

RESOLUTION NO. 97-36

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR UNIT 28B
ZONED PUD PURSUANT TO ORDINANCE 75-15**

WHEREAS, the Final Development Plan for Unit 28B has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 2-20-97; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- C. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 75-15.

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

Section 1. Pursuant to a request for approval of a Final Development Plan for Unit 28 B made by Prosser, Hallock and Kristoff, Inc. on behalf of Fletcher Realty III, in accordance with Section 8-3 of St. Johns County Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A, dated January 10, 1997, relating to that portion of the PUD, and which is known as Unit 28B is hereby approved in reliance therein, and on the findings of fact above which are incorporated herein by reference, and are approved based on the representation and statements made therein and in the Final Development Plan Text dated February 11, 1997, attached hereto as Exhibit B. Also attached hereto is Exhibit C, the Covenants and Restrictions of Marsh Landing Homeowner's Association.

Section 2. Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, 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 is specifically provided for and described in the Ordinance or the incorporated PUD narrative.

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

- a. Submission to the Public Works Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers Dredge Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District and Management Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Public Works Department in compliance with Ordinance 96-40; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. No lots shall be conveyed within the subdivision depicted on the Final Development Plan attached as Exhibit A until a final plat has been approved by the Board of County Commissioners of St. John County and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for Unit 28B is recorded in the Public Records of St. Johns County, Florida.

Section 5. All attachments included herein are incorporated herein and made a part of Resolution 97-36

PASSED AND ADOPTED this 11 day of March, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Chair

ATTEST, CHERYL STRICKLAND, CLERK

By: 

Deputy Clerk

**FINAL DEVELOPMENT PLAN
MARSH LANDING AT SAWGRASS
PUD ORDINANCE 75-15**

**MARSH LANDING UNIT 28B
EXHIBIT B
TO THE RESOLUTION
February 11, 1997**

Applicant: Fletcher Realty III

Agent: Prosser, Hallock & Kristoff, Inc.

On behalf of Fletcher Realty III, Prosser, Hallock & Kristoff, Inc. hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a single-family residential community to be known as the Marsh Landing Unit 28B. The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map") and this text identified as Exhibit B to the Resolution (the "Text"). Exhibit C contains specific sections of the covenants and restrictions which are referenced in Exhibit B. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15. The area encompassed by this Final Development Plan is located adjacent to Unit 28. The portion of Unit 28B (.72 acres) which is contained in the Marsh Landing at Sawgrass PUD is designated for single family on the approved Master Plan. The remaining area of Unit 28B (1.3 acres) is located in Duval County. Marsh Landing Unit 28B will contain a total of 4 single-family lots on approximately .72 acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Public Works Department satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to: (a) United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Water Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits; (b) Obtain a land clearing permit pursuant to St. Johns County Ordinance No. 90-11; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Public Works Department in compliance with Ordinance 96-40; and (d) Comply with all other applicable land use and development regulations of St. Johns County. Once the foregoing conditions to construction have been met, the developer may proceed to construction of horizontal improvements prior to approval and recording of a final plat.

No lot within the property shall be conveyed until a final plat has been approved by the Board of County Commissioners of St. Johns County, Florida and recorded in the Public Records of St. Johns County, and the Declaration of Covenants and Restrictions for Marsh Landing Unit 28B have been recorded in the Public Records of St. Johns County.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its power to review and approve plats and replats under Section 177.01 of the Florida Statutes).

ADDITIONAL INFORMATION:

- A. The area contained in Unit 28B was identified in the Marsh Landing Unit 28 FDP as future residential development. As stated in the approved Unit 28 FDP, "a separate final development plan will be submitted for this area at a later date". This FDP submitted for Unit 28B is the FDP which is referenced in the preceding quote. Unit 28B will be accessed through Unit 28.

In accordance with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by Prosser, Hallock & Kristoff, Inc. and the following text regarding compliance with Section 8-4, are submitted for your consideration.

8-4-1 Density of Development

The total ground area occupied by residential buildings and structures on the Property shall not exceed 35 percent of the total ground area committed to residential use. There will be 5.56 residential units per acre.

