

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
UNIT ONE OF 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**

WHEREAS, it is found that:

- a. The Final Development Plan for Unit One of World Golf Village , as submitted by St. Johns County and World Golf Village, Inc., 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 January 4, 1996;
- c. The request is consistent with the Comprehensive Plan, the PUD, and 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 the World Golf Museum and World Golf Hall of Fame, Golf Library, Hotel and Convention Center, Theater, Resort/Multiple Use, Multi-Family Residential and Office, and utility and site improvements 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 Unit One of World Golf Village is hereby approved in reliance upon, and in accordance with the representation and statements made therein; the Final Development Plan Narrative attached hereto as Exhibit C, and 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 the approved development plan, PUD Ordinance, or 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 Ordinance

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 ordinance except as specifically provided for and described in the Ordinance or the incorporated PUD narrative.

Provided, however, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida law or incorporated in the DRI/DO or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States Constitutions.

Section 3. No construction under this FDP may commence until 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. Specifically, land clearing may be commenced when a land clearing permit or waiver is obtained. Earthwork may be commenced when a St. Johns River Water Management MSSW Permit and County approval of the Clearing and Grading and Erosion Control Plan have been obtained.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution No. 96-33

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Donald Jordan*
Donald Jordan Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Irma Paetti*
Deputy Clerk

EFFECTIVE DATE: February 27, 1996

P. U. D. OFF. REC.
BOOK I PAGE 601

EXHIBIT A
LEGAL DESCRIPTION AND BOUNDARY MAP

93402.06
UNIT ONE - WORLD GOLF VILLAGE

P. U. D. OFF. REC.
BOOK I PAGE 602

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 THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE A CURVE CONCAVE WESTERLY, 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 114.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68° 31' 28" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.88 FEET TO A POINT ON A CURVE SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14° 33' 35" EAST AND A CHORD DISTANCE OF 38.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08° 58' 22" EAST, A DISTANCE OF 125.40 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04° 39' 12" EAST AND A CHORD OF DISTANCE 15.06 FEET TO THE POINT TANGENCY OF SAID CURVE; THENCE SOUTH 00° 20' 02" EAST, A DISTANCE OF 39.31 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06° 42' 03" EAST AND A CHORD DISTANCE OF 22.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13° 04' 04" EAST, A DISTANCE OF 49.03 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 84.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00° 56' 16" EAST AND A CHORD DISTANCE OF 84.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11° 11' 32" WEST, A DISTANCE OF 10.84 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET; THEN SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00° 10' 16" WEST, AND A CHORD DISTANCE OF 38.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10° 51' 02" EAST, A DISTANCE OF 142.70 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07° 37' 31" EAST, AND A CHORD DISTANCE OF 84.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1041.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 857.66 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 54° 38' 55" WEST AND CHORD DISTANCE OF 833.63 FEET TO THE END OF SAID CURVE; THENCE NORTH 50° 57' 13" WEST, A DISTANCE OF 406.57 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 673.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57° 15' 25" WEST AND A CHORD DISTANCE OF 651.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85° 24' 13" WEST AND A CHORD DISTANCE OF 23.82 FEET TO A POINT OF COMPOUND CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 226.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23° 57' 14" WEST AND A CHORD DISTANCE OF 199.17 FEET TO A POINT OF COMPOUND CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37° 30' 00" EAST, AND A CHORD DISTANCE OF 23.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12° 43' 36" WEST AND A CHORD DISTANCE OF 79.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 80° 13' 04" EAST, A DISTANCE OF 61.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 709.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 376.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05° 25' 18" EAST AND A CHORD DISTANCE OF 372.14 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC

OF SAID CURVE, AN ARC DISTANCE OF 21.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18° 52' 40" EAST AND A CHORD DISTANCE OF 21.26 FEET TO A POINT OF COMPOUND CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29° 09' 32" WEST AND A CHORD DISTANCE OF 21.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75° 26' 52" WEST, A DISTANCE OF 37.93 FEET; THENCE SOUTH 47° 51' 25" WEST, A DISTANCE OF 15.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 287.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04° 16' 56" EAST, AND A CHORD DISTANCE OF 127.51 FEET TO THE END OF SAID CURVE; THENCE NORTH 52° 35' 39" WEST, A DISTANCE OF 71.43 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 745.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE; AN ARC DISTANCE OF 643.45 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 69° 59' 01" WEST AND A CHORD DISTANCE OF 623.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45° 14' 56" WEST, A DISTANCE OF 222.60 FEET; THENCE NORTH 44° 45' 04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45° 14' 56" EAST, A DISTANCE OF 220.60 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 645.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83° 17' 54" EAST, AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58° 39' 09" EAST, A DISTANCE OF 37.54 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 841.36 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66° 20' 10" EAST AND A CHORD DISTANCE OF 224.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 19° 13' 00" WEST, A DISTANCE OF 26.92 FEET TO A POINT ON A CURVE SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 827.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 357.32 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 84° 07' 14" EAST . AND A CHORD DISTANCE OF 354.55 FEET TO THE END OF SAID CURVE; THENCE NORTH 06° 55' 28" EAST, A DISTANCE OF 70.53 FEET; THENCE NORTH 53° 41' 07" EAST, A DISTANCE OF 38.95 FEET; THENCE NORTH 83° 22' 19" EAST, A DISTANCE OF 118.04 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 103.09 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74° 03' 20" EAST AND A CHORD DISTANCE OF 79.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51° 28' 59" EAST, A DISTANCE OF 74.49 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00

FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43° 10' 05" EAST, AND A CHORD DISTANCE OF 43.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34° 51' 12" EAST, A DISTANCE OF 85.61 FEET; THENCE NORTH 57° 24' 10" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 17.99 FEET; THENCE SOUTH 27° 32' 59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE 743.04 FEET TO THE POINT OF BEGINNING, CONTAINING 54.85 ACRES MORE OR LESS.

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BOOK I PAGE 605

BC:ah/AHM06.197A

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BOOK I PAGE 606

EXHIBIT B
FINAL DEVELOPMENT PLAN MAP



(17 FEET)
1 inch = 200 ft.

Prepared by
World Golf Village, Inc.
27 TPC Boulevard
Pine Valley, North Carolina 27027

Project Golf Course Architects
PVA ENGINEERING Services, Inc.
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Project Landscape Architects
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Project Engineers
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2000 Peachtree Street, N.E.
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(404) 725-2500

Project Architects
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11111 North Central Expressway
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Dallas, Texas 75243
(972) 412-0201

Surveyor
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1000 North Central Expressway
Suite 100
Dallas, Texas 75243
(972) 412-0201

DATE: September 21, 1993
DESIGNED BY: B. P. H. / J. M. H.
DRAWN BY: M. H. H.
CHECKED BY: P. H. H.

EXHIBIT B-1 OF
RESOLUTION

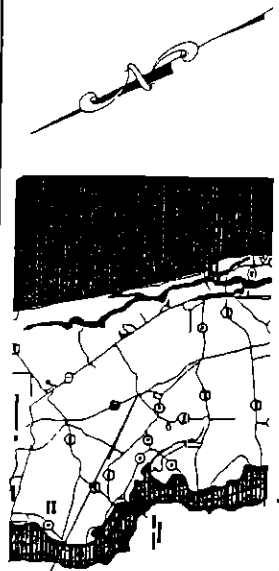
FINAL
DEVELOPMENT
PLAN

UNIT ONE
OF
WORLD GOLF VILLAGE
SANTA FE SPRING INTERCHANGE
PROJECTS, FLD

Prepared by
BHR
BENTLEY SYSTEMS & ASSOCIATES, INC.
11111 NORTH CENTRAL EXPRESSWAY
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SHEET 1 OF 1
BHR PROJECT NO. 84285

