

RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR A COMMUNITY RECREATIONAL AREA
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 73-8

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

SECTION 1.: Pursuant to a request for approval made by Arvida Corporation 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 Restated Declaration of Covenants Re: Assessments as set forth in Exhibit C and listed on Exhibit D *all of which are incorporated herein by reference.*

PASSED AND ADOPTED this 22 day of October, 1985.

BOARD OF COUNTY COMMISSIONERS
OF ST JOHNS COUNTY, FLORIDA

By: *Ray Walker*
Chairman

*a further condition
the developer-owner shall
comply with the
County engineer's recommendation
concerning handicap vehicle parking and*

*emergency
vehicle
parking*

831F1

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Cheryl Kerst*
Deputy Clerk

EXHIBIT B to the Resolution

APPLICATION FOR
FINAL DEVELOPMENT PLAN APPROVAL
FOR
A COMMUNITY RECREATIONAL AREA
WITHIN A
PORTION OF PUD 73-8 (COUNTRY CLUB AT SAWGRASS)

Arvida Corporation

_____, 1985

Arvida Corporation hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a community recreational area (the "Property"). The Final Development Plan consists of a 1 page map identified as Exhibit A to the Resolution, this text identified as Exhibit B to the Resolution, copies of the applicable Sections of the Restated Declaration of Covenants re: Assessments (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 73-8, and known as Country Club at Sawgrass. The area encompassed by this Final Development Plan is located south of Sawgrass Drive South in the area known as Phase II of the Country Club. The Property shall be designated for recreational uses pursuant to a modification of the approval PUD master plan submitted simultaneously with this application.

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 alt 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

There are no residential structures planned within the Property. Therefore this section does not apply.

8-4-2 Open Space

The entire area encompassed by this Final Development Plan shall be designated Open Space and shall be used for active recreation by the homeowners within the Sawgrass Country Club.

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

This Section does not apply.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The Declaration assures adequate management and maintenance of all open space areas encompassed by this Final Development Plan.

- a. The Declaration provides for conveyance of title to the common property to, and ownership by, the homeowners' association, a duly constituted and legally responsible community association.
- b. Section 7 of Article I of the Declaration appropriately limits use of the common property.
- c. The Declaration assigns responsibility for the management and maintenance of the common property to the homeowners' association.
- d. Section 3 of Article VII of the Declaration places responsibility for enforcement of the covenants contained therein upon the homeowners' association and its board of directors.
- e. Section 2 of Article IV of the Declaration permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

The Section does not apply.

8-4-7 Privacy

Visual and acoustical privacy of installation of will be assured by appropriate landscaping.

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:

Section 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.

9-1-2 Separation from Walkway and Street

The parking area is appropriately separated from any walkway areas.

9-1-3 Entrances and Exits

The location and design of the entrance to Sawgrass Drive South shall meet County specifications.

9-1-4 Interior Drives

As shown on the map included in this Final Development Plan, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan parking spaces will be marked.

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.

9-1-7 Screening

Section 9-1-7 is inapplicable since there will be no parking spaces for ten or more vehicles within forty feet of any residential lot.

9-2 Location

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

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

There are no specific numbers of parking spaces required for a community recreational area. Many residents will walk or bike to the area. As a result, the nine spaces shown on the Final Development Plan will be adequate to serve the facility.

9-4-1 Off-Street Loading Requirements

This section does not apply to a community recreational area.

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 topography of the site facilitating proper drainage of storm waters and preventing erosion and the formation of dust.

e. Specifications for all streets and roadways depicted on the Final Development Plan map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Article IX, Section 91 of the St. Johns County Subdivision Regulations.

ARVIDA CORPORATION

By: _____

831F1

EX. C

[Conformed copy of Restated Sawgrass Declaration of Covenants Re: Assessments recorded in Official Records 396, page 706, public records of St. Johns County, Florida]

RESTATED SAWGRASS DECLARATION
OF COVENANTS RE: ASSESSMENTS

This Restated Declaration made this 26th day of September, 1978, by Arvida Corporation, and Sawgrass Properties, Inc., and Arvida Resort Communities, Inc., hereinafter called Developer.

