

RESOLUTION NUMBER 93-25

RESOLUTION OF THE BOARD OF COUNTY COMMISSION
OF ST. JOHNS COUNTY
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR
SEVEN MILE DRIVE PHASE II
LOCATED WITHIN THE PARCEL OF LAND ZONED
PUD PURSUANT TO ORDINANCE 75-15 AND
WITHIN THE CABALLOS DEL MAR DEVELOPMENT OF REGIONAL IMPACT

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/JMB Partners 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, 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 incorporated into and made a part of this final development plan, and all of which shall be complied with.

SECTION 2: All building code, zoning ordinance and other land use and development regulations of St. Johns County as may be amended from time to time (Land Development Regulations), shall be 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. 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.

Nothing in this section shall, however, be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in the Florida Statutes including Section 163.3167(8) of the Florida Statutes or that may be provided in any such future building code, zoning ordinance or other land use and development regulations unless the Board of County Commissioners demonstrates that compliance with the Land Development Regulations is essential to the public health, safety, or welfare; (b) supersede any concurrency exemption determination made by the

Concurrency Review Committee or the Board; or (c) constitute a waiver of the applicant's right to contest application of any such building code, zoning ordinance, other land use and development regulations as applied to this development under the Florida or United States Constitutions.

SECTION 3: No building permits will be issued until the Declaration of Covenants and Restrictions for Seven Mile Drive Phase II are recorded in the public records of St. Johns County.

PASSED AND ADOPTED this 9 day of February, 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Lucia Babaroga*

Attest: Carl "Bud" Markel
Clerk

By: *Irma Sweet*
Deputy Clerk

Adopted Regular Meeting:

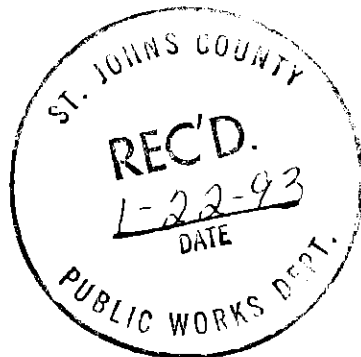
February 9, 1993

Effective: February 9, 1993

EXHIBIT B
FINAL DEVELOPMENT PLAN FOR
SEVEN MILE DRIVE
PHASE II
WITHIN THAT PORTION OF THE PUD 75-15 NAMED
PLAYERS CLUB AT SAWGRASS

Arvida/JMB Partners

September 30, 1992



Arvida/JMB Partners 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 a single family subdivision to be known as Seven Mile Drive Phase II (the "Property" or "Subdivision"). The Final Development Plan consists of a 3-page map identified as Exhibit A to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Section 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 south of the existing Seven Mile Drive Phase I and occupies Parcels 7, 8 and 9 as shown on the approved Players Club Master Plan. Under the approved Players Club Master Plan, Parcel 7 may be used for up to 46 single family units, Parcel 8 may be used for up to 90 patio home units and Parcel 9 may be used for up to 35 single family units. The three parcels together are approved for a total of 171 units. Seven Mile Drive Phase II will contain 78 single family lots on approximately 49.98 acres. As a result, Parcels 7, 8 and 9 contain 91 units of "excess density" which will be dropped from the project density. A request for a minor modification of PUD 75-15 to allow development of single family lots within Parcel 8 and to drop the unused density has been submitted simultaneously with this request for Final Development Plan approval.

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 occupied by residential buildings and structures in the Subdivision shall not exceed 35 percent of the total ground area committed to residential use.

8-4-2 Open Space

No open space is designated as such on the Map. Nevertheless, the lakes, recreation areas, and other open space planned for the Players 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 as depicted on the Map. The roads and the common landscape features within Seven Mile Drive Phase II will be maintained by a homeowner's association whose membership will include all lot owners within Seven Mile Drive Phase II.

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. There will be no more than 78 residences in the Subdivision. 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) in the Subdivision. Furthermore, the covenants will establish a minimum 30 foot front setback line and a minimum 10 foot side setback line for each building parcel, subject to the Developer's right to release Lots from minor violations as set forth in the covenants. The Architectural Review Board ("ARB") shall have the right to require a rear setback of up to 30 feet on any building parcel. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. 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.

Temporary construction trailers may be used within the Subdivision during the construction period (which shall be up to 18 months from the date of approval of this final development plan). Also, temporary model homes may be used. Parking will be allowed in the model home driveways only.

The maximum height of structures within the Subdivision shall be 35 feet.

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 lot sizes and architectural control of the Subdivision by the Subdivision and Players Club architectural review boards. 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:

9-1-1 Drainage

The drainage 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 off-street parking spaces other than private driveways and garages.

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 9-3-1, at least one off-street parking space will be provided per dwelling. Also, each unit will have a garage.

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 fire fighting 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 streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance Number 86-4, as amended with the exception that 18 inch wide "Miami" type curb and gutter is proposed in lieu of 24 inch wide curb and gutter.

ARVIDA/JMB PARTNERS

By: _____
Its Attorney

EXHIBIT C TO THE RESOLUTION

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of the Property. 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 ARB and PCAARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and PCAARB 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 ARB and PCAARB 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 of 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 Lots, 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 improvements 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 the recorded plats of the Subdivision unless the ARB and PCAARB give prior written consent.

EXHIBIT C TO THE RESOLUTION

Section 10.17 Setback. No dwelling shall be erected within thirty (30) feet of the front Lot line or within ten (10) feet of any side Lot line or side line of any building parcel or within any easement area shown on the plat of the Subdivision or reserved in Article XII of this Declaration. The ARB shall have the right to require a rear setback of up to thirty (30) feet on any Lot within the Subdivision. (Setbacks for Lots including a portion of a lake area shall be measured from the top of bank). All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

EXHIBIT C TO THE 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.

4.1.5 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a Roadway (as defined in Section 13.2 of this Declaration) across the Limited Common Area of his Lot after obtaining ARB approval of the location, design and composition of the driveway. These driveways are hereby designated for the exclusive use of the Owners of the Lots served, their guests, invitees and authorized delivery persons.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 7.4.

EXHIBIT C TO THE 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.

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