

ED KILLEBREW
CHAIRMAN

CHASE BARNES
VICE CHAIRMAN

GEORGE DELOACH
BOARD MEMBER

EARL WALLACE
BOARD MEMBER

ANDREW BURNETT
BOARD MEMBER

EDIE WILSON
BOARD MEMBER

MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

LORENZO AGHEMO, MRP
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK



AGENDA
PLANNING BOARD MEETING
March 4, 2025 at 4:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. ExParte Communication

2. APPROVAL OF MINUTES

- a. February 4, 2025

3. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

4. REGULAR BUSINESS

- a. PB Case 25-01 Request to annex a 0.49-acre, single-family residence, into the City limits.
Parcel No.: 13-10-26-0000-0260-0002
Address: 1609 Edgemoor St. Palatka, FL 32177
Owner: Richard and Royane Mosley
- b. PB 23-19 Fairways Estes (fka Moseley Heights) Final Plat
Parcel No.: 13-10-26-3170-0010-0010
Address: Unassigned (Moseley Avenue and Edgemoor Street)
Owner: A&M Home Builders, LLC
- c. PB 24-24 Amend Future Land Use Map and Rezone 0.39 acres
Parcel No.: 12-10-26-1070-0080-0020
Address: 1822 Twigg Street
Owner: Preston Sloan Jr.

5. STAFF COMMENTS

6. BOARD MEMBER COMMENTS

7. ADJOURN

NOTICE: Persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerk's Office at 329-0100 at least 24 hours in advance to request accommodations.

STAFF REPORT

DATE: March 4, 2025
TO: City of Palatka Planning Board
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Any person wishing to appeal any decision made by the Planning Board with respect to any matter considered at such meeting will need a record of the proceedings, and for such purpose 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. FS 286.0105

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

None

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**MINUTES
PLANNING BOARD
February 4, 2025**

1. CALL TO ORDER

a. Invocation

Invocation led by Chaplain Mulberry.

b. Pledge of Allegiance

Pledge of Allegiance was led by Ms. Wilson.

c. Roll Call

Present:

Edie Wilson

Earl Wallace

Ed Killebrew

George Deloach

Absent:

Chase Barnes

Andrew Burnett

Also Present: Lorenzo Aghemo Planning Director, Jane West, City Attorney, Ryan Mickles Planner 1, Alex Romero Planning Clerk; Present via telecommunications technology: Alonzo Mulberry, City Chaplain Preston Sloan, Tobi McGuigan Shalene Estes, Allegra Klitchens, Former City Commissioner

d. Appeal Procedures & ExParte Communication

Time was allotted for ex parte disclosures.

2. APPROVAL OF MINUTES

a. January 7, 2025 Draft Meeting Minutes

Motion to approve by Wilson. Seconded by Deloach. The Motion passed unanimously.

3. PUBLIC COMMENTS

a. Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment. Upon hearing no requests to comment, the floor was closed to public comment.

4. REGULAR BUSINESS

a. PB 23-19 Moseley Heights Final Plat

Mr. Mickles presented a draft of the Final Plat for the Moseley Heights subdivision. He highlighted changes made by the applicant since the Planning Board's approval of the Preliminary Plat in August 2024. Modifications to the Final Plat included the August 2024 recommendations/conditions by staff. In addition, a dry pond was recommended by the Saint Johns River Water Management District for stormwater drainage. A third-party licensed survey (Morris Surveying and Mapping) recommended three changes. Staff noted that the applicant made a few additional changes to the Final Plat, including a submittal of a Title of Opinion, since the mailing of the Planning Board meeting packet last week, and those changes were reflected in an updated Declaration of Covenants and draft Final Plat being distributed at the Feb 4 Planning Board meeting.

The Planning Clerk submitted copies of the plat to the board. Board discussion commenced.

Mr. Wallace stated he had several concerns. He noted the name Moseley Heights (1946 subdivision) already existed and that the final plat being presented had to be renamed per state statute. He also noted that #4 on the applicant's Final Plat did not show the boundary referenced regarding Golf Club Heights. Mr. Wallace asked about mortgages/mortgagee's consent which could affect the recordation of the Final Plat.

Ms. West advised the opinion of the attorney needs to include whether or not there is a mortgage on the property.

The applicant, Tobi McGuigan of Green Cove, addressed the board. She agreed to change the subdivision name on the plat, and make all necessary changes discussed at this meeting. Ms. McGuigan agreed to work with Mr. Wallace on any additional changes needed per state statute 177.

Motion to continue to March 4 at 4:00 PM by Wilson. Seconded by Deloach. The Motion Passed unanimously.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - recommended to table the item to the next meeting.

Hearing no further requests to comment, the floor was closed to public comment.

b. PB 24-23 McLaury Cove Townhomes Preliminary Plat

Mr. Aghemo presented the request to subdivide two adjoining parcels totaling 31.33 acres into 248 lots and 14 tracts and review a Preliminary Plat for the purpose of developing a Planned Unit Development Plan consisting of 248 townhouses. Staff recommended approval of the proposed Preliminary plat, subject to the applicant addressing:

1. All utility easements must be a minimum width of 15'.
2. Utility Easement "UE" must be added to the legend.
3. Pavement width and the location of pavement on streets adjacent to the parcels must be shown.
4. Significant contours data must be shown (maximum ten feet);
5. Submit proof that all current property taxes have been paid.
6. Submit a title opinion of an attorney at law licensed in Florida.
7. The applicant will be required to bear the expense of a third-party licensed surveyor to review any final plat submitted.

Mr. Aghemo advised the applicant will have 6 months to bring the board a final plat for approval.

The applicant, Shaleen Estes, 14785 Old St. Augustine Rd., Jacksonville, FL 32258 advised the townhomes will be for sale.

Motion to approve by Wilson. Seconded by Deloach. The Motion Passed unanimously.

c. PB 24-24 Rezone 0.39 acres at 12-10-26-1070-0080-0020 (Twigg Street)

Mr. Aghemo addressed the board regarding the rezoning of a 0.39-acre parcel on Twigg Street between 1900 Twigg Street and 1814 Twigg

Street from Residential Single-Family (R-1A) to Two-Family Residential (R-2) and amend the future land use map from Other Public Facilities (OPF).to Residential Medium density (RM). The adjacent property has two detached single family dwelling units, although the future land use map density does not allow for two units on that parcel. Because one was built in 1915 and the other in 1955, they were grandfathered-in. Mr. Aghemo also noted the future land use map in this block is designated as OPF which does not correspond to the existing use in the area as the subdivision is single family homes and to the west is commercial.

The applicant, Preston Sloan, Jr. 2000 Reid St., Palatka, FL 32177, addressed the board. He spoke regarding his efforts to put more affordable housing in the City, and submitted photos. He advised he cannot split the lots as they would not be buildable.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - advised this has always been a residential area.

Hearing no further requests to comment, the floor was closed to public comment.

Board discussion commenced. Mr. Wallace expressed support of cleaning up the inconsistencies in the area with the future land use map and rezoning.

Motion to deny by Wallace. Seconded by Deloach. Motion Failed 2-2 with Wilson and Killebrew dissenting.

Mr. Aghemo advised that a new Comprehensive Plan for the City will be written in the next few months. Ms. West advised the City Commission will hear an accessory dwelling unit ordinance next Thursday at its meeting.

Motion to continue to March 4 at 4:00 PM by Wilson. Seconded by Deloach. Motion Passed unanimously.

5. STAFF COMMENTS Nothing further.
6. BOARD MEMBER COMMENTS Nothing further.
7. ADJOURN **Motion to adjourn at 4:58 PM by Deloach.**

Case PB 25-01- Annex, Amend Future Land Use Map and Rezone
Address: 1609 Edgemoor St., Approx. 0.49 acres
Applicants: Richard and Royane Mosley

STAFF REPORT

DATE: February 12, 2025
TO: City of Palatka Planning Board
FROM: STAFF

APPLICATION REQUEST

Request to annex one parcel, approximately 0.49-acres, into the City of Palatka for the purpose of connecting to the city's water system; amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Residential Low land use, and rezone from Putnam County Unincorporated to City of Palatka single-family residential (R-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for a 0.49-acre parcel located at 1609 Edgemoor Street. The property is currently being used as a single-family residence. The applicant wishes to connect to the City's water facilities which are available nearby. The parcel is adjacent to the City boundaries.

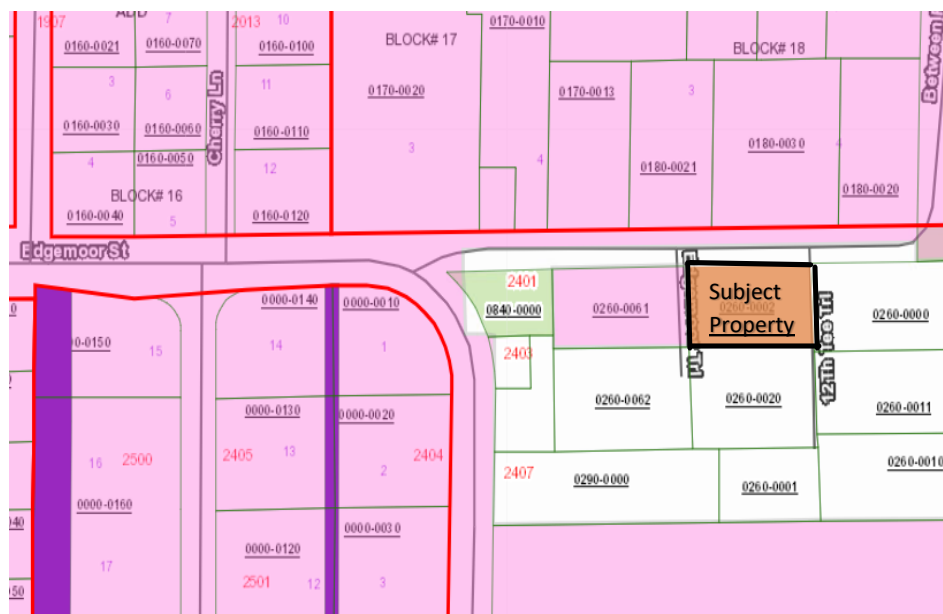


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	County Residential, Single-family (R-1)	County Urban Reserve (UR)	County Unincorporated
Property Proposed	City Residential, Single-family (R-1)	City Residential Low	City Residential, Single-family (R-1)
North	City Residential, single-family, low density (R-1AA)	City RL	City Residential, single-family, low density (R-1AA)
South	County Residential, single-family (R-1)	County Urban Reserve (UR)	County Unincorporated
East	County Residential, single-family (R-1)	County Urban Reserve (UR)	County Unincorporated
West	Vacant	County Urban Reserve (UR)	City Residential, single-family (R-1)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** subject site, the property is contiguous to the City limits to the west and north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water: water is available to the site in question. The applicant desires to connect to the City water system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

