 p.m. and sunrise.
3. Lighting: The lighting for the tennis courts shall be directed, shielded lighting, designed and installed in such a way as to prevent glare and excessive light on adjacent property while still providing sufficient light for the playing of tennis, for security and for safety.
4. Buffer: Consistent with Section 37.06 of the Land Development Code (as of August 5, 2014) a Type "L" landscape buffer consisting of a minimum of 67 shrubs and 3 trees per every 100 linear feet shall be installed and maintained along the southern boundary of the Property between the Property and the adjacent single family residence.
5. Covenants and Restrictions pertaining to the operation and maintenance of the Tennis Facilities shall be recorded in a form similar to that which is attached hereto as Exhibit "1." No amendment to the Covenants and Restrictions shall be effective until the amendment is approved by

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the Board of County Commissioners ("BOCC") at a duly noticed meeting. However, BOCC approval is not required for amendments related to changes in guest fees, dues, costs, fines or similar matters.

6. The Tennis Operator, Amelia National and the Club shall be prohibited from amending the Covenants and Restrictions to require the payment of an initiation fee, annual dues or a basic fee for court time (excluding fees for guests, lessons, clinics, social events, team dues and similar items) for use of the Tennis Facilities by any Amelia National Resident.

L. Tennis and Golf Tournaments: The operator of the tennis facility will coordinate all tennis tournaments with the operator of the golf course. Tennis tournaments and golf tournaments will not occur at the same time. The operators agree to plan all tournaments well in advance and to cooperate with each other to ensure that there are no scheduling conflicts. However, if a scheduling conflict cannot be avoided, a golf tournament will take precedence over a tennis tournament.

K-M. Sidewalks and Trails: Multi-purpose sidewalks and trails shall be provided to link the residential areas with the club and recreational facilities.

L-N. Street lights: Street lights shall be provided on each street in the residential areas.

M-O. Stormwater Management Facilities: All Stormwater management facilities shall be permitted by and constructed to the standards of Nassau County and the St. Johns River Water Management District whereby fences are not required, and shall be conveyed to the homeowner's/property owner's association which shall have responsibility for maintenance and insurance.

N-P. Wetlands and Wetland Buffers: A professional analysis of the wetlands on the property has been undertaken based on the St. Johns River Water Management District (SJRWMD) criteria, and the wetland lines based on that analysis have been flagged and surveyed. In addition, the wetland areas that are generally defined on the County's Future Land Use Map have been indicated. The wetlands on the site will be managed subject to an Environmental Resource Permit from the SJRWMD and Individual Permit from the US Army Corps of

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Engineers. These permits will utilize on-site wetland creation, enhancement and buffering to mitigate all impacts associated with the development such that there will be a net increase in wetland areas and improvement of wetland functions on the site. Existing and created wetlands that correspond to FLUM wetlands will be protected by an upland buffer as required by the current Nassau County requirements at the time of construction plan approval. All other wetlands on the site will be buffered pursuant to specific permit requirements of the St. Johns River Water Management District. All wetland areas and buffers shall be identified on the Final Development Plan(s).

Q. Amelia Concourse: The following conditions shall apply to the construction of the extension of Amelia Concourse:

1. The Developer shall work with the County and the other owners and developers whose properties are affected by Amelia Concourse to support the research and development of a financing mechanism that will result in the design, permitting and construction of the Amelia Concourse extension to County Road 107 as a public roadway on right-of-way owned by the County. The objectives of this effort are to effectuate a "fair share" mechanism for constructing the roadway with minimal impact on the county's general budget, and to achieve scheduling the improvement within the first three years of the County's 2001 Five-Year Work Plan. The County will assist in convening the other parties related to the extension of Amelia Concourse, as well as owners of larger property located along County Road 107 that may benefit from the construction of the Amelia Concourse extension. The County will make the services of its current legal and financial consultants available to undertake the necessary studies to support establishment of the financing mechanism, with the costs of this consultation being included in the proceeds from the funding mechanism. The Applicant agrees to participate in an MSBU to be formed for the extension of Amelia Concourse and to pay its fair share of the assessment (revised Condition # 9a from Exhibit "D" of Ordinance 2002-20).
2. If the condition above does not result in the construction of the Amelia Concourse extension

