

RESOLUTION NO. 86-91

RESOLUTION OF THE COUNTY OF ST. JOHNS  
STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR UNIT ELEVEN  
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD  
KNOWN AS MARSH LANDING AT SAWGRASS  
PURSUANT TO ORDINANCE 75-3

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

Section 1: Pursuant to a letter request dated March  
28, 1986, submitted by Fletcher Land 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 as referenced in Exhibit D.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Francis J. Brubaker  
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent  
Deputy Clerk

Adopted Regular Meeting

July 22, 1986

Effective:

July 22, 1986

**MARSH LANDING AT SAWGRASS**  
**UNIT ELEVEN - SINGLE FAMILY LOTS**

**EXHIBIT B**  
**TO THE RESOLUTION**  
**March 28, 1986**

In Accordance with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by Prosser, Hallock & Kristoff, Inc., the Covenants and Restrictions and the following text regarding compliance with Section 8-4, are submitted for your consideration.

The Declaration of Covenants and Restrictions for Unit Eleven at Marsh Landing identified as Exhibit C to the Resolution, is provided with this submission in support of the request for Final Development Plan approval.

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 is provided with this submission and is identified as Exhibit D to the Resolution. The developer reserves 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**

The total ground area occupied by residential buildings and structures shall not exceed 35 percent of the total ground area of the Marsh Landing PUD devoted to residential use.

**8-4-2 Open Space**

The Final Development Plan depicts Lake area and/or Golf Course areas within the Property which are to be utilized as open space or "Common Areas". Every homeowner shall have a right of use and an easement of enjoyment in the Lake areas, except where its use is limited by the applicable sections of the Declaration of Covenants and Restrictions. The open space will be used for golf, lake, passive recreation and conservation areas. The Lakes will be maintained by the Marsh Landing at Sawgrass Master Association, Inc. The Golf Course will be maintained by the developer.

**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. There will be no more than 6 residences on the property. Furthermore, Section 8.6.3 of the Covenants and Restrictions established specific setback lines as follows: a 40-foot front setback line, a 20-foot side setback line, a 25 rear setback line and a 35 foot side setback line for corner lots on the road side. The Architectural Review Board may modify the setback requirements for tree preservation or maintenance of overall aesthetics. A resident may be located wholly within a single plotted lot or on a combination of plotted lots.

8-4-4 Project Size.

The Marsh Landing PUD consists of more than 20 acres.

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

The Covenants and Restrictions of Marsh Landing at Sawgrass Master Association Inc., which apply to the lake area and the Covenants and Restrictions of Marsh Landing Homeowner's Association Inc., which apply to the right-of-ways and all other open space, assure adequate management and maintenance of the common property.

- a. The Covenants and Restrictions provide for the conveyance of title to the common property to, and ownership by, the homeowner's association, a duly constituted and legally responsible community association.
- b. The Covenants and Restrictions, appropriately limits the use of the common property.
- c. The Covenants and Restrictions assign responsibility for management and maintenance of the common property to the homeowner's association.
- d. The Covenants and Restrictions places responsibility for enforcement of the covenants contained therein upon the homeowner's association.
- e. The Covenants and Restrictions permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the subdivision via the private easements owned by Marsh Landing Homeowner's Association, Inc.

8-4-7 Privacy

Under Sections 8.6.3, 8.6.13, and 8.6.15 each dwelling unit will be provided visual and acoustical privacy. Landscaping shall be required as stated in the Covenants and Restrictions for the protection and aesthetic enhancement of the property.

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 general drainage plan for the Property so as to prevent damage to abutting parcels and streets is graphically depicted on the Plan. Specific drainage plans for each lot upon which a residence is to be constructed will be consistent with the general drainage plan.

9-1-2 Separation from Walkway and Street

Each unit will have an individual garage and driveway which will provide the required off-street parking. No combined off-street parking and 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. In addition, Section 8.6.21 of the Covenants and Restrictions assures proper site distances at intersections.

9-1-4 Interior Drives

As shown on the 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.

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 the center.

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; however, landscaping will be required.

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 single family residential lots or one single family per lot. Therefore, in accordance with Subsection d of 9-3, at least one off-street parking space will be provided per dwelling on the same parcel they intend to serve. This space, located within the driveway for the residence, is in addition to the parking spaces allowed for in the garage. Nevertheless, owners shall be required to store automobiles in garages when not in use.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

- 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. Location of the fire hydrants and water and sewer lines serving the Property are also depicted on the Final Development Plans.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines, will be installed underground.

