

RESOLUTION NO. 85-169

RESOLUTION OF THE COUNTY OF ST. JOHNS  
STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR MARRIOTT/SAWGRASS HOTEL  
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD  
KNOWN AS PLAYER'S CLUB AT SAWGRASS  
(CABALLOS DEL MAR)  
PURSUANT TO ORDINANCE 75-15

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

Section 1: Pursuant to a letter request dated October 8, 1985, submitted on behalf of Patton Group 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 *which are incorporated herein and made a part hereof*

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Ray Walsh  
Chairman

*a letter from Pappas & Metcalfe to the Planning & Zoning Department dated November 5, 1985, and a letter from BHR to Assistant County Administrator dated November 6, 1985,*

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent  
Deputy Clerk

Adopted Regular Meeting

November 12, 1985

Effective:

November 12, 1985

FINAL DEVELOPMENT PLAN  
PLAYER'S CLUB AT SAWGRASS  
(CABALLOS DEL MAR)  
PUD ORDINANCE 75-15

MARRIOTT/SAWGRASS HOTEL

EXHIBIT B  
TO THE RESOLUTION

PATTON GROUP  
OCTOBER 8, 1985

IN ACCORDANCE with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by BESSENT, HAMMACK & RUCKMAN, INC. (Exhibit A), and the following text regarding compliance with Section 8-4, are submitted for your consideration.

The attached Final Development Plan (Exhibit A) depicts the information required by the St. Johns Planning and Zoning Agency and further details the resort hotel use originally approved for the subject property under PUD Ordinance 75-15 as modified in April, 1985 by Resolution 85-59.

The resort hotel will contain 350 rooms including pool, bath house/spa, shops and business space and the following ancillary uses as approved in Resolution 85-59.

- o Three (3) restaurants with a combined seating capacity of 425
- o Cocktail lounge seating approximately 200 people including overflow space in the lobby
- o 26,500± square foot convention center
- o Twelve (12) tennis courts and a tennis pro-shop
- o Outdoor cafe and banquet area

8-4-1 Density of Development.

The total ground area occupied by buildings and structures shall not exceed 35 percent of the total ground area of the Property.

8-4-2 Open Space.

The Property contains approximately 10.8 acres of open space as depicted on Exhibit A in lakes, buffer area and grassed borders.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance.

8-4-4 Project Size.

The Player's Club at Sawgrass/Caballos Del Mar PUD consists of more than 20 acres.

8-4-5 Support Legal Documents for Open Space.

Exhibit C and D are excerpts for the master association given responsibility for maintaining the lakes. Exhibit C contains the sections of the Covenants and Restrictions relevant to maintenance responsibility and Exhibit D is a listing of Covenants hereby made a part of the Final Development Plan.

8-4-6 Access.

Not applicable.

8-4-7 Privacy.

Landscaping lakes and buffer areas as depicted on Exhibit A will provide protection and aesthetically enhance the Property. Architectural controls are contained in the Covenants and Restrictions, see Exhibits C and D.

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.

General drainage provisions for the site so as to prevent damage to abutting parcels and streets is graphically depicted on Exhibit A.

9-1-2 Separation from Walkway and Street.

Parking spaces will be physically separated from walkways at the main entrance to the hotel and walks are provided to the tennis complex, pool area restaurant and amenities as depicted on Exhibit A.

9-1-3 Entrances and Exits.

The location and design of the two accesses will be to TPC Boulevard and will be in accordance with County specifications.

9-1-4 Interior Drives.

As shown on the Final Development Plan, interior drives within the off-street parking area on the Property will be a minimum of 24 feet wide, thus facilitating two-way traffic and 90 degree angle parking.

9-1-5 Marking of Parking Spaces.

As shown on the Final Development Plan, there will be parking lots consisting of more than ten spaces. Each space will be so designated by markings and physical separation of parking areas, entrance roads, and structures will be landscaped as delineated on the Exhibit A.

9-1-6 Lighting.

Lighting within the building/parking areas and tennis courts will be provided during night-time activities consistent with St. Johns County Standards and the criteria contained in the Covenants, see Exhibits C and D.

9-1-7 Screening.

Proposed improvements are separated from adjoining land uses by a 50-foot landscaped buffer and from TPC Boulevard by a 100-foot natural buffer of trees.