8-4-2 Open Space

There is no open space in this Final Development Plan.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 4 residences on the Property. Specific setback lines are as follows: A 20-foot front yard setback line; a 20-foot rear yard setback line; and a 5-foot side yard setback with two (2) sides totalling a minimum of 15 feet. Each setback line is measured to the wall of the building. A residence may be located wholly within a single platted lot or a combination of portions of platted lots. Approval by the ARB is required before issuance of a building construction permit by St. Johns County for all new construction, additions and remodeling.

The maximum height of the structures within the Subdivision shall be no more than 48 feet. No building shall exceed a maximum building height of 48 feet above the lowest point of the finished grade at the perimeter of the main structure. A condition requires conformity to the NFPA (National Fire Protection Agency) 13D Design criteria which requires an automatic sprinkler system throughout the house.

8-4-4 Project Size

The Marsh Landing PUD consist of approximately 1,700 acres. Marsh Landing Unit 28B consists of approximately .72 acres.

8-4-5 Support Legal Documents for Open Space

The Covenants and Restrictions of Marsh Landing Homeowner's Association, Inc., which apply to the road right-of-ways, street lighting, security system and lakes, assure adequate management and maintenance of the common property. Specific sections of the Covenants and Restrictions are referenced herein and are part of the Final Development Plan. These sections are attached as Exhibit C.

- a. The Covenants and Restrictions provide for the conveyance of title to the common property to, and ownership by the Homeowner's Association, a duly constituted and legally responsible community association. **(Article II, Paragraph 2.5)**
- b. The Covenants and Restrictions appropriately limit the use of the common property. **(Article II, Paragraph 2.2)**
- c. The Covenants and Restrictions assign responsibility for management and maintenance of the common property to the Homeowner's Association. **(Article II, Paragraph 2.1 and 3.3)**
- d. The Covenants and Restrictions place responsibility for enforcement of the covenants contained therein upon the Homeowner's Association. **(Article II, Paragraph 2.1 and 3.3)**
- e. The Covenants and Restrictions permit the subjection of each lot to assessment for its proportionate share of maintenance costs. **(Article II, Paragraph 2.1)**

8-4-6 Access

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the Property via proposed Marsh Landing Unit 28. Private right-of-ways will be owned by the Homeowner's Association.

8-4-7 Privacy

Under Sections of the Covenants and Restrictions, each dwelling unit will be provided visual and acoustical privacy. Landscaping shall be required, as stated in the Covenants and Restrictions, for the protection and aesthetic enhancement of the property.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically below:

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 96-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Public Works Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 96-40 and shall be depicted on the final plat.

9-1-2 Separation from Walkway and Street

Each unit will have an individual garage and driveway which will provide the required off-street parking. No combined off-street parking and 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 the County Specifications.

9-1-4 Interior Drives

As shown on the Final Development Plan, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, there will be no parking spaces in lots of more than ten.

9-1-6 Lighting

Street 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 the center.

9-1-7 Screening

Section 9-1-7 is inapplicable, since there will be no parking spaces for ten or more vehicles in any one location on the Property; however, landscaping will be required.

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, or one (1) single-family per lot, or one (1) single-family per a combination of portions of platted lots. Therefore, in accordance with subsection "a." of Section 9-3, at least one off-street parking space will be provided per dwelling on the same parcel in which it intends to serve. This space, located within the driveway for the residence, is in addition to the two (2) parking spaces allowed for in the two-car garage. A garage is required.

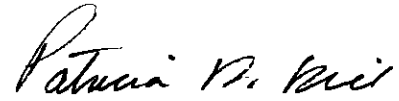
9-4-1 Off-Street Loading Requirement

Section 9-4-1 is inapplicable since there are no non-residential uses.

- 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.

- f. The water and wastewater system shall be constructed to St. Johns Service Company standards and will be dedicated to St. Johns Service Company for ownership and maintenance.

PROSSER, HALLOCK & KRISTOFF, INC.