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prior to the issuance of the 1st building permit in Amelia National, the applicant/developer shall construct a two-lane extension to Amelia Concourse from the southwesterly point of the Lofton Pointe PUD to the western entrance of the Amelia National PUD. No building permits shall be issued until this two-lane extension to Amelia Concourse has been completed, subject to the conditions herein. If the condition above does not result in the construction of the Amelia Concourse extension prior to the issuance of the 350th building permit the applicant shall construct a two-lane extension of Amelia Concourse from County Road 107 to the southern entrance of Amelia National, subject to the conditions herein. The applicant shall provide off-site improvements at the intersection of Amelia Concourse and County Road 107 as required by the Engineering Services Department, subject to the conditions herein (revised Condition # 9b from Exhibit "D" of Ordinance 2002-20).

P-R. Final Development Plan and Phasing: The final development plan has been submitted to Nassau County with the first phase engineering submittal. This meets the 1-year submittal requirement. The preliminary development plan (Exhibit "B") matches the final development plan. Division of the future phases will be in a logical order to match the developer's agreement, engineering and concurrency constraints, and to deliver lots adequate to meet the future market demands.

The phasing plan submitted to Development Review Committee for site plan approval is feasible and reflects the compatibility to operate as an independent development (revised Condition # 6 from Exhibit "D" of Ordinance 2002-20).

Q-S. Notification: The Applicant shall incorporate into the covenants and restrictions notification to property owners, including fractional owners (i.e. time-share) of multi-family residential units, that they are living in a Planned Unit Development (PUD). The approved Preliminary Development Plan of the PUD shall be posted in the sales office at the time-share sales office.

EXHIBIT B

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Record and Return to:
T.R. Hainline, Jr., Esq.
Rogers, Towers, P.A.
1301 Riverplace Boulevard
Suite 1500
Jacksonville, Florida 32207

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE AMELIA NATIONAL TENNIS FACILITY PROPERTY

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE AMELIA NATIONAL TENNIS FACILITY PROPERTY ("Supplemental Declaration") is made, executed and delivered as of the ____ day of _____, 2014, by, AMELIA NATIONAL TENNIS CLUB, LLC, a Florida limited liability company, whose address is 10 Dunes Row, Amelia Island, Florida 32034, (hereinafter referred to as the "Tennis Operator"), and by AMELIA NATIONAL ENTERPRISE, LLC, a Florida limited liability company, whose address is c/o Hearthstone, Inc., 24151 Ventura Boulevard, Calabasas, California 91302 ("Amelia National"), and AMELIA NATIONAL GOLF MANAGEMENT, LLC, a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119 (the "Club").

WITNESSETH:

WHEREAS, Amelia National owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Amelia National designated the Club to own and operate Tennis Facilities, as defined below, on the Property, pursuant to the Amended and Restated Covenant for Club Membership and Club Charges, recorded in Official Records Book 1323, Page 1401, of the Public Records of Nassau County, Florida and re-recorded in Official Records Book 1346, Page 1151 of the public records of Nassau County, Florida, as amended from time to time (hereinafter collectively referred to as "Club Covenant"); and

WHEREAS Amelia National has now leased the Property to the Tennis Operator for the construction, operation and maintenance of a Tennis Facility, as defined below, and wishes to have the Tennis Operator own and operate the Tennis Facilities; and

WHEREAS, the Property is also subject to that certain Declaration of Covenants and Restrictions for Amelia National, recorded in Official Records Book 1284, Page 676, of the Public Records of Nassau County, Florida, as amended from time to time (hereinafter referred to as "Master Covenant"); and

WHEREAS, the Tennis Operator, Amelia National, and the Club have determined to supplement the Master Covenant and Club Covenant, as set forth herein; and

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NOW THEREFORE, the Tennis Operator, Amelia National and the Club agree to and do hereby supplement the Master Covenant and Club Covenant, as follows:

ARTICLE I DEFINITIONS

The following terms when used in this Supplemental Declaration shall have the meanings indicated:

