

RESOLUTION NO. 85 - 120

RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR A PORTION OF SAWGRASS VILLAGE EXECUTIVE CENTER
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 75-15

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1.: Pursuant to a request for approval made by Seacoast Builders, Inc. in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit B and the sections of the Declaration of Covenants and Restrictions for Sawgrass Village Office Park as set forth in Exhibit C and listed on Exhibit D.

PASSED AND ADOPTED this 10 day of September, 1985.

BOARD OF COUNTY COMMISSIONERS
OF ST JOHNS COUNTY, FLORIDA

By: Ray Walden
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Cheryl Kent
Deputy Clerk

EXHIBIT B to the Resolution

FINAL DEVELOPMENT PLAN
FOR
A PORTION OF SAWGRASS VILLAGE EXECUTIVE CENTER
LOCATED WITHIN A PART OF THE
PUD 75-15 NAMED
PLAYERS CLUB AT SAWGRASS

D. F. Johnson and Associates
Submitted August 1, 1985

D. F. Johnson and Associates hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the final development plan (the "Final Development Plan") for a portion of the commercial development area within the Players Club at Sawgrass (the "Property"). The Final Development Plan consists of a map identified as Exhibit A to the Resolution, this text identified as Exhibit B to the Resolution, copies of the applicable Sections of the Declaration of Covenants and Restrictions for Sawgrass Village Office Park (the "Declaration") identified as Exhibit C and a list of those sections of the Declaration specifically incorporated into the Final Development Plan, which list is identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15, and known as Players Club at Sawgrass. The area encompassed by this Final Development Plan is adjacent to and north of the existing Sawgrass Village shopping center and is within the area of the PUD identified as "Commercial" which may be developed for uses allowed under the "CG" zoning district regulations. The improvements to be constructed pursuant to this Final Development Plan include an office or office condominium building in two phases of approximately 10,050 square feet each for use as business or professional offices. Pursuant to Section 5-8-1(i) of the St. Johns County Zoning Ordinance these uses are permissible within the area designated "Commercial" under the PUD.

Nothing contained in the Declaration shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Declaration which are specifically referenced herein are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the Declaration made a part of the Final Development Plan is provided with this submission and is identified as Exhibit D to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the Declaration. Provided, however, that if any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration so that the Board of County Commissioners of St.

Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

8-4-1 Density of Development

This section applies only to residential structures. The proposed Final Development Plan includes only commercial structures.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction.

The building set backs will be as shown on the Final Development Plan map. In addition, Article VII of the Declaration requires that all building plans and specifications be submitted to and approved by the Architectural Review Board of the Sawgrass Village Office Park Association prior to construction. This will insure architectural compatibility of the improvements with the surrounding development.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

This section does not apply because there are no open space areas designated within the area encompassed by this Final Development Plan.

8-4-6 Access

The Final Development Plan contains no single-family dwelling units, therefore this Section is not applicable. Nevertheless, adequate access to each building is provided by the driveways depicted on the Final Development Plan map.

8-4-7 Privacy

The Property is located wholly within that portion of the PUD designated for commercial use. Therefore no fences or other such barriers will be necessary to insure privacy of dwelling units. Nevertheless Article VII of the Declaration requiring architectural review and Section 13(b) of Article IX of the Declaration concerning maintenance of landscaping will provide necessary visual and acoustical privacy. Finally, Section 8 of Article IX of the Declaration allows the project developer (Arvida Corporation) to establish a pedestrian walkway across the Property if necessary and desirable.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically below:

9-1-1 Drainage

The drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the map included in this Final Development Plan. All off-street parking and loading areas will be surfaced with erosion-resistant material in accordance with county specifications.

9-1-2 Separation from Walkway and Street

The off-street Parking Area will be separated from pedestrian walkways by protective curb stops.

9-1-3 Entrances and Exits

The location and design of the entrances and/or exits to the loop road serving the Sawgrass Village shopping center shall be constructed in accordance with County specifications.

9-1-4 Interior Drives

As shown on the Final Development Plan map, all interior drives on the Property will contain 90° angled parking stalls and will be 24 feet in width with two-way traffic.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, all parking spaces will be marked by painted lines or curbs.

9-1-6 Lighting

Lighting within the Property will meet or exceed minimum lumens of 100 watt high pressure sodium fixture lights affixed 16 feet above the roadway and 300 feet on center. During night hours of operation of either building, lighting in the vicinity of that building and adjacent parking areas will be supplied to ensure adequate visibility and for security purposed.

