

RESOLUTION NO: 89-9

RESOLUTION OF THE COUNTY OF ST. JOHNS

STATE OF FLORIDA

APPROVING A FINAL DEVELOPMENT PLAN

FOR: VILLAGE PROFESSIONAL CENTER

LOCATED WITHIN THE PARCEL OF LAND ZONED PUD

PURSUANT TO ORDINANCE NUMBER: 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 Mr. Richard Look in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the Board of County Commissioners of St. Johns County, the Final Development attached hereto as Exhibit A is hereby approved in reliance upon, and in accordance with the representation and statements made in the written submission statement attached hereto as Exhibits A; B; E; F (Exhibit C,D, Reference only - not a part of FDP).

SECTION 2. Use of the property shall be solely for business and professional offices and service establishments, including service establishments that sell products incidental to their primary service business, but specifically excluding any establishment the primary business of which is the sale of merchandise at retail, and specifically excluding any real estate sales or real estate brokerage offices; provided, however, owner and any leasing establishment legally affiliated with owner may occupy space within the Improvements for rental and management activities related solely to the Improvements.

SECTION 3. All attachments included herein are incorporated herein and made a part of the adopting Resolution.

SECTION 4. 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 variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or Ordinance. Modification to approved development plans by variance or special exception shall be prohibited.

SECTION 5. St. Johns County Building Official is hereby authorized to issue construction permits on the herein lands in accordance with approved plans, provided all other requirements are met.

BOARD OF COUNTY COMMISSIONERS

ST. JOHNS COUNTY, FLORIDA

BY: *Harry Wald*

Chairman

Attest: Carl "Bud" Markel, Clerk

*Connie E. McDaniel*  
Deputy Clerk

Adopted regular January 10, 1989  
meeting



IN ACCORDANCE with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by Dean Millward & Associates, Architects (Exhibit A), and the following text regarding compliance with Section 8-4, are submitted for your consideration.

The attached Final Development Plan (Exhibit A) depicts the information required by the St. Johns Planning and Zoning Agency and further details the use originally.

The Professional Center depicted in (Exhibit A) consists of two buildings of approximately 5345 square feet each: 10,708 square feet total on a lot of approximately 47,900 square feet. There will be a maximum of six tenants per building. There are 51 parking spaces (4.76 per 1000 square feet), which is ample to meet County Regulations for the possible uses we propose (these being defined as all of the uses outlined under Section CG of the zoning code. We further propose to establish, for the purpose of construction supervision, a temporary office trailer and a temporary storage trailer as shown in (Exhibit A). These temporary office and storage facilities will be maintained at the site throughout the course of construction, which may take up to one year. At such time as it is practical to relocate these facilities to one of the proposed new shells, they will be moved. The maximum time period needed for any temporary facilities should be one year. Included also in (Exhibit A) is a legal description of the parcel to be developed under this request. The location of the nearest fire hydrant is also designated in (Exhibit A). Sign details and lighting information are included in (Exhibit E). A lighted site sign is provided at the northeast corner of the project. The flood light is located in the planting bed surrounding the sign. Further lighted signs are provided on the face of the buildings as indicated in (Exhibit E). These are lighted by floods mounted within the overhanging soffit. No further signs are provided except stop signs at entrances for traffic control and entry identification signs at pylon walls - see (Exhibit E). The site sign meets all provisions of the zoning code. The stop signs and entry identification signs are located closer to the property than required by code. We request a waiver of this requirement for safety considerations.

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

The total ground area is occupied by buildings and structures not exceeding 35% (Actual: 22.53%).

#### 8-4-2 Open Space

The Property contains no open space.

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

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance.

8-4-4 Project Size

The Player's Club at Sawgrass /Caballos Del Mar (DRI)PUD No. 7515 consists of more than 20 acres.

8-4-5 Support Legal Documents for Open Space

Exhibit C is excerpts for the master association given responsibility for maintaining the lakes. Exhibit C contains the sections of the Covenants and Restrictions relevant to maintenance responsibility and is a listing of Covenants hereby made part of the Final Development Plan.

8-4-6 Access

Access will be via Sawgrass Village Road which is part of the internal circulation system for the Sawgrass Village Shopping Center.

8-4-7 Privacy

Buffer areas will provide protection and aesthetically enhance the Property. Architectural controls are contained in the Covenants and Restrictions, see Exhibits C and D.

8-4-8 Communitiy 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 addresses specifically below:

9-1-1 Drainage

General drainage provisions for the site so as to prevent damage to abutting parcels and streets is graphically depicted on Exhibit A.

9-1-2 Separation from Walkway and Street

Parking spaces will be physically separated from walkways with curbs and walks.

9-1-3 Entrances and Exits

The location and design of the access road will be to TPC Boulevard and will be in accordance with County specifications.

9-1-4 Interior Drives

As shown on the Final Development Plan, interior drives within the off-street parking area on the Property will be a minimum of 24 feet wide, thus facilitating two-way traffic and 90 degree angle parking.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan, there will be a parking lot consisting of more than ten spaces. Each space will be so designated by markings and physical separation of parking areas, entrance roads, and structures will be configured as delineated on the Exhibit A.

9-1-6 Lighting

Lighting within the building/parking areas will be provided consistent with St. Johns County Standards and the criteria contained in the Covenants, see Exhibits C and D.

9-1-7 Screening

Proposed improvements are separated from adjoining land uses by a landscaped buffer and from adjacent cul-de-sac by Loop Rd. as indicated in Exhibit A.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve as shown on Exhibit A.

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

As depicted on Exhibit A, the site plan reflects off-street parking to accommodate 51 vehicles, consistent with County criteria.

9-4-1 Off-Street Loading

Not Applicable.

c. The Final Development Plan 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.

d. All other utilities serving the Property will be installed to County specifications.

e. Specifications for the parking area and roadways are depicted on the Final Development Plan, The driveway and parking areas will conform to County criteria contained within the St. Johns County Paving and Drainage Ordinance 86-4. The Developer thereby agrees to make any minor adjustments necessary to conform to the Ordinance.

DEAN MILLWARD & ASSOCIATES, ARCHITECTS

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SAWGRASS VILLAGE OFFICE PARK

THIS DECLARATION, is made this 29<sup>th</sup> day of November A.D., 1984, by ARVIDA CORPORATION, a Delaware corporation, which hereby declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Sawgrass Village Office Park Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions for Sawgrass Village to which the Articles of Incorporation and Bylaws of the Association make reference.

(b) "Declaration" shall mean and refer to this Declaration of Covenants for Sawgrass Village Office Park as recorded in the public records of St. Johns County as the same may be amended from time to time.

(c) "Developer" shall mean and refer to Arvida Corporation, and its successors or assigns, if any such successor or assign acquires the undeveloped portion of Sawgrass Village Office Park from the Developer for the purpose of development and is designated as such by Arvida Corporation or any other successor or assign specifically designated as such by Arvida Corporation.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and Developer.

(e) "Sawgrass Village Office Park" or "Property" shall mean and refer to that certain real property as described in Exhibit A attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

(f) "Lot" shall mean and refer to any parcel of the Property in Sawgrass Village Office Park, together with any and all improvements thereon, if any, as designated for development by Developer in accordance with the Developers' plan of development for Sawgrass Village Office Park as the same may be modified by Developer from time to time in its sole discretion, whether or not platted in the Public Records of St. Johns County, Florida, on which an industrial office or research or other structure according to the terms of this Declaration, could be constructed whether or not one has been constructed.

(g) "Improved Acreage" shall mean and refer to any land which has been improved for development purposes with installation of water, sewer, electric and other utility lines within the boundaries of the Lot and site clearing and grading of the Lot or other horizontal or vertical improvements.