1. All terms capitalized in this Supplemental Declaration and not otherwise defined herein shall have the same meaning as set forth in the Club Covenant.
2. "Non-Resident Members" shall mean a person or persons who does not meet the definition of Resident Member, as set forth below, but who has purchased a Tennis Membership, which membership permits them access to and use of the Tennis Facility subject to the terms and restrictions of this Supplement Declaration.
3. "Tennis Facility" shall mean and refer to the Property and up to eight (8) clay tennis courts, a tennis pro-shop not to exceed 1,500 square feet in size, and related facilities which include, but are not limited to associated parking, lighting, and landscaping.
4. "Tennis Membership" shall include any relationship meeting the requirements of Article 2, and may include the following types of memberships: Family Tennis, Couple Tennis, Single Tennis, Junior Tennis and Snow Bird Tennis.
5. "Tennis Operator" shall refer to Amelia National Tennis Club, LLC or its successors or assigns.
6. "Resident Members" shall mean an "Owner" of a "Lot", as those terms are defined in the Club Covenant or a person who maintains any classification of membership (including without limitation Lifestyle, Full Golf or otherwise) in good standing pursuant to the requirements of the Club Covenant and Master Covenant.

ARTICLE 2 MEMBERSHIP REQUIREMENTS

7. Non-Resident Members:
 - a. All Non-Resident Members must purchase and maintain in good standing a Tennis Membership.
 - b. The total number of available Tennis Memberships is limited to Five Hundred (500) at any given time.
8. Resident Members: All Resident Members shall have the same rights and privileges as those holding Tennis Memberships at no additional cost to such Resident Member. Residents Members will not be charged a basic fee for court time (excluding fees for guests,

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lessons, clinics, social events, team dues and similar items). The cap of Five Hundred (500) Tennis Memberships does not include or limit in anyway the number of Resident Members.

ARTICLE 3 TENNIS RULES

9. Hours of Operation. The Tennis Facilities may be open between sunrise and 10:00 p.m., weather permitting. The tennis courts and pro shop may close early during inclement weather. Play on the courts is prohibited between the hours of 10:00 p.m. and sunrise. All Resident Members, Non-Resident Members and their guests must vacate the Tennis Facilities at 10:00 p.m.; loitering is prohibited.

10. Court Reservations.

a. The Tennis Operator will establish an on-line reservation system, or a successor system similar in nature, which will be used for all court reservations. Should a Resident Member or Non-Resident Member be unable or unwilling to use the on-line reservation system, or its successor, for any reason, or if the on-line system is unavailable, then, pursuant to the restrictions set forth below, the Resident Member or Non-Resident Member can call the tennis pro shop for assistance in making a court reservation.

i. Resident Members may reserve a court time twenty-one (21) days in advance of the reservation date.

ii. Non-Resident Members may reserve a court time fourteen (14) days in advance of the reservation date.

iii. Resident Members and Non-Resident Members may reserve up to two (2) back-to-back court times.

iv. Resident Members and Non-Resident Members are expected to cancel reserved court times at least 24 hours in advance, barring an unforeseen emergency, if the member determines he or she no longer needs the court. If, in the Tennis Operator's sole discretion, it is determined that a member is habitually reserving courts and not using them, thus, prohibiting other members from being able to obtain court time, that member's on-line reservation privileges may be suspended for a period of time to be determined by the Tennis Operator, not to exceed four (4) weeks. If the member's on-line reservation privileges are suspended, the member will be required to call the tennis pro shop to reserve court time.

v. The on-line reservation system will not be available for same day court reservations. Resident Members and Non-Resident Members seeking a same day court reservation must call the tennis pro shop to determine if there is a court available.

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11. Alcohol.

a. Non-Resident Members, Resident Members and guests of members are prohibited from bringing alcohol onto the Property. A violation of this provision could result in a fine, suspension or termination of the Non-Resident Member's Tennis Membership or a Resident Member's right to access and use of the Tennis Facilities pursuant to the Enforcement provisions set forth in Article 8 below.

b. The Tennis Operator in connection with the Tennis Facilities will not apply for or hold a liquor license. No alcohol will be sold by the Tennis Operator or through the tennis pro shop.

