

RESOLUTION NO. 96-221

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
VILLAS AT WORLD GOLF VILLAGE  
WITHIN THE SAINT JOHNS INTERCHANGE PARCELS PUD  
LOCATED WITHIN THE PARCEL OF LAND  
ZONED PUD PURSUANT TO PUD ORDINANCE 91-36  
AS MODIFIED BY PUD ORDINANCE 94-55  
AND PLANNING AND ZONING RESOLUTIONS  
95-034, 96-009, AND 96-020**

**WHEREAS**, it is found that:

- a. The Final Development Plan for the Villas at World Golf Village, as submitted by Vistana WGV, Ltd., has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance;
- b. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on November 7, 1996;
- c. The request is consistent with the Comprehensive Plan, the PUD cited above ("PUD") and is compatible with development patterns in the surrounding area; and
- d. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance.

**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 to construct up to 440 residential units owned and operated as a resort condominium, as vacation ownership units, or as a combination of the two, including rental of the units on a transient rental basis, together with certain ancillary and accessory recreational, retail, commercial, food and beverage, and administrative office uses (collectively, the "Villas") made by the applicant 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 legal description attached hereto as Exhibit A, the Final Development Plan attached hereto as Exhibit B relating to that portion of the PUD, and which is known as the Villas at World Golf Village, is hereby approved in reliance upon, and in accordance with the representation and statements made in such application in the Final Development Plan Narrative

attached hereto as Exhibit C, and in sections of the Covenants and Restrictions (Article IV, Sections 4.4 and 4.5; Article V, Sections 5.1 and 5.2) attached hereto as Exhibit D, and based on the above-referenced findings which are hereby incorporated herein by reference.

**Section 2.** Except to the extent that they conflict with specific provisions of an approved Final Development Plan (FDP), the PUD Ordinance, or the Development of Regional Impact Development Order (DRI/DO), all building code, zoning ordinance, and other land use and development regulations of St. Johns County, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Resolution which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule or Resolution shall be enforced by the county under this resolution except as specifically provided for and described in this Resolution or the incorporated FDP narrative.

**Section 3.** Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Engineering Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained. As provided in the PUD, the Developer may be allowed to proceed with limited land clearing and site preparation for the following specific purposes:

1. Excavation required for the development of permitted drainage facilities;
2. Stripping and stockpiling of topsoil;
3. Placing of borrow material excavated from the permitted master drainage system;  
and
4. Minimum grading necessary to establish and maintain permitted hydrologic flows.

**Special Conditions:**

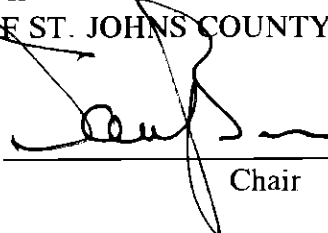
This activity shall be only allowed in those areas identified on this Final Development Plan as a building footprint, parking area, walkway, pool, gatehouse, lake or other drainage facility, road or utility easement or other similar development area. The actual site work shall commence following the receipt of an appropriate land clearing permit pursuant to Ordinance 90-11, and upon providing satisfactory evidence to the St. Johns County Public Works Department that all environmental permits, such as United States Army Corps of Engineers' Dredge and Fill Permit and St. Johns River Water Management District's Storage of Surface Water Permits, that are necessary for such land clearing and site preparation have been obtained, and upon receiving approval of sediment and erosion control plans.

**Section 4.** The right to complete the Villas without regard the level of service requirements of the DRI/DO, the roadway improvements required under specific condition FF and specific condition LL, and the affordable housing study required under specific condition II of the DRI/DO is assured because the Saint Johns developer has assigned to Vistana the development rights for a portion of the development approved under the incremental development order referenced in general condition H of the DRI/DO, and development rights for generation of traffic within the first 18,881 daily external trips and generation of project employees within the first 1,470 permanent, full-time equivalent employees under revised specific conditions FF and II, respectively. The inclusion of the aforementioned assignment of development rights in this final development plan assures vesting of this project for concurrency and DO conditions FF, LL, and II.