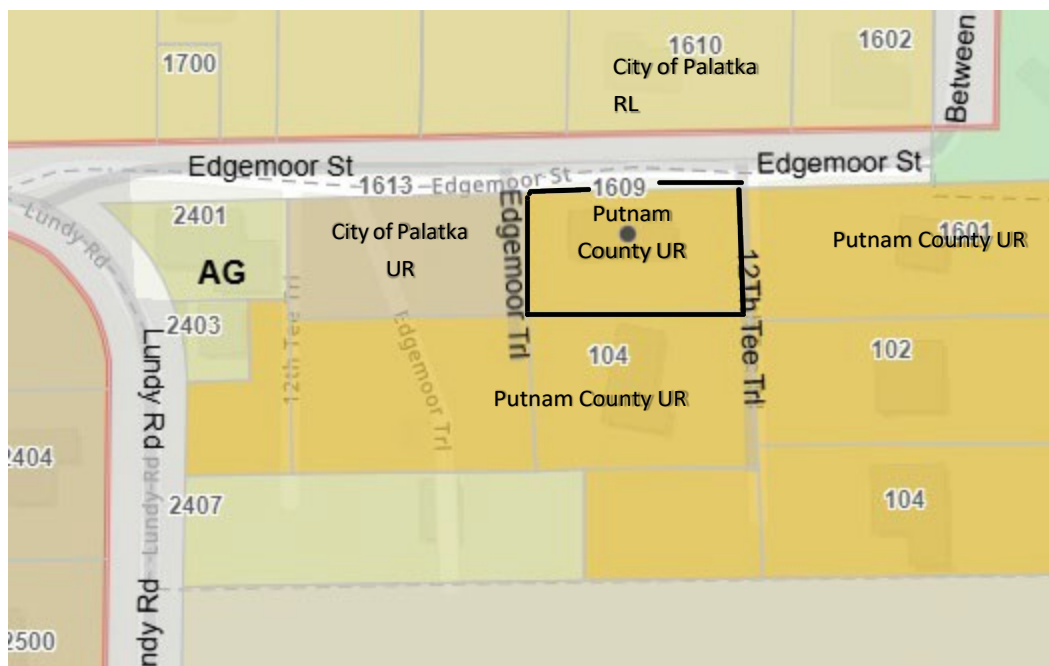


Figure 2: Current Future Land Use

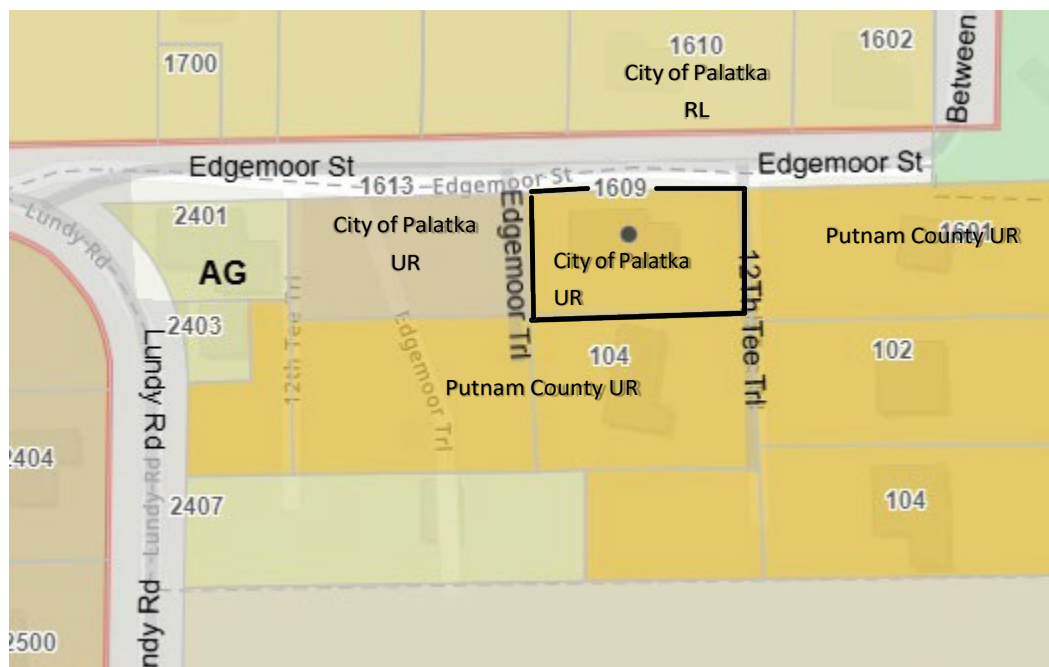


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the use as a single-family residence.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the West has water connections. This annexation would be contiguous, as it borders City limits to the West. The parcel is within a completely developed residential area.

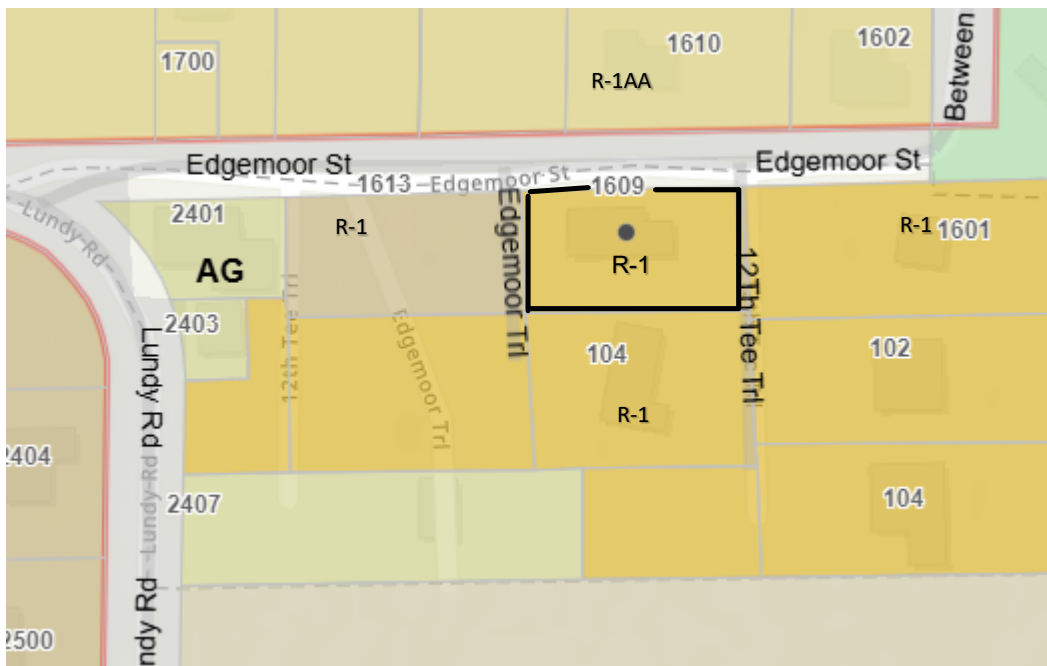


Figure 3: Zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property currently has an Urban Reserve land use classification. The proposed rezoning conforms with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use pattern in this area is residential in nature and the proposed land use will not alter existing land use patterns.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The parcel an established residential use in the area and being annexed into the city will not alter the existing relationship of the surrounding area.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property has long-standing residential use and is proposed to continue as such. There will be no increase in population or overtaxing of the load on public facilities.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Many of the surrounding parcels are already developed as a residential use and zoned as the same. Amending the property zoning to R-1 will keep proposed conditions on the property the same.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is long established as residential. Any existing living conditions will not change with approval.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The traffic patterns in the area are already established and will remain the same or affect public safety, as it is an existing use.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no impact on drainage in the area. All current conditions would remain the same.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
Response: No reduction in light and air to adjacent areas is expected, as the present use will remain unchanged.
- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*
Response: There should be no impact on property values as the use already exists.
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*
Response: The proposed rezoning will not be a deterrent for improvement of adjacent property.
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*
Response: The proposed rezoning will not grant a special privilege to the property owner.
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*
Response: The zoning classifications for this use in this area do not differ substantially. The property already has residential zoning. The only reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connect it to City water and sewer facilities.
- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
Response: The immediate area is residential in nature. The zoning already exists and is a part of the neighborhood.
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*
Response: It is not impossible, but the purpose of this request is to obtain water services from the City and reduce the presence of wells and septic tanks within the city limits. The property has an existing residential zoning in an established neighborhood.
- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*
Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 0.49-acre property into the City be approved for the purpose of connection to City of Palatka water services.
2. Staff recommends the request to amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL) be approved.
3. Staff recommends the request to rezone from Putnam County Unincorporated to City of Palatka (R-1) single-family residential district be approved.





ANNEXATION APPLICATION

DATE RECEIVED: 1/16/25
APP NUMBER: PB - 25-01
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Annexation: \$700.00 Small scale amendment <50 acres: \$1440.00 Large scale amendment >50 acres: \$2390.00

- | | |
|---|--|
| ☒ Application Fee | ☒ Site Map |
| ☒ Copy of Recorded Deed | ☐ Project Narrative |
| ☒ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: 1609 Edgemoor St.
- Parcel Number: 13-10-26-0000-0260-0002
- Parcel Dimensions: _____
- Current Property Use: Residential
- Current Future Land Use Map Designation: City: _____ County: _____
- Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
- Proposed Use: _____
- Current Zoning Designation: R-1 Requested Zoning Designation: _____
- Square footage of any proposed structures _____ Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Richard & Rogane Mosley
Mailing Address: 1609 Edgemoor St. Palatka, FL 32177
Phone Number(s): 904-599-7724 Email: ricmosley55@gmail.com

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____

To Be Notarized

Name (Print Name): Richard L Mosley

Signature: Richard L. Mosley Date: 1/16/2025

STATE OF Florida County of Putnam

Before me this day personally appeared Richard Mosley who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of Jan. A.D. 25.

(Notary Seal)



PETER WILLOTT
Notary Public
State of Florida
Comm# HH349690
Expires 1/12/2027

[Signature]
Notary Public

My commission expires: 1/12/2027 State of Fla. at Large.
Type of Identification Produced: D/K

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386) 329-0100
CASH RECEIPT

Date: 01/16/2025 OPER ID: AROMERO RECEIPT NO: F000492

RECEIVED FROM: BUILDING & ZONING REVENUE

AMOUNT RECEIVED: 706.00 TYPE: PP PP / 4984
AUTH CODE: 169405513

CHANGE DUE: 0.00

TOTAL RECEIVED: 706.00

DISTRIBUTION:		
AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
700.00		BUILDING & ZONING REVE
6.00		ZONING CONVENIENCE FEE

Application for Determination of Water and Sewer Availability

Date Received: 9/24/24
ART.