9-1-7 Screening

Section 9-1-7 is inapplicable because the Property is located wholly within that part of the PUD designated for commercial use and no off-street parking space on the Property will be located closer than 40 feet to a residential lot.

9-2 Location

The required off-street parking and loading facilities will be located upon the same parcel of land they are intended to serve.

9-3-1 Off-Street Parking: Numbers Required

The building containing approximately 20,100 square feet is presently intended for use as professional and business offices. Under Section 9-3-1(o) of the St. Johns County Zoning Ordinance which requires one space for each 500 square feet of gross floor space and one space for each two occupants or employees approximately 78 parking spaces would be required assuming approximately 76 employees or occupants. As shown on the Final Development Plan map, a total of 80 spaces will be provided, one of which shall be designated as a loading space.

9-4-1 Off-Street Loading Requirements

As required by Section 9-4-1(b), one loading space will be provided as shown on the Final Development Plan map.

- c. The Final Development Plan map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property are also depicted on the Final Development Plan map.
- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. Also shown on the Final Development Plan map are the location and design of the storm sewer facilities serving the Property and the grading and general elevation of the site facilitating proper drainage of storm waters and preventing erosion and the formation of dust.
- e. As there are no streets within the Property, Section 8-4-8(e) does not apply to this Final Development Plan.

D. F. JOHNSON AND ASSOCIATES

By: _____

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employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted, at any time with only such notice as is practically affordable under the circumstances.

VII SAWGRASS VILLAGE OFFICE PARK ARCHITECTURAL CONTROL.

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Developer no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, sign, site paving, grading, parking and building additions, alterations, screen enclosure, decorative building, aerials, antennae, bulkheads, sewer, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made, unless and until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography and conformance with architectural planning criteria, as established by the Board of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the Bylaws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located other than the approval of The Players Club Association, as hereinafter defined, which shall control in the event of conflict between this Association and The Players Club Association.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of not less than three (3) nor more than five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Sawgrass Village Office Park. Members of the ARB not appointed by Developer shall be appointed by and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect and building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association architectural planning

criteria as well as modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria as originally adopted by the Board of Directors shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting and until consented to and joined into by the Developer.

- B. To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property signed by the Owner thereof and contract vendee, if any. The ARB shall require submission of a tree survey depicting trees 8" in diameter or larger and depicting all specimen trees such as holly, magnolia, cedar and fir. The ARB shall also require submission of samples of building materials proposed for use on the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval.
- D. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or

altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications, originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

- E. To adopt a schedule of reasonable fees for processing request for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof. The applicable fee shall be \$500.00 unless modified by the ARB.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the ARB, contemplated under this Article, neither the Developer, the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Association or the ARB, including but not limited to compliance with laws and ordinances.

VIII OTHER ASSOCIATIONS AND RESTRICTIONS

Section 1. Players Club at Sawgrass. There is an additional association to which Owners of Lots in Sawgrass Village Office Park will become members automatically upon the acceptance of a deed to a Lot. The Sawgrass Players Club Association, Inc. ("The Players Club Association") represents owners of Property within the Players Club at Sawgrass, including Sawgrass Village and its members are those persons appointed or elected in accordance with its articles of incorporation and bylaws. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the "Declaration of Covenants for the Players Club at Sawgrass" and exhibits thereto as recorded in Official Records Book 498, page 508, of the public records of St. Johns County, Florida, as the same may be amended from time to time.

Section 2. Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Declaration of Covenants for the Players Club at Sawgrass.

Section 3. Architectural Review. The Players Club Association also has the right to approve any and all improvements constructed upon the Property under the

equipment will be permitted to remain outside of any building as long as they are screened from the street and surrounding property. Rubbish and garbage facilities shall be screened so as not to be visible from any street or right-of-way.

Section 4. Site Furniture. Site furniture and equipment which rises above the roof line shall be shielded from view in a manner which is architecturally compatible with the building structure. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the Association as elsewhere herein provided.

Section 5. Drainage and Water Retention. All drainage and water retention plans for any improvements to be located upon the Property must be submitted to the ARB prior to their institution. Once the ARB has determined the plans are in conformity with the overall drainage and water management plan applicable to the Property and adjacent lands, it shall approve the submitted plans in writing. In the event drainage and water retention plans have not had the prior approval of the ARB, the Owner shall, upon demand of the ARB, make all necessary changes in its drainage and water retention development to conform with the requirements of the ARB, and shall bear all costs and expenses of the ARB or the Owner in making said changes. No changes in elevations of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which in the sole opinion of the Developer, shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Developer.