Patricia D. Dill

EXHIBIT C

O.R. '86 PG 0702

purposes of this Declaration, even those portions of a platted Lot which are not capable of private use by the Lot Owner, such as the portions of a Lot which are subject to Easements for the Lake, Utility Easements and Drainage Easements. In the event that an Owner owns a portion of Lots as depicted on the Plat and constructs a single Dwelling Unit thereon, the entire parcel of Land shall be deemed a "Lot".

1.16 "Master Association" means and refers to the Marsh Landing at Sawgrass Master Association, Inc., a Florida not-for-profit corporation, and its successors and assigns which is the entity operating and enforcing the Master Declaration which governs the operation and maintenance of all of Marsh Landing.

1.17 "Master Declaration" means and refers to the Declaration of Community Covenants for Marsh Landing at Sawgrass as recorded in Official Records Book 524, page 49 of the public records of St. Johns County, Florida as such declaration has been amended and supplemented from time to time. The Master Declaration sets forth certain additional obligations of Owners of Lots as members of the Master Association.

1.18 "Owner" means and refers to each person or entity who is a record owner of a Lot. It will not, however, include purchasers under contract or mortgagees.

1.19 "Plat" means and refers to the Plat of "Marsh Landing at Sawgrass, Unit 21 according to plat thereof recorded in Map Book 25, pages 20 - 22 and Marsh Landing at Sawgrass Unit 22, according to plat thereof recorded in Map Book 25, pages 23 - 27 of the public records of St. Johns County, Florida, and such other plats of the Property which may be recorded from time to time.

1.20 "Permits" means and refers to the permits, easements and other approvals secured by various governmental agencies and regulatory bodies which govern the development of the Property, including without limitation, the permits issued by the Florida Department of Environmental Regulation, St. Johns River Water Management District and Army Corps of Engineers.

1.21 "Property" means and refers to all of the real property described in and subject to the Plat and subject to the terms and conditions of this Declaration.

1.22 "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events; incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C, 40 or 40C-42, Florida Administrative Code.

1.23 "Utility Easements" mean and refer to Easements within which sewers, storm sewers, water mains, gas mains, electric cables, telephone cables, television cables and other utilities may be constructed, maintained and used. The Utility Easements may be described in or graphically depicted on the Plat or described in this Declaration or granted or reserved in a separate instrument.

II. PROPERTY RIGHTS CREATED

*
The Developer, for itself and all others claiming by, through and under it, or any of them, hereby grants, bargains, sells and conveys to the Association, the Developer, Institutional Mortgagees and all claiming by, through and under them, or any of them, the following perpetual rights, titles,

easements and interests appurtenant in, to and under the real property included in the Property, upon and subject to the terms, conditions and limitations set forth in this Declaration, the Master Declaration, the Articles and the Bylaws:

* 2.1 Rights of the Association. To the Association and those claiming by, through and under it, the following rights, titles, easements and interests: (a) As to each Lot, the right to require that Owner or Owners be members of the Association; (b) As to each Lot, the right to make Assessments (as hereinafter defined) against the Lot to provide funds for the Association, together with a lien, encumbrance or security interest in and to the Lot, to secure payment of Assessments against the Lot, interest thereon and the costs of collection as provided in the Articles and this Declaration; (c) The right and the obligation to maintain the Common Property and make, maintain, repair, replace and use improvements within the Common Property which are not of a private nature; (d) The right to enforce by any lawful means the terms, provisions and restrictions of this Declaration, the Articles and Bylaws; and, (e) The ownership of the Common Property, subject to all other reservations and provisions of this Declaration.

* 2.2 Owner's Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted or reserved in the Common Property, every Owner, their successors, assigns and Institutional Mortgagees and their families and every guest, tenant, and invitee of every Owner are hereby granted a right and easement of ingress and egress and use in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any Assessment against his Lot or Dwelling Unit remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the Common Roads so as to prohibit ingress and egress to his Lot or Dwelling Unit or to deny utility service.

(b) The right of the Board, without further consent from Owners or their Institutional Mortgagees, to dedicate, transfer or grant an easement or fee simple ownership or place restrictive covenant or easement over all or any part of the Common Property for the benefit of any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property or for the purpose of complying with the Permits and the right of the Board to acquire, extend, terminate or abandon such easement or restrictive covenant.