WITNESSETH

WHEREAS, Arvida Resort Communities, Inc. is the owner of real property described in Exhibit "A" to this Declaration and desires to provide for the preservation and enhancement of the property values, and for the maintenance of the properties and improvements comprising the Sawgrass General Plan of Development and desires to subject the real property described in Exhibit "A", together with such additions as may hereafter be made thereto, (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Sawgrass Association, Inc., a Florida non-profit corporation has been incorporated for the purpose of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and;

WHEREAS, certain portions of the real property located within the Sawgrass General Plan of Development, as defined below, have been made subject to Sawgrass Declaration of Covenants re Assessments as recorded in Official Records Book 239, page 229 and Official Records Book 246, page 424, Current public records of St. Johns County, Florida, ("Sawgrass Declaration of Covenants re: Assessments") which differs in some respects from those as stated herein and it is contemplated by the Developer that this Restated Declaration of Covenants and Restrictions re: Assessments shall be amended in accordance with Article II to specifically incorporate such property at a future date.

[Begin O.R. 396, page 707]

NOW THEREFORE, the Developer declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I

DEFINITIONS

1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as may from time to time be amended.
2. "Association" shall mean and refer to Sawgrass Association, Inc., its successors and assigns.
3. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation and Sawgrass Properties, Inc., a Florida corporation, and Arvida Resort Communities, Inc., their successor, designees or assigns.

4. "Sawgrass General Plan of Development" shall mean the general scheme of development and general land use plan established by Developer for Sawgrass as it may be amended by the Developer from time to time. Nothing contained herein shall require nor obligate the Developer to develop any such property or to develop any property in accordance with the Sawgrass General Plan of Development as it may exist from time to time, nor prohibit the Developer from substantially amending such plan adding additional property removing property from inclusion within such plan, or terminating such plan.

5. "The Property" shall mean and refer to all real property which is subject to this Declaration, together with such other real property as may from time to time have been annexed thereto pursuant to the provisions of Article II hereof.

6. "Members" shall mean those Resident Members and Charter Members of the Association as described and defined in Section 2 of Article III hereof.

[Begin O.R. 396, page 708]

7. "Common Property" shall mean and shall refer only to those tracts of land located within the Sawgrass General Plan of Development, as it may be amended by Developer which are specifically designated as Common Property by the Developer in accordance with the Sawgrass General Plan of Development to be devoted and intended for the common use and enjoyment of the owners, their families, guests of owners and persons occupying Residential Dwelling Units on a guest or tenant basis.

8. "Commercial Property" shall mean and refer to those tracts of land with any improvements thereon located within the Sawgrass General Plan of Development to be operated as a part of the Sawgrass Golf Club or any other membership recreational facility or designed to accommodate public, commercial or business enterprises, serving residents and guests of the Sawgrass community and/or the public which are specifically designated as Commercial Property by Developer in accordance with the Sawgrass General Plan of Development.

9. "Residential Acreage" shall mean any improved or unimproved parcel of land located within the Sawgrass General Plan of Development which has been or is to be developed for residential purposes including single family detached dwellings, patio houses, condominium units, townhouse units, cooperative apartment units, or apartment units which is as specifically designated as Residential Acreage by Developer in accordance with the Sawgrass General Plan of Development and which is owned by Charter Members of Sawgrass Association, Inc., as defined in Article III, Section 2 hereof.

10. "Residential Dwelling Unit" shall mean and refer to any improved Property and improved property subject to the Restated Sawgrass Declaration of Covenants re: Assessments, intended for use or used as a single family dwelling, including any single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit, or apartment [Begin O.R. 396, page 709] unit which has been conveyed to a Resident Member of Sawgrass Association, Inc. as defined in Article III, Section 2 hereof.

11. "Residential Unimproved Lot" shall mean and refer to any unimproved parcel of land located within the Property or within property subject to Sawgrass Declaration of Covenants re: Assessments which has been platted into lots intended for use as sites for a single family detached dwelling, townhouse, or patio dwelling shown upon any recorded subdivision map and which has been conveyed to a Resident Member of Sawgrass Association, Inc. as defined in the Article III, Section 2 hereof. A parcel of land shall be deemed to be an Residential Unimproved Lot until the improvements being constructed thereon are sufficiently completed for occupancy to be defined as a Residential Dwelling Unit.