12. Guest Policy. Guests of Resident Members and Non-Resident Members are permitted access to play up to twelve (12) time per year but no more than twice in any thirty (30) day period.

13. Additional Tennis Facility Rules. All Resident Members and Non-Resident Members shall be bound by and abide by the attached Amelia National Tennis Club Rules and Regulations, which rules and regulations may be modified or amended from time to time by the Tennis Operator (the "Rules and Regulations"). A copy of the current Amelia National Tennis Club Rules and Regulations will be available at all times from the tennis pro shop.

ARTICLE 4

ACCESS TO TENNIS FACILITIES BY NON-RESIDENT MEMBERS & OTHERS

14. Non-Resident Members Access Decals.

a. All Non-Residents who have purchased a Tennis Membership are required to purchase a Tennis Access Decal, or a successor device similar in nature, from the Tennis Operator or his designee, which generally consists of a bar code, transponder or similar device, for access to the Tennis Facilities. A Tennis Access Decal is required for each vehicle which the Non-Resident Member intends to use for transportation to the Tennis Facilities.

b. Each Tennis Access Decal shall cost \$40.00, subject to increase by written agreement by and between the Tennis Operator and Amelia National, which shall be affixed to the Non-Resident Member's vehicle by an Amelia National Golf and Country Club Security Guard or by the Tennis Operator or his designee. Affixing the Tennis Access Decal to anything other than a vehicle, for example onto a piece of cardboard which could be moved from one vehicle to another, constitutes a violation of this Supplemental Declaration and may result in a fine, suspension or termination of the Non-Resident Member's Tennis Membership pursuant to the Enforcement provisions set forth in Article 6 below.

c. The cost of the Tennis Access Decal is a separate cost which is not included in the Non-Resident Member's initiation fee or annual dues.

d. The Tennis Operator shall forward \$20.00 from the sale of each Tennis Access Decal to the Amelia National Property Owners Association, Inc. (the "Amelia POA") to

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be used by the Amelia POA for the maintenance of the Amelia National entrance roadway and gate.

15. Hours of Access by Non-Resident Members. The Non-Resident Member's Tennis Access Decal will permit access between sunrise and 9:45 p.m. The Tennis Access Decal will not permit access between the hours of 9:45 p.m. and sunrise.

16. Access by Guests & Others to the Tennis Facilities. The Tennis Operator will provide the Amelia National Golf and Country Club Security Guards, either the night before or the morning of, with a list of the names of the guests, tournament players and visitors expected at the Tennis Facilities on any given day. The Tennis Operator will request that the Security Guard match the names on the list to those persons entering Amelia National without an access decal. If a persons' name does not appear on the list, the Tennis Operator will ask that the Security Guard require proof of identification and that he or she copy the pertinent information in the Guard's log.

17. Revocation of Access. Unless a Non-Resident Member upgrades to a Lifestyle Membership or Full Golf Membership, the Tennis Access Decal shall be removed by the Non-Resident Member immediately upon termination of the Non-Resident Member's Tennis Membership. Additionally, Amelia National and/or the Amelia POA agrees to immediately deactivate any such Tennis Access Decal upon termination of the Tennis Membership.

ARTICLE 5 ACCESS TO CLUB FACILITIES

18. Access to Amelia National Golf Club Facilities and Pool is Strictly Prohibited.

a. Non-Resident Members are prohibited from accessing or using any of the Club Facilities, other than the Tennis Facilities, including, but not limited to the clubhouse, the bar, the restaurant, the golf course, the golf practice facilities, the swimming pool, the fitness center, the tot lot and any of the related recreational, social and ancillary facilities. A violation of this provision may result in a fine, suspension or termination of a Non-Resident Member's Tennis Membership pursuant to the Enforcement provisions set forth in Section 8 below.

b. This prohibition does not include a Non-Resident Member who has purchased a Lifestyle Membership or Full Golf Membership, nor does it include a Non-Resident Member who is an invited guests of a Resident Member, as long as the Resident Member accompanies the Non-Resident Member.