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BOOK I PAGE 607



VICINITY MAP

INTERSTATE 95

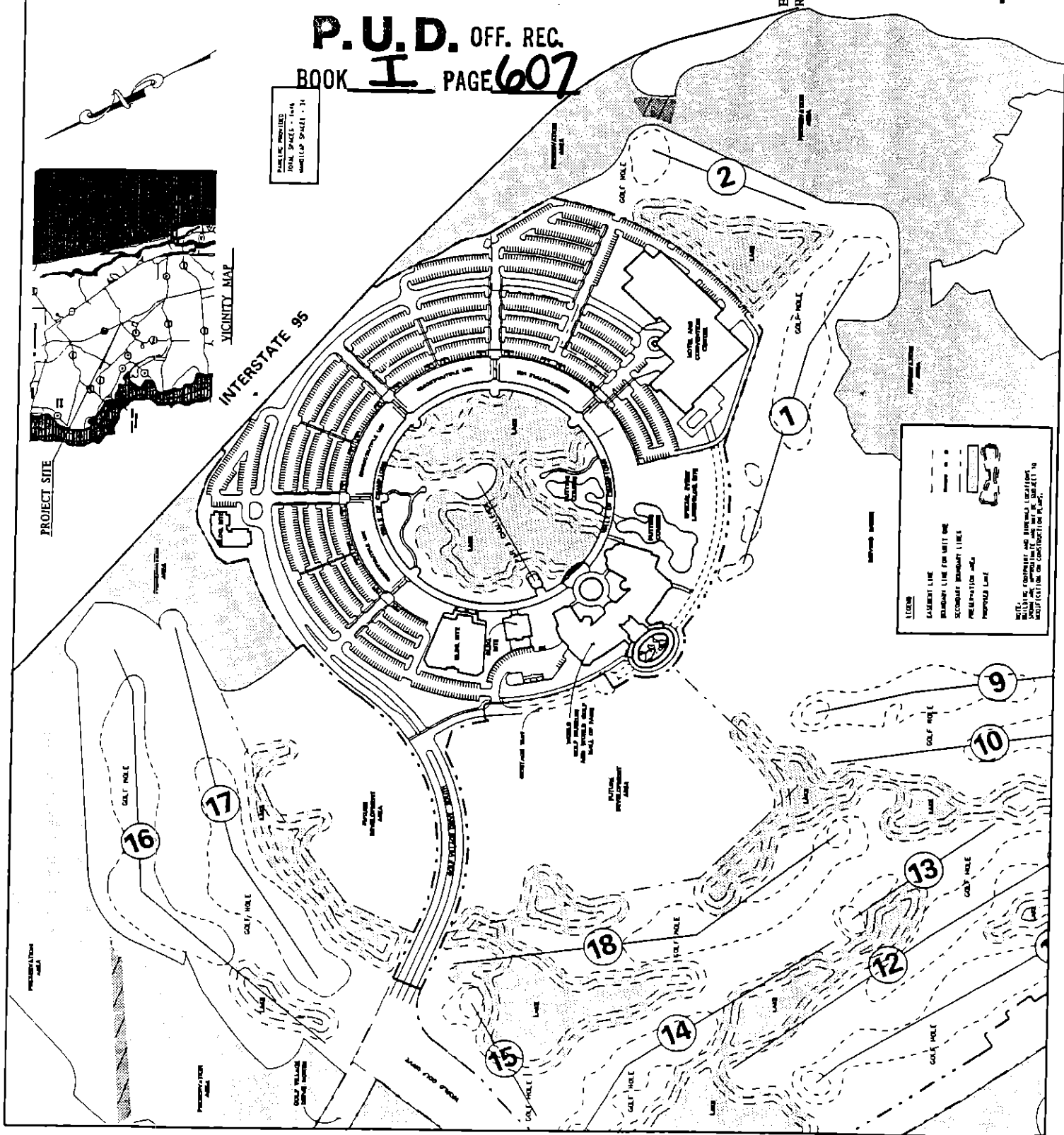
PROJECT SITE

PUBLIC UTILITIES
TOTAL SPACES - 1414
SHEET (1 OF 3) SHEET 1 - 14

LEGEND

- SUBMITTAL LINE FOR UNIT ONE
- SECONDARY SUBMITTAL LINE
- PRESERVATION AREA
- PROPOSED LINE

NOTE: ALL CONTOUR AND ELEVATION LOCATIONS SHALL BE CORRECTED AND REVISIONS LOCATIONS SHALL BE INDICATED BY A DASHED LINE SUBJECT TO ANY CITY OR COUNTY ORDINANCES.



P.U.D. OFF. REC.
BOOK I PAGE 608

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

UNIT ONE OF WORLD GOLF VILLAGE

WITHIN THE

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

Submitted by:

ST. JOHNS COUNTY
and
WORLD GOLF VILLAGE, INC.