This application must be typed or printed in black ink and submitted to:

City of Palatka
Water & Sewer Utilities Dept.
1010 Ocean St.
Palatka, FL 32177

FOR INFORMATION REGARDING THIS FORM, CALL (386) 329-0109

TO BE COMPLETED BY APPLICANT			
1. Date: <u>9/23/24</u>		2. Property Address: <u>1609 Edgemoor St Palatka</u>	
3. Parcel Number: <u>131026000002600002</u>		3. Current Property Use: <u>Residence</u>	
4. Type of Service Requested (check one) ☒ Water ☐ Sewer ☐ Water & Sewer		Reason(s) for Request: <u>Want water even when the power goes out.</u>	
Owner(s) of Record: <u>Richard and Rogane Mosley</u>			
Owner Address: <u>1609 Edgemoor St</u> <u>Palatka, FL 32177</u>			
Phone Number: <u>904-599-7724</u>			
Email Address: <u>ricmosley55@gmail.com</u>			
<u>Richard & Mosley</u> Owner(s) signature		<u>9/23/24</u> Date	
FOR OFFICIAL USE ONLY			
1. Date Submitted <u>9-24-24</u>	2. Received By: <u>ART</u>	3. Preliminary review by: <u>Rhett H. McNamee</u>	4. Work Order assigned:
5. Water & Sewer (check) ☒ Water Available ☐ Sewer Available ☐ Extension Required (see map) ☐ Costs		6. Comments from Water & Sewer: <u>Water is available from a 2" water main on Edgemoor St. Sewer is not available.</u> <u>The property is contiguous to the city limits and must annex into the city to connect to city utilities.</u>	

Price Good For
60 Days.

City of Palatka Connection Fees / Water & Sewer

Estimated Monthly Consumption:

Fire Suppression:

Parcel #:

Permit:

Date:

SAMPLE

Contact Name: SAMPLE
Phone:
Service Address: SAMPLE
Contractor Contact:
Phone:

WATER TAP SERVICE FEES - Palatka Municipal Code Sec. 86-311 Appx. A				Qty	Cost ea	FEE
3/4 tap				1	\$ 1,000.00	\$ 1,000.00
1 inch tap				0	\$ 1,500.00	\$ -
2 inch tap				0	\$ 3,000.00	\$ -
Taps larger than 2 inches				0	\$ -	\$ -
WPCA Water Plant Replacement Charges (Impact Fee)				Qty	Cost ea	FEE
3/4 inch tap or less is used in a single family residence				1	\$ 1,122.00	\$ 1,122.00
1 inch tap is used in a single-family residence				0	\$ 1,870.00	\$ -
2 inch tap is used in a single-family residence				0	\$ 5,984.00	\$ -
Multi - Family Dwelling Unit Charge				0	\$ 897.00	\$ -
Commercial is \$112.00per the number of fixtures				0	\$ 112.00	\$ -
SEWER TAP SERVICE FEES - Palatka Municipal Code Sec. 86-342 Appx. A				Qty	Cost ea	FEE
Sewer Tap Fee				0	\$ 2,500.00	\$ -
SPEA Sewer Plant Replacement Charges (Impact Fee)				Qty	Cost ea	FEE
3/4 inch tap or less is used in a single family residence				0	\$ 1,180.00	\$ -
1 inch tap is used in a single-family residence				0	\$ 1,966.00	\$ -
2 inch tap is used in a single-family residence				0	\$ 6,293.00	\$ -
Multi - Family Dwelling Unit Charge				0	\$ -	\$ -
Per Dwelling Unit Charge				0	\$ 944.00	\$ -
Commercial per fixture				0	\$ 118.00	\$ -
Commercial per unit for any construction				0	\$ 15.00	\$ -
					TOTAL AMOUNT DUE	\$ 2,122.00

Notes:

Connection Fee Review and Payment Process

- 1 (New Construction) Plan Submittal by applicant to Building Department at:
Putnam County Planning and Development Services
2509 Crill Avenue, Suite 300
Palatka, FL 32177
- 1 (Existing Uses) Service Availability Request by applicant at:
Public Works
(386) 329 0107
1010 Ocean Street
Palatka, FL 32177
- 2 Utility plan review, calculation of connection charges and approval by Public Works
- 3 Pre-Annexation Review, Agreement and Fees by Planning Department
- 4 Email Transmittal of invoice to City of Palatka and Applicant
- 5 Payment of Connection Fees at:
Make Checks Out To The (Palatka Gas Authority)
Palatka Gas Authority
(386) 328-1591
518 Main Street
Palatka, FL 32177
- 6 Confirmation of Payment transmitted to Public Works and Building Department by email.
- 7 Service Installation and meter locked off by Public Works
Applicant establishes account at:
Utility Billing - Palatka Gas Authority
518 Main Street
Palatka, FL 32177

Tap Fees Revised 10/1/2022
Impact Fees Revised 5/16/2023



THIS INSTRUMENT PREPARED BY
Phyllis N. Crabtree
GULLETT TITLE, INC.
401 SAINT JOHNS AVENUE
PALATKA, FLORIDA 32177-4724
Our File No.: **G44404**

Inst: 201854004300 Date: 03/06/2018 Time: 4:18PM Doc Stamp-
Deed: 1120.00 By: CH, DC, Tim Smith, Putnam, County Page 1 of
2 B: 1500 P: 346

Property Appraisers Parcel Identification (Folio) Number: **13.10.26.0000.0260.0002**
[SPACE ABOVE THIS LINE FOR RECORDING DATA]

WARRANTY DEED

THIS WARRANTY DEED, made the 5th day of March, 2018 by **TIFFANY LEE PARKER FLANDERS f/k/a as TIFFANY LEE PARKER, a married woman, joined by WILLIAM L. FLANDERS, her husband**, whose post office address is 320 Moonstone Drive, East Palatka, FL 32131 herein called the Grantor, to **RICHARD L. MOSLEY and ROYANE MOSLEY, husband and wife** whose post office address is 1609 Edgemoor Street, Palatka, FL 32177, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Putnam County, State of Florida, viz.:

Parcel D:

A part of the lands described in Official Records Book 432, Page 1765 of the Public Records of Putnam County, Florida, being a part of Government lot 4, Section 13, Township 10 South, Range 26 East and being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Government Lot 4; thence South 89 degrees 00 minutes 10 seconds West, along the Northerly line of said lands described in Official Records Book 432, Page 1765, a distance of 167.51 feet to the POINT OF BEGINNING; thence continue South 89 degrees 00 minutes 10 seconds West, along said Northerly line, a distance of 177.89 feet; thence South 02 degrees 24 minutes 00 seconds East, a distance of 119.24 feet; thence North 89 degrees 00 minutes 10 seconds East, a distance of 177.89 feet; thence North 02 degrees 24 minutes 00 seconds West, a distance of 119.24 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for the purpose of INGRESS, EGRESS and Utilities over and across that certain easement described in Official Records Book 544, Page 197 of the public records of Putnam County, Florida.

SUBJECT TO any and all easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Cathy A. Deschenes
Witness #1 Signature
Cathy A Deschenes

Witness #1 Printed Name

Phyllis N. Crabtree

Witness #2 Signature

Phyllis N. Crabtree
Witness #2 Printed Name

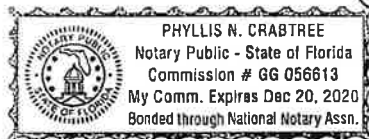
Tiffany Lee Parker Flanders
TIFFANY LEE PARKER FLANDERS

William L. Flanders
WILLIAM L. FLANDERS

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me this 5th day of March, 2018, by Tiffany Lee Parker Flanders and William L. Flanders who are personally known to me or have produced a driver's license as identification and ☐ did ☒ did not take an oath.

{SEAL}



My commission expires:

Phyllis N. Crabtree
Notary Public

Phyllis N. Crabtree
Printed Notary Name

Case PB 23-19 – Fairway Estates (aka Moseley Heights) Final Plat
Address: Moseley Avenue and Edgemoor Street 2.17 +/- acres
Applicant: A&M Home Builders, LLC

STAFF REPORT

DATE: March 4, 2025
TO: City of Palatka Planning Board
FROM: Lorenzo Aghemo, MRP
Planning Director

APPLICATION REQUEST

A&M Homebuilders, LLC has submitted a request for final plat for a 6-lot residential subdivision located on the north-west side of Moseley Avenue and Edgemoor Street, identified by parcel No. 13-10-26-3170-0010-0010.

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The preliminary plat for this project was approved by the Planning Board on August 6, 2024 subject to conditions recommended by staff. In January 2025, the applicant submitted to staff a draft final plat for Planning Board approval at its February 4, 2025 meeting. The February 2025 staff report with details regarding the staff conditions is included as an attachment.

The preliminary plat proposed (6) six residential lots for the future development of (6) six single-family homes. On the final plat, the widths and depths for Lots 1, 2, and 3 did not change, however, the depths for Lots 4, 5, and 6 were modified to accommodate the inclusion of a 0.5 acre 'Dry Pond' (also referred to as Common Area) which was recommended by the St. Johns River Water Management District (SJWMD) as part of stormwater management for the site.

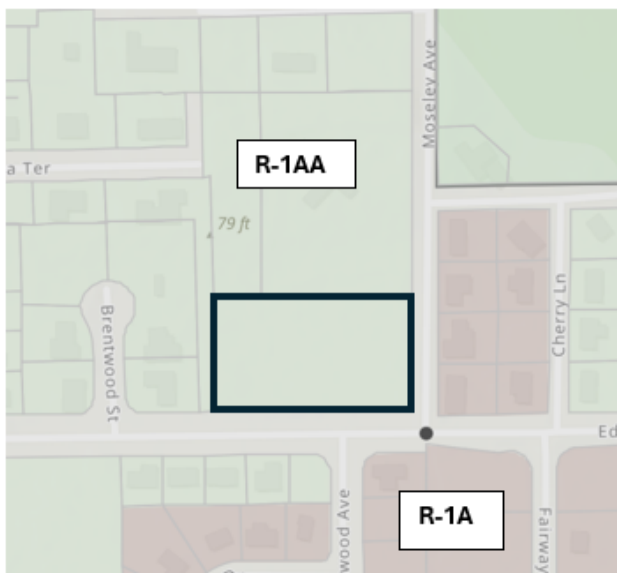


Figure 1 Location map of subject parcel outlined in 'black' showing existing zoning

Based on comments raised at the February 4, 2025 meeting, the Planning Board agreed to continue its review of the final plat to the March 4, 2025 meeting.

Below is a summary of comments from the February 2025 Planning Board meeting.

- Name of Proposed Subdivision. The proposed name “Moseley Heights” on the final plat/subdivision would need to be changed based on state statutes and the existence of a recorded subdivision with that same name.

Staff response: On the revised draft final plat, the applicant has changed the name from “Moseley Heights” to “Fairway Estes”. The applicant has also updated the name change on the Title of Opinion and the Declaration of Covenants.

- The North Boundary of Gulf Club Heights. The January 2025 final plat made reference to the north boundary of Gulf Club Heights, listed under General Notes #4. That boundary line was not shown on the plat.

Staff response: The applicant has not revised the General Notes or the language noted in #4. A “REC” notation was removed adjacent to Lot 2 (S00 °31’13”W 228.97’ (ACT)) in the updated/revised draft plat.

- Title of Opinion. There was no mention of mortgages/mortgagee’s consent in the Title of Opinion or on the final plat. Clarification or confirmation was needed.

