

RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR RELOCATION OF THE SECURITY GATE AND GUARDHOUSE
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 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 Declaration of Covenants and Restrictions as set forth in Exhibit C and listed on Exhibit D *all of which are incorporated by reference into the Plan.*
PASSED AND ADOPTED this 7th day of January, 1986.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Francis N. Brubaker
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk
Adopted Regular Meeting

January 7, 1986

Effective:

January 7, 1986

FINAL DEVELOPMENT PLAN
FOR THE
RELOCATION OF THE SECURITY GATE AND GUARDHOUSE
WITHIN THE PUD NAMED
PLAYERS CLUB AT SAWGRASS

Arvida Corporation
November 7, 1985

EXHIBIT B

Arvida Corporation 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 the relocation of the security gate and guardhouse (the "Property") from its present location which is approximately 1100 feet from ALA at the eastern entrance to the Players Club at Sawgrass. 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 Declaration of Covenants and Restrictions identified as Exhibit C and a list of those sections of the Covenants 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 located within the median of TPC Boulevard.

The security gate and guardhouse will be relocated approximately 900 feet further west along TPC Boulevard from its current location. The current security gate and guardhouse is located adjacent to the Sawgrass Village Commercial Center and traffic occasionally backs up due to its location. Relocating the security gate and guardhouse will serve several useful purposes other than reducing the congestion around Sawgrass Village. First, by moving the security gate and guardhouse westward along TPC Boulevard it will enable guests of the proposed Marriott Resort Hotel to enter and leave the hotel without first passing through the security gate. Second, the currently approved PUD master plan depicts commercial acreage along the northside of TPC Boulevard behind the security gate and guardhouse. By moving the security gate and guardhouse westward along TPC Boulevard it will permit access to this acreage without the necessity of passing through the security gate.

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.

8-4-1 Density of Development

Section 8-4-1 is not applicable since no residential development will take place on the Property.

8-4-2 Open Space

Because of the nature of the development depicted on the Final Development Plan, no open space will be necessary.

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

Section 8-4-3 is not applicable given the nature of the development on the Property.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The security gate and guardhouse developed on the Property, although not technically open space, is located on common area and will be maintained and owned by the Players Club Master Association under the terms of the Declaration. The relevant provisions of the Declaration are:

- a. The Declaration provides for conveyance of title to the common area to, and ownership by, the Association, a duly constituted and legally responsible community association.
- b. Article 4 of the Declaration, assigns responsibility for the management and maintenance of the Common Area to the Players Club Master Association.
- c. Section 5.2 of the Declaration, sets forth the purpose for assessments and states that one of the purposes is to provide security for the Players Club at Sawgrass.

8-4-6 Access

Section 8-4-6 is not applicable since the Property will not be used for single-family dwelling units.

8-4-7 Privacy

Section 8-4-7 is not applicable since the Property will not be used for single-family dwelling units.

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

No combined off-street parking or loading facilities will be constructed on the Property.

9-1-3 Entrances and Exits

The location and design of the entrances and/or exits to all streets and TPC Boulevard will be in accordance with 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, there will be no parking spaces in lots of more than ten. There will be eight parking spaces for security vehicles and temporary guest parking. All parking spaces will be clearly marked.

9-1-6 Lighting

Adequate lighting will be provided. Lighting will be designed to minimize glare or adjacent property.

9-1-7 Screening

Section 9-1-7 is inapplicable since there will be no parking spaces for ten or more vehicles in any one location on the Property.

9-2 Location

The required 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

The Property will be used for a security gate and guardhouse. As depicted on the Final Development Plan there will be eight parking spaces for security vehicles and temporary guest parking.

9-4-1 Off-Street Loading Requirements

This section does not apply to the type of development contemplated on the Property.

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.

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 is 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 street 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: _____

834T5

of the Association, so long as there exists a Class B member, and subsequently the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose and upon obtaining any county or governmental approvals as may be required by law.

(d) Supplementary Declaration. The addition of property to or withdrawal of property from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

(e) Additional Declarations. Developer intends, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions.

(f) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation including but not limited to the Existing Master Associations, its Property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title To Common Area. The Developer will convey or cause to be conveyed to the Association, at such time as it in its sole discretion deems appropriate, the title to roads, lake bottoms and other Common Areas (exclusive of golf courses, Commercial Units or other areas to be retained by Developer in its sole discretion) which are designated by Developer for the use or benefit of all of the Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record

and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, non-exclusive use rights of the members of the Existing Master Associations and such other non-exclusive use rights as may be granted by Developer prior to such conveyance. Any roads, lake bottoms and other areas which are for the primary use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements Of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles and Bylaws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property, restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, in Article VIII and in Article IX hereof.

(g) the rights of the Class C membership in and to the Common Area shall be non-exclusive right of reasonable ingress and egress over and upon the roadways to any Commercial Unit owned by such Class C Member for the benefit of such Class C Member, its invitees, agents, employees, tenants and designees, from publicly dedicated rights of way. Such reasonable means of ingress and egress shall be subject to the reasonable control of the Association for security purposes. Nothing contained in this Declaration shall be construed to grant to a Class C Member or its invitees, agents, employees, tenants or designees the right to use of and access to other Common Areas of the Property, except as is necessary for ingress and egress, unless specifically granted by the Association.

ARTICLE IV

PLAYERS CLUB MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, the exercise of architectural control of improvements constructed within the Property and for membership and voting rights in the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot or Commercial Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose Of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and The Players Club, at Sawgrass and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, the cost of road and lake maintenance, security, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

EXHIBIT "D"

Article III, Section 1

Article IV

Article V, Section 1