

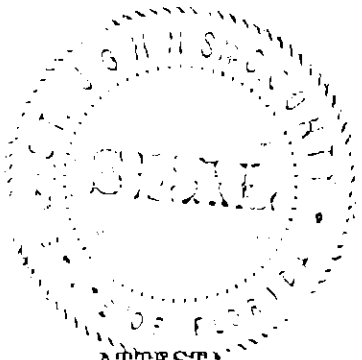
RESOLUTION OF THE PLANNING AND ZONING AGENCY,
COUNTY OF ST. JOHNS, STATE OF FLORIDA
FINAL DEVELOPMENT PLAN FOR:

COMMODORE'SODORE'S CLUB WITHIN ISLAND LAKES ZONED PUD
PURSUANT TO ORDINANCE NUMBER: 84-17

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

SECTION 1. Pursuant to the request for approval by : Tim Gabriel in accordance with Section 83 of St. Johns County Zoning Ordinance in subsequent review and approval by St. Johns County Planning and Zoning Agency the Final Development Plan attached as EXHIBIT "A", is hereby approved and reliance upon and in accordance with the representations and statements made in the written submission statements attached hereto as: EXHIBIT "B", EXHIBIT "C". and letter dated 1/03/90 and 1/18/90 all of which are incorporated into the Final Development Plan and made apart thereof and hereof.

SECTION 2. All building code, zoning ordinance, and other land use and development regulations of St. Johns County as may be amended from time to time shall be applicable to this development except those permitting variance and special exceptions and except to the extent that they conflict with specific provisions of the approved Development Plan or PUD Ordinance modification to approve development plans by variance or special exception shall be prohibited.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Craig A. McGuire
Chairman

ATTEST:

CARL "BUD" MARKEL

BY: Rosemary Jones
Deputy Clerk

Adopted Regular Meeting

March 13, 1990

Effective:

March 13, 1990

COMMODORE'S CLUB

PHASE I

FINAL DEVELOPMENT PLAN

P.U.D. OFF. REG.
BOOK C PAGE 673

In accordance with the procedures established in Section 8-3, "Implementation of PUD," of the St. Johns County Zoning Code, the attached Final Development Plan prepared by Quillen Mills Brody, Inc., (Exhibit "A") and the following text regarding compliance with Section 8-4, "Standards and Criteria" are submitted for your consideration.

8-4-1. Density of Development. The total ground occupied by buildings and structures for residential use will not exceed thirty-five (35%) percent of the total ground area of the PUD. The overall project density of this phase is 3.71 units per acre.

8-4-2. Open Space. This phase contains approximately 3.6 acres of active and passive recreational areas and 7.2 acres of buffer and lake areas. No construction will be permitted in buffer areas. All recreational areas will be deeded to the Commodore's Club, Inc. a Not-For-Profit Homeowners Association established for the ownership, maintenance and preservation of all such areas. A copy of the proposed Declaration of Restrictions is separately provided. The recreation area will be part of Phase I development. The development of the recreation area will include selective clearing, the construction of two regulation size fenced tennis courts, sport court, pool, 3,000 SQ.FT. clubhouse, play area and parking.

8-4-3. Waiver of yard, dwelling unit, frontage criteria, and use restrictions. Development will proceed along the spirit and intent of the Zoning Ordinance and in compliance with the provisions of the PUD Ordinance. All lots will have a

land area of not less than 5,400 SQ.FT. Structure shall be no more than thirty-five (35) feet in height. Side yards shall be zero (0) from the edge of overhang and front and rear yards shall be five (5) feet.

8-4-4. Project size. The total PUD is an approximate size of seventy-two (72) acres. The present application for FDP includes 20.7 acres, more or less.

8-4-5. Support legal documents for open space. Attached hereto as Exhibit "C" is a copy of that portion of the Declaration of Restrictions relating to the Homeowner's Association so as to assure adequate management and maintenance of the open space area by the ASSOCIATION. Title to common property will be held by such entity which will also be responsible for maintenance of all roadway, recreation and drainage systems. Such restrictions further place responsibility for enforcement of covenants and permit the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6. Access. Access to each single family unit is provided by private vehicular way to be owned by the COMMODORE'S CLUB HOMEOWNERS ASSOCIATION.

