

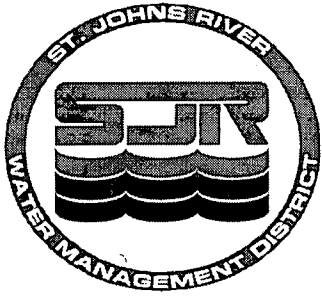
# 44

35985-2



# Compliance Submittal

## 1721



## Resource Management Routing Sheet

Application Number: 42-031-0160AIM

35985-2

Date Issued:

9/6/01

Date Mail Processed: 10/15/2001

Date Mail Received: 10/9/2001

Applicant:

Project Name:

Mail Type: COMPLIANCE INFORMATION

Mail Routed to :

~~Tim Sagor~~

Service Center/Compliance Director

Palatka Service Center

Comments:

→ R HARRELL

Data Capture Person: Gail Boone

Signature: \_\_\_\_\_

Monday, October 15, 2001

35985

96

*The Rene Dostie Company*

Real Estate Developers  
Ph: (904) 268-0511 • Fax (904) 268-7365  
10874 Hamilton Downs Ct.  
Jacksonville, FL 32257

October 5, 2001

Robin E. Harrell  
St. Johns River Water Management  
7775 Baymeadows Way Suite 102  
Jacksonville, Florida 32256

AIM

Re: **Pond Maintenance for Shiloh Creek Subdivision; Permit Number 42-031-0160M**

Dear Robin,

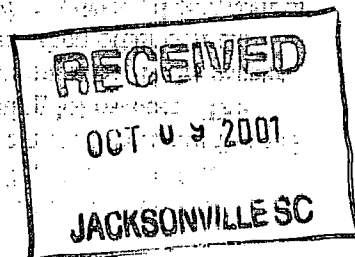
Please find enclosed a copy of the letter from my attorney Alan B. Almand in regards to your letter dated August 23<sup>rd</sup>, 2001. Also attached are pages 5 and 6 of the recorded Covenants and Restrictions for Shiloh Creek. As we discussed on Friday October 5, 2001, at the time this development was completed it was very common that Homeowner Associations were not formed but that the maintenance of the ponds were the responsibility of the adjoining lot owners. The Covenants and Restrictions give specific rights to the owners within a community. If the owner responsible for this lake maintenance refuses to perform such maintenance then other owners within the community would have the right to have such work performed and demand payment or place a lien against the property, which is responsible for such maintenance. The SJWMD may also have these lien rights.

Once you have had a chance to review these documents please feel free to call me so that together we can resolve this issue. During our conversation on October 5, 2001 I had asked if you could send to me a copy of the original permit for this project, since I no longer of a copy of this permit.

I appreciate your understanding and cooperation in regards to this matter.

Sincerely

  
Rene Dostie Jr.



**ALAN B. ALMAND, P.A.**

6810 St. Augustine Road

Jacksonville, FL 32217

Telephone: (904) 733-9994 Facsimile: (904) 737-9995

September 25, 2001

Mr. Rene Dostie  
10874 Hamilton Downs Court  
Jacksonville, FL 32257

RE: Shiloh Creek

Dear Rene:

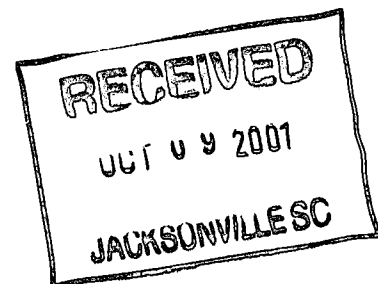
In response to your question regarding lake maintenance at Shiloh Creek, paragraph 15 and 16 of the Covenants and Restrictions for Shiloh Creek provides that all lake maintenance will be done by owners of the property abutting the lakes and further that the owner's of said lots by virtue of having acquired the lots subject to the Covenants and Restrictions shall be deemed to assume all the obligations and responsibilities of Renex Homes, Inc. as set for in the plat and permit issued to Renex Homes, Inc. by St. Johns Riverwater Management District. For you convenience, I enclose a copy of the relevant sections of said paragraphs.

If you have any questions regarding the matter, please do not hesitate to contact me.

Very truly yours,



Alan B. Almand





# St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director  
David Miracle, Jacksonville Service Center Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • (904) 730-6270

August 23, 2001

Mr. Rene Dostie, Jr.  
10874 Hamilton Downs Court  
Jacksonville, FL 32257-1526

**Re: Pond Maintenance for Shiloh Creek Subdivision; Permit Number 42-031-0160M**

Dear Mr. Dostie:

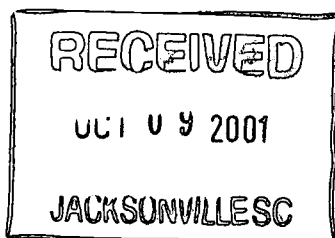
Based on citizen complaints, District Staff has inspected the permitted stormwater system for the above-referenced project and found that it is out of compliance with the permit. You are listed as the permittee and based on our records the project has not been transferred. Therefore, you are the entity responsible for maintenance of this system. Please contact this office within 15-days of receipt of this letter so that we may discuss specific corrective action. I can be reached at (904) 448-7907. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. E. Harrell', is written over the word 'Sincerely,'.

