

RESOLUTION NO. 86-83  
RESOLUTION OF THE COUNTY OF ST. JOHNS  
STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN  
FOR PLAYERS CLUB UNIT SIX  
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD  
PURSUANT TO ORDINANCE 75-15

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

SECTION 1: Pursuant to a request for approval made by Arvida Corporation 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 Final Development Plan attached hereto as Exhibit A is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit B and the sections of the Declaration of Covenants and Restrictions for Players Club Unit Six as set forth in Exhibit C and listed on Exhibit D all of which are hereby incorporated into and made a part of the Final Development Plan for Players Club Unit Six.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Francis M. Buberger  
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent  
Deputy Clerk

Adopted Regular Meeting

July 8, 1986

Effective:

July 8, 1986

EXHIBIT B

FINAL DEVELOPMENT PLAN  
FOR  
PLAYERS CLUB UNIT SIX  
WITHIN THAT PORTION OF THE PUD 75-15 NAMED  
PLAYERS CLUB AT SAWGRASS

Arvida Corporation

May 20, 1986

Arvida Corporation hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the final development plan (the "Final Development Plan") for the patio home subdivision to be known as Players Club Unit Six (the "Property"). The Final Development Plan consists of a 1 page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable Sections of the Declaration of Covenants and Restrictions identified as Exhibit C to the Resolution and a list of those sections of the Covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15, and known as Players Club at Sawgrass. The area to be encompassed by this Final Development Plan is located just North of TPC Boulevard in Parcel Number 18 according to the approved Master Plan for the PUD. That portion of the property upon which Players Club Unit Six will be developed is to be designated for patio home development on the approved PUD Master Plan in accordance with a minor modification request submitted simultaneously with this application. Players Club Unit Six will consist of 39 Patio Home lots, which will be consistent with the Master Plan as modified.

Nothing contained in the Declaration shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Declaration which are specifically referenced herein are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the Declaration made a part of the Final Development Plan is provided with this submission and is identified as Exhibit D to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the Declaration. Provided, however, that if any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration so that the Board of County Commissioners of St. Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

#### 8-4-1      Density of Development

In accordance with Section 10.4 of the Declaration, the total ground area occupied by residential buildings and structures in the subdivision shall not exceed 75 percent of the total ground area of any building parcel. This restriction, coupled with

the existing and proposed open space areas, golf courses and lakes within the PUD assures that not more than 35 percent of the total ground area in the PUD will be occupied by residential buildings and structures.

8-4-2 Open Space

The Map depicts a parcel adjacent to and east of Lots 1 through 7 which is to be used as Open Space. The Map also depicts a parcel east of Lots 9 and 10 which will be used as Open Space. These parcels of Open Space will be used as a passive recreational and conservational area and, together with the roadway and any traffic signage serving the subdivision, will be maintained by the community association for this subdivision in accordance with Section 5.3 of the Declaration. The traffic island located within the roadway at the entrance to the subdivision will contain a lighted entrance sign with dimensions no larger than 15 feet by 20 feet. The sign will be constructed of wood, concrete, masonry or other similar materials compatible with the existing signage within the project. The sign will also be maintained by the community association for the subdivision in accordance with Section 5.3 of the Declaration. The drainage easements and lake areas shown on the Final Development Plan will be maintained by the Sawgrass Players Club Association, Inc.

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

All development which is to occur within the subdivision will comply with the spirit and intent of the Zoning Ordinance; however, structures may be built immediately adjacent to or crossing lot lines. There will be no more than 40 residences in Players Club Unit Six. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with Section 10.1 of the Declaration, every parcel upon which a residence is constructed will have a total area equal to or greater than 95% of the total area of the smallest Lot (in area) the subdivision. In accordance with Section 10.21 of the Declaration, all dwellings in Players Club Unit Six shall be set back at least 10 feet from the front and rear lot lines, subject to the developer's right to release lots from minor violations as set forth in Section 12.9 of the Declaration. Residences in Players Club Unit Six will be constructed on a zero lot line basis.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The Declaration assures adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. The Declaration provides for conveyance of title to the common property to, and ownership by, the homeowners' association, a duly constituted and legally responsible community association.
- b. Section 5.3 of the Declaration, appropriately limits use of the common property.
- c. Section 5.3 of the Declaration, assigns responsibility for the management and maintenance of the common property to the homeowners' association.
- d. Section 5.3 of the Declaration places responsibility for enforcement of the covenants contained therein upon the homeowners' association and its board of directors.
- e. Section 6.1 of the Declaration permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Map, each lot is provided vehicular access within the PUD via the private right-of-way to be owned by the local subdivision association. A small parcel located wholly or partially within the right of way of the subdivision road or TPC Boulevard may be set aside for lighted subdivision signs similar to those located elsewhere in the PUD.