(h) "Unimproved Acreage" shall mean and refer to any Lot which does not meet the requirements of Improved Acreage.

(i) "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns for the common use and enjoyment of the members of the Association, their tenants and business invitees, and all real and/or personal property within or in the vicinity of the Sawgrass Village which the Association and/or the Developer has an interest for the common use and enjoyment of the members of the Association, including without limitation, a right of use (such as but not limited to, easements for surface water collection and retention) and excluding any real or personal property constituting Common Area of the Players Club Association, as hereinafter defined. The use of the Common Area shall be restricted to park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, parking, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede.

II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments hereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additions or Withdrawal of Property. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration as additional lands any part or parcel of the real property located within the Players Club, as hereinafter defined, or contiguous to Property subjected to this Declaration (for purposes of this Declaration property separated by public or private rights of way, golf course, water bodies or open landscape areas shall be deemed contiguous).

Developer's right to so add or withdraw land shall be provided only that (a) upon addition of any lands to the scheme of this Declaration, the Owners of Property therein shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses and (b) the addition or withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of the Property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. However, if land is added or withdrawn for club or recreational purposes or as Common Area of this Association or The Players Club Association, as hereinafter defined, regardless of whether or not it materially increases the pro rata share of the Association expenses payable by the Owners, no consent or joinder of a majority of the members of the Association will be necessary. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of St. Johns County, Florida, supplementary Declarations with respect to the lands to be

added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of Property in Sawgrass Village Office Park. However, nothing herein shall be construed as restricting Developer's right to use any land, described in this section, which has not yet been added, or which has been withdrawn from the scheme of this Declaration, for any lawful use whatsoever.

III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles and Bylaws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association with the consent of the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any parts of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements, restrictions and other matters referenced in Articles IX and XI hereof

SAWGRASS VILLAGE OFFICE PARK MAINTENANCE ASSOCIATION

Section 1. Membership. Every person or entity who is record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property which may become 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 2. Voting. Voting rights in the Association shall be as are set forth in the Articles of Incorporation of the Association.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Liability of Assessments. The Developer, for each Lot



owned by it within Sawgrass Village Office Park hereby covenants and each Owner of any Lot (by acceptance of a deed therefor, 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: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon as provided in Section 8 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. All such assessments and interest, costs of collection thereof (including attorneys' fees), shall be a charge on any condominium parcels constituting a Lot based upon the proportionate ownership of common elements of the condominium attributable to such condominium parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 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 Owners of the Property within Sawgrass Village Office Park and in particular for the improvement and maintenance of the Common Area and common services for the benefit of Owners of the Property, including, but not limited to the cost of road and lake maintenance, security, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessments.

(a) Except as hereinafter provided, the annual Lot assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments, and excluding any condominium or other association maintenance assessment, shall not exceed \$2,500.00 per annum for each acre or fraction thereof within a Lot rounded up to the nearest one tenth (.1) of an acre. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

(b) From and after December 31, 1985, the maximum annual assessment as provided in subsection (a) above will increase each year by an amount equal to the greater of (i) the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items United States City Average (1967 = 100) issued by the U. S. Bureau of Labor Statistics "CPI", between the first month and the last month of the twelve month period preceding the month of fixing the annual assessments by the Board of Directors of the Association, or (ii) seven percent (7%) of the prior annual assessment, such increase to be cumulative and self-operative. The CPI index as described shall be discontinued then the applicable increase shall be calculated on the basis of a substantially similar index published by the United States

Government. In addition, by the vote of two thirds of the members of the Board of Directors of the Association, the maximum amount of the assessment may be increased or decreased from the amount set forth in this Section 3.

Section 4. Rate of Assessments for Improved Acreage and Unimproved Acreage.

(a) Improvements within Sawgrass Village Office Park may be constructed in stages or phases, and prior to improvement of all Lots within Sawgrass Village Office Park, the Owners of Improved Acreage shall bear a proportionately larger share of the annual costs and expenses of operating the Association than the Owners of Unimproved Acreage. Therefore, prior to classification of all lots within the Sawgrass Village Office Park as Improved Acreage, the annual share of the Sawgrass Village Office Park Association, Inc.'s operating budget payable by the Owners of Improved Acreage (including Developer for Improved Acreage which it owns from time to time) shall be calculated in accordance with the following formula:

Improved Acreage Per  
Acre Share =

$$\frac{1}{(.5 \times \text{total number of acres constituting Unimproved Acreage}) + (\text{total number of acres constituting Improved Acreage})}$$

All fractional acreages shall be rounded to the nearest .1 (1/10th) of an acre for purposes of the foregoing computations.

(b) The balance, if any, of the annual operating budget of the Sawgrass Village Office Park Association, Inc., being the portion thereof attributable to Unimproved Acreage, shall be allocated equally among all Unimproved Acreage on a per acre basis or fraction thereof rounded to the nearest .1 (1/10th) of an acre.

(c) All regular and special assessments shall be at a uniform rate for Improved Acreage and at a uniform rate for Unimproved Acreage. From and after such time as all Lots within Sawgrass Village Office Park shall constitute Improved Acreage, all regular and special assessments shall be at a uniform rate for each Lot in Sawgrass Village Office Park; notwithstanding the foregoing, however, to the extent the Owner of any Lot requests additional services to be provided to, or for the benefit of a particular Lot, by the Association, the cost of such additional services shall be charged to such Owner as part of such Owner's annual assessment.

(d) During the start up period of the Association, the Developer may, but shall not be obligated to, contribute an amount in excess of its assessment obligation as provided under his Article V. The amount of such Developer contribution, if any, and the time period during which such contributions shall be made by Developer shall be determined by Developer, in its sole discretion.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The

annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessments or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement, and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing the date of commencement thereof. The Board may cooperate with any property owner's association in any area of the Property with any condominium association which administers the affairs of a condominium located within the Property with the Sawgrass Village Association, Inc., the Developer or with The Players Club Association, Inc., in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its sole discretion deem expedient and appropriate. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessments authorized by Section 3 hereof, the Board may levy in any assessment year a special assessment applicable to that year only, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;

(b) for additions to the Common Areas, including but not limited to installation of capital improvements such as security card gates systems and master graphics and signage for Sawgrass Village Office Park;

(c) to provide the necessary services and the facilities and equipment to offer the services authorized herein;

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year;

Such special assessment before being charged must have received the consent of a majority of the Board of Directors of the Association.

Section 8. Effect of Non-Payment of Assessment; The Lien; Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of St. Johns County, Florida, a claim of lien stating the description of the Lot or legally definable portion hereof, encumbered thereby, the name of the Owner, the amount

and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the maximum rate permissible by law and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) or legally definable portion thereof in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of action.

Section 9. Subordination Of the Lien to Mortgages. The lien of the assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Area as defined in Article I hereof;

(c) As Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot devoted to retail sales, research, office park or related use or commercial use shall be exempt from said assessments, charges or lien.

Section 11. Allocation and Apportionment. The Board of

Directors of the Association shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association at the discretion of the Board of Directors of the Association.

VI EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area the Association may, at the option of the Board of Directors, provide certain routine exterior maintenance upon any Lot and improvements thereon to maintain a uniform high quality appearance of the Property and to preserve the value, quality and beauty of the Property, including paint and repair of roofs, gutters, downspouts, exterior building surfaces, paved parking areas, sidewalk areas, and maintenance of trees, shrubs, grass, walks, yard cleanup and other exterior improvements.