ARTICLE 6 EVENT CAP

19. Event Participants and Guests. The total number of players and spectators for an event at the Tennis Facilities shall not exceed one hundred thirty (130) people at any given time.

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ARTICLE 7 MEMBERSHIP MEETINGS

20. Semi-Annual Meetings. The Tennis Operator will hold two (2) general meetings per year with the tennis members, which members include the Non-Resident Members and the Resident Members. The general meeting will be scheduled approximately every six (6) months. The Tennis Operator will post notices announcing the meeting time and date at least two (2) weeks in advance in the tennis pro shop and will coordinate with the Club to provide an electronic notice to all Resident Members.

21. Annual Report. The Tennis Operator will retain the services of a Certified Public Accountant annually to confirm, in a written letter, the number of Non-Resident Memberships in good standing. The Tennis Operator will prepare a report which sets forth court usage by Non-Resident Members and Resident Members and which will also include the letter provided by the Certified Public Accountant (the "Annual Report"). The Annual Report will be presented at one of the semi-annual meetings and a copy will be kept in the tennis pro shop for review by members.

ARTICLE 8 ENFORCEMENT

22. Fine. A Non-Resident Member or Resident Member may be fined up to \$100.00 per day, per violation, where the Tennis Operator or the Club determines, in its sole judgment, that the member has materially violated the Rules and Regulations.

23. Suspension or Termination for Cause.

a. Membership privileges of Non-Resident Members and Resident Members may be suspended or terminated by the Tennis Operator or the Club (the "Enforcing Entity"), for cause, if, in the sole judgment of the Enforcing Entity, it is determined that the member has violated the Supplemental Declaration, the Master Covenants or the Club Covenants. Membership privileges may also be suspended or terminated by the Enforcing Entity for failure to timely pay dues, fees or fines due and owing.

b. The Non-Resident Member or Resident Member shall be notified, in writing, at the address provided on the member's membership application of any proposed suspension or termination and shall be given an opportunity to be heard by the Enforcing Entity to show cause why the individual should not be disciplined. If the individual desires to be heard, he or she must submit a written request for a meeting with the Tennis Operator, within seven (7) days of receipt of the notice of the proposed action. Upon receipt of the written request for a meeting, the Tennis Operator shall set a time and date for such meeting with the Enforcing Entity, which shall in no event be less than ten (10) days after such request. Depending upon the severity of the violation, in the sole discretion of the Enforcing Entity, the membership privileges of the offending member may be suspended pending final resolution. A Non-Resident Member whose Tennis Membership privileges have been suspended or terminated for cause is not entitled to a refund of any dues, fees or fines already paid.

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24. Suspension or Termination Without Cause. Notwithstanding anything else herein to the contrary, the Tennis Operator may terminate any Non-Resident Member's Tennis Membership without cause, provided that the Tennis Operator refunds the Non-Resident the annual dues paid for that year, provided the Non-Resident Member actually paid such annual dues.

ARTICLE 9 OTHER

25. Term. This Supplemental Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Tennis Operator, Amelia National, and the Club, or their successors and assigns, for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time this Supplemental Declaration shall be automatically extended for successive periods of then (10) years each. If the Tennis Facility shall cease to exist, for whatever reason, this Supplemental Declaration shall automatically terminate.

26. Binding Upon Successors and Assigns. This Supplemental Declaration shall be binding upon any successor(s) or assign(s) of the Tennis Operator, Amelia National or the Club.

27. Amendment. This Supplemental Declaration may only be amended by the Tennis Operator, Amelia National, and the Club in a written instrument, signed by all of the parties and recorded in the Public Records of Nassau County, Florida.

28. Operation. This instrument will take effect upon recordation in the Public Records of Nassau County, Florida. From and after such date, the parties intend that all references to the Supplemental Declaration now or thereafter made in any other instrument recorded in such public records, shall refer to the Supplemental Declaration, as amended from time to time.

29. Counterparts. This Supplemental Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be construed as a single document. Delivery of an executed counterpart of a signature page of this Supplemental Declaration by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Supplemental Declaration.

