

RESOLUTION NO. 87- 31
RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR LIGHTHOUSE BEND
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 Covenants and Restrictions that will restrict use of the property as set forth in Exhibit C and listed on Exhibit D all of which are hereby incorporated into and made a part of this Final Development Plan.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Phyllis L. Lydon
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk
Adopted Regular Meeting

February 24, 1987

Effective:

February 24, 1987

ARVIDA/0582

EXHIBIT B

FINAL DEVELOPMENT PLAN
FOR
LIGHTHOUSE BEND
WITHIN PUD 73-8 NAMED
COUNTRY CLUB AT SAWGRASS

Arvida Corporation

December 30, 1986

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 the single family subdivision to be known as Lighthouse Bend (the "Property"). The Final Development Plan consists of a one page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the 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 73-8, and known as Country Club at Sawgrass. The area encompassed by this Final Development Plan lies south of Sawgrass Drive West and East of South Nine Drive within the portion of the Sawgrass Country Club known as Sawgrass Phase II. The Property includes all of tracts 24, 25, 30 and 35 as shown on the approved PUD Master Plan. These tracts will be designated for single family use on the approved PUD Master Plan in accordance with a minor modification request submitted simultaneously with this application.

Nothing contained in the covenants 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 covenants which are specifically referenced herein and listed on Exhibit D 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 covenants 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 covenants. Provided, however, that if any alteration, amendment or series of alterations or amendments to the covenants materially erodes the protection afforded by the covenants 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 of each Lot occupied by residential buildings and structures shall not exceed 75 percent of the total ground area of the Lot. When combined with common open space within the PUD, the ground area occupied by residential structures in the PUD will not exceed 35 percent of the total ground area committed to residential use.

8-4-2 Open Space

The preservation area at the north end of the Property is intended to be a natural area requiring minimal maintenance. It will ultimately be owned and maintained by the homeowners association for Lighthouse Bend or by the Sawgrass Association, Inc. There is no other open space designated as such on the map. Nevertheless, the lakes, recreation areas, and other open space planned for the Country Club development as a whole will provide ample open space both within and outside the boundaries of the subdivision. In addition, the subdivision will contain lakes lying within easement areas depicted on the Map. There will be an entry sign to Lighthouse Bend (which may be lighted) that will lie within the right of way of the subdivision roads. The entry sign will be no larger than 15 by 20 and will be constructed of wood, concrete, masonry or other materials consistent with other entry signs in the PUD. The entry sign, if installed, will be maintained by the subdivision property owner's association. The subdivision roadways will also be maintained by the appropriate homeowners association.

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

All development which is to occur within the subdivision will comply with the spirit and intent of the Zoning Ordinance; however, structures may be built immediately adjacent to or crossing lot lines. There will be no more than 62 residences in Lighthouse Bend. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with the covenants, every parcel upon which a residence is constructed will have a total area equal to or greater than 95% of the total area of the smallest Lot (in area) the subdivision. Furthermore, the covenants will establish a minimum 10 foot front setback line, a minimum 3 foot side setback line and a minimum 10 foot rear setback line (measured from the water's edge for each building parcel, subject to the Developer's right to release Lots from minor violations as set

forth in the covenants. All setbacks will be measured from the exterior wall of the dwelling to the applicable parcel boundary. The rear yard setback shall not apply to pools, gazebos, docks or similar structures. Typical sections of the covenants that will address minimum building parcel size and minimum front and side setbacks are attached as Sections 10.1 and 10.17, respectively, of Exhibit C. The actual recorded covenants for the subdivisions shall contain these provisions but may identify them by different section number and may include greater setbacks. This final development plan is intended to establish a 10 foot minimum front setback, a 3 foot side setback, and a 10 foot minimum-rear setback for purposes of final development plan administration and enforcement by St. Johns County. The establishment of these minimum setbacks in the final development plan, however, is not intended to prohibit or restrict the developer in any way from establishing greater setbacks by private recorded covenants and restrictions.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The covenants shall assure adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. The covenants shall provide for conveyance of title to the common property to, and ownership by, the appropriate homeowners' association as described above, which shall be a duly constituted and legally responsible community association.
- b. The covenants shall appropriately limit use of the common property by inclusion of a provision substantially similar to Section 4.1 of Exhibit C.
- c. The covenants shall assign responsibility for the management and maintenance of the common property to the appropriate homeowners' association.
- d. The covenants shall place responsibility for enforcement of the covenants contained therein upon the appropriate homeowners' association and its board of directors.
- e. The covenants shall permit the subjection of each lot to assessment for its proportionate share of maintenance costs by inclusion of a provision substantially similar to Section 6.1 of Exhibit C.

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the Property via the private roads to be owned by the associations.

8-4-7 Privacy

Each dwelling will be provided visual and acoustical privacy by virtue of the architectural control of the subdivision by the architectural review board. Necessary walks and landscaping shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

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. In accordance with the covenants, specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage 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 will be in accordance with County specifications.

9-1-4 Interior Drives

As shown on the Map, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Map, 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 center.

9-1-7 Screening

Section 9-1-7 does not apply because 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 single family residential lots. Therefore, in accordance with Subsection a of 9-3-13, at least one off-street parking space will be provided per dwelling.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

c. The 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 Map. The fire hydrants to be installed pursuant to this Final Development Plan shall meet county standards and must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.

d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. Also shown on the 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 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: _____

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EXHIBIT C TO RESOLUTION

Section 10.1 Residential Use. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes and options solely within the subdivision. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARC and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARC shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plats of the Subdivision unless the ARC gives its prior written consent.

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EXHIBIT C TO RESOLUTION

Section 10.17 Setback. No dwelling shall be erected within ten (10) feet of the front Lot line or within three (3) feet of any side Lot line or side line of any building parcel within ten (10) feet of any rear Lot line or the water's edge of any lake or within any easement area shown on the plat of the subdivision or reserved in Article XII of this Declaration. The rear setback shall not apply to pools, gazebos, docks or similar structures. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

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EXHIBIT C TO RESOLUTION

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. When the Developer no longer owns any lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Association and the Association shall accept such conveyance. Every member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all roadways and the Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

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EXHIBIT C TO RESOLUTION

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Subdivision other than the Developer hereby covenants, and by acceptance of a deed therefore, 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 any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable 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. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

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EXHIBIT D TO THE RESOLUTION

Typical sections that must be included within recorded covenants and that are hereby made a part of the Final Development Plan.

Section 10.1
Section 10.17
Section 4.1
Section 6.1

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