Section 2. Maintenance Duties of Other Associations. If for any reason any condominium or other property owners association (other than the Players Club Association) which is responsible for administration of condominium properties, or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessment necessary to maintain, and maintenance of, the applicable Property in a first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that such association has refused or failed to act, whether against all Property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 3. Assessment of Costs. The cost of maintenance performed by the Association as provided in Sections 1 and 2 above shall be assessed against the Property upon which such maintenance is performed or in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lot(s) involved by the Board of Directors, as the shall deem appropriate. The exterior maintenance assessments shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 4. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or

employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property 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 is practically affordable under the circumstances.

VII SAWGRASS VILLAGE OFFICE PARK ARCHITECTURAL CONTROL.

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Developer, no structure or improvement, including without limitation landscaping and landscaping devices, buildings, fences, walls, sign, site paving, grading, parking and building additions, alterations, screen enclosure, decorative building, aeriels, antennae, bulkheads, sewer, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made, unless and until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography and conformance with architectural planning criteria, as established by the Board of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the Bylaws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located other than the approval of The Players Club Association, as hereinafter defined, which shall control in the event of conflict between this Association and The Players Club Association.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of not less than three (3) nor more than five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Sawgrass Village Office Park. Members of the ARB not appointed by Developer shall be appointed by and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect and building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association architectural planning

criteria as well as modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria as originally adopted by the Board of Directors shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting and until consented to and joined into by the Developer.

- B. To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property signed by the Owner thereof and contract vendee, if any. The ARB shall require submission of a tree survey depicting trees 6" in diameter or larger and depicting all specimen trees such as holly, magnolia, cedar and fir. The ARB shall also require submission of samples of building materials proposed for use on the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, 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 decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval.
- D. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or

altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications, originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

E. 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. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof. The applicable fee shall be \$500.00 unless modified by the ARB.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the ARB, contemplated under this Article, neither the Developer, the 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 Association or the ARB, including but not limited to compliance with laws and ordinances.

VIII OTHER ASSOCIATIONS AND RESTRICTIONS

Section 1. Players Club at Sawgrass. There is an additional association to which Owners of Lots in Sawgrass Village Office Park will become members automatically upon the acceptance of a deed to a Lot. The Sawgrass Players Club Association, Inc. ("The Players Club Association") represents owners of Property within the Players Club at Sawgrass, including Sawgrass Village and its members are those persons appointed or elected in accordance with its articles of incorporation and bylaws. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the "Declaration of Covenants for the Players Club at Sawgrass" and exhibits thereto as recorded in Official Records Book 498, page 508, of the public records of St. Johns County, Florida, as the same may be amended from time to time.

Section 2. Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Declaration of Covenants for the Players Club at Sawgrass.

Section 3. Architectural Review. The Players Club Association also has the right to approve any and all improvements constructed upon the Property under the



architectural review powers vested in it pursuant to the Declaration of Covenants for the Players Club at Sawgrass. In the event of conflict between the Association and the Players Club Association as to an approval or disapproval under their respective architectural review powers, the decision of the Players Club Association shall be dispositive.

Section 4. Responsibilities of this Association. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and under any other documents relevant to the Property, the Developer or The Players Club Association shall have the right, but not the responsibility to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association or the Developer including costs of collection shall be reimbursed by the Association upon demand and shall constitute the personal obligation of each Lot Owner calculated between Lots on the same basis as assessments provided in Article V hereof and shall be secured by a lien imposed upon each Lot within the Property which may be foreclosed by The Players Club Association as part of the lien rights afforded to it under the Declaration of Covenants for the Players Club Declaration, and by the Developer in the manner of a mechanics lien.

Section 5. Contributions to Sawgrass Village Association, Inc. Owners of Lots in Sawgrass Village Office Park will have the right of ingress and egress over and upon a portion of the roadway constituting common areas of the adjacent Sawgrass Village as more particularly defined and described in Article XII of this Declaration. As a result of use and access over such roadways, this association shall be obligated to contribute a portion of the maintenance expense attributable to such roadway on terms and conditions as set forth in Article XII hereof.

IX USE RESTRICTIONS

Section 1. Use Restrictions. Permitted uses are office, office showroom, commercial and such other purposes as may be permissible under the Commercial General Classification of the St. Johns County Zoning Code provided all such uses shall be approved by Developer in writing. Developer shall have the right, in its discretion, to subject certain portions of the Property to additional covenants and restrictions which are not inconsistent with these restrictions or do not lower the standards of the covenants herein set forth. Developer also reserves the right, in its sole discretion, to rezone any portion of the Property owned by Developer without the consent or joinder of any party.

Section 2. Required Yards. Minimum front, side or rear yard set-back requirements shall be as required by the ARB, and as required by the applicable governmental regulations as they are from time to time amended, however they shall not be less than those required by the applicable governmental regulations in existence on the date of recording of this Declaration, without the prior written approval of Developer or the Association.

Section 3. Loading, Service and Outside Storage. Each Lot devoted to site development shall provide sufficient on site loading facilities to accommodate site activities, and all loading movement, including turnarounds, shall be made off of the public right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any street or other right-of-way. Screening of service areas, loading docks and so forth may consist of any approved combination of earth mounding, landscaping, walls and/or fencing. No materials, supplies or equipment shall be permitted to remain outside of any building. However, tanks, motors, and special industrial

equipment will be permitted to remain outside of any building as long as they are screened from the street and surrounding property. Rubbish and garbage facilities shall be screened so as not to be visible from any street or right-of-way.

Section 4. Site Furniture. Site furniture and equipment which rises above the roof line shall be shielded from view in a manner which is architecturally compatible with the building structure. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the Association as elsewhere herein provided.

Section 5. Drainage and Water Retention. All drainage and water retention plans for any improvements to be located upon the Property must be submitted to the ARB prior to their institution. Once the ARB has determined the plans are in conformity with the overall drainage and water management plan applicable to the Property and adjacent lands, it shall approve the submitted plans in writing. In the event drainage and water retention plans have not had the prior approval of the ARB, the Owner shall, upon demand of the ARB, make all necessary changes in its drainage and water retention development to conform with the requirements of the ARB, and shall bear all costs and expenses of the ARB or the Owner in making said changes. No changes in elevations of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which in the sole opinion of the Developer, shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Developer.

Section 6. Building/Mechanical Equipment. All mechanical equipment servicing buildings, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design.

Section 7. Site Clearing and Grading. Site clearing and grading shall be subject to the approval of the Architectural Review Board and shall be in conformance with the Architectural Planning Criteria of the Association. Retention of native trees shall be required wherever practical to site development.

Section 8. Pedestrian Path System and Common Open Space. In the event the Developer shall establish a continuous common open space and pedestrian walkway throughout Sawgrass Village Office Park, the Property shall be subject to an easement over and upon portions of the Property abutting the road rights of way for the construction of and maintenance and pedestrian access upon such paths and walkways. Each Owner shall have the right to use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association.

Section 9. Parking. Parking on the streets in Sawgrass Village Office Park is strictly prohibited. All parking within the Sawgrass Village shall only be in designated

parking areas. Trucks may not be parked where visible from a roadway. In the event that certain parking facilities within Sawgrass Village Office Park shall constitute part of the Common Area, Developer reserves the right, in its sole discretion, to assign certain parking areas as an exclusive easement for the use of a particular Lot or Lot(s); provided that such assignment shall not reduce the parking spaces available to any remaining Lot(s) below the minimum parking requirements under the applicable regulations of St. Johns County.

Section 10. Streets. All streets and roads in Sawgrass Village Office Park will be private.

Section 11. Signs, Lighting and Landscaping. Sign materials, sign location and sign lighting within the project and exterior lighting and landscaping upon any Lot shall be subject to the review and approval of the Architectural Review Board. All signage shall be architecturally compatible with the signage in effect for Sawgrass Village generally. No neon type signs are permitted.