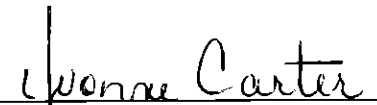
**Section 5.** All attachments included herein are incorporated herein and made a part of Resolution 96-221.

**ADOPTED** on 26th day of November, 1996.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By:   
Deputy Clerk

EFFECTIVE DATE: November 26, 1996

P. U. D. OFF. REC.  
BOOK 5 PAGE 719

EXHIBIT A  
LEGAL DESCRIPTION

RESIDENTIAL NORTH PARCEL

P. U. D. OFF. REC.  
BOOK J PAGE 720

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1187.94 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.18 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHERLY LINE OF A 100 FOOT WIDE HALL OF FAME, GOLF COURSE AND RESIDENTIAL ACCESS EASEMENT, SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 841.36 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°20'10" WEST AND A CHORD DISTANCE OF 224.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°39'09" WEST CONTINUING ALONG SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 645.24 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°17'54" WEST AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°14'56" WEST CONTINUING ALONG SAID EASEMENT LINE TO THE NORTHEAST CORNER THEREOF, A DISTANCE OF 54.69 FEET; THENCE NORTH 46°56'45" EAST LEAVING SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 252.77 FEET; THENCE NORTH 76°45'44" EAST, A DISTANCE OF 434.66 FEET; THENCE NORTH 87°59'43" EAST, A DISTANCE OF 413.33 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS 115.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°56'54" WEST AND A CHORD DISTANCE OF 96.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°54'51" EAST, A DISTANCE OF 71.77 FEET; THENCE SOUTH 19°13'00" EAST, A DISTANCE OF 151.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.81 ACRES MORE OR LESS.

RESIDENTIAL SOUTH PARCEL

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 450.00 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1608.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°02'46" WEST, A DISTANCE OF 581.57 FEET; THENCE NORTH 23°57'14" WEST, A DISTANCE OF 456.48 FEET; THENCE NORTH 09°31'37" EAST, A DISTANCE OF 317.03 FEET; THENCE NORTH 07°16'54" EAST, A DISTANCE OF 526.96 FEET TO A POINT IN THE SOUTHERLY LINE OF A 100 FOOT WIDE HALL OF FAME, GOLF COURSE AND RESIDENTIAL ACCESS EASEMENT; THENCE SOUTH 45°14'56" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 745.24 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 692.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°53'01" EAST AND A CHORD DISTANCE OF 668.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 09°02'15" EAST LEAVING SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 47.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 287.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°01'02" WEST AND A CHORD DISTANCE OF 129.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 82.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 111.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°47'08" WEST AND A CHORD DISTANCE OF 102.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 74°00'39" WEST, A DISTANCE OF 18.03 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 849.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 382.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°06'13" WEST AND A CHORD DISTANCE OF 378.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 80°13'04" EAST, A DISTANCE OF 79.00 FEET TO A POINT ON A CURVE, SAID

CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 770.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12'43'36" EAST AND A CHORD DISTANCE OF 79.15 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37'30'00" WEST AND A CHORD DISTANCE OF 23.83 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01'02'25" WEST AND A CHORD DISTANCE OF 109.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.33 ACRES MORE OR LESS.

