

RESOLUTION NO. 96-212

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
EAST TOWN PLACE
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 East Town Place, as submitted by SJH Partnership, 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 October 17, 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 an entrance road and utilities, 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 East Town Place, 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 sections of Covenants and Restrictions attached hereto as Exhibit D, and based upon 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.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution 96-212.

ADOPTED on 12th day of November, 1996.

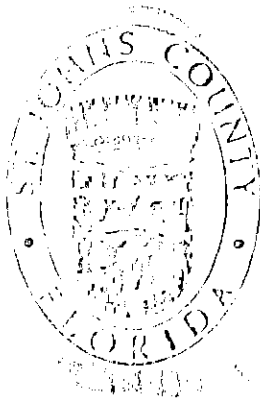
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Donald Jordan, Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Yvonne Carter
Deputy Clerk

EFFECTIVE DATE: November 12, 1996



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EXHIBIT A
LEGAL DESCRIPTION



RIGHT-OF-WAY FOR ENTRANCE ROAD TO PARCEL 13 OF DRI/PUD MAP H

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, 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 SECTION 10 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; 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 RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 123.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 49°24'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 150.95 FEET; THENCE NORTH 89°44'14" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 38.22 FEET; THENCE NORTH 53°40'25" EAST, A DISTANCE OF 125.43 FEET; THENCE NORTH 44°29'55" EAST, A DISTANCE OF 128.42 FEET; THENCE NORTH 00°30'05" WEST, A DISTANCE OF 28.28 FEET; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 203.38 FEET; THENCE NORTH 44°29'55" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 283.38 FEET; THENCE SOUTH 44°29'55" WEST, A DISTANCE OF 208.42 FEET; THENCE SOUTH 34°47'50" WEST, A DISTANCE OF 118.69 FEET; THENCE SOUTH 00°30'16" EAST, A DISTANCE OF 33.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

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EXHIBIT B
FINAL DEVELOPMENT PLAN MAP



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EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE

EAST TOWN PLACE

WITHIN THE

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

Submitted by:

SJH PARTNERSHIP, LTD.

JULY 15, 1996
REVISED AUGUST 23, 1996

SECTION I - INTRODUCTION

SJH Partnership, 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 East Town Place. The Final Development Plan consists of a legal description identified as Exhibit A to the Resolution; 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 encompassed by this Final Development Plan (the "Property") is within an approved Development of Regional Impact (the "DRI"). The DRI development order was approved under St. Johns County Resolution 91-130, as modified by St. Johns County Resolution 91-183, St. Johns County Resolution 94-211, St. Johns County Resolution 95-06 and St. Johns County Resolution 96-102 (the "DRI/DO"). The Property has received dredge fill authorization from the United States Army Corps of Engineers under ACOE Dredge/Fill Permit 199100108(IP-GS). The Property has also received approval from the St. Johns River Water Management District ("SJRWMD") under the following SJRWMD Permits: 4-109-0120C, dated September 10, 1991; 4-109-0122, dated September 10, 1991 (modified October 11, 1994); 12-109-0035, dated September 10, 1991; and 4-109-0122M, dated October 11, 1994 (modifying 4-109-0122).

This Final Development Plan does not depict any commercial, industrial, office, recreational, or other uses for the Property. The purpose of this Final Development Plan is to depict the layout of the entrance roads to allow construction of the roads and utilities. Final road geometry will be established in signed and sealed construction plans. Final development plans will be submitted separate from this Final Development Plan for development on the adjoining properties.

SECTION II - REQUIREMENTS OF SECTION 8-4 OF ZONING ORDINANCE

The requirements of Section 8-4-1 through 8-4-8 of the St. Johns County Zoning Ordinance are addressed below:

8-4-1 Density of Development

No residential improvements are addressed in this Final Development Plan. Accordingly, this section is not applicable.

8-4-2 Open Space

The open space requirements of the PUD shall be met within the preservation areas identified on the approved master development plan attached as Map H to the PUD.

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

No vertical improvements are proposed under this Final Development Plan. Accordingly, provisions concerning yards, setbacks and the like are not applicable. Temporary construction trailers may be located within any areas not identified in the PUD for preservation.

8-4-4 Project Size

The property encompassed by this Final Development Plan contains approximately ± 0.9 acres.

8-4-5 Support Legal Documents for Open Space

There is no open space within this property. The open space requirements for the Saint Johns project are satisfied within the preservation areas shown on the Master Development Plan attached as Map H to the PUD. The road will be constructed by the developer and deeded to the association known as Saint Johns-Northwest Commercial. 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 6.1)

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

8-4-6 Access

This section is not applicable.

8-4-7 Privacy

This section is not applicable.