Section 12. Utilities. All electrical and telecommunication transmission lines within the Property, other than temporary services lines installed by or on behalf of the Developer, those existing on the date of this Declaration and major electrical transmission lines shall be installed and maintained underground.

Section 13. Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance especially along the perimeters of any Lot. Any Owner of Property abutting a right-of-way shall be responsible for maintaining the landscape and buffer improvements abutting such Lot and located within the unpaved portion of the right-of-way to the extent not maintained by the Association. The Association shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the owner in writing. If within fifteen (15) days from notification that, in the Association's opinion, maintenance has not been brought to acceptable standards in conformance with the following maintenance standards, the Association may order the work done at the site at Owner's expense and may treat the charge as an assessment pursuant to Article V hereof. The Association shall appoint a Maintenance Committee which shall have the responsibility to amend and enforce the following maintenance standards:

(a) Trash. All trash and garbage shall be placed in designated containers, or within the Owner's contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the decision of the Maintenance Committee and its decision shall be final. A schedule for regular trash removal shall be provided by the Maintenance Committee and such schedule will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of trash, leaves and dead landscaping materials.

(b) Landscaping. All landscaped areas including sodded areas, landscape and buffer improvements abutting a Lot in the unpaved portion of the right-of-way shall receive regular maintenance including irrigation, trimming, fertilization, mowing and replacement of diseased plants.

materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Sawgrass Village and to maintain a uniform and sightly appearance.

(c) Parking Lots and Sidewalks. All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damages areas of sidewalks shall be repaired or replaced as required in the opinion of the Board of Directors of the Association. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary in the opinion of the Board of Directors of the Association. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

(d) Lighting. Levels of light intensity in the parking areas of all exterior walkways and all illuminated signs shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

(e) Painting. All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

(f) Signs. All electric and other signs shall be maintained in good repair so as to be clear and legible.

Section 14. Potable Water Supply. All potable water supply shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 15. Nuisances. No use of the Property will be permitted which is offensive by reason of odor, dust, fumes, smoke, noise or other pollution or which is hazardous by reason of excessive danger of fire or explosion or injurious to any Lot. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which 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 16. Lakes Maintenance and Use. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within Sawgrass Village Office Park or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes shall require the written consent of the Developer and The Players Club Association. The Developer and The Players Club Association shall have the sole and absolute right to control the growth and eradication of

plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Players Club Association or architectural control committee thereof. No gas or diesel driven boat shall be permitted to be operated on any lakes. Portions of the Property which may now or may hereafter be adjacent to a lake (the "Lake Property") shall be maintained by the Owners of such Property to the extent not maintained by the Association and any Common Area embankments shall be maintained by the Association, so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake. The height, grade and contour of such embankments shall not be changed without the prior written consent of The Players Club Association or architectural control committee thereof.

Section 17. No Re-Subdividing. It is specifically understood and agreed that any owner of a Lot, its successors and assigns, shall not plat, replat or subdivide all or any portion of the Lot acquired by such owner without the prior written consent of Developer.

Section 18. Temporary Structures. No temporary buildings, trailers or the like shall be permitted on any Lot except those incident to construction while a building is being constructed on the site. Wherever possible, construction facilities shall be screened from view of all existing buildings in Sawgrass Village.

Section 19. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Association with respect to parties aggrieved by such failure.

Section 20. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Developer and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Developer and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such Owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, but they shall remain in full

force and effect.

X TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest thereon, upon which improvements have not been constructed (and a certificate of occupancy or equivalent authorization issued therefore) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer has waived, in writing, its right to purchase said Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract sale (the "Proposed Contract"). For purposes of this paragraph, a sale or transfer shall include but not be limited to the sale or transfer of in excess of seventy-five percent (75%) of the issued and outstanding stock in a corporation holding title to the Lot or sale or transfer of in excess of seventy-five percent (75%) of the partnership interests in a partnership holding title to the Lot. Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract; and
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of St. Johns County, Florida.

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which improvements have not been constructed (and a certificate of occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article X shall not apply to a transfer or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article X apply to a sale by any such institution

which so acquires title. Neither shall this Article X require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Section 6. Association Parking Approval. The Developer shall have the right but no obligation, to disapprove the sale or lease of a Lot or any portion thereof to an entity whose commercial activity within the Lot would increase or impede the traffic circulation over and above those levels acceptable upon the roadway system serving the Sawgrass Village Office Park as planned by Developer for Sawgrass Village Office Park. If upon receipt of the notice of a proposed transfer the Developer determines that the commercial enterprise of the proposed purchaser, lessee or transferee would increase or impede the traffic circulation requirements over the planned traffic capacity of Sawgrass Village Office Park, the Developer may disapprove such sale or lease, and in such event the sale or lease shall be prohibited and shall not be consummated, even if no right of refusal by the Developer has been exercised. Notice of disapproval by the Developer hereunder shall be delivered by the Developer to the Owner of the Lot within ten (10) days after receipt by the Developer of the notice of proposed transfer.

Each Owner and occupant of a Lot in Sawgrass Village Office Park acknowledges that the roadway system in and available to the Property will be designed for specific levels of traffic flow, and therefore that the provisions of this Section 6 provide a reasonable method to assure adequate for all Lot Owners, and do not constitute an unreasonable restraint upon the alienation of the Lots.

XI RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 1. Golf Easement. Developer reserves for itself, its successors, assigns and designees an easement to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

Section 2. Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, directional markers, project graphics or other public conveniences or utilities, on, in and over any Lot or any area constituting a private street or right-of-way within the property.

Section 3. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Players Club Association may but shall not be required to put drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain

reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 5. Easements for Maintenance Purposes. The Developer reserves for itself, The Players Club Association, their agents, employees, successors or assigns an easement, in, on, over and upon the Property, each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which is to be performed by the Developer or the Players Club Association.

Section 7. Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any property line or easement area, Developer reserves for itself the right to release the Lot from the restriction from which it violated and to grant an exception to permit the encroachment by the structure over the property line, or in the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent lots and the overall appearance of the Property.

**XII "RIGHTS GRANTED BY DEVELOPER"**

Section 1. Sawgrass Village Roadways. Each Owner and their tenants, guests, invitees, employees and all delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the developer or the Players Club Association to serve the property, holders of mortgage liens on any Lot and such other persons as the Developer or the Players Club Association has designated or may from time to time designate shall be granted a non-exclusive and perpetual right of ingress and egress over and upon the entrance road to Sawgrass Village Office Park and over and upon a portion of the entrance road to Sawgrass Village as such entrance road is specifically designated by Developer ("Entrance Road"), subject, however, to the terms and conditions of the Declaration of Covenants and Restrictions for Sawgrass Village recorded in Official Records Book 597, page 750, of the Public Records of St. Johns County, Florida ("Sawgrass Village Declaration"). This Association shall be



obligated to contribute to the cost and expense of maintenance of Entrance Road to be performed by Sawgrass Village Association, Inc., or the Developer. This Association's share of such maintenance costs and expense shall be fifty percent (50%) of the Entrance Road Maintenance as hereinafter defined ("Pro Rata Share") of the total cost of repair, replacement and maintenance of the Entrance Road, landscaped right of way abutting the Entrance Road and entry features and signage visible at the intersection of the Entrance Road and U.S. Highway 1A ("Entrance Road Maintenance").

