

RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR CONSTRUCTION OF A SAWGRASS VILLAGE
OFFICE PARK ACCESS ROAD
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 herein and made a part*

hereof
Passed and adopted this 25th day of February, 1986.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Francis W. Boubaker
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk

FINAL DEVELOPMENT PLAN
FOR THE
CONSTRUCTION OF A SAWGRASS VILLAGE
OFFICE PARK ACCESS ROAD
WITHIN THE PUD NAMED
PLAYERS CLUB AT SAWGRASS

Arvida Corporation

January 23, 1986

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 construction of an Access Road within Sawgrass Village Office Park (the "Property"). The construction of the Access Road will permit access to the western portion of the Sawgrass Village Office Park for marketing purposes and eventual use by occupants of Sawgrass Village Office Park upon development. 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 northwest of the Sawgrass Village Center within the Parcel known as Sawgrass Village Office Park.

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 Access Road on the Property, although not technically open space, is located on common area and will be maintained and owned by the Sawgrass Village Office Park Association, Inc. under the terms of the Declaration of Covenants (the "Declaration"). The relevant provisions of the Declaration are:

- a. Article 4 of 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 Areas to the Sawgrass Village Office Park Association.
- c. Section 5.2 of the Declaration, sets forth the purpose for assessments and states that one of the purposes is to maintain roads 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 currently are 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.

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

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

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: 
J. David Green, Attorney for Arvida

added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of Property in Sawgrass Village Office Park. However, nothing herein shall be construed as restricting Developer's right to use any land, described in this section, which has not yet been added, or which has been withdrawn from the scheme of this Declaration, for any lawful use whatsoever.

III PROPERTY RIGHTS

Section 1. Owner's 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 with the consent of the Developer 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 parts of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately, 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, restrictions and other matters referenced in Articles IX and XI hereof

IV SAWGRASS VILLAGE OFFICE PARK MAINTENANCE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property which may become subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Voting. Voting rights in the Association shall be as are set forth in the Articles of Incorporation of the Association.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot

owned by it within Sawgrass Village Office Park hereby covenants and each Owner of any Lot (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 as provided in Section 8 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. All such assessments and interest, costs of collection thereof (including attorneys fees), shall be a charge on any condominium parcels constituting a Lot based upon the proportionate ownership of common elements of the condominium attributable to such condominium parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Property within Sawgrass Village Office Park and in particular for the improvement and maintenance of the Common Area and common services for the benefit of Owners 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.

Section 3. Maximum Annual Assessments.

(a) Except as hereinafter provided, the annual Lot assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments, and excluding any condominium or other association maintenance assessment, shall not exceed \$2,500.00 per annum for each acre or fraction thereof within a Lot rounded up to the nearest one tenth (.1) of an acre. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

(b) From and after December 31, 1985, the maximum annual assessment as provided in subsection (a) above will increase each year by an amount equal to the greater of (i) the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items United States City Average (1967 = 100) issued by the U. S. Bureau of Labor Statistics "CPI", between the first month and the last month of the twelve month period preceding the month of fixing the annual assessments by the Board of Directors of the Association, or (ii) seven percent (7%) of the prior annual assessment, such increase to be cumulative and self-operative. If the CPI index as described shall be discontinued then the applicable increase shall be calculated on the basis of a substantially similar index published by the United States

EXHIBIT D

Article IV

Article V, Section 2