Staff response: The applicant has updated the Title of Opinion which now states there are no mortgages. Thus, no language was added on the revised/updated final plat regarding mortgagee’s consent.

The proposed subdivision lots meet the development standards for the requested R-1AA zoning. The plat is in general conformance with the City of Palatka Code of Ordinances Sections 74-9 and 74-12 and with Florida Statutes chapter 177. It is also in general conformance with the previously approved preliminary plat.

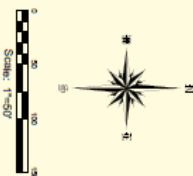
Staff Recommendation

1. Staff recommends **APPROVAL** of the final plat application pending any further changes by the Planning Board.

A REPLAT F/A PORTION OF GOLF CLUB HEIGHTS, AS RECORDED IN
MAP BOOK 3, PAGE 124 OF THE PUBLIC RECORDS OF PUTNAM
COUNTY, FLORIDA, CITY OF PALATKA
SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST

PLANNING BOARD APPROVAL. _____
 THE CHAIRMAN THAT THE PLAN WAS PRESENTED TO PLANNING COMMISSION OF PALM BEACH COUNTY, FLORIDA AND IS
 APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 2015.

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SHEET 1 OF 1

OFFICIAL RECORDS BOOK 1703, PAGE 1516
Page 74

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AAAI HOME BUILDING, LLC

FOR MULTIPARTY VARIANTS SEE WEBINAR

WINNERS TO ALL PARTIES

WITNESS TO ALL PARTIES

STATE OF FLORIDA
COUNTY OF PUTNAM
THE FOREGOING ADOPTEE AND DONOR WAS ACKNOWLEDGED BEFORE ME 1-18 DAY OF 2008, BY
TOTAL WITNESS, HANDED OVER, WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED A _____
AS IDENTIFICATION.

NOTARY PUBLIC

NY DIVISION OF TAXATION _____

PERSONAL CORPORATION OR ENTITY ACQUIRING THE DISCOUNT AS SHOWN ON THE PLAT IN THE EVENT THE PLAT DOES NOT CONTAIN A DISCOUNT, HERRICK CERTIFY THAT THE DISCOUNT WAS PLATTED AND RECORDED TITLE TO THE LAND ACCORDINGLY. HERRICK CERTIFY THERE ARE NO LATER RECORD ENCUMBRANCES OR RECORD MANNER SAID DISCOUNT, EXCEPT AS SHOWN ON SAID PLAT, AND THAT THE VOTES FOR THE ISSUE _____ WERE CAST AS FOLLOWS:

107

_____ I hereby certify that the foregoing has been filed in the Public Records of Alameda County, Florida on this _____ day of _____, 2005, in Book _____ Page _____.

By _____, Clerk of the Circuit Court.

THIS PLAN WAS DESIGN REVIEWED FOR COMPLIANCE WITH FLORIDA STATUTES CHAPTER 572, SECT. 5, QUALIFIED FOR THE CITY OF PALM BEACH, FLORIDA
 SIGNED AND SEALED THIS _____ DAY OF _____, 2025.

SIGNED AND SEALED THIS _____ DAY OF _____, 2025.

SURVEYORS CERTIFICATE:
FLORIDA CHARTERED SURVEYORS, INC.
8840 N.W. 27th ST. #1066
MIAMI, FLORIDA 33150

1. **Identify the main components of the system.** The system consists of a **client** and a **server**. The client is responsible for sending requests to the server, and the server is responsible for processing these requests and returning responses.

FLORIDA CERTIFICATE NUMBER
120 BAINBRIDGE WOODS TRAIL,
PALM ATLAS, FLORIDA 32717
PHONE (386) 540-6225
FAX (386) 540-6225
E-MAIL: info@bainbridge.com
PLOTTED 5-10-25

FAIRWAY ESTATES

A REPLAT OF A PORTION OF GOLF CLUB HEIGHTS, AS RECORDED IN
MAP BOOK 3, PAGE 124 OF THE PUBLIC RECORDS OF PUTNAM
COUNTY, FLORIDA, CITY OF PALATKA
SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSIONERS:

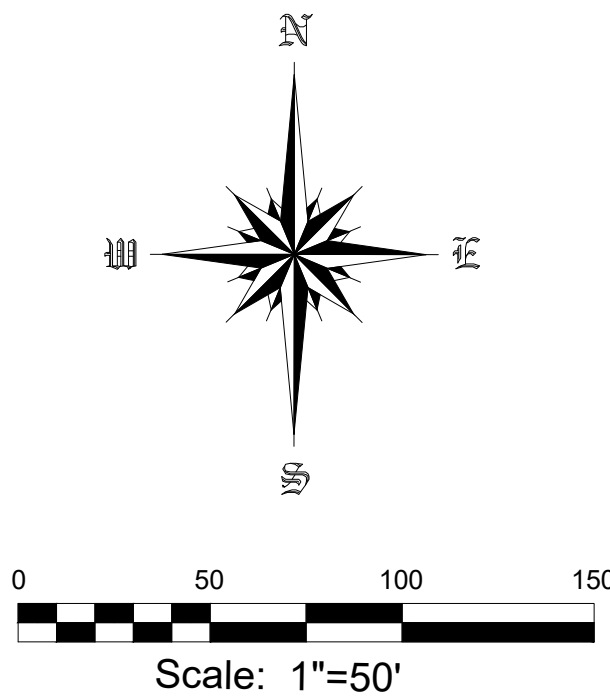
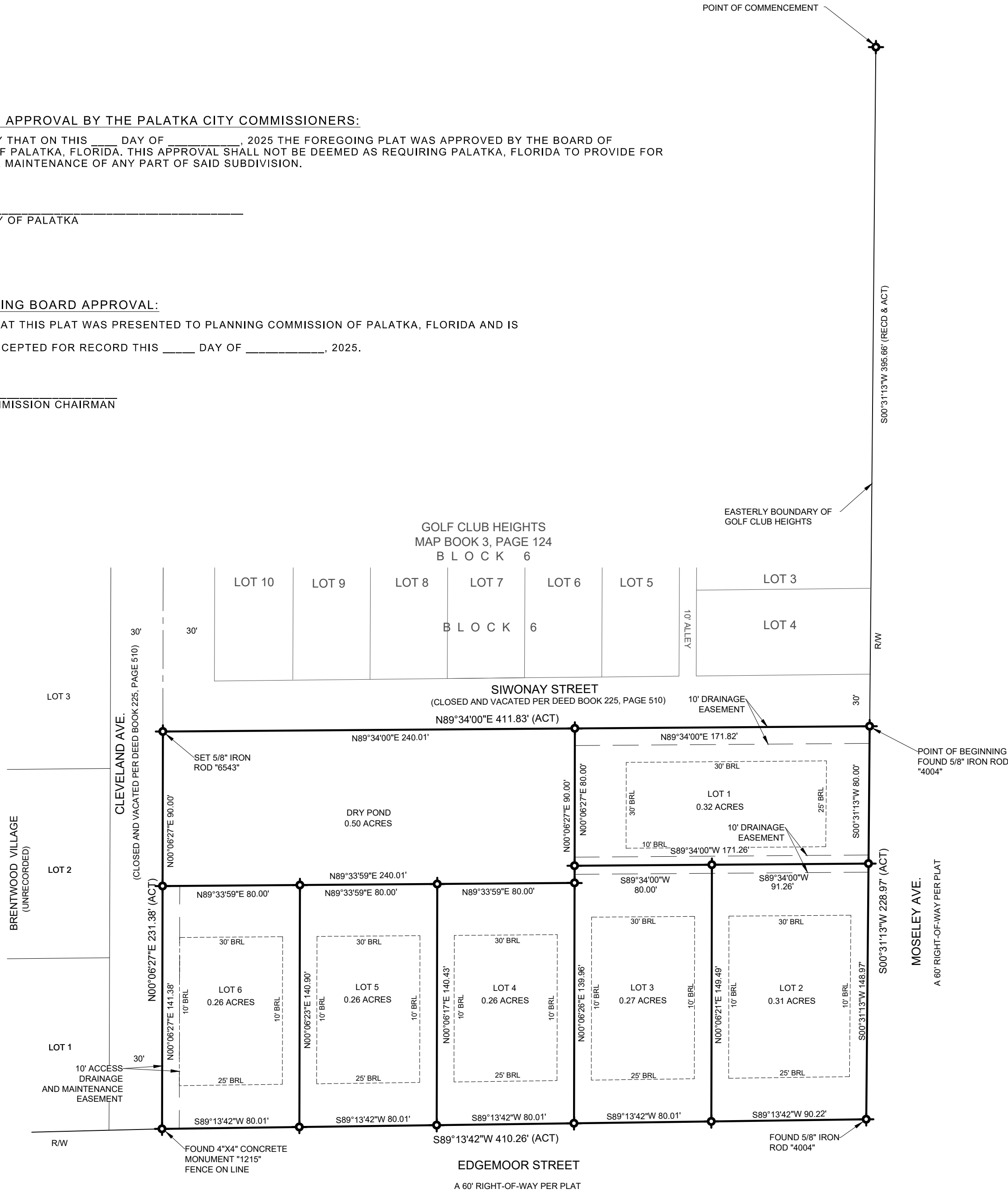
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF PALATKA, FLORIDA. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: _____
MAYOR, CITY OF PALATKA

PALATKA PLANNING BOARD APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO PLANNING COMMISSION OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 2025.

BY: _____
PLANNING COMMISSION CHAIRMAN



CAPTION

OFFICIAL RECORDS BOOK 1703, PAGE 1518
Parcel "A"

A parcel of land lying in and being a part of Block 1, Cleveland Avenue, and Siwonay Street (closed) of Golf Club Heights, according to the plat recorded in Map Book 3, page 124 of the public records of Putnam County, Florida. Said parcel being more particularly described as follows:

Commence at a concrete monument at the intersection of the Northerly boundary of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 10 South, Range 26 East, Putnam County, Florida (also being the Northerly boundary of said Golf Club Heights) and the Westerly boundary of the right-of-way of Moseley Avenue thence run South 00 degrees, 31 minutes and 13 seconds West, along said Westerly boundary, 395.66 feet to an 5/8 iron rod at the center-line of said Siwonay Avenue (closed) for the Point of Beginning of this description.