Section 6. Building/Mechanical Equipment. All mechanical equipment servicing buildings, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design.

Section 7. Site Clearing and Grading. Site clearing and grading shall be subject to the approval of the Architectural Review Board and shall be in conformance with the Architectural Planning Criteria of the Association. Retention of native trees shall be required wherever practical to site development.

Section 8. Pedestrian Path System and Common Open Space. In the event the Developer shall establish a continuous common open space and pedestrian walkway throughout Sawgrass Village Office Park, the Property shall be subject to an easement over and upon portions of the Property abutting the road rights of way for the construction of and maintenance and pedestrian access upon such paths and walkways. Each Owner shall have the right to use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association.

Section 9. Parking. Parking on the streets in Sawgrass Village Office Park is strictly prohibited. All parking within the Sawgrass Village shall only be in designated

parking areas. Trucks may not be parked where visible from a roadway. In the event that certain parking facilities within Sawgrass Village Office Park shall constitute part of the Common Area, Developer reserves the right, in its sole discretion, to assign certain parking areas as an exclusive easement for the use of a particular Lot or Lot(s); provided that such assignment shall not reduce the parking spaces available to any remaining Lot(s) below the minimum parking requirements under the applicable regulations of St. Johns County.

Section 10. Streets. All streets and roads in Sawgrass Village Office Park will be private.

Section 11. Signs, Lighting and Landscaping. Sign materials, sign location and sign lighting within the project and exterior lighting and landscaping upon any Lot shall be subject to the review and approval of the Architectural Review Board. All signage shall be architecturally compatible with the signage in effect for Sawgrass Village generally. No neon type signs are permitted.

Section 12. Utilities. All electrical and telecommunication transmission lines within the Property other than temporary services lines installed by or on behalf of the Developer, those existing on the date of this Declaration and major electrical transmission lines shall be installed and maintained underground.

Section 13. Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance especially along the perimeters of any Lot. Any Owner of Property abutting a right-of-way shall be responsible for maintaining the landscape and buffer improvements abutting such Lot and located within the unpaved portion of the right-of-way to the extent not maintained by the Association. The Association shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the owner in writing. If within fifteen (15) days from notification that, in the Association's opinion, maintenance has not been brought to acceptable standards in conformance with the following maintenance standards, the Association may order the work done at the site at Owner's expense and may treat the charge as an assessment pursuant to Article V hereof. The Association shall appoint a Maintenance Committee which shall have the responsibility to amend and enforce the following maintenance standards:

(a) Trash. All trash and garbage shall be placed in designated containers, or within the Owner's contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the decision of the Maintenance Committee and its decision shall be final. A schedule for regular trash removal shall be provided by the Maintenance Committee and such schedule will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of trash, leaves and dead landscaping materials.

(b) Landscaping. All landscaped areas including sodded areas, landscape and buffer improvements abutting a Lot in the unpaved portion of the right-of-way shall receive regular maintenance including irrigation, trimming, fertilization, mowing and replacement of diseased plant

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materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Sawgrass Village and to maintain a uniform and slightly appearance.

(c) Parking Lots and Sidewalks. All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damages areas of sidewalks shall be repaired or replaced as required in the opinion of the Board of Directors of the Association. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary in the opinion of the Board of Directors of the Association. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

(d) Lighting. Levels of light intensity in the parking areas of all exterior walkways and all illuminated signs shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

(e) Painting. All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

(f) Signs. All electric and other signs shall be maintained in good repair so as to be clear and legible.

Section 14. Potable Water Supply. All potable water supply shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 15. Nuisances. No use of the Property will be permitted which is offensive by reason of odor, dust, fumes, smoke, noise or other pollution or which is hazardous by reason of excessive danger of fire or explosion or injurious to any Lot. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 16. Lakes Maintenance and Use. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within Sawgrass Village Office Park or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes shall require the written consent of the Developer and The Players Club Association. The Developer and The Players Club Association shall have the sole and absolute right to control the growth and eradication of

EXHIBIT "D" TO THE RESOLUTION

(SAWGRASS VILLAGE EXECUTIVE CENTER)

Sections of Declaration Made Part of Final Development Plan

Article VII (subject to ARB right to waive certain requirements).
Section 13(b) and Section 8 of Article IX

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