Also shown on the Final Development Plan are general drainage arrows to the lake from the lots 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 shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners.

**PROSSER, HALLOCK & KRISTOFF, INC.**

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**EXHIBIT "D" TO THE RESOLUTION**

**Sections of the Declaration of Covenants and Restrictions made part of the Final Development Plan.**

Section	8.6.13
Section	8.6.15
Section	8.6.21
Section	9.1.3
Section	9.1.5
Section	9.1.6
Section	9.1.8
Section	9.1.10

above the level of possible flood waters based upon U. S. Corps of Engineers criteria for storms that would occur once every 100 years. This level has been established at Marsh Landing at Sawgrass as 4.5 feet mean sea level. The ARB therefore, has established six (6) feet mean sea level as the minimum floor elevation for all habitable rooms. The ARB recommends that on any lot where the floor elevations of the main living area are to be constructed 18" or more above existing grade, that pilings or foundation walls be used. It is suggested that the vertical plane of these pilings or walls shall be recessed a minimum of 6" behind the vertical plane of the exterior wall of the living area. In all cases, this lower structural element will be architecturally screened or treated. Foundation planting alone will not be accepted.

8.6.8 Lot Level Elevation. Lots adjacent to the marshes with unrestricted flow from tidal waters may be affected several times per year by unusually high "spring tides". That portion of the lot with an elevation less than 3.1 feet, which is the peak tide elevation, may experience standing water for short durations. In certain cases, on rear yards of lots bordering tidal marshes and canals, the ARB may allow use of fill material, if in its judgment the fill will not adversely affect drainage, trees or aesthetics.

8.6.9 Garages and Automobile Storage. In addition to the requirements stated in Paragraph 8.6.1 above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width, and a service door. All overhead doors shall be electrically operated and shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages. However, where side entry is impractical, the ARB will consider for approval front entry garages. Automobiles shall be stored in garages when not in use.

8.6.10 Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to the garage. All driveways must be constructed with an approved material. Natural colored concrete will not be permitted.

8.6.11 Dwelling Quality. The desire of the ARB is to create a community in harmony with the heavily wooded existing site and, therefore, it encourages the use of wood as the principle exterior material with brick, stone and stucco being used for accents where compatible. The ARB shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB.

8.6.12 Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Residential Parcels within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

8.6.13 Fences and Walls. Fences, walls or hedges are not permitted to define property lines. Fences, hedges or screens may be used to enclose service areas, patios, pools, or other approved areas requiring privacy. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited.

8.6.14 Landscaping. A basic landscaping plan as prepared by a licensed landscape architect for each Residential Parcel will be submitted

to and approved by the ARB prior to initial construction and development therein. The plan shall call for landscaping improvements, exclusive of sodding and sprinkling systems, requiring a minimum expenditure of \$1,500.00 by owner. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all natural vegetation where possible.

8.6.15 Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Residential Parcel shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- (a) Composition to be of material thoroughly tested and accepted by the industry for such construction;
- (b) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the ARB;
- (c) No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- (d) Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB;
- (e) Location and construction of tennis or badminton courts must be approved by the ARB;
- (f) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;
- (g) Tennis court lighting shall not be permitted.

If one Member elects to purchase two (2) adjoining Residential Parcels and use one for recreation purposes, the Residential Parcel used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

8.6.16 Garbage and Trash Containers. No Residential Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All Residential Parcels shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARB shall have the discretion to rectify any violation of this subsection, with or without notice, and that owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a lien against the lot enforceable in an appropriate court of equity or law.

8.6.17 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

8.6.18 Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Member to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

8.6.19 Window Air Conditioning Units. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.



8.6.20 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property member, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

8.6.21 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

8.6.22 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be allowed unless approved by the ARB. Approval will not be considered unless excess water can be dispelled directly into a storm drainage structure.

8.6.23 Antenna. No aerial or antenna shall be placed or erected upon any Residential Parcel, or affixed in any manner to the exterior of any building in the Subdivision. Antennas, if any, shall be built into the attic space of the home.

8.6.24 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Residential Parcel, unless approved by the ARB.

8.6.25 Shutters. Window shutters are appropriate only where sized to match the window openings.

8.6.26 Fire Wood. All fire wood shall be stored in a screened service area; screening shall consist only of approved materials such as stained woods, stucco or accent brick.