From Point of Beginning thus described continue South 00 degrees, 31 minutes and 13 seconds West, along said Westerly boundary, 228.97 feet to an iron rod at the Southeast corner of said Block 1 on the Northerly Boundary of the right-of-way of Edgemoor Street; thence South 89 degrees, 13 minutes and 42 seconds West, along said Northerly boundary, 410.26 feet to a concrete monument at the intersection of said Northerly boundary of the right-of-way of Edgemoor Street with the centerline of Cleveland Avenue (closed); thence North 00 degrees, 06 minutes and 27 seconds East, along said centerline, 231.38 feet to an iron rod at the center-line of said Siwonay Avenue (closed), thence North 89 degrees, 33 minutes and 60 seconds East, 411.83 feet along center-line of said Siwonay Avenue (closed) to the point of Beginning and to close. Containing 2.17 Acres

ADOPTION AND DEDICATION:

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREFTER BE KNOWN AS FAIRWAY ESTATES, AND THAT HAS 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 PLAT OF SAID LANDS; THE ROADS RIGHTS OF WAY DESIGNATED AND DEPICTED IN THIS PLAT ARE IMPROVEMENTS WHICH ARE NOW CONSTRUCTED. TITLE TO ALL LANDS DEPICTED ON THIS PLAT, WITH THE EXCEPTION OF RIGHTS OF WAY HEREIN ABOVE DEDICATED, IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS. PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO ANY NUMBERED RESIDENTIAL LOT TO PRIVATE PURCHASERS FOR RESIDENTIAL USE. THIS CERTIFIES THAT A&M HOME BUILDERS, LLC ARE OWNERS OF THE REAL ESTATE SHOWN ON THIS PLAT, HENCEFORTH TO BE KNOWN AS FAIRWAY ESTATES, DO HEREBY CONSENT TO THE FILING OF THIS PLAT.

A&M HOME BUILDERS, LLC

BY: _____
TOBI McGUIGAN, MANAGING MEMBER WITNESS TO ALL PARTIES

WITNESS TO ALL PARTIES

STATE OF FLORIDA
COUNTY OF PUTNAM

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025, BY TOBI McGUIGAN, MANAGING MEMBER, WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED A _____ AS IDENTIFICATION.

NOTARY PUBLIC

STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

TITLE INSURANCE COMPANY CERTIFICATION:

I, _____ OF _____ DO HEREBY CERTIFY THAT THE RECORD OF TITLE TO THE LAND AS DESCRIBED ON THIS PLAT IS IN THE NAME OF THE PERSON, PERSONS, CORPORATION, OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. ADDITIONALLY, I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OR RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT, AND THAT THE TAXES FOR THE YEAR ____ HAVE BEEN PAID.

THIS ____ DAY OF _____, 2025.

BY: _____

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS ____ DAY OF _____, 2025, IN MAP BOOK _____, PAGE _____.

BY: _____
CLERK OF THE CIRCUIT COURT

CITY OF PALATKA SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF PALATKA, FLORIDA.

SIGNED AND SEALED THIS ____ DAY OF _____, 2025.

ELLERY P. MORRIS
FLORIDA CERTIFICATE NUMBER #4004
6845 S.E. 221ST STREET
HAWTHORNE, FLORIDA 32640

SURVEYORS CERTIFICATE:

ATTESTED BELOW THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUES CHAPTER 177, PART 1

SIGNED AND SEALED THIS ____ DAY OF _____, 2025.

STEPHEN SPEAKS
FLORIDA CERTIFICATE NUMBER #6543
120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE: (386) 546-6555
EMAIL: 12SPEAKSOF@GMAIL.COM
PLOTTED 1-10-25

GENERAL NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORMAT OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X". FLOOD ZONE LINES SHOWN ON THIS PLAT ARE A GRAPHICAL DEPICTION SCALED & PLOTTED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 120273, PANEL NO. 12107C0194C, EFFECTIVE DATE FEBRUARY 2, 2012 AND ARE NOT FIELD LOCATED. THE FEMA MAPS ARE PERIODICALLY UPDATED SO IT IS THE OWNERS RESPONSIBILITY TO CHECK FOR THE MOST CURRENT MAPS. IF MORE DETAILED INFORMATION IS NEEDED, ADDITIONAL SERVICES ARE REQUIRED.
- THE BOUNDARY SURVEY, PROVIDED BY THE A&M BUILDERS, WAS PERFORMED BY: MORRIS SURVEYING & MAPPING INC, FL SURVEY LB#7880
ELLERY P. MORRIS, FL SURVEY CERT#4004
DATED MARCH 16, 2021.
JOB#21-115, FIELD BOOK-691
- BEARINGS SHOWN HEREON ARE SHOWN ON THE PREVIOUS BOUNDARY AS RELATIVE TO AN ASSUMED DATUM AND ARE BASED ON THE NORTHERLY BOUNDARY OF GOLF CLUB HEIGHTS (=EAST):
- MINIMUM SETBACK REQUIREMENTS:
FRONT = 25'
REAR = 30'
SIDE = 10'
- ALL PURCHASERS ARE HEREIN NOTIFIED THAT THE IMPROVEMENTS IN THIS SUBDIVISION ARE PRIVATELY MAINTAINED AND THE CITY WILL NOT ACCEPT RESPONSIBILITY FOR THE MAINTENANCE OF THE IMPROVEMENTS. ALL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
- UNLESS IT CONTAINS ALL NUMBERED SHEETS AND IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)
- PUTNAM COUNTY FLORIDA PARCEL 13-10-26-3170-0010-0010.
- ALL BEARING/DISTANCE CALLS ARE SURVEY MEASURED CALLS UNLESS DESIGNATED OTHERWISE.

LEGEND

(REC) = RECORD
(ACT) = ACTUAL
◆ SET 5/ 8" IRON ROD "PSM6543"
UNLESS NOTED OTHERWISE
R/W = RIGHT OF WAY
BRL = BUILDING RESTRICTION LINE

Declaration of Covenants, Conditions,
Restrictions and Easements
For
FAIRWAY ESTATES

THIS DECLARATION is made on this ____ day of _____, 20____ by **A&M HOME BUILDERS, LLC** whose mailing address is **153 Branscomb Road, Green Cove Springs, FL 32043**, hereinafter referred to as “Developer”).

RECITALS:

A. Developer is the owner of all that certain real property (“the Property”) located in PUTNAM County, Florida, and more particularly described as and shown on the proposed plat of FAIRWAY ESTATES.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, and condition.

C. Developer desire to maintain the beauty of the Property, and to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the covenants, conditions, restrictions and easements and rules set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with title to the Property and be binding upon all parties having any right, title or interest in the Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

- (a) FAIRWAY ESTATES shall mean the proposed plat to be recorded in the public records of PUTNAM County, Florida.
- (b) "Association" shall mean and refer to FAIRWAY ESTATES, a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").
- (c) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.
- (d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (e) "Charges" shall mean and include all General, Special and Lot Assessments.
- (f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned or required to be maintained by the Association which is intended for the common use and enjoyment of all the owners within the Property. The Common Areas will include the easement described hereinafter including but not limited to an easement for the construction, reconstruction and maintenance of the dry pond which may be constructed by Developer.
- (h) "Developer" shall mean and refer to A&M HOME BUILDERS LLC or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

- (i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.
- (j) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.
- (k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VII entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.
- (l) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.
- (m) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.
- (n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.
- (o) "Mortgage" shall mean any bona fide mortgage encumbering a Lot as security for the performance of an obligation.
- (p) "Mortgagee" shall mean and refer to any owner and holder of a Mortgage.
- (q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.
- (r) "Plat" shall mean and refer to that certain plat of FAIRWAY ESTATES per plat thereof to be recorded in the public records of PUTNAM County, Florida.
- (s) "Property" shall mean and refer to that certain real property described on the Plat.
- (v) "Special Assessment" shall mean and refer to those Special Assessments referred to in Article VII hereof.
- (w) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, over-drainage, environmental degradation and water

pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code.

- (x) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in PUTNAM County, Florida, which has been more particularly described as FAIRWAY ESTATES.

Section 2. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments.

Section 3 - Amendment. After Class B Membership is terminated, there must be approval of at least sixty-six percent (66%) of the Owners for amending this Declaration.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association shall have two (2) classes of voting membership:

- (a) Class A: Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long

as, more than one (1) member holding an interest in that Lot lawfully seeks to exercise it.

- (b) Class B: Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one (1). The Class B membership shall cease when the Developer has conveyed one hundred (100%) percent of the Lots within the Property or when the Developer, in its sole discretion, elects to terminate its Class B membership, whichever shall occur first.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

- (a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.
- (b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.
- (d) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

Section 2. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, the Association shall repair the damage. Such repairs will be performed in good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The expense incurred by the Association in making such repairs shall be the responsibility of such Lot Owner who caused the damage and shall become a Lot Assessment.

Section 4. Prior to elimination of the Class B Membership, Developer hereby covenants that it will convey such easements to the Association over property then owned by the Developer as may be reasonably necessary to enable the Association to perform its duties and responsibilities as set forth in the Declaration. Such conveyance shall be subject to covenants, easements, restrictions and all other terms and conditions, limitations, and reservations contained in the Declaration.

Developer shall and does hereby reserve an alienable and releasable easement over and across the Common Area for its benefit and the benefit of its successors in title or assignees of record, which easements shall be for the purpose of and include the right, but not the obligation, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, maintain and make alterations and additions to the entrance way and signage, landscaping or creation of new easements or modifications of pre-existing easements, to exercise any other rights provided for elsewhere herein, or take any other actions necessary to ensure that the Common Areas are maintained and preserved in a quality manner. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the Common Areas have not then been conveyed to the Association. Developer hereby reserves for itself, the Association and the Owners an alienable and releasable easement over and through rear and side yard drainage systems within the Property for drainage of surface water.

ARTICLE V **ASSOCIATION**

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including, but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 3. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefore shall be included within the General Assessment or Lot Assessment as the case may be.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of PUTNAM County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer of the Association or its agent. The claim of lien can provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the non-use by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner. Mortgagees are not required to collect assessments.

Section 2. Each Lot within the Property is subject to a Capital Contribution and an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such a Capital Contribution and General Assessments must be allocated equally on a per Lot basis. The Board of Directors of the Association by a majority vote shall set a Capital Contribution and Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessment shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of anyone or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full. The maximum Annual General Assessment shall not increase more than five percent (5%) per year unless by a vote of a majority of the members. This cap on maximum Annual General Assessment will be waived if Developer elects to add additional lands or improvements to the common area.

Section 3.

- (a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.
- (b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot (or a charge under Section 3 of Article IV above), or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. The initial Assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner by the Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty (30) day month.

Section 6.

- (a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at the maximum rate allowed by law, until paid.
- (b) Any charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such

action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, said Lot.

- (c) Each Owner, by acquisition of an interest in a Lot hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise avoid liability for the charges provided for herein by abandonment of his Lot.
- (d) The lien rights provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment. Sale Foreclosure or transfer of any Lot shall not affect such lien.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8 - Budget.

- (a) The fiscal year of the Association shall consist of a twelve (12) month period commencing on the first day of January of each year and terminating on the last day of December of that year.
- (b) Developer shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.
- (c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors reserves the right to determine the collection periods, whether they be quarterly or annually. The Association Board of Directors shall send each

of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

- (d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority; and
- (b) All Common Areas; and
- (c) All Lots owned by Developer.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

Section 11. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 12. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 13. Swale Maintenance. The Developer has construed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns

River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

ARTICLE VIII

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1 - 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 provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single-family residence with a minimum of one (1) car usable garage. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be constructed to prevent Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or utility easement, in which event none of these restrictions shall apply.