OCTOBER 6, 1995
REVISED NOVEMBER 30, 1995

St. Johns County and World Golf Village, Inc. hereby submit, 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 Unit One of 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 Covenants and Restrictions 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. 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 as Parcels 5 through 12. Development of this land is consistent with the Master Plan Map and all other requirements of the DRI/PUD.

No construction under this FDP may commence until 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. Specifically, land clearing may be commenced when a land clearing permit or waiver is obtained. Earthwork may be commenced when a St. Johns River Water Management MSSW Permit and County approval of the Clearing and Grading and Erosion Control Plan have been obtained.

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 Unit One of World Golf Village. The uses allowable within this Final Development Plan are:

- a. Up to 75,000 square feet of museum space and public exhibits (Hall of Fame). The majority of this space will be located in the building labelled "World Golf Hall of Fame", but public exhibits may also be located within the office building that will house the PGA Tour Production offices.
- b. A hotel with up to 400 rooms and 80,000 square feet of conference space. The hotel will also include the normal compliment of ancillary uses such as restaurants, health club facilities, bars, pools, etc.
- c. Up to 100,000 square feet of office space. It is anticipated that most of this space will be located within the buildings labelled "Building Site" on the Final Development Plan Map, but so long as the maximum square footage is not exceeded, may also be located within the area labelled "Special Event Lawn/Building Site". The Special Event Lawn may be used for temporary parking, exhibits, displays, etc. in conjunction with special events.
- d. Up to 80,000 square feet of space and up to 90 multi-family residential units may be located with the areas labelled "Resort/Multiple Use" on the Final Development Plan Map. The residential units will be integrated into buildings designed to house a diverse variety of uses including retail shops, restaurants, pubs, bars, visitors'

services such as travel agents, speciality golf merchandising, club repair, club engraving, custom club sizing and assembly facilities, brokerage offices, and other uses.

- e. IMAX or IWERKS Theater with up to 350 seats and projection room. The theater will be located within the building labelled "World Golf Museum and World Golf Hall of Fame".
- f. The building labelled "World Golf Museum and World Golf Hall of Fame" may also include administration offices, restaurant(s) with indoor/outdoor seating, and other ancillary uses.
- g. A golf library may be located within any of the buildings identified on the Final Development Plan Map or in a separate building to be constructed within one of the areas labelled "Building Site".
- h. A total of 1,646 paved parking spaces, including 34 handicap spaces, will be constructed within the parking areas identified on the Final Development Plan Map. In addition, special event parking may be allowed within areas identified on the Final Development Plan Map for development or possible future development prior to development of those areas for their ultimate use. Additional permanent parking spaces may be located within these areas as an alternative to, or in connection with, their ultimate development, subject to County Engineering approval of construction plans without requiring modification to this FDP.
- i. A day care facility may be located within any of the buildings identified on the Final Development Plan Map provided that all applicable federal, state, and local requirements regarding the siting of day care facilities are either met or waived by the appropriate authority.

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 World Golf Village.

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

All development which is to occur within the World Golf Village will comply with the spirit and intent of the Zoning Ordinance. Since this is a commercial development, no minimum setbacks shall be established. A minimum of 10 feet shall be provided between the walls of adjacent buildings to meet fire code; however, common walls or a separation less than 10 feet may be permissible subject to meeting the requirements of the National Fire Safety Code and Standard Building 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. 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 limitations within the Final Development Plan will be as follows:

- (i) Observation Tower - 200 feet;
- (ii) Hotel - 120 feet;
- (iii) World Golf Museum and World Golf Hall of Fame Building - 100 feet;
- (iv) Resort/Multiple Use - 50 feet; and
- (v) Office - 140 feet

The Observation Tower will contain an elevator and viewing area. Construction of the Observation Tower and all other facilities will comply with all applicable fire, safety and standard building codes.

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 resort hotel, alcoholic beverages, including beer, wine, and liquor may be served at any restaurant or cocktail lounge located within the World Golf Village Complex or within the resort hotel and may be provided to hotel guests staying within the World Golf Village as part of room service provided by the hotel 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 ±58 acres.

