

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR UNIT 1 - THE PALMS  
SANCHEZ GRANT PUD  
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD  
PURSUANT TO ORDINANCE 93-10

WHEREAS, the Final Development Plan for The Palms, Unit One of the Sanchez Grant PUD has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is here found that:

- A. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 93-10; and
- B. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on September 16, 1993; and
- C. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. Pursuant to a request for approval of 103 single family homes made by Atlantic Builders and W.R. Howell Company, in accordance with Section 8-3 of St. Johns

County Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A relating to that portion of the PUD, the legal description of which is set forth on Exhibit A attached hereto, and which is known as The Palms, Unit 1 of the Sanchez Grant PUD, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B, and Article IV of the Declaration of Covenants and Restrictions attached hereto as Exhibit C.

Section 2. All building code, zoning ordinance, and other land use and development regulations of St. Johns County are applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance 93-10. Modification to approved development plans by variance or special exception shall be prohibited. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit A until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers Dredge Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water

Management District and Management Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;

- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. Johns County and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for the Sanchez Grant PUD is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 93-158

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Babawage  
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Amy Bernier  
Deputy Clerk

FINAL DEVELOPMENT PLAN  
UNIT 1 - THE PALMS  
SANCHEZ GRANT PUD (93-10)

**P.U.D.** OFF. REC.  
BOOK E PAGE 363

EXHIBIT B  
TO THE RESOLUTION

ATLANTIC BUILDERS, INC.  
AND  
W. R. HOWELL COMPANY

JULY 23, 1993  
REVISED SEPTEMBER 10, 1993

ATLANTIC BUILDERS AND W. R. HOWELL COMPANY hereby submit, 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 a single family subdivision to be known as THE PALMS, UNIT 1 OF THE SANCHEZ GRANT PUD (the "Property" or "Subdivision"). The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map") and this text identified as Exhibit B to the Resolution (the "Text"). The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 93-10. On the approved Master Plan, the Property is designated for single family residential. Unit 1 will contain 103 single family homes on 103 lots. A temporary sales center shall be constructed that consists of a temporary entrance from County Road 210, up to four modular sales office units, and a temporary parking area. The temporary sales center will be closed within 18 months from the issuance of the Certificate of Occupancy for the sales center. Selected builders will have sales offices in their model homes, after the modular sales office units are removed. The temporary entrance will be closed when the temporary sales units are removed.

One entrance sign and two boundary marker signs are shown on the FDP Map. The boundary marker signs will be no more than 10 square feet in area and less than eight (8) feet in height. The entrance sign will be no more than forty (40) square feet and less than ten (10) feet high. The signs will be designed to be aesthetic. An attractive entrance will be constructed and will include landscaping and accent lighting. No signs can be erected until approved by the Building Department.

No construction permits can be issued until final Engineering Department approval of construction plans is granted and all required state and federal permits have been obtained. Once the foregoing conditions to construction have been met the developer may proceed to construction of horizontal improvements prior to approval and recording of a final plat.

No lot within the Subdivision shall be conveyed until a final plat has been approved by the Board of County Commissioners of St. Johns County, Florida and recorded in the public records of St. Johns County.

Article IV of the Declaration of Covenants, Conditions and Restrictions was incorporated in the PUD at the time of approval and is recorded in PUD O.R. Book D, Pages 678 through 687. Article IV contains the regulations on use as required by St. Johns County, and is included as Exhibit C. 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 in the PUD (i.e., Article IV) 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. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

**IN ACCORDANCE** with the procedures established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by BHR, Inc. (Exhibit A), and the

following text regarding compliance with Section 8-4, "Standards and Criteria", are submitted for your consideration.

**8-4-1 Density of Development**

In this phase, 103 single family homes will be constructed on 93 acres, or a density of 1.1 units per acre. Maximum lot coverage will not exceed 35 percent.

**8-4-2 Open Space**

The Property contains approximately 70 acres of open space reserved in tracts as shown on the FDP map.