9-2 Location.

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve as shown on Exhibit A.

9-3-1 Off-Street Parking; Numbers Required.

As depicted on the FDP, the site plan reflects off-street parking to accommodate 750 vehicles, in excess of County criteria.

9-4-1 Off-Street Loading.

Not Applicable.

- c. The Final Development Plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting

equipment, furniture moving vans, fuel trucks, refuse collection, deliveries, and debris removal.

- d. All other utilities serving the Property will be installed to County specifications.
- e. Specifications for the parking area and roadways are depicted on the Final Development Plan. The driveway and parking areas will be paved to County specifications.

8-4-9 Temporary Uses.

Delineated on Exhibit A is an area in which construction administration trailers will be located for a period of one (1) year, after which the trailers will be removed from the site and the area used as parking lots. No more than four (4) mobile office trailers will be located within the area delineated.

BESSENT, HAMMACK & RUCKMAN, INC.

Russell W. Bailey

Draft #2  
MLP/4-13-85

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OFF 683 PAGE 142

DECLARATION OF RESTRICTIONS AND  
SUPPLEMENTARY DECLARATION OF COVENANTS  
FOR THE  
PLAYERS CLUB AT SAWGRASS  
(HOTEL)

The Declaration of Restrictions and Supplementary Declaration is made this 3rd day of September, 1985, by ARVIDA CORPORATION, a Delaware corporation, having an address at Post Office Box 600, Ponte Vedra Beach, Florida 32082.

W I T N E S S E T H :

WHEREAS, Arvida Corporation is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof ("Property") and Arvida Corporation desires to subject the Property to all terms, conditions and provisions of certain use restrictions more particularly set forth in this Declaration of Restrictions; and

WHEREAS, the Declaration of Covenants for the Players Club at Sawgrass has been recorded in Official Records Book 498, page 508, of the public records of St. Johns County, Florida, ("Sawgrass Players Club Declaration"); and

WHEREAS, Arvida Corporation desires to subject the Property, which is a portion of the lands constituting part of the Master Plan as defined in the Sawgrass Players Club Declaration, to all of the terms, conditions and provisions as contained in the Sawgrass Players Club Declaration as provided for under the terms of Article II of the Sawgrass Players Club Declaration, except as modified herein; and

WHEREAS, Section 2(d) of the Sawgrass Players Club Declaration provides that a supplementary declaration may contain additions or modifications to the Sawgrass Players Club Declaration.

NOW, THEREFORE, Arvida Corporation hereby declares that:

I. Incorporation of Sawgrass Players Club Declaration.

All of the Property and any portion thereof shall be held,

*Revised to.*

PREPARED BY:  
M. LYNN PAPPAS  
PAPPAS, RODRIGUES & METCALF  
2001 VANDERBILT SQUARE  
JACKSONVILLE, FLORIDA 32202

H. "ARB" shall mean and refer to the Architectural Control Committee established for the Sawgrass Players Club Association.

I. "Hotel Room" shall mean and refer to any individual hotel guest room for nightly lodging by transient guests.

J. "Hotel Facility" shall mean and refer to facilities constructed on the Property to service hotel guests.

III. Sawgrass Players Club Association and Obligations of Association.

Section 1. Players Club at Sawgrass. The Owner of the Property shall automatically become a Class C Member, upon acceptance of the deed to any portion of the Property, in the Sawgrass Players Club Association. The Sawgrass Players Club Association represents residents and Owners of the Players Club at Sawgrass, including Owners of the Property. The Sawgrass Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property and the Lots or Units and with respect to the Players Club at Sawgrass generally, all as more particularly set forth in the Sawgrass Players Club Declaration, as the same may be amended from time to time.

Section 2. Lien Rights. The Sawgrass Players Club Association shall be entitled to a lien upon the Property for any unpaid assessment for expenses incurred or to be incurred by the Sawgrass Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Sawgrass Players Club Declaration. For purposes of computation of assessments, the Improvements shall be assessed as a Commercial Unit as provided in Article V, Section 4, of the Sawgrass Players Club Declaration.