The Association's Pro Rata Share shall constitute part of the annual assessments and special assessments of the Association. The amount of the Pro Rata Share of the Association payable to Sawgrass Village Association, Inc. shall be based upon the annual budgeted expense for Entrance Road Maintenance, together with special assessments as adopted pursuant to the terms of the Sawgrass Village Declaration for the purpose of Entrance Road Maintenance. Not later than thirty (30) days subsequent to adoption of the annual budget by the Sawgrass Village Association, Inc. and not later than thirty (30) days from the date of adoption of any special assessment by the Sawgrass Village Association, Inc., the Sawgrass Village Association, Inc. shall notify the Association in writing of the Association's Pro Rata Share of Entrance Road Maintenance which notification shall include a copy of the total annual budget of Sawgrass Village Association, Inc. and, in the case of a special assessment, any supporting details demonstrating the necessity of the special assessment as reasonably requested by the Association. The Association shall remit payment for its Pro Rata Share of the costs and expenses of Entrance Road Maintenance on the same basis as the applicable assessment is remitted by the members of the Sawgrass Village Association, Inc. to the Sawgrass Village Association, Inc.

Section 2. Sawgrass Village Office Park Roadways and Parking Areas. Roadways located within the Sawgrass Village Office Park shall constitute part of the Common Area. Certain parking facilities within Sawgrass Village Office Park, to the extent not owned or conveyed as part of a Lot or designated for the exclusive use of a particular Lot Owner to the exclusion of other Owners may constitute Common Area if so designated by Developer. Each Owner and their guests, invitees, all delivery, pick up, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer or the Association, to serve the Property and such other persons as Developer or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress for pedestrian and vehicular access over and across the Sawgrass Village Office Park roadways and Common Area, subject to matters referenced in Article III hereof.

### XIII GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer or the Owner of any Property, their respective legal representatives, heirs, successors and assigns, through June 23, 2011. Upon the expiration of said period, this Declaration shall be extended for successive additional periods unless one-half (1/2) of the total votes of all members of the Association cast at a duly held meeting of the Association vote in favor of terminating this Declaration.

at the expiration of any such extension. The written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President, and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Termination or Confirmation of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association, at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land as enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

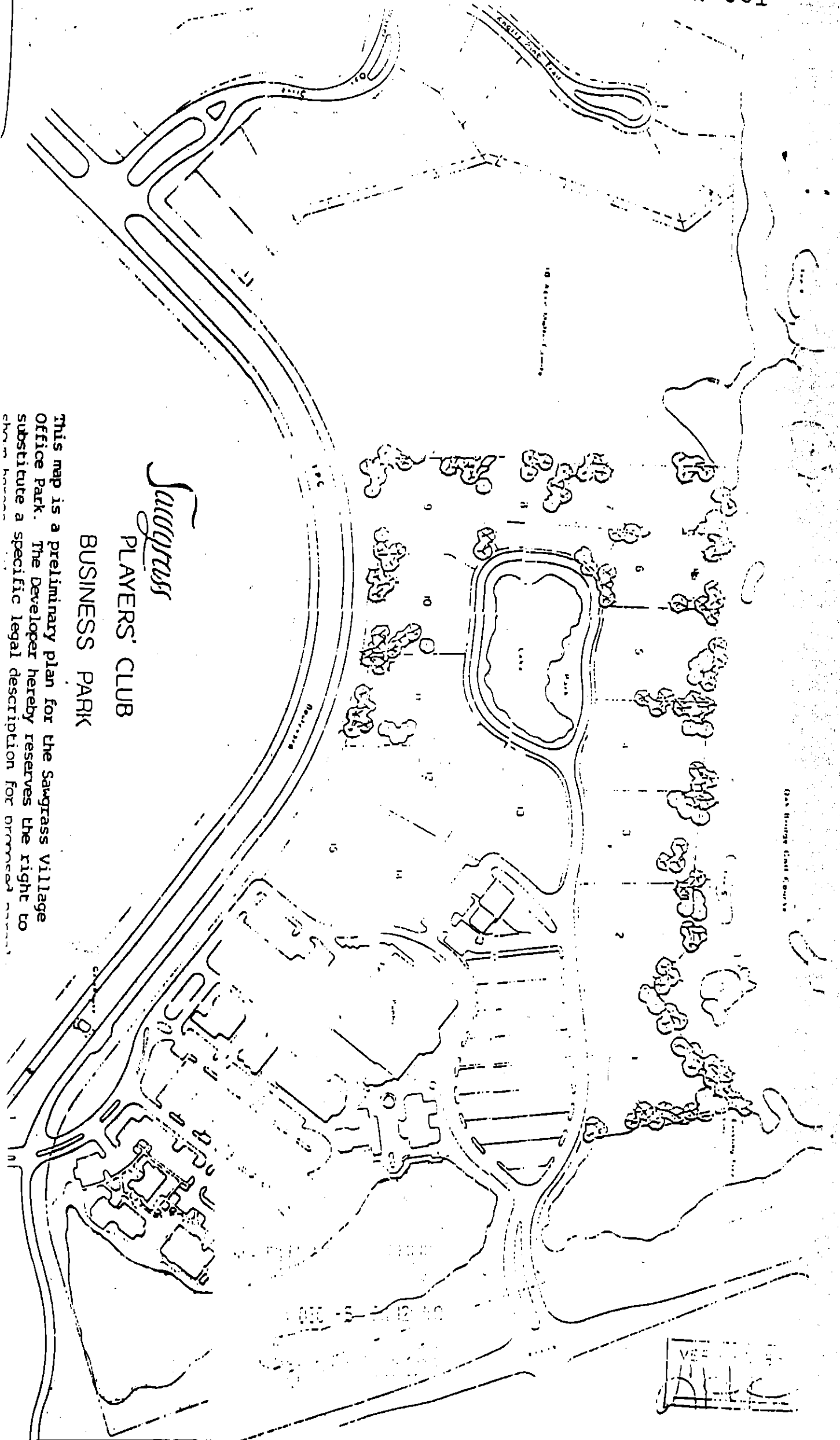
Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publically regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner subject to the provisions of the Bylaws. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. So long as the Developer is the owner of any Lot, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association. Thereafter, this Declaration may be amended only by the approval of seventy-five percent (75%) of the votes of the Association membership; provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or is the owner of any property within the Players Club at Sawgrass as such term is defined in the Declaration of Covenants for the Players Club at

EXHIBIT A

A PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF TPC BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 and 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A (AS NOW ESTABLISHED, AS A 200 FOOT RIGHT OF WAY); THENCE N.00°40'10"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.44 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE N. 03°14'00"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1362.18 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS "OAK BRIDGE GOLF COURSE" EXHIBIT "A" OF OFFICIAL RECORDS VOLUME 579, PAGE 414, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S.86°46'00"W., ALONG THE SOUTHERLY LINE OF SAID LAND DESCRIBED AS "OAK BRIDGE GOLF COURSE", A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING; THENCE S. 16°46'00"W. A DISTANCE OF 23.00 FEET; THENCE S.00°46'00"W. A DISTANCE OF 135.00 FEET; THENCE S.06°14'00"E. A DISTANCE OF 52.00 FEET; THENCE S.11°46'00"W. A DISTANCE OF 74.00 FEET; THENCE S.17°14'00"E. A DISTANCE OF 54.54 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND KNOWN AS LOOP ROAD, SAID LINE BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 372 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.67°35'53"W. AND A CHORD DISTANCE OF 148.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.80°40'00"W. ALONG SAID NORTHERLY LINE OF LOOP ROAD A DISTANCE OF 136.80 FEET; THENCE N.09°20'00"E. A DISTANCE OF 164.25 FEET; THENCE S.63°44'00"E. A DISTANCE OF 48.00 FEET; THENCE N.71°16'00"E. A DISTANCE OF 50.00 FEET; THENCE N.45°16'00"E. A DISTANCE OF 100.00 FEET; THENCE N.74°33'18"E. A DISTANCE OF 111.06 FEET; THENCE S.16°46'00"W. A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.47 ACRES MORE OR LESS.