8.6.27 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.

8.6.28 Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Member in the Subdivision; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the Subdivision and the deviation requested is compatible with the character of Marsh Landing at Sawgrass. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

Section 8.7 AC Approval. Notwithstanding anything contained herein to the contrary, no construction of any improvements of any kind or nature upon the Property, by the Developer or otherwise, shall be made until the preliminary plans, specifications and location of same have been submitted to and approved in writing by the architectural committee ("AC") provided for and in accordance with the terms of the Licensing Agreement dated \_\_\_\_\_, 1984, between Arvida Corporation and M. L. Partnership, to be recorded in the public records of St. Johns County, Florida. The disapproval of the AC shall be dispositive and shall take precedence over the

approval of the ARB, the Master Association or any other architectural committee or property owners association. If the AC fails to approve or disapprove the preliminary plans described in Section 8.5(a) hereof within thirty (30) days after their submission to the AC, the proposed improvement shall be deemed approved by the AC. However, the approval of the AC shall not constitute the approval of the ARB or Master Association.

ARTICLE IX  
USE RESTRICTIONS AND EASEMENTS

Section 9.1 Use Restrictions.

9.1.1 There shall be no change to the natural condition of any lake front without prior approval of the ARB. Docks of any type are prohibited unless approved by the ARB.

9.1.2 All lakes, canals and waterways within the Subdivision are restricted in use to manually powered boats, sailboats under 18', and boats with electric trolling motors.

9.1.3 All lots in the Subdivision are Residential Parcels and shall be used exclusively for single family residential purposes. No lot shall be subdivided so as to reduce its size without approval of the Developer.

9.1.4 All lots, (including vacant lots) and any improvements placed thereon, and all property immediately contiguous to said lots along drainage ditches, canals, easements and right of ways, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. Owners of improved lots shall maintain their lawns to the edge of the paving, including property located within the right-of-way. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the ARB, after ten (10) days' written notice to any lot owner, to enter upon any Residential Parcel for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the ARB detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the ARB may charge the owner a reasonable cost of such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceeding at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the ARB to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

9.1.5 No animals, except usual household pets, shall be kept on any lot. No more than four (4) four-footed pets will be permitted in any one household. No household pet may be kept on any lot for breeding or commercial purposes. Dogs shall be walked on a leash.

9.1.6 No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on any Residential Parcel with the exception of the Developer's real estate offices.

9.1.7 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. The Developer reserves all oil and mineral rights in the lots.

9.1.8 All signs, billboards and advertising structures of any kind, including, but not limited to, signs advertising a Residential

Parcel for sale or lease, and builder and subcontractor signs during construction periods (except where needed for security purposes) are prohibited except where approved by the ARB.

9.1.9 Any dwelling or other structure on any lot in the Subdivision which is destroyed in whole or in part must be rebuilt within one (1) year. All debris must be removed and the lot restored to a slightly condition within sixty (60) days.

9.1.10 No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of 24 hours except in garages. No mechanical or maintenance work of any kind shall be performed on any of the above boats or vehicles or any other motor vehicle except in garages.

9.1.11 No tree six (6) inches or more in diameter measured at a point two feet above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the ARB. Violation of this covenant shall subject the owner of the lot to liquidated damages in the sum of \$50.00 per inch of diameter measured as hereinbefore specified for each tree removed without the specified authorization except the maximum liquidated damages shall not exceed \$2,000 for any lot, which damages shall be payable to the Association.

9.1.12 Exterior clothes lines, and tree houses are prohibited. Above ground oil tanks, LP gas tanks, fuel tanks, water softener units, pool equipment and other above ground equipment shall require adequate screening to meet ARB approval.

## Section 9.2 Easements.

9.2.1 Developer reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas sewer, water lines or other public conveniences or utilities, on, in and over a strip of land twenty (20) feet in width along the front and back property line and ten (10) feet in width along the side property lines of each lot and on, in and over any area designated as an easement area on the recorded plat of the Subdivision.

9.2.2 Owners shall not obstruct or divert drainage flow from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a lot which are not located within the specific easement area designated on the plat or in these Covenants. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent lot or lots or into sanitary sewer lines.

9.2.3 Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any lots in the Subdivision owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of such Subdivision. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Area.

9.2.4 Developer reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cables within the rights-of-way and easement areas referred to.