Section 3. Responsibilities of the Owner. If for any reason the Owner fails to perform the obligations imposed on it under the terms of any restrictions recorded in the public records of St. Johns County, Florida and under any other documents relevant to the Property to be performed by Owner, the Sawgrass Players Club Association shall be and is hereby authorized to act for and in behalf of the Owner in such respect that the Owner has refused or failed to act and any expenses thereby incurred by the Sawgrass Players Club Association shall be reimbursed by the party responsible for such action and shall

**Section 2. Commercial Vehicles.** Commercial vehicles other than those which may provide services or supplies to the Hotel Facilities from time to time, shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of Arvida and in an area designated by Arvida.

**Section 3. No Temporary Buildings.** No tents, trailers, tanks, shacks or temporary or accessory buildings or structure shall be erected or permitted to remain on any portion of the Property without the written consent of Arvida other than temporary construction buildings in place during the construction phase.

**Section 4. Architectural Planning Criteria.** All improvements constructed within the Property shall be subject to the Development, Architectural and Construction Criteria set forth on Exhibit B attached hereto and made a part hereof ("Architectural Criteria").

**Section 5. Antenna.** No aerial or antenna shall be placed or erected upon any Lot or any portion of the Property or affixed in any manner to the exterior of any building upon the Property. Antennas if any, shall be built into the attic space of any improvements upon the Property.

**Section 6. Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of the Property unless approved by the ARB.

**Section 7. 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 9. Signs.** No sign of any size shall be displayed to the public view within the Property except as may be approved as to size and design in accordance with the Architectural Criteria. This provision is intended to supercede and replace in its entirety the second paragraph of Article IX, Section 4 of the Sawgrass Players Club Declaration, with respect to the Property.

**Section 10. Lighting** All lighting shall be in accordance with the Architectural Criteria. No lighting of tennis courts or outdoor activity areas shall be permitted, without ARB approval.

**Section 11. Construction.** During construction of improvements upon the Property, the Owner shall be required to maintain the Property in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon the Property. All main structures constructed upon the Property shall be completed within two years after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by Arvida. Arvida may, at its option, establish reasonable hours for construction activities so as to result in minimal disturbance to Owners of land adjacent to the Property.

**Section 12. Casualty Damage.** In the event of damage or destruction by fire or other casualty to any improvements located upon the Property, the Owner of such improvements shall repair or rebuild such damage or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed three (3) years and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of approval by Owner's insurance carrier.

**Section 13. Roadways.** The Owner shall not gate or otherwise limit access to the Property without the approval of the Sawgrass Players Club Association, Inc. nor limit the rights of the Developer under the Sawgrass Players Club Declaration to install, erect, construct and maintain utility lines and facilities, to adopt rules and regulations regarding use of such roadways, to impose lines or to remove obstructions.

**Section 14. Canal and Bulkhead.** All canal and lake banks shall be improved by the Developer of the Property in accordance with plans and specifications prepared by the Developer and approved by Arvida in accordance with the Architectural Criteria.

area will be done as necessary in the opinion of the Board of Directors of the Sawgrass Players Club 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.

Section 16. Waiver. The use restrictions contained herein may be modified or waived by the Sawgrass Players Club Association, if in the discretion of the Sawgrass Players Club Association such waiver or modification will not prevent the harmony of exterior improvements with the Sawgrass Players Club development generally.

#### V. General Provisions.

Section 1. Duration and Remedies for Violation. The covenants and restrictions contained in Articles I through IV hereof shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by Arvida, the Sawgrass Players Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time these covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association and approval by the Owners holding not less than two-thirds (2/3) of the voting interest of the membership of the Association, and approved by the Board of Directors of the Sawgrass Players Club Association and Arvida, to the extent Arvida is engaged in the development of any portion of the Sawgrass Players Club development, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant, or restriction herein contained shall give Arvida and or the Sawgrass Players Club Association and or Owners in addition to all other remedies, the right to proceed

at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner or Owners of the Property so violating, provided such proceeding results in finding that an Owner was in violation of these covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Arvida and or the Sawgrass Players Club Association or such Owner seeking enforcement.

**Section 2. Notice.** Any notice required to be sent to any Owner or Arvida or the Sawgrass Players Club Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, certified mail postage paid to the last known address of the person who appears as Owner on either the records of the Sawgrass Players Club Association or the Public Records of St. Johns County, Florida at the time of such mailing. Notice to the Sawgrass Players Club Association shall be sent in the manner described above to the registered office of the Sawgrass Players Club Association. Notice to Arvida shall be sent in the manner prescribed above to the address appearing on page 1 hereof.