8-4-7 Privacy

Under the provisions of Section 9.1 of the Declaration, each dwelling will be provided visual and acoustical privacy. Necessary walks and landscaping shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

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:

Section 9-1-1 Drainage

The drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the map included in this Final Development Plan. In accordance with the Declaration for Players Club Unit Six, specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage plan.

9-1-2 Separation from Walkway and Street

No combined off-street parking or 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 and TPC Boulevard will be in accordance with County specifications. *→ + signalization if required*

9-1-4 Interior Drives

As shown on the map included in this 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

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 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.



to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area.

**Section 4.5 Easements for Eaves, Court Yard Walls and Other Projections.** As the nature of "Zero" lot line housing permits construction of dwelling units on or near lot lines, the eaves and other similar projections of some dwelling units in the Subdivision as constructed by Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this Section 4.5, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.5, the "Dominant Lot") a perpetual easement over such portion of each Servient Lot as is necessary to accommodate the eaves and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than five (5) feet into any Servient Lot. In the event of destruction of the dwelling on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as the dwelling originally constructed on the Dominant Lot by the Developer.

#### **ARTICLE V** **THE ASSOCIATION**

**Section 5.1 Membership.** Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

**Section 5.2 Classes and Voting.** The Association shall have such classes of membership as are set forth in the Articles of the Association.

**Section 5.3 Duties and Obligations Re: Common Area.** It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and servicable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvement similar in construction, location and use as the improvements on the Common Property, including but not limited to vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the



Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 6.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of real property within the Subdivision, other than the Developer, 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 or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time 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 on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot(s) owned by Developer) 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 Property or by abandonment.

**Section 6.2 Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

**Section 6.3 Rate of Assessment.** Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved Lot subject to assessment.

**Section 6.4 Annual Assessments.** The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive. The first annual assessment for the Subdivision shall not exceed \$\_\_\_\_\_ per month per Improved Lot. Thereafter, the annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15% unless approved by a vote of two-thirds (2/3) of the members of the Board.

**Section 6.5 Supplemental Assessments.** If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to

maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Declaration or pursuant to the Restated Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable on all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL OF SUBDIVISION**  
**AND ARCHITECTURAL REVIEW BOARD**

**Section 9.1 Necessity of Architectural Review and Approval.** Except for the initial construction of improvements upon the Lots, by Developer no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association (and by the Players Club Association in accordance with its Bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 9.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of five (5) members who need not be members of the

placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decisions of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decisions, for a review thereof. The determination of the Board upon review any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing request for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 9.4 Players Club Association Architectural Control. In addition to the architectural and landscaping control requirements established by this Declaration, each Lot is subject to the architectural control of the Players Club Association as provided in the Players Club Covenants. It shall be each Owners responsibility to apply to and receive approval from the Players Club Association prior to construction of any improvements or alteration within the Subdivision. Any architectural review conducted by the Association is subject to review by the Players Club Association Architectural Review Board ("PCAARB"). The decision of the PCAARB shall be final and supersede any decision of the Association or ARB.

Section 9.5 Compensation of ARB. Non-professional members of the ARB shall serve without compensation so long as the Developer retains the right to appoint the members of the ARB. Thereafter, the Board shall appoint at least one professionally qualified person (architects, landscape architects, etc.) to the ARB, and if it elects to do so, it may at its option, pay reasonable compensation to such professionally qualified members.

Section 9.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, Association, Players Club Association, ARB, or PCAARB contemplated under this Article, neither the Developer, the Players Club Association, PCAARB, ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Players Club Association, PCAARB, Association or the ARB.