Section 2 - Set Back Restrictions. Set back restrictions for all Lots shall be in accordance with set back requirements set forth under the regulations of City of Palatka, Florida. Set backs in accordance with record plat are 25' front, 10' sides and 30' rear .

Section 3 - Maximum Lot Coverage The maximum area of a Lot covered by all buildings and structures shall not exceed City of Palatka Zoning Guidelines, or any other governmental agency charged with setting same.

Section 4 – Trees. No trees of a diameter of six (6) inches or more shall be removed without the permission of the Developer. All trees shall be installed prior to a certificate of occupancy and maintained in perpetuity at the location and specifications set forth in the City of Palatka approved Landscaped Plan for the Preliminary Plat and Improvement Plan for FAIRWAY ESTATES.

Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management Systems for access to operate, maintain or repair such systems. This easement shall provide the Association with the right to enter upon any portion of a Lot which is adjacent to or a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. In addition, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including

buffer areas of swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Subject to the rights of PUTNAM County, the Developer shall have the unrestricted right, without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 2. Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the Yard within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of soil, take up pavement or to take any other similar action reasonably necessary following which Developer or the Association, as applicable, shall restore the affected property to its original condition (excluding replacement of trees) as nearly as practicable. Developer, or the Association, shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 3. To the extent that any improvements constructed by Developer on, or if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

Section 4. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 5. The Association shall also be responsible and shall pay out of the Association's budget for the following maintenance items:

- (a) pond retention wall maintenance, repair and replacement;

- (b) maintenance of any and all other common area as set forth herein or determined a common area by the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility and obligation, to maintain the Common Area in accordance with the Declaration and the Association, Articles of Incorporation, Bylaws and rules and regulations. Additionally, all signage, electricity, landscaping, fences and or irrigation shall be maintained by the Association. Landscaping in the area of right of way in front of each Lot shall nevertheless be maintained by the Lot owner. (Area from property line to street curb)

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of PUTNAM County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five (75%) percent of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall re-record this Declaration or the notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and/or litigation of the taking or condemnation affecting such property. Any amendment to the Covenants and Restrictions which would affect the surface water management system including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. Developer or Association reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action as Developer or the Association deems necessary to enforce these Covenants and Restrictions, all at the expense of the Lot Owner. The Owner of the Lot shall pay

Developer on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer or the Association may, at its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot Owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, Developer or Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer or the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owner(s) responsible for the charges or violations in question. All foregoing remedies of Developer or the Association shall be cumulative to any and all other remedies of Developer provided herein or at law or in equity. The failure by Developer or the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against Developer or the Association.

Section 6. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner (including the Developer) or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 7. Whenever the approval of the Developer or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Developer or Association by Registered or Certified Mail with return receipt requested. If the Developer or Association fails to act on any such written request within thirty (30) days after the date of receipt thereof, the approval requested shall be deemed granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 8. Whenever approval by Developer is required in these covenants and restrictions, same shall mean approval of the President or any Vice President of Developer as evidenced by a certificate or other writing signed by the President, Vice president, or General Partner of Developer.

Section 9. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 10. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 11. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.

- (a) Subject to the provisions of Article IX, section 2, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party or entity to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, FHA/VA/HUD or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(ies) or (iii) to perfect, clarify or make internally consistent the provisions herein. As long as there is Class B Membership, this reservation is subject to U.S. Housing and Urban Development approval for the following:
 - (i) Annexation of additional properties,
 - (ii) Dedication of Common Area, and
 - (iii) Amendment of this Declaration.
- (b) Subject to the provisions of Article IX, Section 2, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party or entity until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.
- (c) This Declaration maybe amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a majority vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of PUTNAM County, Florida, of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 13. Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters the Surface Water or Stormwater Management

System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the St. Johns River Water Management District.

Section 14 This provision shall not preclude the Association from obtaining relief from the Lot Owner who is delinquent in the homeowner's association fees.

Section 15. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including any appeals, which may be incurred by the Developer or Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Developer.

Section 16. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of this Declaration. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Developer under these provisions, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

Section 17. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

A&M HOME BUILDERS, LLC.

Signed: _____
Print: _____

By: _____
Its Manager

Signed: _____
Print: _____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was personally acknowledged before me this ____ day of _____, 2020, by Tobi McGuigan who stated that she was Managing Member A&M Home Builders, LLC, further stated that she was duly authorized in such capacity to execute the foregoing for and on behalf of the limited liability company, and that he/she had done so for the purpose therein mentioned and set forth and is personally known to me or who has produced a drivers license as identification.

Notary Public



Fidelity National Title Insurance Company

February 12, 2025

Addressee:

Planning and Zoning Division
P.O. Box 1486
Palatka, FL 32178-1486

PLAT PROPERTY INFORMATION REPORT

Revised: 2-12-2025

Proposed Plat of: Fairway Estates

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Putnam County, Florida, through January 30, 2025 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of A&M Home Builders, LLC, a Florida limited liability company by virtue of the Warranty Deed recorded in Official Records Book 1703, page 1518, of the public records of Putnam County, Florida.

The search has revealed the following:

1. Easement reserved in the City of Palatka contained in Deed recorded in Official Records Book 1377, page 508.

NOTE: 2024 Real Estate Taxes and all prior years show paid

NOTE: No open mortgage(s) were found of record.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this



Fidelity National Title Insurance Company

property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 12218600

By: **Matt Quigley**

Authorized Signature



Exhibit "A"

Case PB 23-19 – Moseley Heights Final Plat

Address: Moseley Avenue and Edgemoor Street 2.17 +/- acres

Applicant: A&M Home Builders, LLC

STAFF REPORT

DATE: February 4, 2025
TO: City of Palatka Planning Board
FROM: Lorenzo Aghemo, MRP
Planning Director

APPLICATION REQUEST

A&M Homebuilders, LLC has submitted a request for final plat for a 6-lot residential subdivision located on the north-west side of Moseley Avenue and Edgemoor Street, identified by parcel No. 13-10-26-3170-0010-0010.

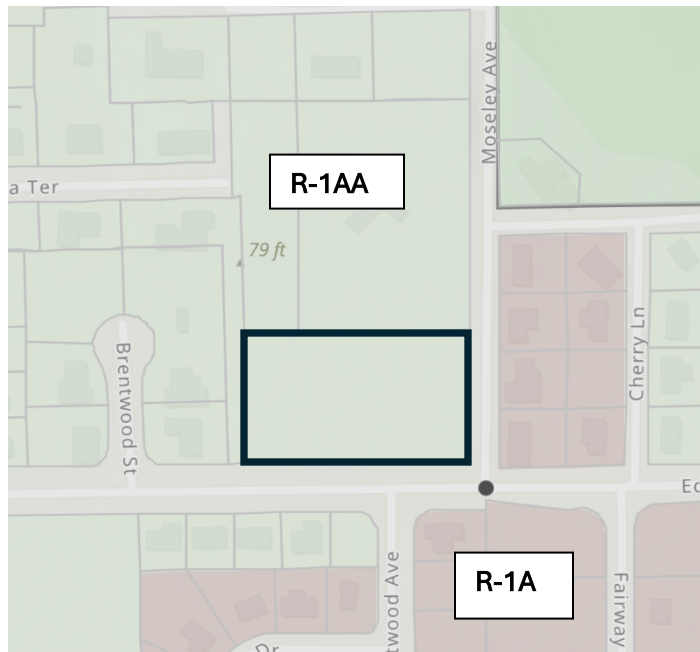
Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The preliminary plat for this project was approved by the Planning Board on August 6, 2024 subject to conditions recommended by staff. At the August meeting, the applicant proposed (6) six residential lots for the future development of (6) six single-family homes. The widths and depths (lot size, acreage) for Lots 1, 2, and 3 have not changed in the final replat. In the final plat, the applicant is proposing (6) six single-family lots, however, Lots 4, 5, and 6 have been modified since the preliminary plat based on comments by the St. Johns Water Management (SJWM). The SJWM is requiring the project to have stormwater management for the site. The depths for these lots have changed from approximately 230-feet to approximately 140-feet to accommodate stormwater drainage. The final plat shows an 0.5-acre 'Dry Pond' (also Common Area) located at the north-west corner of the tract, at the corner Cleveland Avenue and Siwonay Street.

The final plat application was received by staff on January 13, 2025. The proposed subdivision lots meet the development standards for the requested R-1AA zoning: a minimum lot area of 10,000 square feet; minimum 80-foot lot width; and minimum front (25-ft), minimum side (10-ft), and minimum rear (30-ft) yard setbacks. The plat is in general conformance with the City of Palatka Code of Ordinances Sections 74-9 and 74-12 and with Florida Statutes chapter 177. It is also in general conformance with the previously approved preliminary plat.

Figure 1: Subject Parcel Outlined in Black and existing zoning



Summary of conditions from the August 6, 2024 Planning Board meeting.

At the August 2024 Planning Board meeting, the Planning Board approved the preliminary plat for the Moseley Heights subdivision with conditions for final plat approval:

- All utility and drainage easements, if any, must be shown in the plat.

Staff Response: *The applicant attests that all utilities (water, sewer, and electric) are located in the public rights-of-way of Moseley Avenue and Edgemoor Street. There are no utility easements on the final plat. The applicant has identified all drainage easements on the final plat.*

- Common areas cited in the Declaration of Covenants must be shown in the plat.

Staff Response: *The applicant has updated the Declaration of Covenants to meet this condition.*

- Under General Notes, number 6 replace the County with; ...” and the City of Palatka will not accept...”

Staff Response: *The final plat shows this correction.*

- Submit a title opinion of an attorney at law licensed in Florida

Staff Response: *The applicant acknowledges the requirement needed for final plat approval.*

- Submit proof that all current property taxes have been paid

Staff Response: *The applicant attests all property taxes have been paid and will be reflected in the Title of Opinion.*

- The applicant will be required to bear the expense of a third party licensed surveyor to review any final plat submitted.

Staff Response: *The applicant states Morris Surveying and Mapping, of 319 Main Street Palatka, will complete the review of the final plat and has acknowledged the requirement needed for final plat approval.*

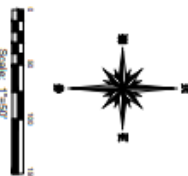
Staff Recommendation

1. Staff recommends **APPROVAL** of the final plat application with the following conditions before the City Commission meeting:
 - A Title of Opinion of an Attorney at law licensed in Florida which includes all property taxes have been paid.
 - A third party licensed surveyor will review the final plat submitted at the cost of the applicant.

A REPLAT OF A PORTION OF GOLF CLUB HEIGHTS, AS RECORDED IN MAP BOOK 3, PAGE 124 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, CITY OF PALATKA

MAYOR, CITY OF INDIANAPOLIS

Journal of Management Education 36(10) 1039-1054



MINIMUM ENTRANCE REQUIREMENTS

THESE FINDINGS ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983.

DOI: 10.1002/for

1

stems from the fact that the *Journal of Management* is the most widely cited journal in the field of management.