P. U. D. OFF. REC.  
BOOK J PAGE 722

P. U. D. OFF. REC.  
BOOK J PAGE 723

EXHIBIT B

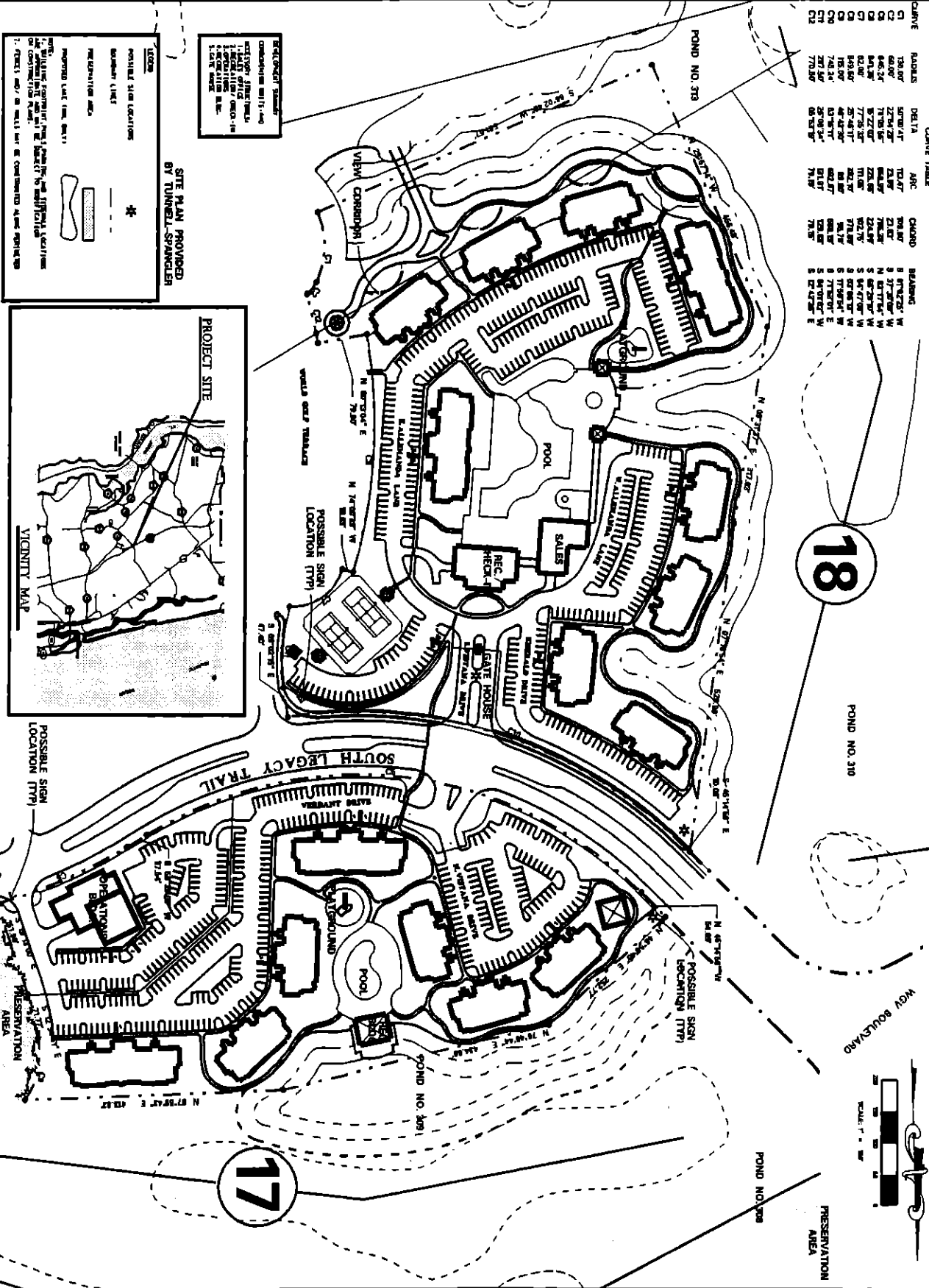
FINAL DEVELOPMENT PLAN MAP



9-OCT-1996 16:25  
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CURVE TABLE