Robin E. Harrell  
Compliance Manager  
Jacksonville Service Center

cc: David Miracle, Beth Ghiotto, PDS/DL



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#### GOVERNING BOARD

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			David G. Graham JACKSONVILLE

6485 1554

OFFICIAL RECORDS

COVENANTS AND RESTRICTIONS  
SHILOH CREEK  
DUVAL COUNTY, FLORIDA

WHEREAS, Renex Homes, Inc., a Florida corporation, ("Developer"), is the owner of that land in Duval County, Florida, more particularly described in that plat of SHILOH CREEK recorded in Plat Book 43, pages 42, 42A, 42B & 42C of the public records of Duval County, Florida (the "Plat").

WHEREAS, the Developer intends that each of the lots shown on the Plat shall be used solely for residential purposes and wishes to plat certain covenants and restrictions upon the use of all of the lands described on the Plat for the mutual benefit of all the owners of lots located thereon, and therefore intends that these Covenants and Restrictions shall run with the title to the land hereby restricted.

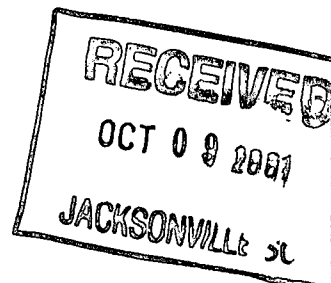
NOW, THEREFORE, The Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land (hereinafter sometimes referred to as the "Property") included in the Plat, and places upon the Property the following Covenants and Restrictions, to run with the title to the Property and all portions thereof. The grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property or shown on the Plat shall be deemed by the acceptance of such deed to have agreed to observe, comply with and be bound by all these Covenants and Restrictions as follows:

1. Lot or Lots: The term "Lot" or "Lots" means the lots shown on the Plat as amended from time to time. For purposes of these Covenants and Restrictions, any combination of contiguous lots or parts of lots under common ownership form an integral unit of lands suitable for use as a residential building site, shall be deemed to be one lot.

2. Single Family Residence Only: Each lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise

PREPARED BY & RETURN TO:  
Renex Homes, Inc.  
2960 Hartley Road  
Jacksonville, FL 32217

4900  
650  
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11. Fences: Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and not closer to the front of the lot than the front line of the main residence; nor closer than 20 feet to a side street when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than eight (8) feet from the normal surface of the ground. No chain link fences shall be erected on any lot. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer.

12. Motorists' Vision to Remain Unobstructed: The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgement and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

13. Residing Only in Residence: No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as a residence either temporarily or permanently.

14. Signs: No sign of any character shall be displayed or placed on any lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four (4) square feet, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Developer. The Developer may enter upon any lot and summarily remove any signs which do not meet the provisions of this paragraph.

15. Lake Maintenance: Lake Maintenance will be done jointly by Owners whose property abuts lakes.

16. The owner or owners of all lots abutting the lakes, drainage ditches and filtration systems within the subdivision, by virtue of having acquired said lots subject to these covenants and restrictions, shall be deemed to have assumed all of the obligations and responsibilities of Renex Homes, Inc., as set

forth in the plat of Shiloh Creek as recorded in Plat Book Number 43, Pages 42, 42A, 42B, & 42C of the current public records of Duval County, Florida, and the St. Johns Water Management District and as such assumes responsibility for their pro rata share of the cost of the treatment, maintenance, preservation and upkeep of the lake, filtration system and water level control equipment, if any.

17. The owner or owners of all lots abutting the lakes, drainage ditches and filtrations systems within the subdivision, by virtue of having acquired said lots subject to these covenants and restrictions, shall be deemed to have assumed all of the obligations and responsibilities of Dostie Builders Inc., as set forth in the Plat of Shiloh Creek as recorded in Plat Book Number 43, Pages 42, 42A, 42B, & 42C of the current public records of Duval County, Florida, and agree to indemnify Renex Homes, Inc., and save it harmless from suits, actions, damages and liability and expense 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 or at or from the lake, drainage ditches and filtration system as shown on the Plat or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires within the subdivision.

18. Exceptions: Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs as Developer deems appropriate and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

19. Aerials and Antennas: No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure or on any lot unless and until