Abstract

KNOWN AS SOCIALLY WEIGHTE, DO HEREBY CONSENT TO THE FILMS OF THIS PLAY.

ANDERSON BUILDERS, LLC

THESE TO ALL PARTIES

WISCONSIN TO ALL PARTIES

THE ABOVE NAME, ADDRESS AND PHONE NUMBER IS PERSONALLY KNOWN TO ME OR HAS BEEN KNOWN TO A _____

NOTARY PUBLIC

100

PROPERTY, EXCEPT AS SHOWN ON A

Figure 1

[Click of the Clouds](#)

THE UNIVERSITY OF CHICAGO

REFERENCES

ATTENTION: WE DO THE UNUSUAL! WE AT TALL PAPERWORK UNDERSTAND

EDWARD AND HELEN THE ____ DAY

120 MAIN STREET, WOODBURY, CT 06991
PHILANTH. FULCRUM 201.777

Accepted 11/28/2018

MOSELEY HEIGHTS

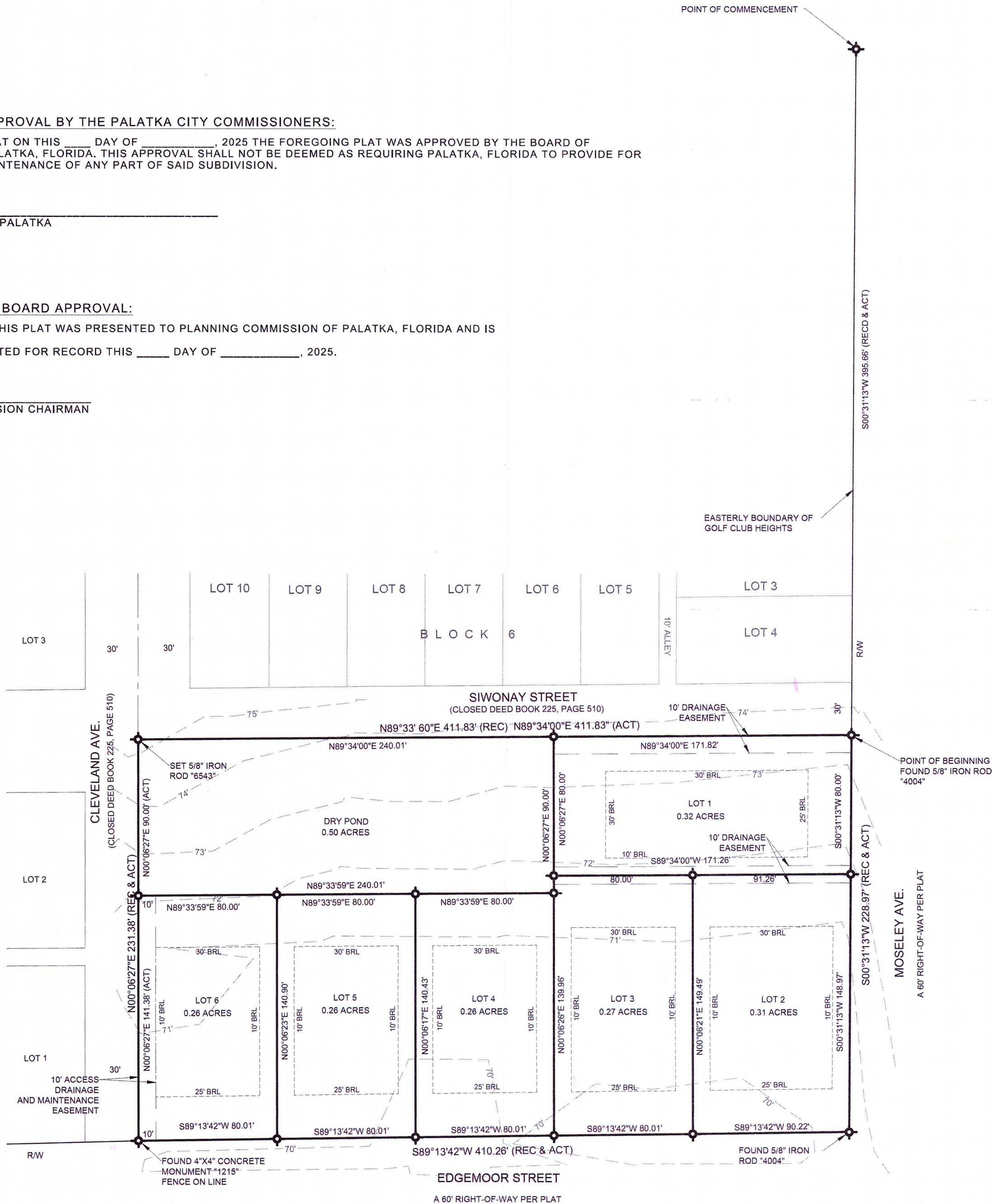
A REPLAT OF A PORTION OF GOLF CLUB HEIGHTS, AS RECORDED IN
MAP BOOK 3, PAGE 124 OF THE PUBLIC RECORDS OF PUTNAM
COUNTY, FLORIDA, CITY OF PALATKA

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSIONERS:
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF
COMMISSIONERS OF PALATKA, FLORIDA. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR
CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: _____
MAYOR, CITY OF PALATKA

PALATKA PLANNING BOARD APPROVAL:
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO PLANNING COMMISSION OF PALATKA, FLORIDA AND IS
APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 2025.

BY: _____
PLANNING COMMISSION CHAIRMAN



GENERAL NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORMAT OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X". FLOOD ZONE LINES SHOWN ON THIS PLAT ARE A GRAPHICAL DEPICTION SCALED & PLOTTED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 120273, PANEL NO. 12107C0194C, EFFECTIVE DATE FEBRUARY 2, 2012 AND ARE NOT FIELD LOCATED. THE FEMA MAPS ARE PERIODICALLY UPDATED SO IT IS THE OWNERS RESPONSIBILITY TO CHECK FOR THE MOST CURRENT MAPS. IF MORE DETAILED INFORMATION IS NEEDED, ADDITIONAL SERVICES ARE REQUIRED.
- THE BOUNDARY SURVEY, PROVIDED BY THE A&M BUILDERS, WAS PERFORMED BY: MORRIS SURVEYING & MAPPING INC, FL SURVEY LB#7880 ELLERY P. MORRIS, FL SURVEY CERT#4004 DATED MARCH 16, 2021. JOB#21-115; FIELD BOOK-891
- BEARINGS SHOWN HEREON ARE SHOWN ON THE PREVIOUS BOUNDARY AS RELATIVE TO AN ASSUMED DATUM AND ARE BASED ON THE NORTHERLY BOUNDARY OF GOLF CLUB HEIGHTS (=EAST).
- MINIMUM SETBACK REQUIREMENTS:
FRONT = 25'
REAR = 30'
SIDE = 10'
- ALL PURCHASERS ARE HEREIN NOTIFIED THAT THE IMPROVEMENTS IN THIS SUBDIVISION ARE PRIVATELY MAINTAINED AND THE CITY WILL NOT ACCEPT RESPONSIBILITY FOR THE MAINTENANCE OF THE IMPROVEMENTS. ALL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
- UNLESS IT CONTAINS ALL NUMBERED SHEETS AND IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE)
- PUTNAM COUNTY FLORIDA PARCEL 13-10-26-3170-0010-0010.
- ALL BEARING/DISTANCE CALLS ARE SURVEY MEASURED CALLS UNLESS DESIGNATED OTHERWISE.
- ELEVATIONS SHOWN HEREON TAKEN FROM EXISTING SURVEY DATED MARCH 21, 2021 AS PROVIDED BY CLIENT. THESE ELEVATIONS ARE PRE LAND CLEARING AND MAY NOT BE CURRENT, AND WERE NOT VERIFIED BY THIS FIRM. THESE ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

LEGEND
(REC) = RECORD
(ACT) = ACTUAL
* SET 5/ 8" IRON ROD "PBM6543"
UNLESS NOTED OTHERWISE
R/W = RIGHT OF WAY
BRL = BUILDING RESTRICTION LINE

CAPTION

OFFICIAL RECORDS BOOK 1703, PAGE 1518
Parcel "A"

A parcel of land lying in and being a part of Block 1, Cleveland Avenue, and Siwonay Street (closed) of Golf Club Heights, according to the plat recorded in Map Book 3, page 124 of the public records of Putnam County, Florida. Said parcel being more particularly described as follows:

Commence at a concrete monument at the intersection of the Northerly boundary of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 10 South, Range 28 East, Putnam County, Florida (also being the Northerly boundary of said Golf Club Heights) and the Westerly boundary of the right-of-way of Moseley Avenue thence run South 00 degrees, 31 minutes and 13 seconds West, along said Westerly boundary, 395.66 feet to an 5/8 iron rod at the center-line of said Siwonay Avenue (closed) for the Point of Beginning of this description.

From Point of Beginning thus described continue South 00 degrees, 31 minutes and 13 seconds West, along said Westerly boundary, 228.97 feet to an iron rod at the Southeast corner of said Block 1 on the Northerly boundary of the right-of-way of Edgemoor Street; thence South 89 degrees, 13 minutes and 42 seconds West, along said Northerly boundary, 410.26 feet to a concrete monument at the intersection of said Northerly boundary of the right-of-way of Edgemoor Street with the centerline of Cleveland Avenue (closed); thence North 00 degrees, 06 minutes and 27 seconds East, along said centerline, 231.38 feet to an iron rod at the center-line of said Siwonay Avenue (closed), thence North 89 degrees, 33 minutes and 80 seconds East, 411.83 feet along center-line of said Siwonay Avenue (closed) to the point of Beginning and to close. Containing 2.17 Acres

ADOPTION AND DEDICATION:

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL
HEREAFTER BE KNOWN AS MOSELEY HEIGHTS, AND THAT HAS 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 PLAT OF SAID LANDS; THE ROADS RIGHTS OF WAY DESIGNATED
AND DEPICTED IN THIS PLAT ARE IMPROVEMENTS WHICH ARE NOW CONSTRUCTED. TITLE TO ALL LANDS DEPICTED ON THIS PLAT, WITH THE EXCEPTION
OF RIGHTS OF WAY HEREIN ABOVE DEDICATED, IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS. PROVIDED
HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO ANY NUMBERED RESIDENTIAL LOT TO PRIVATE PURCHASERS FOR
RESIDENTIAL USE. THIS CERTIFIES THAT A&M HOME BUILDERS, LLC ARE OWNERS OF THE REAL ESTATE SHOWN ON THIS PLAT, HENCEFORTH TO BE
KNOWN AS MOSELEY HEIGHTS. DO HEREBY CONSENT TO THE FILING OF THIS PLAT.

A&M HOME BUILDERS, LLC

BY: _____
TOBI MCGUIGAN, MANAGING MEMBER WITNESS TO ALL PARTIES

WITNESS TO ALL PARTIES

STATE OF FLORIDA
COUNTY OF PUTNAM

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY
TOBI MCGUIGAN, MANAGING MEMBER, WHO IS PERSONALLY KNOWN TO ME OR HAVE PRODUCED A _____ AS IDENTIFICATION.