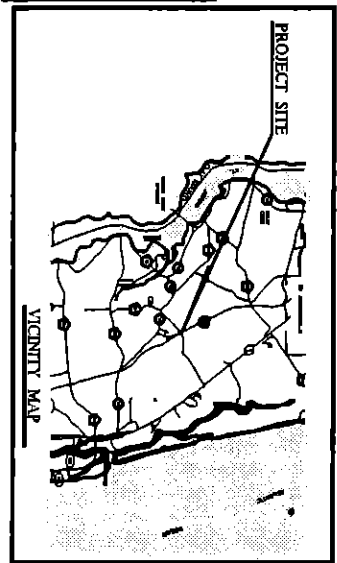
CURVE	RADIUS	ARC	CHORD	BEARING
01	138.00'	S 87° 54' 12" W	176.50'	S 77° 58' 12" W
02	23.00'	N 87° 54' 12" E	22.64'	N 87° 54' 12" E
03	446.34'	N 77° 58' 12" W	273.89'	N 87° 54' 12" W
04	64.34'	S 77° 58' 12" W	73.91'	S 77° 58' 12" W
05	62.00'	N 87° 54' 12" E	62.00'	N 87° 54' 12" E
06	42.00'	S 77° 58' 12" W	42.00'	S 77° 58' 12" W
07	42.00'	N 87° 54' 12" E	42.00'	N 87° 54' 12" E
08	118.00'	N 87° 54' 12" E	118.00'	N 87° 54' 12" E
09	12.00'	S 77° 58' 12" W	12.00'	S 77° 58' 12" W
10	768.34'	N 77° 58' 12" W	492.19'	N 87° 54' 12" W
11	287.34'	S 77° 58' 12" W	287.34'	S 77° 58' 12" W
12	770.00'	N 87° 54' 12" E	770.00'	N 87° 54' 12" E



**Reference Symbols**  
 - Contour interval 10'-0"  
 - Spot elevation  
 - Elevation of existing ground  
 - Elevation of proposed ground  
 - Elevation of structure  
 - Elevation of existing structure

SITE PLAN PROVIDED BY TUNNELL SPANGLER

**Legend**  
 - PROPOSED SIGN LOCATIONS  
 - NUMBER LIST  
 - PRESERVATION AREA  
 - PROPOSED CUL-DE-SAC (SEE PLAN)  
 - NOTES:  
 1. ALL BUILDING FOOTPRINTS, POOL DECKS AND TERRACE AREAS TO BE CONSTRUCTED WITH CONCRETE.  
 2. EXISTING AND PROPOSED SIGN LOCATIONS TO BE CONSIDERED AS PART OF THE SITE PLAN.



PROJECT NO. 9603003  
 DATE: JUNE 1996  
 DRAWING: Q  
 BESSENT, HAMMACK & RUCKMAN, INC.  
 CONSULTING AND DESIGN ENGINEERS  
 1200 CORPORATE SQUARE, SUITE 800  
 AUSTIN, TEXAS 78704  
 (512) 331-7393

THE VILLAS AT  
 WORLD GOLF VILLAGE  
 FOR  
 VISTANA WGV, LTD.

EXHIBIT 8 TO RESOLUTION  
 FINAL DEVELOPMENT PLAN

NO.	DATE	DESCRIPTION	BY
1	6-1-96	ISSUED FOR PERMITS	BT
2	6-1-96	FOR FINAL COMMENTS	BT
3	6-1-96	FOR FINAL COMMENTS	BT

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

VILLAS AT WORLD GOLF VILLAGE

WITHIN THE

SAINT JOHNS INTERCHANGE PARCELS PUD (91-36)  
AS MODIFIED BY PUD ORDINANCE 94-55

Submitted by:

VISTANA WGV, LTD..

JUNE 24, 1996  
REVISED AUGUST 5, 1996  
REVISED SEPTEMBER 9, 1996

Vistana WGV, Ltd. hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a Final Development Plan (the "Final Development Plan") for the Villas at World Golf Village. The Final Development Plan consists of a legal description identified as Exhibit A, a one page map identified as Exhibit B to the Resolution (the "Map"), this text identified as Exhibit C to the Resolution (the "Text"), and sections of the Declaration of Covenants and Restrictions for the Saint Johns Northwest Master Association identified as Exhibit D. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to PUD Ordinance 91-36 as modified by PUD Ordinance 94-55 and Planning and Zoning Resolutions 95-034, 96-009 and 96-020. The area encompassed by this Final Development Plan is part of the area identified as "World Golf Village Complex" on the PUD approved Master Plan (the "Master Plan") as Parcels 6 and 8 through 12. Development of this land is consistent with the Master Plan Map and all other requirements of the DRI/PUD. Buildings over 35 feet must be sprinkled in accordance with the Fire Safety Code.

Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Engineering Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained. As provided in the PUD, the Developer may be allowed to proceed with limited land clearing and site preparation for the following specific purposes:

1. Excavation required for the development of permitted drainage facilities;
2. Stripping and stockpiling of topsoil;
3. Placing of borrow material excavated from the permitted master drainage system;  
and
4. Minimum grading necessary to establish and maintain permitted hydrologic flows.

**Special Conditions:**

This activity shall be only allowed in those areas identified on this Final Development Plan as a building footprint, parking area, walkway, pool, gatehouse, lake or other drainage facility, road or utility easement or other similar development area. The actual site work shall commence following the receipt of an appropriate land clearing permit pursuant to Ordinance 90-11, and upon providing satisfactory evidence to the St. Johns County Public Works Department that all environmental permits, such as United States Army Corps of Engineers' Dredge and Fill Permit and St. Johns River Water Management District's Storage of Surface Water Permits, that are necessary for such land clearing and site preparation have been obtained, and upon receiving approval of erosion and sediment control plans.

Although not contemplated at this time, the developer may elect to sell parcels within the development. In such case, the successors or assigns would agree to abide by the relevant conditions imposed by this Final Development Plan.

8-4-1 Density of Development

The Final Development Plan Map depicts the general configuration and location of various buildings, driveways, parking areas, and amenities within the Villas at World Golf Village. The location and configuration of buildings and other facilities may be modified on the construction plans provided: 1) There is no increase in impacts versus the development approved in the FDP, and 2) the Engineering Department has approved the changes as conforming to the Paving and Drainage Ordinance and any other applicable County ordinances. Development on this ±23-acre site shall include up to 440 residential units owned and operated as a resort condominium, as vacation ownership units, or as a combination of the two, including rental of units on a transient rental basis, together with certain ancillary and accessory recreational, retail, commercial, food and beverage, and administrative office uses (collectively, the "Villas").

The above development may be constructed in increments subject to engineering approval of construction plans.

8-4-2 Open Space

Open space for the Saint Johns project is provided in the extensive preservation areas shown on the Master Plan for the PUD. There is no open space identified within the Villas at World Golf Village.

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

Except as otherwise provided for in the DRI and PUD, all development which is to occur within the Villas at World Golf Village will comply with the spirit and intent of the Zoning Ordinance. The building setbacks, as measured from the vertical walls of the buildings to the applicable property boundary shall be as follows: Front - 20 feet from right-of-way; rear - 10 feet from property line; side - 10 feet from property line. Accessory uses such as pumps, pools, decks, sidewalks, drives, etc., may be located within the setbacks identified above. A minimum of 10 feet shall be provided between the walls of adjacent buildings to meet fire code.

Temporary construction/sales trailers may be used within this development during the construction period. Construction trailers are to be removed no later than 30 days after the buildings or improvements are completed and approved by St. Johns County.

A unified family of signage, including project identity signs, monument signs and visitor directional signs, is planned for the World Golf Village. The maximum size of any single sign element within the unified family of signage will be eight (8) feet by four (4) feet when ground mounted. Individual sign elements not exceeding four (4) feet by four (4) feet will be mounted on poles (coordinated with the street lamps) and will not exceed 14 feet in height. There may also be entry signs at the two main entrances to this development that measure up to 16 feet in length and four (4) feet in height. Sign elements will be placed a minimum of four (4) feet from the outside edge of travel lanes. Signs may be landscaped and lighted. Traffic control signs will be shown on the construction plans. There may also be highway signs, not within the area depicted on this FDP Map, which direct patrons to the World Golf Village Complex. Locations of major signs will be determined at the time of permitting.

The height limitation within this Final Development Plan will be 65 feet.