**Section 3. Severability.** Invalidation of any one of the restrictions by judgment or court order shall in no way affect any other provision of these restrictions which shall remain in full force and effect.

**Section 4. Amendment.** This Declaration may be amended at any time as follows:

- a. The amendment must be approved by the Owner either voting at a duly called meeting or signifying their approval by signing a copy of the amendment; and
- b. The amendment shall be consented in writing by the Sawgrass Players Club Association and by Arvida, its successors or assigns, so long as Arvida or its successors or assigns are engaged in development of any portion of the development known as Players Club at Sawgrass.

Upon approval of the amendment by the Owners, Arvida and

for inspection by all Occupants at Developer's construction offices. All water is to be picked up within the owner's parcel and then transferred to the master drainage system. All drainage plans will be approved by the Developer and approval will consist of, but not be limited to required compliance with paragraph 23 and approval of the following items:

- (1) Amount of flow
- (2) Outfall point
- (3) Type of system
- (4) Maintenance of system

26. Parking. All parking requirements will meet the requirements of St. Johns County zoning and building codes and will be shown on the final development plan. Excessive number of driveways will not be allowed and the flow of traffic must be handled within the Owner's parking area. Under no circumstances will any parking space be less than 9' x 20'. All parking areas are to be buffered from streets, adjacent building, golf course, and lakes. Some center island landscaping will be required in any parking lot over 20 spaces which is in addition to perimeter buffering.

27. Site Lighting. All on-site lighting will be of the same size or less as lighting standards provided within the adjacent Sawgrass Village retail area.

**B. CONSTRUCTION CRITERIA.**

1. General. Due to the proximity of the Property to Arvida's adjacent property, the construction activity to be performed upon the Property shall be subject to the following rules and regulations.

2. Time of Construction Activity. Construction activity shall be performed upon the Property only between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday and between the hours of 7:00 a.m. and 3:00 p.m. on Saturday. No construction activity shall be performed on Sunday.

3. Storage of Materials. To the extent reasonably practical, all construction materials and equipment stored upon the Property shall be stored so as to be screened from view by adjacent developed properties within Sawgrass Players Club.

4. Condition of Property. The Property shall be maintained at all times in a clean and sightly condition. All

EXHIBIT "D"

Article III, Section 2

Article IV, Sections 4, 10, 15(d)

Article V, Section 1

Article B, Section 27 of the Architectural and  
Construction Criteria



**Bessent, Hammack & Ruckman, Inc.**

**CONSULTING AND DESIGN ENGINEERS**

1900 CORPORATE SQUARE BOULEVARD / JACKSONVILLE, FLORIDA 32216 / (904) 721-2991

JACKSONVILLE/TAMPA

November 6, 1895

Mr. R. Daniel Castle  
Assistant County Administrator  
St. Johns County Administration Building  
State Road 16A  
St. Augustine, FL 32084

Subject: Final Development Plan  
Sawgrass/Marriott Hotel  
Planning Reference No. 85061.30

Dear Mr. Castle:

In response to the staff review of the Final Development Plan and text, the following clarification and information is provided. The five items listed in the staff review are height, alcoholic consumption, restaurant, location, retail/office space, and covenants/restrictions.

- o The maximum height of the building will be seventy (70) feet as measured by County code.
- o The hotel dining room and the theme restaurants are to be located on the main floor adjacent to the lobby. The Final Development Plan depicts a third restaurant removed from the hotel overlooking the 13th hole of the TPA.
- o There will be consumption of alcohol on the premises of the hotel/conference center itself. In addition, there will be a bathhouse bar and grill located adjacent to the pool. Also, consumption of alcohol is anticipated on the premises of the satellite restaurant as depicted in the Final Development Plan, Exhibit A.
- o There will be a sundry and gift shop as well as a real estate office within the hotel.
- o You will find attached, a letter from Mr. John Metcalf, addressing the covenants and restrictions.

Mr. R. Daniel Castle  
St. Johns County  
November 6, 1985 - Page Two

These clarifications are hereby made as commitments to the  
Final Development Plan, Exhibit B to the Resolution for  
Marriott/Sawgrass Hotel.

Sincerely,

BESSENT, HAMMACK & RUCKMAN, INC.