**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 103 future residences on the 103 lots as depicted on the attached Final Development Plan Exhibit "A". Typical lot sizes are 75' x 120'. Each lot will be a minimum of 7,000 square feet. The minimum lot frontage will be 60 feet except on cul-de-sacs. The minimum lot frontage on cul-de-sac will be 20 feet. The residential structures will be set back at least twenty (20) feet from the road right-of-way. The rear yard setback will be a minimum of ten (10) feet. The side lot setbacks will be a minimum of five (5) feet from each side. There will be a minimum of ten (10) feet between residential structures. Setbacks are to be measured from the walls of buildings. In addition, sidewalks shall be constructed on Lots 21 thru 28, 69 thru 76, and 83 prior to the issuance of a Certificate of Occupancy by the Building Department for the Single Family residence; further sidewalks shall be constructed by the developer along the areas fronting common areas between the lots above-described during road construction. Pools and enclosures are subject to the same setback requirements as buildings. ARB approval will be required prior to the issuance of a building permit. The ARB has the authority to waive setback requirements on individual lots for reasons that include tree preservation, protection of overall aesthetics, and enhancement of the environment.

The Final Development Plan also includes reservation tracts labelled as follows:

- Tracts "A" - "V": Landscape/Buffer
- Tracts "A1" - "A9": Conservation Easement
- Tracts "B1" - "B5": Wetlands Conservation Easement
- Tracts "C1" - "C2": Stormwater Pond
- Tracts "D1" - "D2": Drainage Easement

The Tracts will be owned and maintained by the Homeowners Association.

**8-4-4 Project Size**

The Sanchez Grant PUD consists of 484 acres, more or less. This unit consists of 93 acres, more or less.

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

The Covenants and Restrictions of the Sanchez Grant PUD, as currently on file with the County, will apply to the maintenance of all open space, lakes, and rights-of-way.

**8-4-6 Access**

Each unit is provided vehicular access within the Property via private drives. No lot may access two streets.

**8-4-7 Privacy**

Visual and acoustical privacy of each dwelling unit will be assured primarily through landscaping. Fences, walks, or landscaping will be provided 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 will be designed so that it will prevent damage to abutting parcels and streets.

**9-1-2 Separation of Walkway and Street**

This provision is not applicable since there are no off-street parking and loading facilities.

**9-1-3 Entrances and Exits**

The location and design of the entrances and/or exits to all streets and driveways will be in accordance with County specifications. Landscaping, curbing or other barrier may be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

**9-1-4 Interior Drives**

The Property is to be used for single family residences, so this provision is not applicable.

**9-1-5 Marking of Parking Spaces**

This provision is not applicable since there will be no parking spaces in lots of 10 or more spaces.

**9-1-6 Lighting**

Lighting within the Property will meet or exceed minimum lumens of 100 watt high-pressure sodium fixture lights affixed at least 16 feet above the roadway and spaced approximately 300 feet on the center. The lighting shall be designed and installed to minimize glare on adjacent property.

**9-1-7 Screening**

This provision is not applicable since there will be no parking spaces in lots of 10 or more spaces.

**9-2 Location**

The required off-street parking facilities for residential lots will be located upon the same parcel of land they are intended to serve.

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

In accordance with subsection "a" of 9-3-1, at least one off-street parking space will be provided per dwelling unit. Each unit will be provided with a one or two-car garage with additional off-street parking located in the driveways.

**9-4-1 Off-Street Loading**

This provision is not applicable since the only use will be residential.

- 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 water and sewer.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines, will be installed underground.
- e. Specifications for the drives and parking areas serving the Property will be depicted on the construction plans and will conform to County criteria contained within St. Johns County Paving and Drainage Ordinance 86-4.

BESSENT, HAMMACK & RUCKMAN, INC.