8-4-7. Privacy. The vegetation and configuration of the property in question provides ample natural buffers and vegetative barriers. In addition, however, the provisions of the Declaration of Restrictions specifically require each homeowner to submit a landscaping plan together with its application for approval of architectural plans, and to permit input by the Architectural Review Committee of house siting and location, all such criteria being intended to insure not only visual attractiveness, but also privacy and screening.

8-4-8. Community Facilities.

(a) Inasmuch as this is a single family residential phase,

no off street parking and loading requirements are applicable. Deed restrictions do require, however, two (2) car garages for each family residence.

(b) Access and circulation have been contemplated and are adequately provided for as shown on the FDP. Sufficient space has been provided to permit access for fire fighting equipment, moving vans, fuel trucks, refuse collection and debris removal. Fire hydrants, installed at developer's expense, are as shown on the FDP.

(c) All utilities are underground utilities. Provision has been made for acceptable design and construction of storm water sewer facilities by the provisions of curb and gutter construction and a system of retention ponds.

(d) All street designs conform to the rules and regulations adopted by the ST. JOHNS COUNTY BOARD OF COMMISSIONERS and are to be constructed to County standards. Minimum centerline grade elevation of the main entrance road shall be 7.5 feet NGVD. Minimum of centerline grade elevation of all other roads shall be 6.5 feet NGVD.

Temporary Facilities. Pursuant to the PUD Ordinance, authority is requested for placement of a sales trailer on site. The sales trailer will be located immediately at the entrance as shown. The sales trailer will have parking facilities sufficient to meet applicable building code requirements and will be landscaped. There will be a temporary construction access and a three unit model home center. Upon completion of the model homes, sales will move from the trailer to the models and the sales trailer will be removed from the property. At present the construction trailer is intended to be placed as shown and will be removed upon certificate of occupancy of project. Fencing will be provided as necessary for the temporary storage and maintenance of building materials

and equipment.

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Entrance and Signage. Project identification signs will be constructed at the entrance location, not to exceed two (2), and will be either adjacent to the entrance road or in a divided median strip. The signage will be not closer to the west right-of-way of 16th Street than ten (10) feet and will not exceed two hundred fifty (250) square feet, each. The entrance will be appropriately landscaped with new plant materials and existing preserve natural vegetation, burming and site furnishing such as raised planters, decorative fencing, etc.

Other permitted signage will include "for sale" signs on individual lots and traffic/directional/street signs as are customary for residential streets.

Consideration is being given to have a controlled access gate, either manned or mechanical, off 16th Street. If a mechanical entrance gate, the gate shall be constructed to "breakaway" for emergency access or, in the alternative, appropriate electronic equipment to cause the gate to raise.

Respectfully submitted,

COMMODORE'S POINT, INC.

EXHIBIT "C"

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

P. U. D. OFF. REC.
BOOK C PAGE 677

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) water frontage or marsh frontage assessments, if applicable; and (4) Private Drive assessment, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such

Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as lien against the property until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Property, Common Area and Private Drives, and Recreational Areas. Said assessments shall also be used for yard maintenance, sanitation and waste removal, insurance, security and the central irrigation system.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Nine Hundred Fifty & 00/100 (\$950.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyances of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased more than ten percent (10%) above the maximum assessment for the previous year by the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area or Private Drives, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that marshfront lots shall be assessed an additional sum for the increased cost of maintenance of said lots.

Section 7. Effect of Nonpayment of Assessments: remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property and the Association shall be entitled to recover its attorney's fees and all costs in connection with

such proceeding. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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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 NUMBER 90-50

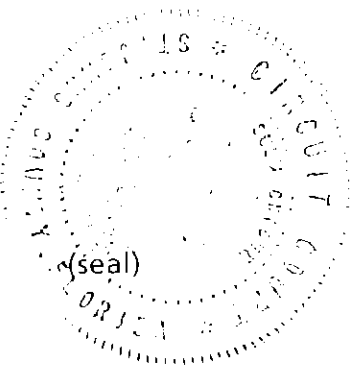
RESOLUTION NO. 90-50 adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board held March 13, 1990, and recorded in official minutes of said meeting.

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 15th day of March, 1990.

Public Records
St. Johns County, Florida
CLERK OF CIRCUIT COURT

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



BY: Connie E. McDaniel
Deputy Clerk-Connie E. McDaniel