  
Sessell Boring

PAPPAS & METCALF  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
1901 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

M. LYNN PAPPAS  
JOHN G. METCALF  
THOMAS M. JENKS  
J. DAVID GREEN

TELEPHONE  
(904) 353-1980

November 5, 1985

Rosemary Yeoman  
Zoning Technician  
Planning & Zoning Department  
P. O. Drawer 349  
St. Augustine, Florida 32084

RE: Final Development Plan for Hotel at the  
Players Club at Sawgrass

Dear Rosemary:

Pursuant to our conversation this afternoon I am writing to clarify Exhibits C and D of the final development plan for the hotel to be constructed within the Players Club at Sawgrass. As I explained, we provide excerpts from the applicable covenants and restrictions in order to comply with the requirements of section 8-4-5 of the St. Johns County Zoning Ordinance requiring support legal documents for open space. In addition, we occasionally reference certain sections of the covenants to demonstrate to the county that we are adequately dealing with various architectural concerns. In this letter I will supply you with a "road map" from Exhibit D to Exhibit C of the hotel final development plan.

1. Article III, Section 2 as referenced in Exhibit D is contained on page 3 of the Covenants attached as Exhibit C. The reason for referencing this section was to demonstrate the fact that the property was subject to assessment for a proportionate share of maintenance cost of the common areas as required by section 8-4-5-(e) of the Zoning Ordinance.

2. Article IV, Section 4 as listed on Exhibit D is contained on page 5 of Exhibit C. By referencing this section we merely intended to demonstrate that the property would be subject to architectural control by an Architectural Control Committee.

3. Article IV, Section 10 as referenced on Exhibit D is contained on page 7 of Exhibit C. By this reference we intended to point out the controls on lighting within the project.

4. Article IV, Section 15(d) as referenced on Exhibit D is contained on page 9 of Exhibit C. This reference also



Page Two  
November 5, 1985

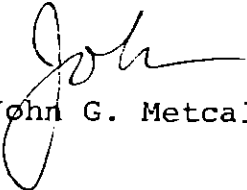
addresses lighting within the property.

5. Article V, Section 1 as referenced on Exhibit D is contained on page 9 of Exhibit C. This section is referenced to demonstrate that the Sawgrass Players Club Association has the responsibility and authority to enforce the Covenants.

6. Article B, Section 27 of the Architectural and Construction Criteria is contained on the last page of Exhibit C (the page number is 7 because this is taken from a separate document). Again, we are specifying the criteria for lighting within the property.

If you have any further questions concerning the covenants and restrictions applicable to this property, please call.

Sincerely,



John G. Metcalf

JGM/pl  
cc: Mac Reigger  
Mike Mohler



Bessent, Hammack & Ruckman, Inc.

CONSULTING AND DESIGN ENGINEERS

1900 CORPORATE SQUARE BOULEVARD / JACKSONVILLE, FLORIDA 32216 / (904) 721-2991

JACKSONVILLE/TAMPA

October 8, 1985

St. Johns County Board of County Commissioners  
St. Johns County Courthouse  
P. O. Drawer 349  
St. Augustine, Florida 32084

Re: Final Development Plan  
Player's Club at Sawgrass (Caballos Del Mar)  
Marriot/Sawgrass Hotel  
BHR Reference No. 25057

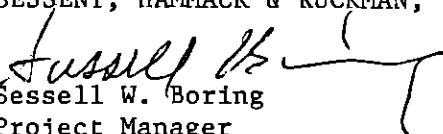
Dear Commissioners:

On behalf of the Patton Group, we are submitting, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a Final Development Plan for the hotel and tennis complex on the property designated for hotel use under PUD 75-15 as amended (Resolution 85-59). The site is wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15.

This submittal consists of a Final Development Plan (Exhibit A) depicting the buildings, site configuration, tennis courts and parking area; written text in support of the Final Development Plan (Exhibit B); excerpts from the master association covenants and listing of other relevant covenants (Exhibit D); and a form of Resolution.

Respectfully submitted,

BESSENT, HAMMACK & RUCKMAN, INC.

  
Sessell W. Boring  
Project Manager

SWB/jcp/FDP3-B

Enclosures: Resolution  
Final Development Plan (Exhibit A)  
Written Text (Exhibit B)