8-4-8 Community Facilities

This section is not applicable.

9-1-1 Drainage

Drainage for this road will be conveyed to the master stormwater system. Drainage design for this property shall conform to the requirements of 96-40, as amended, and the SJRWMD MSSW Permit, and shall be included in the construction plans.

9-1-2 Separation from Walkway and Street

No off-street parking and loading facilities are included in this FDP.

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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

No interior drives are included in this FDP.

9-1-5 Marking of Parking Spaces

No parking spaces are included in this FDP.

9-1-6 Lighting

No off-street parking or loading facilities are included in this FDP.

9-1-7 Screening

No off-street parking spaces are included in this FDP.

9-2 Location

No off-street parking spaces are included in this FDP.

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

No off-street parking spaces are included in this FDP.

9-4-1 Off-Street Loading Requirements

No off-street loading spaces are included in this FDP.

APPLICANT'S REPRESENTATIVE

By: Donald R. Amitt

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EXHIBIT D

COVENANTS AND RESTRICTIONS

**(ARTICLE IV, SECTIONS 4.1, 4.2 and 4.4;
ARTICLE VI, SECTIONS 6.1)**

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Sur - 48.00

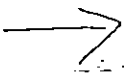
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Recorded in Public Records St. Johns County, FL
Clerk# 96025824 O.R. 1185 PG 645 02:25PM 07/24/96
Recording \$381.00 Surcharge \$48.00

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST COMMERCIAL

THIS DOCUMENT PREPARED BY
AND RETURN TO:

J. Met



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

ARTICLE IV
COMMON AREA RIGHTS

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Section 4.1 Conveyance of Common Area. Developer agrees that 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 Building Site or Golf Course Parcel located 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 non-exclusive right and easement of use and enjoyment in and to the Common Area for its intended purposes, 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");

(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 referenced 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 Building Site or Golf Course Parcel located within the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights, and personal property 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 Building Site or Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any 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 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 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 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. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the Common Area, or any portion thereof, and no refuse pile or unsightly object shall be allowed to be placed or remain anywhere thereon. All of the Common Area, and any improvements located thereon shall at all times be maintained in a neat and attractive condition in substantial conformance with the Landscape Plan. Landscaping located within the Common Area

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shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, irrigation systems and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management. Further, all portions of the Common Area which now are, or may hereafter, be adjacent to, or include a portion of, a lake, canal or other body of water, shall be maintained so that all grass, planting, or other lateral support located in such areas prevents erosion of the embankment adjacent to such lakes, canals, or other water bodies. All maintenance obligations of the Association shall be performed as directed 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) Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the unilateral right to modify the Landscape Plan for so long as the Developer shall own any portion of the Property. After the Developer shall no longer own any portion of the Property, the Landscape Plan may be materially modified only upon the approval of the Subassociations and Owners holding not less than seventy-five percent (75%) of the total votes of the Association as set forth in the Articles.

Section 4.5 Easement for Maintenance Services. The Developer hereby grants to the Association an easement in, on, over and upon those portions of the Property as may reasonably necessary for the purpose of maintaining the Common Area or other portions of the Property to be maintained by the 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
ARCHITECTURAL CONTROL

Section 5.1 Assignment of Right of Architectural Review. At such time as the Developer shall specifically assign to the Association a right of architectural review with respect to any particular Building Site or Golf Course Parcel, the following Sections 5.2 through 5.6 shall become operative with respect to such Building Site or Golf Course Parcel.

required approvals, whether given, granted or withheld by the ARB or the Association.

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ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a 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 Building Site or Golf Course Parcel against which each such assessment is made; and shall also be the personal obligation of the Owner of such Building Site or Golf Course Parcel. 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 6.2 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. 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.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI, as such term is defined in Section 8.1 hereof.

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 NO. 96-212

**Adopted by the Board of County Commissioners of
Johns County, Florida, at a regular meeting of said
Board held November 12, 1996**

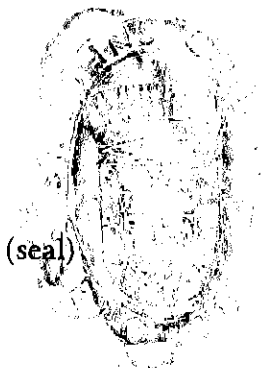
Carl "Bud" Markel
CLERK OF CIRCUIT COURT

96 NOV 22 AM 9:42

FILED AND RECORDED IN
PUBLIC RECORDS DEPARTMENT
ST. JOHNS COUNTY, FLORIDA

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 12 th day of November 1996.



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

By: *Patricia DeGrande*
Patricia DeGrande, Deputy Clerk