Together with proposed parcels 1, 2, 3, and 4 as shown on the attached page 2



*Sawgrass*  
 PLAYERS' CLUB  
 BUSINESS PARK

This map is a preliminary plan for the Sawgrass Village Office Park. The Developer hereby reserves the right to substitute a specific legal description for proposed streets shown hereon.

Ditch

DATE

85 10976

EXHIBIT I

674 1018

FINAL  
TMJ/5-9-85

PREPARED BY:  
THOMAS M. JENKS  
PAPPAS, MOORHOUSE & ASSOCIATES  
1901 INDEPENDENT SQUARE  
JACKSONVILLE FLORIDA 32202

FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR SAWGRASS VILLAGE OFFICE PARK

This Amendment to Declaration is made this 20<sup>TH</sup> day  
of MAY, 1985, by ARVIDA CORPORATION, a Delaware  
corporation, hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, Developer has recorded a Declaration of Covenants  
and Restrictions for Sawgrass Village Office Park in Official  
Records Volume 661, Page 478, of the Public Records of St. Johns  
County, Florida ("Declaration"); and

WHEREAS, pursuant to the provisions of Article II, Section  
3, of the Declaration and Exhibit A attached thereto, the  
Declaration may be amended by Developer to add additional lands  
to the scheme of the Declaration and modify the legal  
description originally attached to same.

NOW, THEREFORE, Developer hereby amends the Declaration as  
follows:

1. Exhibit A attached to the Declaration as originally  
recorded is hereby substituted in its entirety for Exhibit A  
attached to this First Amendment. The Developer hereby declares  
that all of the real property described on Exhibit A attached to  
this First Amendment, and any portion thereof, shall be held,  
transferred, sold, conveyed and occupied, subject to all  
covenants, restrictions, easements, charges, liens, and all  
other matters as set forth in the Declaration.

2. Except as specifically amended by this instrument, the  
Declaration shall remain in full force and effect as originally  
recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer,  
has executed this instrument the day and year first above  
written.

signed, sealed, and  
delivered in the  
presence of:

ARVIDA CORPORATION

Sandra H. Britz  
La Tu Walker

By: John C. Yelverton  
John C. Yelverton  
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF St. Johns ) ss

The foregoing instrument was acknowledged before me this 20  
day of May, 1985, by John C. Yelverton, the Vice  
President, of ARVIDA CORPORATION, a Delaware corporation on  
behalf of the corporation.

Sandra H. Britz  
Notary Public, State of Florida  
at Large.

My Commission Expires:

EXHIBIT A

## HEALTHCARE PARCEL

A PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF TPC BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 and 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-I-A (AS NOW ESTABLISHED, AS A 200 FOOT RIGHT OF WAY); THENCE N.00°40'10"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.44 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE N. 03°14'00"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1362.18 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS "OAK BRIDGE GOLF COURSE" EXHIBIT "A" OF OFFICIAL RECORDS VOLUME 579, PAGE 414, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S.86°46'00"W., ALONG THE SOUTHERLY LINE OF SAID LAND DESCRIBED AS "OAK BRIDGE GOLF COURSE", A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING; THENCE S. 16°46'00"W. A DISTANCE OF 23.00 FEET; THENCE S.00°46'00"W. A DISTANCE OF 135.00 FEET; THENCE S.06°14'00"E. A DISTANCE OF 52.00 FEET; THENCE S.11°46'00"W. A DISTANCE OF 74.00 FEET; THENCE S.17°14'00"E. A DISTANCE OF 54.54 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND KNOWN AS LOOP ROAD, SAID LINE BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 372 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.67°35'53"W. AND A CHORD DISTANCE OF 168.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.80°40'00"W., ALONG SAID NORTHERLY LINE OF LOOP ROAD A DISTANCE OF 136.80 FEET; THENCE N.09°20'00"E. A DISTANCE OF 164.25 FEET; THENCE S.83°44'00"E. A DISTANCE OF 48.00 FEET; THENCE N.71°16'00"E. A DISTANCE OF 50.00 FEET; THENCE N.45°16'00"E. A DISTANCE OF 100.00 FEET; THENCE N.74°33'18"E. A DISTANCE OF 111.06 FEET; THENCE S.16°46'00"W. A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.47 ACRES MORE OR LESS.

## EXHIBIT A (continued)

Parcel 1

674 1020

PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46; A PART OF THE SANCHEZ OR  
 ILL GRANT, SECTION 47; ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS  
 COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF  
 REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF  
 P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES  
 52, 53 AND 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA WITH  
 THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A  
 60 FOOT RIGHT OF WAY; THENCE N.00°40'10"E., ALONG SAID WESTERLY RIGHT OF  
 WAY LINE, A DISTANCE OF 161.44 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT  
 OF WAY LINE; THENCE N.03°14'00"W., CONTINUING ALONG SAID WESTERLY RIGHT OF  
 WAY LINE, A DISTANCE OF 649.67 FEET; THENCE S.86°46'00"W. A DISTANCE OF  
 165 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A  
 RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A  
 CHORD BEARING OF N.64°40'10"W. AND A CHORD DISTANCE OF 191.29 FEET TO A  
 POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE  
 CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 372.00 FEET, A CHORD BEARING OF  
 N.58°22'55"W. AND A CHORD DISTANCE OF 282.13 FEET TO THE POINT OF TANGENCY  
 OF SAID CURVE; THENCE N.80°40'00"W. A DISTANCE OF 220.88 FEET TO THE POINT  
 OF BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 233.49 FEET;  
 THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF  
 N.16°04'00"W. AND A CHORD DISTANCE OF 43.95 FEET TO A POINT OF REVERSE  
 CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY  
 HAVING A RADIUS OF 639.09 FEET, A CHORD BEARING OF N.85°27'51"W. AND A CHORD  
 DISTANCE OF 133.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE  
 ARC OF SAID CURVE, A CHORD BEARING OF N.74°44'36"W. AND A CHORD DISTANCE OF  
 114 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC  
 OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1651.03 FEET, A CHORD  
 BEARING OF N.71°53'11"W. AND A CHORD DISTANCE OF 107.27 FEET; THENCE  
 S.7°23'09"E. A DISTANCE OF 238.53 FEET; THENCE S.67°15'06"E. A DISTANCE OF  
 148 FEET; THENCE N.57°37'18"E. A DISTANCE OF 29.96 FEET; THENCE  
 N.4°00'31"W. A DISTANCE OF 242.51 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 1.09 ACRES MORE OR LESS.