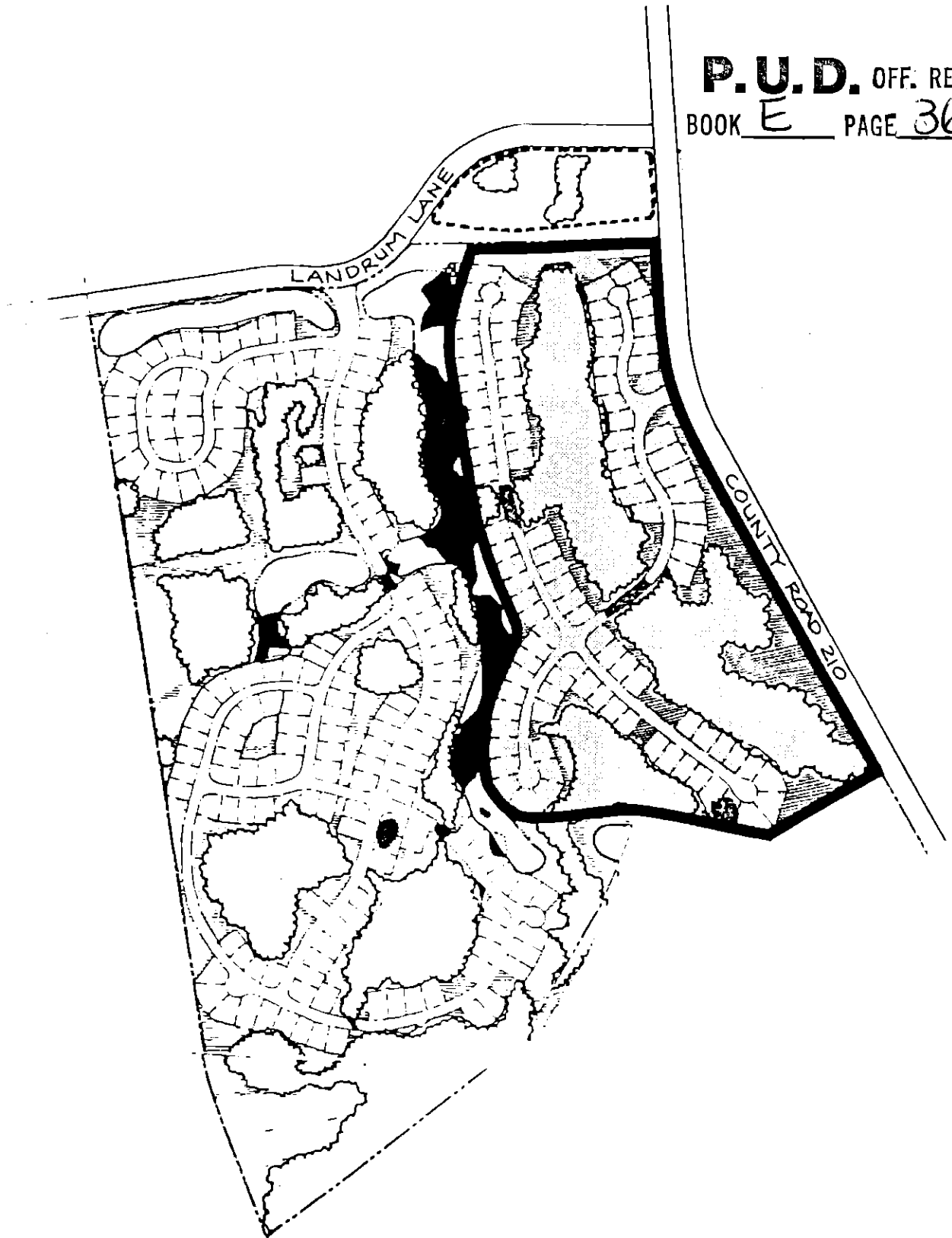
*Donald R. Amick*

Authorized Agent for "The Sanchez Grant PUD"



UNIT 1 OF  
SANCHEZ GRANT PUD

P.U.D. OFF. REC.  
BOOK E PAGE 368



P.U.D. OFF. REC.  
BOOK E PAGE 369

ARTICLE IV

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
SANCHEZ GRANT

EXHIBIT C

TO THE RESOLUTION

ATLANTIC BUILDERS, INC.