Because the facilities within the World Golf Village are intended to function as a unified whole in meeting the needs of visitors to the World Golf Museum and World Golf Hall of Fame and the Villas, alcoholic beverages, including beer, wine, and liquor may be provided to guests staying at the Villas at World Golf Village as part of room service, at food service outlets, and beer and wine may be sold in sundry shops, notwithstanding the provisions of Section 7-16-13 of the St. Johns County Zoning Ordinance, so long as any such vendor otherwise complies with the requirements of Florida law regarding sale of alcoholic beverages.

8-4-4 Project Size

The Interchange PUD consists of ±1,947 acres. This Final Development Plan consists of ±23 acres.

8-4-5 Support Legal Documents for Open Space

There is no open space within the Villas at World Golf Village. The open space requirements for the Saint Johns project are satisfied within the preservation areas shown on the Master Development Plan for the PUD. The lake areas on the Villas site, however, will be subject to certain maintenance rights to be established under a document entitled Declaration of Covenants and Restrictions for Saint Johns - Northwest (the "Covenants") which has been recorded. Adequate management and maintenance will be assured by the following provisions in the Covenants:

- a. Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc. (Section 4.1)
- b. Appropriately limit the use of common property. (Section 4.2)
- c. Place responsibility for management and maintenance of common property. (Section 4.4)
- d. Place responsibility for enforcement of covenants. (Section 4.4)
- e. Permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Section 5.1)

The referenced sections of the Covenants are attached as Exhibit D.

There will also be common areas that will be maintained by an association of timeshare owners. Adequate management and maintenance will be assured by recording appropriate Covenants and Restrictions prior to the sale of any units.

8-4-6 Access

No new roads will be constructed under this FDP. The Villas which consist of two parcels separated by South Legacy Trail (previously called World Golf Drive South in the Unit One FDP for World

Golf Village), will have an entrance on either side of the road. A pedestrian crosswalk with stop signs may be located between the two entrances.

P. U. D. OFF. REC.  
BOOK J PAGE 729

8-4-7            Privacy

Each multi-family dwelling unit within the FDP, shall be provided visual and acoustical privacy. Fences, walks and landscaping shall be provided for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

8-4-8            Community Facilities

- a. All utility facilities proposed for dedication to St. Johns County must be acceptable by the County as to the size, shape, location, and shown by the applicant to be of benefit to the general public.
- b. Requirements for off-street parking and loading as set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- 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 shall be depicted on the signed and sealed construction plans. 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. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 96-40 and shall facilitate the proper drainage of storm waters and prevent 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 96-40, as amended.

9-1-1            Drainage

The Final Development Plan map depicts components of the permitted master stormwater system within and adjacent to the Villas at World Golf Village. A separate Final Development Plan has been filed for the master stormwater system.

9-1-2 Separation from Walkway and Street

Off-street parking and loading facilities shall be separated from walkways, sidewalks, streets, or alleys by a wall, fence, curbing, landscaping, earthen mounds, or other approved screening device.

9-1-3 Entrance 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

Minimum width of interior drives shall conform to the requirements in Ordinance 96-40.

9-1-5 Marking of Parking Spaces

Parking spaces shall be marked, by painted lines or curbs or other means to indicate individual spaces. Accessible parking spaces shall be designed and constructed in conformance with the Florida Accessibility Code. Signs or markers shall be used as necessary to ensure efficient traffic operation of the lots.

9-1-6 Lighting

Adequate lighting shall be provided if off-street parking or loading facilities are to be used at night. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 Screening

There are no off-street parking spaces for ten or more automobiles located closer than 40 feet to a lot zoned residential.

9-2 Location

The required off-street parking facilities will be provided within the areas identified on this Final Development Plan Map.