## Parcel 2

A PART OF THE SANCHEZ OR HILL GRANT, SECTION 47; A PART OF THE HILL OR FITCH SANCHEZ GRANT, SECTION 48; A PART OF THE CHRISTINA HILL GRANT, SECTION 49; A PART OF THE CHRISTINA HILL OR PITCH GRANT, SECTION 50; ALL IN TOWNSHIP 3 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-1 NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE N.00°40'10"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.44 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT OF WAY LINE; THENCE N.03°14'00"W., CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 849.67 FEET; THENCE S.86°46'00"W., A DISTANCE OF 25.65 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.64°40'10"W. AND A CHORD DISTANCE OF 191.29 FEET TO POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 372.00 FEET, A CHORD BEARING OF N.58°22'55"W. AND A CHORD DISTANCE OF 282.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.80°40'00"W. A DISTANCE OF 220.88 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 233.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.86°04'00"W. AND A CHORD DISTANCE OF 43.95 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 639.09 FEET, A CHORD BEARING OF N.80°44'45"W. AND A CHORD DISTANCE OF 237.78 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1651.03 FEET, A CHORD BEARING OF N.72°47'56"W. AND A CHORD DISTANCE OF 159.81 FEET; THENCE S.14°25'38"W. A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1385.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.71°35'04"E. AND A CHORD DISTANCE OF 192.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.67°35'46"E. A DISTANCE OF 45.16 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.06°37'53"E. AND A CHORD DISTANCE OF 43.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.54°20'00"W. A DISTANCE OF 56.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.48°00'31"W. AND A CHORD DISTANCE OF 110.16 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S.79°15'35"W. AND A CHORD DISTANCE OF 60.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.63°09'52"W. A DISTANCE OF 68 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 806.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.60°29'36"W. AND A CHORD DISTANCE OF 75.16 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 858.04 FEET, A CHORD BEARING OF N.60°05'16"W. AND A CHORD DISTANCE OF 67.84 FEET; THENCE N.23°02'21"E. A DISTANCE OF 176.01 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 918.15 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.73°23'31"E. AND A CHORD DISTANCE OF 69.88 FEET TO THE POINT OF BEGINNING. CONTAINING 1.35 ACRES MORE OR LESS.



## Parcel 3

PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46; A PART OF THE SANCHEZ OR HERE-  
 ANT, SECTION 47; ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,  
 FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REPERENCE  
 HENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF T.P.C.  
 ULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52,  
 AND 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA WITH THE WESTERLY  
 HT OF WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT  
 WAY; THENCE N.00° 40' 10" E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE  
 161.44 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT OF WAY LINE; THENCE  
 03° 14' 00" W., CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF  
 1.67 FEET; THENCE S.86° 46' 00" W. A DISTANCE OF 25.65 FEET TO THE POINT OF  
 VE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE  
 THWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.64° 40' 10" W. AND  
 CHORD DISTANCE OF 191.29 FEET TO A POINT OF REVERSE CURVE; THENCE  
 THWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF  
 .00 FEET, A CHORD BEARING OF N.58° 22' 55" W. AND A CHORD DISTANCE OF 282.11  
 T TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.80° 40' 00" W. A DISTANCE OF  
 .80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.80° 40' 00" W. A DISTANCE  
 84.08 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A  
 IUS OF 233.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A  
 RD BEARING OF N.86° 04' 00" W. AND A CHORD DISTANCE OF 43.95 FEET TO A POINT OF  
 ERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY  
 NG A RADIUS OF 639.09 FEET, A CHORD BEARING OF N.85° 27' 51" W. AND A CHORD  
 ANCE OF 133.66 FEET; THENCE N.14° 00' 31" E. A DISTANCE OF 242.51 FEET; THENCE  
 °37' 18" E. A DISTANCE OF 15.04 FEET; THENCE S.81° 39' 58" E. A DISTANCE OF  
 32 FEET; THENCE S.10° 37' 02" E. A DISTANCE OF 40.00 FEET; THENCE  
 °44' 00" E. A DISTANCE OF 100.00; THENCE S.83° 44' 00" E. A DISTANCE OF 7.00  
 ; THENCE S.09° 20' 00" W. A DISTANCE OF 162.25 FEET TO THE POINT OF BEGINNING.  
 AINING 1.26 ACRES MORE OR LESS.

DECLARATION OF COVENANTS

FOR

THE PLAYERS CLUB AT SAWGRASS

THIS DECLARATION, is made this 24th day of June, A.D., 1981 by ARVIDA CORPORATION, a Delaware corporation, which declare that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to The Sawgrass Players Club Association, Inc., a Florida corporation not for profit, the Charter and Bylaws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Declaration of Covenants for The Players Club at Sawgrass to which the Articles of Incorporation and Bylaws of the Association make reference.

(b) "Declaration" shall mean and refer to this Declaration of Covenants for the The Players Club at Sawgrass as recorded in the public records of St. Johns County as the same may be amended from time to time.

(c) "Developer" shall mean and refer to Arvida Corporation, its successors or assigns.

(d) "The Players Club at Sawgrass" shall mean and refer to the Property as hereinafter defined which constitutes a portion of the real property described in Development of Regional Impact Order issued by the Board of County Commissioners of St. Johns County, Florida, dated July 8, 1975, and Planned Unit Development Ordinance Number 75-15 issued by the Board of County Commissioners of St. Johns County, Florida dated August 19, 1975, as the same may be amended from time to time, and other property which may be administered by the Association from time to time.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Members.

(g) "Property" or "Properties" shall mean and refer to that certain real property as described on Exhibit A attached and such additions thereto as may be made in accordance with the provisions of this Declaration.

(h) "Existing Associations" shall mean and refer to Innlet Beach Units 1 & 5, Inc., Innlet Beach Units 2, 3, 4 Inc., Bermuda Court at Innlet Beach, Inc. and Caballos del

RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA  
BOOK 10, PAGE 498  
2505 BENTLEY SQUARE  
JACKSONVILLE, FLORIDA 32202

APR 20 1981

Mar, Inc. and Innlet Beach Unit 8, Inc., all Florida non-profit corporations.

(i) "Existing Master Associations" shall mean and refer to Innlet Beach Master Association, Inc. and Innlet Beach Master Association II, Inc. both Florida non-profit corporations.

(j) "Master Plan" shall mean and refer to the conceptual plan for the future development of The Players Club at Sawgrass and adjacent properties including portion of the plan of development as approved by the Development of Regional Impact Order dated July 8, 1975, issued by the Board of County Commissioners of St. Johns County, Florida and Planned Unit Development Ordinance Number 75-15 dated August 19, 1975 issued by the Board of County Commissioners of St. Johns County, Florida by St. Johns County, Florida, as the same may be modified from time to time. All references to the Master Plan shall be references to the latest revisions thereof.

(k) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit, townhouse unit, cooperative apartment unit, or apartment unit, title to which is vested in a Class A Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of St. Johns County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings unless such hotel or motel dwelling units have been made subject to independent ownership as separate legally defined units.

(l) "Residential Lot" shall mean and refer to any unimproved parcels of land located within the Property which have been platted into lots for use as sites for single family detached dwellings, townhouse, garden home or patio dwellings, as such lots are described in a final subdivision plat recorded in the public records of St. Johns County, Florida and title to which is vested in a Class A Member of the Association. A parcel of land meeting the above criteria shall be deemed to be unimproved as a Residential Lot until improvements constructed thereon are sufficiently completed for occupancy so as to be defined as Residential Dwelling Unit.

(m) "Commercial Unit" shall mean and refer to any improved portion of the Property intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property and/or the public including but not limited to, business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, automobile parking facilities and gasoline stations, provided, however, that public or commercial units shall not include any of foregoing which constitute Common Area as defined herein. A parcel shall not be deemed to be improved as a Commercial Unit until such time as improvements constructed thereon are sufficiently completed so as to be certified for occupancy by the applicable authorities of St. Johns County, Florida or if such certification is not available, at such time as the im-

provements are substantially completed in accordance with plans and specifications.

(n) "Members" shall mean and refer to the Class A, B and C Members of the Association as defined and described in the Articles of Incorporation of the Association.

(o) "TPA" shall mean and refer to the Tournament Players Association, Inc., a Maryland corporation as the owner of the real property as described in Deed dated February 1, 1979 recorded in Official Records Book 405, page 214 of the public records of St. Johns County, Florida, its successors and assigns.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. John's County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions of Property. Developer shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion of the lands constituting part of the Master Plan, or, originally subject to administration by the Existing Master Associations or the Existing Associations. Developer shall also have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent or contiguous to Property already subjected to this Declaration, (for purposes of this Declaration, property separated by public or private roads, lakes, golf course or open landscaped areas shall be deemed contiguous), (ii) such additional property shall be reasonably consistent with the uniform scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the owner or owners thereof shall become, upon their addition to the Property, subject to assessments for Association expenses.