ARTICLE VI

DELEGATION OF DUTIES

Section 1. The Board of Directors of the Association shall provide, or shall have the right to designate such party as the Board of Directors of the Association shall select as the manager to provide the services for which assessments are made hereunder as set forth in Article IV hereof. The party providing said services shall be entitled to a reasonable management fee for the provisions of such services.

ARTICLE VII

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the public records of St. Johns County, Florida after which time they shall be automatically extended for successive periods of ten (10) years. Notwithstanding anything in this Declaration to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, incumbrance, lien or cloud upon the title, of any portion of the property included in the Sawgrass General Plan of Development until such time as this Declaration is amended to include such additional property by recording of [Begin O.R. 396, page 723] a supplementary declaration as to such property in the public records of St. Johns County, Florida, or until such time as new covenants are imposed upon such additional portions of the property in the Sawgrass General Plan of Development by recording of such covenants in the public records of St. Johns County, Florida.

Section 2. Amendment.

This Declaration may be amended at any time by an instrument signed by the Charter Members and by not less than fifty (50) percent of the votes of the Resident Members owning portions of the Property. Any amendment must be recorded in the public records of St. Johns County, Florida. The Developer specifically reserves the absolute and unconditional right to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 3. Enforcement.

The Association, any Member of the Association or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any one of these covenants, restrictions, or provisions of this Declaration by judgment or court order shall in no way affect or modify any of the other provisions which shall remain in full force and effect in accordance with the terms hereof.

[Begin O.R. 396, page 724]

Section 5. Limitations.

As long as there are Charter Members, the Association may not use its resources or take a public position in opposition to the Sawgrass General Plan of Development as amended from time to time or to changes thereto proposed by the Developer.

Plan of Development, including Commercial Property, shall be entitled to appoint one (1) director.

(h) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Sawgrass Declaration of Covenants re: Assessments and Restated Sawgrass Declaration of Covenants re: Assessments and as supplemented by the provisions of the Bylaws of the Association relating thereto.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants and each Resident Member as owner of any Property by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

- (a) Annual general assessments or charges, and
- (b) Special assessments for capital improvement and/or emergency repair.

Such annual maintenance assessments shall be assessed for and shall cover the fiscal year from March 1 to February 28 (or February 29 in case of a leap year) of each year. Each Member shall pay to the Association, at such place as shall be designated by the Association, in advance, the annual assessment amount assessed against the Members as fixed by the Board of Directors of the Association and as described in Section 3 hereof. Such payment shall be used by the [Begin O.R. 396, page 714] Association to create and continue maintenance funds to be used as hereinafter provided. Such annual maintenance assessment shall become delinquent if not paid by March 31 of the fiscal year for which assessed and shall bear interest at the rate of 8% per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by the Board of Directors of the Association in accordance with Section 3 hereof to meet the expenses and other charges for which the same are assessed as provided hereinafter. Anything herein to the contrary notwithstanding, the Association shall have the right to collect the annual maintenance assessment on a monthly basis, in which event each monthly installment shall be due and payable in advance on or before the 10th day of each month and shall become delinquent if not paid by such time and shall bear interest at the rate of 8% per annum thereafter until paid.

Section 2. Lien for Assessments.

Each annual maintenance assessment and interest thereon as provided in Section 1 hereof, shall constitute a debt from the Members owning property against or with respect to which the same shall be assessed, and shall be secured by a lien upon any Property owned by Resident Members and all improvements thereon. Said lien shall attach to the lot and/or condominium parcel and the improvements located thereon upon delivery of a deed to such Property from the Developer to a Resident Member and thereafter on March 1 of the year for which such annual maintenance assessment shall be assessed, said date being the attachment date of each such annual lien, whether the annual maintenance assessment is paid in one or monthly installments. The enforcement of such lien shall be by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover in such proceedings all costs, including reasonable attorney's fees, incurred in and about such proceedings and all such costs shall be secured by such lien. Each such [Begin O.R. 396, page 715] annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering the Property owned by any Resident Member. Upon request, the Association shall furnish any owner or mortgagee a certificate showing the in the year or years for which any such unpaid maintenance assessments were assessed and fixed.

EXHIBIT D

Article I - Section 7

Article IV - Section 2

Article VII - Section 3