AND

W. R. HOWELL COMPANY

JULY 23, 1993

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SANCHEZ GRANTP. U. D. OFF. REC.  
BOOK D PAGE 67

THIS DECLARATION, made the \_\_\_\_\_ day of \_\_\_\_\_, 1992, by \_\_\_\_\_, a Florida general partnership, whose mailing address is \_\_\_\_\_, Florida 32207, hereinafter called "Developer".

W I T N E S S E T H :

P. U. D. OFF. REC.  
BOOK E PAGE 370

WHEREAS, Developer intends to develop a planned development community generally known as Sanchez Grant upon property more particularly described on Exhibit "A" attached hereto and being in St. Johns County, Florida (said property hereinafter referred to as "Property"); and

WHEREAS, Developer has subdivided all or a portion of the same into single family residential lots; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain Shared Facilities (hereinafter defined) and to this end, Developer has created or will create Sanchez Grant Community Association, Inc. (hereinafter "Community Association") whose membership may include the Owners of all or any part of Property or lands in the general geographical vicinity thereof; and

WHEREAS, Developer now desires to add the owners of the Property as members of the Community Association; and

WHEREAS, Developer also desires to subject the Property to certain covenants and restrictions as hereinafter described; and

WHEREAS, Developer desires to reserve the right to subject all or any portion of the adjoining property described on Exhibit "B" attached hereto, and any lands in the general geographical vicinity thereof (hereinafter collectively referred to as the "Additional Property"), to the covenants, conditions and restrictions contained herein by annexation of such additional property hereto in accordance with the terms hereinafter set forth.

NOW, THEREFORE, Developer declares that the Property and such other properties as are or may be subsequently encompassed by this Declaration as hereinafter set forth, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions contained herein (sometimes referred to as "covenants and restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the Property.

ARTICLE I. DEFINITIONS

Section 1. Annexation. "Annexation" shall mean and refer to the addition of all or any part of the Additional Property, at the option of Developer, to the development community created herein and the subjection of such Additional Property to the terms and conditions set forth in this Declaration or such other, further or different terms and conditions as Developer may elect. Annexation shall be accomplished by the recording by Developer of an amendment to this Declaration in the public records of St. Johns County, Florida, describing the property to be annexed along with a plat or legal description of such property.

Section 2. Assessment. The term "Assessment" as used herein shall mean and refer to the fractional share of the total Community Association expenses allocable to a particular Lot and its Owner.

status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Said assessment shall attach and become a lien against the Owner's Lot from and after the date of recording of a Claim of Lien in the public records of St. Johns County, Florida stating the amount of the unpaid assessment and interest thereon through the date of recording of said Claim of Lien. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property of the Owner.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid assessment was recorded prior to such first mortgage. Any party taking title to a Lot by virtue of the sale or transfer of such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not be responsible for payment of assessments which became due prior to such sale or transfer, unless the same were secured by Claim of Lien recorded prior to the mortgage. Any assessments which are waived by virtue of a person taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all members of the Association as an Association expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IV. COVENANTS AND RESTRICTIONS

Section 1. No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made, nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots be made, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Class C Member, or an Architectural Review Board ("ARB") appointed by the Class C Member or, after there is no Class C Member, by the Association's Board of Directors or its designated ARB. In the event said Class C member or the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Developer may resubdivide, or replat, the Property in any way it sees fit for any purpose whatsoever. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

Section 3. No home shall be constructed with less than 1250 square feet of heated/air conditioned living space.

Section 4. No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Board of Directors shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. No mobile homes, tents, outbuildings or shacks shall be placed on any Lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval and such outbuildings of not greater than 200 square feet in size as

are constructed in the same style and of the same color, material and exterior finish as the approved principal structure.