30. Limitation and Conflict. Except as set forth herein, all terms and conditions of the Master Covenant and Club Covenant remain in full force and effect. In the event of a conflict between the Supplemental Declaration and the Master Covenant or the Club Covenant, the terms set forth in the Supplemental Declaration prevail.

[Signatures Appear on the Following Pages]

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IN WITNESS WHEREOF, the Tennis Operator, Amelia National, and the Club have caused their duly authorized officers to execute and deliver this Supplemental Declaration the day and year first written above.

Signed, sealed and delivered in the presence of: Amelia National Tennis Club, LLC

Print name of witness: _____

By: _____

Name: _____

Its: _____

Print name of witness: _____

STATE OF _____
COUNTY OF _____

The foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for the Amelia National Tennis Property was acknowledged before me on the ____ day of _____, 2014, by _____, as the _____ of Amelia National Tennis Club, LLC, a Florida limited liability company, on behalf of the company. He (check one)() is personally known to me or () has produced _____ as identification.

WITNESS my hand and official seal on the day and year last aforesaid.

Notary Public. State of _____

Printed Name: _____

Commission Number: _____

My Commission Expires: _____

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Signed, sealed and delivered in the presence of:

Amelia National Enterprise, LLC

By: Amelia National-Nassau Limited Partnership,
a Florida limited partnership, Managing Member

By: FL MSIII GP, L.C., A Florida limited liability
company, General Partner

By: Hearthstone, Inc., a California corporation
d/b/a in Florida as Hearthstone Advisors, Inc.,
Manager

Print name of witness: _____

Print name of witness: _____

By: _____

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for the Amelia National Tennis Property was acknowledged before me on the ____ day of _____, 2014, by _____, as _____ of Hearthstone, Inc. Manager, of FL MSIII GP, L.C., General Partner, of Amelia National-Nassau Limited Partnership, Managing Member of Amelia National Enterprise, LLC, on behalf of the company. S/He (check one)(☐) is personally known to me or (☐) has produced _____ as identification.

WITNESS my hand and official seal on the day and year last aforesaid.

Notary Public. State of _____

Printed Name: _____

Commission Number: _____

My Commission Expires: _____

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Signed, sealed and delivered in the presence of: Amelia National Golf Management, LLC

Print name of witness: _____

By: _____
Name: _____
Its: _____

Print name of witness: _____

STATE OF _____
COUNTY OF _____

The foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for the Amelia National Tennis Property was acknowledged before me on the ____ day of _____, 2014, by _____, as the _____ of Amelia National Golf Management, LLC, a Florida limited liability company, on behalf of the company. S/He (check one)(____) is personally known to me or (____) has produced _____ as identification.

WITNESS my hand and official seal on the day and year last aforesaid.

Notary Public. State of _____
Printed Name: _____
Commission Number: _____
My Commission Expires: _____

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Amelia National Tennis Club Rules and Regulations

Guest Policy & Fees

Any adult or junior may play tennis at Amelia National as the Guest of a Social or Golf Member no more than twice per month.

90 minutes is considered one visit. Guests are only permitted two visits per month.

Guest Rates

90-minute Adult \$15

90-minute Family \$15

(Parents, In-laws, Siblings, Adult Children)

90-minute Junior \$15

Court Hours of Operation

The courts are available for play seven days a week, from sunrise until 10:00 pm. Players are only permitted on courts while the tennis facility is staffed.

Dress Code

Proper tennis attire must be worn at all times while playing. Tank tops are not permitted, nor are running shoes. Flat-Soled Tennis shoes are the only acceptable shoe on the courts. Tennis whites are not required at Amelia National Tennis

Inclement Weather

When inclement weather prevents play, an email will be sent to the Residents and Members. Follow-up emails will be sent with updates on the court status. Updates on court status can be found on our website or by calling the Pro-Shop. The Har-Tru courts must dry out before play can occur after rainfall. If lightning occurs, a thirty-minute

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delay will be invoked, at which time courts will need to be cleared until further notice.

Check-In Procedure

All Residents and Members are required to check in at the front desk in the Club House before they play on any court. The Tennis Staff will confirm your court reservation, sign you in for clinics, lessons or use of the ball machine, as well as check you in for any socials or league matches.