(c) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (b) for such purposes and subject to such conditions as may be approved by a two-thirds vote of the Board.

(d) The right of the Board to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(e) The right of the Developer or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

(f) The right of the Association to mortgage any or all of the Common Property for the purposes of improvement or

repair of the Common Property, subject to the approval of two-thirds (2/3) of the Board.

2.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, guests and invitees or contract purchasers who occupy the Dwelling Unit within the Property.

2.4 Owners' Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Developer to the Association free and clear of all monetary liens, except taxes, matters of record prior to the conveyance and except Developer's reserved easement for itself, its successors, assigns and mortgagees for ingress and egress and Developer's reserved right, for itself, its successors, assigns and mortgagees, but not obligation, to install all utilities, street lighting, and signage, including without limitation, cable television, in the Common Road right of way. Each Owner of a Lot, Dwelling Unit, or any parcel of Property, his successors and assigns, domestic help, guests, invitees, delivery, garbage pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as the Developer and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Developer and the Association shall have the unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of the Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Developer or the Association shall not deny an Owner or Institutional Mortgagee the right of ingress and egress or right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. The Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; and (b) the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads. The Developer and the Association shall have the right, but no obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of Developer or the Association would or might result in damage to the Common Roads or create a nuisance for the Owners, (c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial which is placed or located on the Property, if the location of the same will, in the opinion of the Developer or the Association, obstruct the vision of a motorist.

The Developer reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee, so long as no Owner or his Institutional Mortgagee is denied reasonable access from his Lot or Dwelling Unit to a public roadway by such redesignation, relocation or closure.

* 2.5 Conveyance of Common Property. The Common Roads shall be conveyed to the Association as provided above, and the Developer may convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Developer determines, but in all events no later than the

time of termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens except taxes and matters of record prior to conveyance. The Developer may reserve certain rights to itself for use of the Common Property and/or Common Roads. The Developer may terminate the designation of land as Common Property without consent or joinder of any Owner or Institutional Mortgagees. Upon conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members.

III. THE ASSOCIATION

The Developer has created the Association for the purposes of continuing management and maintenance of the Property and to enforce the terms and conditions of this Declaration.

3.1 Membership. Each current and future Lot Owner will, during the period of ownership, be a member of the Association. Membership in the Association will be appurtenant to, and may not be separated from, ownership of a Lot. Each Member will be entitled to vote upon all matters coming before the membership as provided in the Articles and Bylaws.

3.2 Regulatory Documents. Each Owner will abide by the terms and conditions contained in this Declaration, the Articles and Bylaws and the rules and regulations promulgated in accordance therewith.

3.3 Power and Authority of Association. Without limiting any other provision of this Declaration, the Articles or the Bylaws, the Association has the power and responsibility to (a) enforce the restrictions and covenants contained in this Declaration, (b) levy and collect Assessments to provide funds for operating, managing and maintaining the Common Property, (c) enforce and implement these covenants and restrictions, (d) operate, maintain and manage the Common Property, and (e) operate and maintain the Storm Water Management System within the Property.

3.4 Classes of Membership and Voting. The Association shall have two classes of voting memberships.

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of the Developer.

(b) Class B. Class B Member shall be the Developer.

(c) Class B Membership shall terminate upon the happening of one of the following events whichever shall first occur:

(1) when Developer no longer owns any Lot or subject to this Declaration or any part of the Additional Property;

(2) December 31, 2020;

(3) When Developer, in its sole discretion, determines to terminate its Class B Membership.

Until such time as the Class B Membership terminates, the Class B Member shall be vested with the sole voting rights of the Association.

When entitled to vote, each Lot shall be entitled to one (1) vote. If an Owner owns more than one (1) Lot, such Owner shall be entitled to one (1) vote for each Lot. Provided however, if an Owner owns a Lot and a part of the adjacent Lot which it occupies as a single building plot, the Owner shall have only one (1) vote.