8-4-5 Support Legal Documents for Open Space

There is no open space within Unit One of 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 within the World Golf Village, 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"). This document will be recorded prior

to conveyance to third parties. Adequate management and maintenance will be assured by the following provisions in the Covenants:

- a. Section 4.4 of the Covenants which requires the association to maintain common areas in compliance with the applicable permits and Section 4.5 of the Covenants which provides an easement to the Association to allow it to fulfill its maintenance obligations.
- b. Sections 5.1 and 5.2 of the Covenants which create a lien for assessments and specifies the purposes for which assessments may be used.

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

8-4-6 Access

The access road will be a four-lane divided road within a 100-foot right-of-way, which transitions to a two-lane undivided road as shown on the FDP Map.

8-4-7 Privacy

Each multi-family dwelling unit within the PUD, 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 86-4 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 86-4, as amended.

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9-1-1 Drainage

The Final Development Plan map depicts components of the permitted master stormwater system within and adjacent to the 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 Section 9-1-4.

9-1-5 Marking of Parking Spaces

Parking spaces shall be marked, by painted lines or curbs or other means to indicate individual spaces. Parking spaces will be 9 feet by 18 feet. Adjacent, opposing rows of parking will be separated by a median which would allow for an additional 2 feet of vehicle overhang, if required. 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. Unbroken rows of parking may exceed 100 feet so long as the 5 percent interior landscape requirement is exceeded.

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 single family lots within this Final Development Plan. The multi-family residential units included in this Final Development Plan will be located above the retail uses.

9-2 Location

The required off-street parking facilities will be provided within the areas identified on this Final Development Plan Map. Cross access easements will allow shared parking throughout the World Golf Village.

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

The World Golf Village is intended to be a unique destination resort with usages that are closely integrated to compliment one another, maximize accessibility by pedestrians, and minimize the need for vehicular traffic within the complex. The normal parking requirements under Section 9-3-1 of the Zoning Ordinance are not appropriate because those requirements do not contemplate a compatible grouping of uses within a destination resort.

Most, if not all, of the hotel guests will visit the World golf Museum and World Golf Hall of Fame and are likely to visit one or more of the restaurants, bars or shops located in the Resort/Multiple Use area. Some of these people will arrive by public transportation. Others who bring their private vehicle will park only once and then walk from use to use within the complex. Similarly, day visitors will likely visit more than one use. As a result, the developer requests that the parking requirements in Section 9-3-1 be waived within this Final Development Plan.

As indicated in Section 8-4-1, a total of 1,646 parking spaces (including 34 handicap spaces) will be constructed within the parking areas identified on the Final Development Plan Map. The parking spaces will be subject to a recorded reciprocal use agreement that will provide for an efficient sharing of spaces among the uses identified under Section 8-4-1 and may include provisions for exclusive or priority use rights. Additional parking may be constructed subject to approval of the construction plans by St. Johns County.

The Florida Accessibility Code requirements are met as follows for 1,646 total spaces including 34 handicap spaces.

<u>For 1,612 Spaces:</u>	<u>Number of Accessible Spaces</u>
First 1,000 Parking Spaces	20
612 at 1 per 100	<u>7</u>
TOTAL ACCESSIBLE SPACES	27

The number of accessible spaces provided (34) exceeds the code requirement of 27 spaces.

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 4.4 AND 4.5;
ARTICLE V, SECTIONS 5.1 AND 5.2)

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 the paving, street lighting fixtures and appurtenances, landscaping, improvements and other structures (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 Regulation, 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 Regulation, 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 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.

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 or the Bylaws. 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.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 5.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots, Building Sites, and Golf Course Parcels shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Fifty and No/100 Dollars (\$50.00) per Assessment Equivalent. From and after December 31, 1994, such amount may be decreased, or increased by an amount not to exceed seven percent (7%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the seven percent (7%) limitation set forth in this Section 5.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners of the Lots, Building Sites, and golf Course Parcels as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) The Owners of Building Sites upon which Commercial Improvements are located shall pay annual and special assessments based upon nine (9) Assessment Equivalents per acre for each

STATE OF FLORIDA

COUNTY OF ST. JOHNS

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Carl "Bud" Markel
CLERK OF CIRCUIT COURT

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. 96-33

**Adopted by the Board of County Commissioners of St. Johns
County, Florida, at a regular meeting of said Board held
February 27, 1996**

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 **29th** day of **February, 1996**.

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

By: *Irma Pacetti*
Irma Pacetti, Deputy Clerk

(seal)