NOTARY PUBLIC

STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

TITLE INSURANCE COMPANY CERTIFICATION:

I, _____ OF _____ DO HEREBY CERTIFY THAT THE RECORD OF TITLE TO THE LAND AS DESCRIBED ON THIS PLAT IS IN THE NAME OF THE PERSON,
PERSONS, CORPORATION, OR ENTITY EXECUTING THE DEDICATION AS SHOWN ON THE PLAT. IN THE EVENT THE PLAT DOES NOT CONTAIN A DEDICATION, I HEREBY CERTIFY THAT THE
DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND. ADDITIONALLY, I CERTIFY THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OR RECORD AGAINST SAID
PROPERTY, EXCEPT AS SHOWN ON SAID PLAT. AND THAT THE TAXES FOR THE YEAR _____ HAVE BEEN PAID.

THIS _____ DAY OF _____, 2025.

BY: _____

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025, IN MAP BOOK _____, PAGE _____.

BY: _____
CLERK OF THE CIRCUIT COURT

CITY OF PALATKA SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF PALATKA, FLORIDA.

SIGNED AND SEALED THIS _____ DAY OF _____, 2025.

ELLERY P. MORRIS
FLORIDA CERTIFICATE NUMBER #4004
6845 S.E. 221ST STREET
HAWTHORNE, FLORIDA 32640

SURVEYORS CERTIFICATE:

ATTESTED BELOW THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS
PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART 1

SIGNED AND SEALED THIS _____ DAY OF _____, 2025.

STEPHEN SPEAKS
FLORIDA CERTIFICATE NUMBER #6543
120 RAIN TREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 548-6555
EMAIL: 128PEAKSOF@GMAIL.COM
PLOTTED 1-10-25

Case PB 24-24 –Rezone 0.39 acres at 12-10-26-1070-0080-0020

Address: Unassigned (Twigg Street, approximately 300ft East of Moseley Avenue)

Applicant: Preston Sloan Jr.

Agent: None

STAFF REPORT

DATE: February 4, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

Request is for the rezoning of 0.39-acre parcel on Twigg Street between 1900 Twigg Street and 1814 Twigg Street. The request is to change the existing zoning from Residential Single-Family (R-1A) to Two-Family Residential (R-2). The future land use is designated City of Palatka, Other Public Facilities (OPF). The request would amend the future land use designation to Residential Medium density (RM). The parcel is proposed to be developed with a duplex. Per section 94-142(a), Two-family dwellings are not permitted in Single-Family Residential district (R-1A).

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The property is within the city limits of Palatka, vacant, and located on the north side of Twigg Street. The site is part of the Burts Subdivision between Moseley Avenue and S 18th Street and includes a portion of the former right-of-way from the abandonment of Reynolds Street. The parcel has an existing curb-cut on Twigg Street and a slightly deteriorated concrete driveway stub approximately 8-feet in width and 30-feet in length. The applicant/property owner notes that the adjacent property 1900 Twigg Street has two single-family detached dwelling units. Staff has searched city records and contacted Putnam County for additional information. According to the Putnam County Tax Appraiser records, Unit 1 has an “Actual Year Built” of 1955, and Unit 2 has an “Actual Year Built” of 1915.

This area includes the Florida National Guard building, an electric substation facility, residential housing and a small level of neighborhood commercial (C-1A) uses. Veteran’s Memorial Stadium, CL Overturf Jr. District Center, Children’s World, and the Palatka Golf Club are within a quarter of a mile of the property. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Other Public Facility (OPF)	Residential Single-Family (R-1A)
North	Single Family Residential	Other Public Facility (OPF)	Residential Single-Family (R-1A)
South	Florida National Guard; Electric Substation	Recreational (RE)	Neighborhood Commercial (C-1A) Residential, Single-Family (R-1A)
East	Single Family Residential	Other Public Facility (OPF)	Single-Family Residential (R-1A)

The applicant is proposing to change the Future Land Use from Other Public Facilities (OPF) to Residential Medium Density (RM). It is important to point out that there are inconsistencies in the future land use designations map and assigned zoning districts in the immediate area surrounding the subject the parcel. The future land use designation for the block where the subject property is located, is designated is Other Public Facilities -OPF-, and Commercial Neighborhood along the properties facing Mosely Avenue. While the commercial designation corresponds to the existing land use on site, the OPF designatin does not correspond to the existing use in the rest of the block considering that it is a long established residential use. The existing zoning district of Residential Single Family -R-1A- is not consistent with the existing future land use designation and therefore, not consistent with Chapter 163 of the Florida Statutes.

A similar situation exists with the parcels across the street from the subject property. The Future Land Use is designated as Recreation -RE- however, the Armory of the National Guard is located on the parcel. The zoning district assigned is Recreation Open Space -ROP- which doesn't correspond to the existing use on the land, and furthermore, the zoning designation is Commercial Neighborhood -C-1 and Residential Single Family -R-1A, both districts inconsistent with the FLUM.

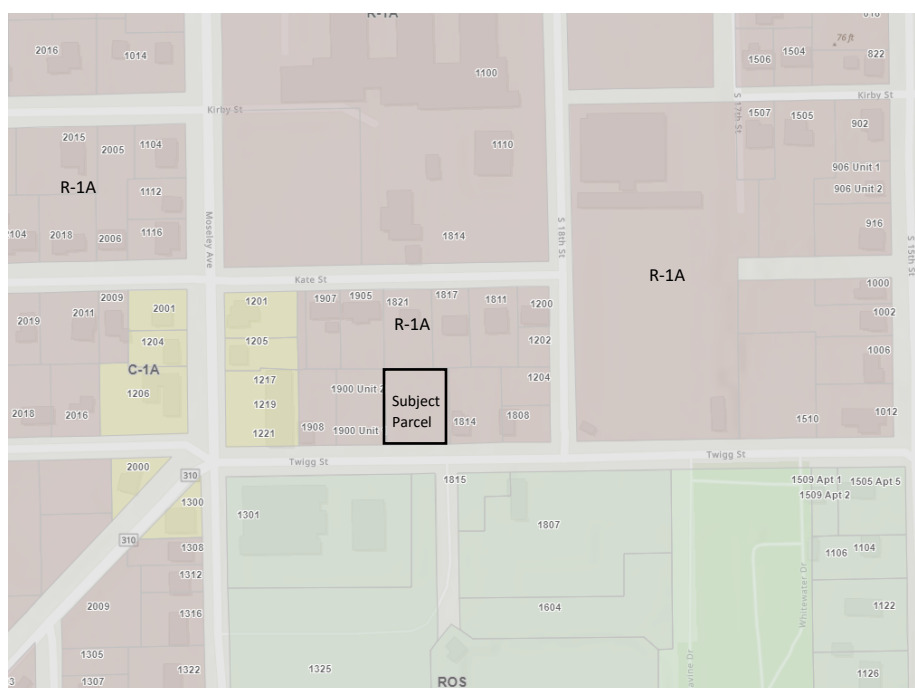
Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*
Response: The parcel is not within a flood zone. Staff is not aware of any soil or topography conditions that would present major problems for future development of this property in accordance with all applicable land development regulations.
- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element, estimated the number of medium-density housing units needed in 2020 to be 346 units higher than in 2005.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.
 - Development that discourages or inhibits infill development and redevelopment.
 - Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to two-family residential land use would not contribute to urban sprawl, as the property is within an already established neighborhood and would be considered infill.

Several surrounding properties to the north have single family residences and are connected to city water and sewer services. Other nearby parcels include Florida National Guard building, an electric substation facility, and small level commercial properties.

Zoning Change Analysis



- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The existing district boundaries are not illogically drawn.

- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: More housing opportunities will be created within the City of Palatka with a rezoning and potential development of a duplex.

- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Minimal vehicular traffic could be created with the development of a proposed duplex on the currently vacant parcel. The proposed duplex will be connected to public water and sewer. The proposed rezoning will not adversely affect the living conditions of the surrounding area.

- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: Minimal increase in traffic congestion is anticipated. Access to the proposed duplex would be on Twigg Street. There should be minimal impact on traffic congestion and public safety in the area with the development of a duplex.

- i. *Whether the proposed change will create a drainage problem.*

Response: There should be no negative impact on drainage in the area. It will be the responsibility of the developer and property owner to comply with all drainage requirements in the development of the property upon submittal of site plan.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed use is residential and such structures are subject to setbacks and height restrictions per the zoning code.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The rezoning will not adversely affect property values in the adjacent areas and the potential construction of a duplex should not either.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: Residential homes exist on properties to the west, east, and north of the subject property. The rezoning and the intended construction of a duplex on the subject parcel will not be a deterrent to the improvement of adjacent properties in the future.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant any special privilege to the applicant that is denied to other property owners in the city. Additionally, the potential future development of the property, and any land within the City of Palatka, is required to meet all federal, state and local codes.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: Per the City of Palatka zoning ordinance §94-144, duplexes are only permitted in R-2 Two family zoning.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
Response: The immediate area is residential in nature. The proposed rezoning and intended future use would not be out of scale with the neighborhood or with the city of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible to find other sites. Two-family residential districts (R-2) exist within the city, however, there is a low level of two-family residential district in this part of the city limits.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

The proposed project is expected to add 2 dwelling units to the City of Palatka. Using a projected persons per household for 2020 of 2.37, this equates to a projected population increase of 4.74 persons.

PB 24-24 Staff Recommendation

1. Staff recommends **Approval** the request to amend the district boundary FLUM designation from City of Palatka Other Public Facilities (OPF) to City of Palatka Residential Medium (RM)
2. Staff recommends **Approval** of the request to rezone from City of Palatka Single-family Residential (R-1A) to City of Palatka Two-family Residential (R-2).

January 7, 2025

City of Palatka,

I'm concerned with the rezoning of the property located on Trigg St. behind my property @ 1821 Kate St. I understand the plan is to put a duplex on the property which concerns me because every duplex I have seen around Palatka has people moving in and out all of the time and they don't appear to be good tenants who plan on being residents long term in our neighborhood. Our neighborhood is a good family oriented neighborhood and that has been the case since I moved here in 1975/1976. It did become less desirable some years ago, but our neighborhood has become quite good again. It has been getting better the last several years & I don't want to see it go down hill again. We have many good

honest, community contributing families now and I would like to see it stay that way and only get better. Down @ the Building & Planning office they told me the property behind me (catty corner) has a multi unit on it. It is 2 houses and they have been empty for some time especially the little one in the back it has been empty many, many years. I was told the little one was built in 1915 & the larger (in front) was built in 1950's but I don't believe that to be the case & neither does my father. I also asked the previous owner (the original owner Mrs. Day) and she said the house in front was moved there in the 1940's but it was older (possible 1915) but not the smaller one. I and my neighbors just want our neighborhood to remain nice and safe. Please consider just keeping the property a single family home to get some long term residents in that want to raise a family in a good neighborhood.

Thank You, Shannon Tucker