9-3-1 Off-Street Parking: Number Required

The World Golf Village, including the Villas, is intended to be a part of unique destination resort with usages that are closely integrated to complement one another, maximize accessibility by pedestrians, and minimize the need for vehicular traffic within the complex. For a destination resort like the Villas at World Golf Village, the normal parking requirements under Section 9-3-1 of the Zoning Ordinance are not appropriate. The Villas is a replication of a successful timeshare resort condominium in Orlando, known as Vistana. Parking experience for the Vistana development has demonstrated that 1.25 spaces per unit provides adequate parking. The parking needed to serve this project is as follows:

Parking Required:

440 Units at 1.25 Spaces/Unit	= 550 Spaces
190 Employees x 1 Space/2 Employees	= <u>95 Spaces</u>
TOTAL PARKING REQUIRED	645 Spaces

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The number of spaces provided exceeds the need.

In addition to the regular parking spaces, the Florida Accessibility Code requirements are as follows:

For Accessible Spaces:

2% x 550 Parking spaces	= 11 Spaces
Operations Building	= 4
Rec Check-In	= 2
Total	= 17 Spaces

The number of accessible spaces provided meets the requirement.

9-4-1 Off-Street Loading Requirements

The off-street loading requirements specified in 9-4-1 shall be met and locations shown on the construction plans.

APPLICANT'S REPRESENTATIVE

By: Donald R. Smith



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EXHIBIT D

COVENANTS AND RESTRICTIONS

(ARTICLE IV, SECTIONS 4.1, 4.2, AND 4.4;  
ARTICLE V, SECTION 5.1)

50) Rec - 201.00  
Sur - 25.50

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Recorded in Public Records St. Johns County, FL  
Clerk# 96025823 O.R. 1185 PG 595 02:25PM 07/24/96  
Recording \$201.00 Surcharge \$25.50

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SAINT JOHNS - NORTHWEST MASTER

THIS DOCUMENT PREPARED BY  
AND RETURN TO:

J+K  
→

Thomas M. Jenks, Esq.  
Pappas Metcalf & Jenks, P.A.  
200 West Forsyth Street  
Suite 1400  
Jacksonville, FL 32202-4327

shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 Withdrawal of Lands. With the consent and joinder of the Subassociations and Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Further, no portion of the Property owned by the County, as such term is hereafter defined, shall be so withdrawn without the County's written consent, and notwithstanding any provision of this Declaration to the contrary, this right of consent shall not be amended without the County's prior written authorization. Upon the Developer's request, the consent and joinder of each and every Subassociation and Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV  
COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association within one hundred twenty (120) days after the Developer shall no longer own any Lot, Building Site, or Golf Course Parcel within the Property, or at such earlier date as the Developer may determine in its sole discretion, and the Association shall accept such conveyance or assignment.

Section 4.2 Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") or Development of Regional Impact Development Order ("DRI") or any environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, Building Site, or Golf Course Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, Building Site, Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot, Building Site, or Golf Course Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, Building Site or Golf Course Parcel which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in

such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. (a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such

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maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the Association shall fail to maintain the Surface Water or Stormwater Management System located within the Property in accordance with the requirements and standards established by this Declaration, then either the St. Johns Southeast Master Association, Inc., a Florida non-profit corporation ("Southeast Master Association"), and the St. Johns Northeast Master Association, Inc., a Florida non-profit corporation ("Northeast Master Association"), shall each have the right to perform such maintenance on behalf of the Association, upon not less than fifteen (15) days prior written notice to the Association of the intent of either the Southeast Master Association or Northeast Master Association to perform such maintenance. Any and all costs and expense incurred by the Southeast Master Association or Northeast Master Association in performing maintenance on the Surface Water or Stormwater Management System located within the Property shall be immediately reimbursed by the Association to the party incurring such costs or expense.

Section 4.5 Easement for Maintenance Purposes. The Developer hereby grants to the Association, the Southeast Master Association, and the Northeast Master Association, and their respective successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, Building Site or Golf Course Parcel within the Property 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, and any special assessments established and collected 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 and continuing lien upon each Lot, Building Site, or Golf Course Parcel 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 Areas or by abandonment.

Section 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-109-0122 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

*Paul "Bud" Munkel*  
CLERK OF CIRCUIT COURT