## ARTICLE X RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of the Property and adjacent properties. No business or commercial building may be erected on any Lot and no business may be

conducted on any part thereof. Except for the initial construction of improvements upon any Lot by Developer, no building or other improvements shall be erected upon any Lot without prior ARB and PCAARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and PCAARB and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership; provided that, if the ARB and PCAARB have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous lot so long as the portion of the divided lot which remains unconsolidated as a single lot shall have a total area of at least 95% as large as the then smallest lot in area in the Subdivision. The division, subdivision, consolidation or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lots as aforesaid, the obligation for association expense is attributable to the subdivided lots shall be and become proportionately attributable and chargeable to the contiguous lots, and the owners thereof, to and with which all portions of the divider subdivided lots become consolidated. In the event that one or more lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single lot except as to assessments provided for herein. No dwelling or other structure or improvements shall be erected, placed or permitted to remain on any building site which does not include at least one full platted lot according to the recorded plats of the Subdivision unless the ARB and PCAARB give prior written consent.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the ARB and PCAARB. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer.

Section 10.3 Layout. As the nature of "Zero" Lot Line and cluster housing tends to facilitate construction of dwellings both directly behind and directly beside other dwellings, no specific side setback lines are established by this Declaration. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. The Developer reserves the right to establish specific set-back lines applicable to any unsold Lots in the Subdivision. Except as provided below, although one wall of each structure to be constructed in the Subdivision may be located on or near a side lot line (the "Zero Lot Line Wall") except as provided below, the wall of each dwelling unit in the Subdivision shall be setback at least ten (10) feet from the walls of dwelling units constructed on the adjacent Lots. This restriction shall not prohibit construction by the Developer of privacy walls connecting dwelling units nor shall this restriction apply to any portion of the subdivision within which Zero Lot Line Walls are rated one (1) hour or greater fire walls.

**Section 10.4 Lot Coverage.** No improvement which covers more than 75 % of the Lot shall be constructed on any Lot. In calculating the Lot coverage, the square footage comprising the dwelling, garage area, approved detached buildings and any area covered by an awning or cabanas which serve the function of a building shall be included. Lot coverage shall exclude screened enclosures not having a roof impervious to weather.

**Section 10.5 Motor Vehicles and Boats.** No boats, recreations vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commerical vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by the Developer.

**Section 10.6 Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with televisions, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

**Section 10.7 Antenna.** No aerial, antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision.

**Section 10.8 Lakes.** Only Arvida Corporation and the Players Club Association shall have the right to pump or otherwise remove any water from any lake within the Subdivision or adjacent or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the Sawgrass Players Club lying within, adjacent to, or near the Subdivision. Arvida and the Players Club Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in on any such lake. The Association shall reimburse the Players Club Association for the cost of water quality maintenance undertaken by the Players Club Association in any lake within the Property, except for lakes that are connected to the Players Club drainage system via a connection that allows a two-way interchange of water. If a lake that is not so connected to the Players Club drainage system lies partly within and partly outside the Property, then the Association shall reimburse the Players Club Association for a percentage of the cost of such water quality maintenance equal to the percentage of the total surface area of such lake lying within the Property. The cost of manual or mechanical removal of trash, debris and undesirable plants undertaken by the Players Club Association within any lake shall be chargeable at the option of the Players Club Association, to the Owner or Owners of the property including that portion of the lake on which such

(or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residences of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owner's dwelling. Owner shall be responsible for cleaning up after their pet. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or Property, they may not thereafter be kept on a Lot.

Section 10.18 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping and natural areas shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.19 Additional Restrictions. All dwellings constructed within the Subdivision are also subject to the Architectural Planning Criteria set forth in Exhibit C, as amended from time to time.

Section 10.20 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.21 Building Setbacks. All dwellings constructed within the Subdivision shall be set back at least ten feet from the front and rear lot lines, measured from the exterior of front and rear walls of such dwellings.

ARTICLE VIII  
UTILITY PROVISIONS

Section 11.1 Water System. The central water supply system provided for the service of the Subdivision shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by Developer or other supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water

EXHIBIT D TO THE RESOLUTION

(PLAYERS CLUB UNIT SIX)

Sections of Declaration made a part of Final Development Plan

Section 10.4  
Section 5.3  
Section 10.1  
Section 9.1  
Section 6.1  
Section 10.21