Section 6. No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 8. No clothes or laundry shall be hung or clothes lines erected in front yards of any Lots or in any portion of the Lot which is visible from the street.

Section 9. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or on any subdivided or replatted lot in such manner that the same constitutes a violation or violations of the covenants as set out hereinbefore in this Article IV, the Developer, or the ARB, if any, shall have the right any time to release such lot or subdivided lots or building plot, or portion thereof, from the provisions of the said covenant.

Section 10. Utility Easements. The Developer shall have the right to grant easements to utility companies, governmental bodies and others over all or any portion of the Property for the purpose of carrying out or facilitating construction, installation and maintenance of utility service facilities, drainage facilities and/or road rights of way. Such facilities or road right of ways may benefit land not contained within the Property. No purchaser of a Lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations.

Section 11. No Signs. No signs of any kind, excluding "For Sale" and "For Rent" signs, shall be exhibited in any way on the Property other than those placed or erected by the Developer.

Section 12. Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road; provided, however, that television antennae and/or amateur radio antennae may be located on roof tops in such a way as to be visible from the street.

Section 13. Boats and Motor Vehicles. No boats, recreation vehicles or other motor vehicles, except properly licensed and tagged four-wheel passenger automobiles shall be placed, parked or stored upon any Lot in locations visible from the street. No maintenance or repair may be performed on vehicles except within a garage totally obscured from view of neighboring Lots and the street.

Section 14. Garbage and Trash Containers. No Lot 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 and completely screened from view, except during pickup, if required to be placed at the curb.

Section 15. Mailboxes. Unless attached to the dwelling, no mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Class C Member, or the ARB, if any.

P. U. D. OFF. REC.  
BOOK E PAGE 372

Section 16. Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property and window or wall air conditioning units shall be prohibited.

Section 17. Window Coverings. Reflecting window covering treatments are expressly prohibited and only neutral, solid colored window coverings shall be permitted on any building on the Property. The Class C Member, or ARD, if any, in its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the Property.

Section 18. Fences. Fences shall be permitted only around the perimeter of the back and side yards extending no closer to the street than the rear of the house. Such fences shall be subject to the prior approval of the Class C Member, or ARD, if any.

Section 19. Setbacks. No home shall be erected nearer than twenty feet (20') to the front or ten feet (10') to the rear lot lines nor nearer than five feet (5') from side lot lines, except in the case of Garden Homes, which are homes erected on lots with a width no greater than sixty feet (60'), in which case the side setback shall be no less than eight feet (8') on one side and two feet (2') on the other.

Section 20. Height. No structure shall be erected on any Lot to a height greater than thirty-five feet (35').

Section 21. Buffers. Vegetative buffers of 25 feet shall be maintained between national drainage courses and developed areas in order to protect the water quality of the drainage discharged from the Property.

Section 22. Additional Use Restrictions. The Community Association or the Class C Member, if any, may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, as each may deem appropriate.

#### ARTICLE V. MISCELLANEOUS

Section 1. Assignment of Developer's Rights. The Developer shall have the sole and exclusive right at any time and from time to time, to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in these covenants and restrictions. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots.

Section 2. Amendments. The Developer reserves and shall have the right; without consent or joinder by Owners:

(a) to amend these covenants and restrictions in any manner whatsoever;

(b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

(c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions and easements applicable to the said land which do not lower the standards of the covenants and restrictions herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

CLERK OF THE CIRCUIT COURT  
PUBLIC RECORDS  
ST. JOHNS COUNTY, FLORIDA

P. U. D. OFF. REC.  
BOOK E PAGE 374

93 OCT -5 AM 11:46

I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

**RESOLUTION NO. 93-158**

adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held September 28, 1993.

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 5th day of October, 1993.

CARL "BUD" MARKEL,  
CLERK OF THE CIRCUIT COURT  
Ex-officio Clerk of the Board of County  
Commissioners of St. Johns County, Florida

By: Yvonne Carter  
Yvonne Carter, Deputy Clerk