(b) Withdrawal of Property. Developer shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any Property or Properties owned by Developer, provided that (i) no property shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject to this Declaration shall ever be noncontiguous to at least one other parcel of land subject to this Declaration, (ii) Developer shall consent in writing to such withdrawal.

(c) Other Additions. The Members of the Association may also annex additional lands to the Property upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total voting power of each class of Membership

of the Association, so long as there exists a Class B member, and subsequently the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose and upon obtaining any county or governmental approvals as may be required by law.

(d) Supplementary Declaration: The addition of property to or withdrawal of property from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

(e) Additional Declarations. Developer intends, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions.

(f) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation including but not limited to the Existing Master Associations, its Property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Title To Common Area. The Developer will convey or cause to be conveyed to the Association, at such time as it in its sole discretion deems appropriate, the title to roads, lake bottoms and other Common Areas (exclusive of golf courses, Commercial Units or other areas to be retained by Developer in its sole discretion) which are designated by Developer for the use or benefit of all of the Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record

and for drainage and public utilities; perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, non-exclusive use rights of the members of the Existing Master Associations and such other non-exclusive use rights as may be granted by Developer prior to such conveyance. Any roads, lake bottoms and other areas which are for the primary use and benefit of only the Owners of a particular area may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements Of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles and Bylaws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, in Article VIII and in Article IX hereof.

(g) the rights of the Class C membership in and to the Common Area shall be non-exclusive right of reasonable ingress and egress over and upon the roadways to any Commercial Unit owned by such Class C Member for the benefit of such Class C Member, its invitees, agents, employees, tenants and designees, from publicly dedicated rights of way. Such reasonable means of ingress and egress shall be subject to the reasonable control of the Association for security purposes. Nothing contained in this Declaration shall be construed to grant to a Class C Member or its invitees, agents, employees, tenants or designees the right to use of and access to other Common Areas of the Property, except as is necessary for ingress and egress, unless specifically granted by the Association.

## ARTICLE IV

## PLAYERS CLUB MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, the exercise of architectural control of improvements constructed within the Property and for membership and voting rights in the Association.

## ARTICLE V

## COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot or Commercial Unit (by acceptance of a deed therefor, 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: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose Of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and The Players Club at Sawgrass and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, the cost of road and lake maintenance, security, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment.

(a) Except as hereinafter provided, the annual assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments, and excluding any condominium or other homeowners' association maintenance assessment, shall not exceed Six Hundred and no/100 Dollars (\$600.00) per RDU assessment equivalent, as hereinafter defined, per annum. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

(b) From and after January 1, 1982, the maximum annual assessment will increase each year by an amount equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items United States City Average (1967 = 100) "CPI", issued by the U.S. Bureau of Labor Statistics "CPI", between the first month and the last month of the 12 month period preceeding the month of fixing the annual assessments by the Board of Directors of the Association. If the CPI Index as described shall be discontinued then the applicable increase shall be calculated on the basis of a substantially similar index published by the United States Government. In addition, by the vote of a majority of the members of the Board of Directors of the Association, the maximum amount of the assessment may be increased or decreased from the amount set forth in this Section 3.

Section 4. Rate of Assessments.

(a) The lands to be incorporated within the Property will be developed in stages or phases, and prior to issuance of certificates of occupancy for and conveyance by Developer of substantially all Residential Lots, Residential Dwelling Units, and Commercial Units ultimately to be located within the Property, the Owners of existing Residential Dwelling Units, Residential Lots, and Commercial Units shall bear a proportionately larger share of the annual costs and expenses of operating the Association and the Property than the proportion to be attributable to the proposed residential dwellings, lots and commercial facilities.

(b) The terms Residential Dwelling Units, Residential Lots, Commercial Units and Residential Dwelling Unit equivalents, as such terms are used for computation purposes in this Section 4, shall include properties originally subject to the jurisdiction of the Existing Master Associations but otherwise meeting the criteria of the definitions set forth in Article I of this Declaration. Prior to creation of a number of Residential Dwelling Units, Residential Lots and Commercial Units (together with those originally subject to jurisdiction of the existing Master Associations) equal to 800 RDU assessment equivalents, the annual share of the Sawgrass Players Club Association, Inc. annual budget payable by Owners of Residential Dwelling Units, Residential Lots and Commercial Units shall be calculated in accordance with the following formula:

$$1 \text{ Residential Dwelling Unit ("RDU") assessment equivalent} = \frac{2}{(800 - \text{total RDU assessment equivalents}) + (2 \times \text{total RDU assessment equivalents})}$$

(c) The rate of the annual assessment which shall be levied against the following categories of the Property shall be as follows:



1. A Residential Dwelling Unit shall be assessed an annual assessment amount as established in accordance with Section 4 of this Article equal to one (1) RDU assessment equivalent.

2. A Residential Lot shall be assessed an annual assessment amount as established in accordance with Section 4 of this Article, equal to one half (1/2) of an RDU assessment equivalent.

3. A Commercial Unit shall be assessed an annual assessment amount as established in accordance with Section 4 of this Article equal to one (1) RDU assessment equivalent for each 10,000 square feet of heated and air conditioned space constituting such Commercial Unit. For purposes of this subsection all Commercial Units shall be rounded to the nearest 10,000 square feet for each fraction of such square footage amount; provided that any Commercial Unit less than 10,000 square feet of heated and air conditioned space shall be assessed as one (1) RDU assessment equivalent.

(d) The Class B member shall not be required to pay any annual, regular or special assessment amounts attributable to any portion of the Property owned by Developer, other than Commercial Units; provided, however, the balance of the annual operating expenses of the Association (excluding costs of repairs or replacements) remaining after assessment of and payment of assessments due from Owners other than the Class B Member shall be paid to or on behalf of the Association by the Class B Member. The Class B Member shall be obligated to fund such deficiencies only as they are actually incurred by the Association during such time period. The Class B Member shall cease to pay any portion of the annual operating expenses of the Association under the provisions of this Section 4 after creation of 800 RDU assessment equivalents or December 31, 1988, whichever first occurs. Nothing contained herein shall be construed as a limitation upon the total number of Residential Dwelling Units, Residential Lots and Commercial Units to be constructed within the Property, nor as guaranty of the level of assessment imposed under the provisions of this Section 4. Subsequent to creation of Residential Dwelling Units, Residential Lots and Commercial Units (together with those originally subject to the jurisdiction of the Existing Master Associations) equal to 800 RDU assessment equivalents, the annual budget shall be divided equally by the number of RDU assessment equivalents and the rate of assessment for categories of the Property shall be as provided in subsection (c) above shall apply.

(e) The Owner of any assessable property as to which the assessment category changes during an assessment period or which becomes subject to assessment during an assessment period, shall pay the amount attributable to such new assessment category for the prorated portion of the year remaining subsequent to such change or creation of assessment category.

(f) In the event of a merger or consolidation of the Existing Master Associations, or any other associations with the Association, such additional property administered by the surviving association and subject to differing covenants and restrictions may pay an assessment calculated on a different basis than the assessments provided for in this Declaration or may pay an assessment amount greater to or lesser than that levied against similar Property as described herein. A change in basis or rate of the annual assessments against the Property subject to this Declaration may be effectuated if approved by a vote of seventy-five (75%) percent of the votes of each class of membership of the Association at a duly called meeting of the Association and by the ap-

proval of seventy-five (75%) percent of the votes cast at said meeting by the Members and Owners disproportionately affected by such change in basis; provided, however, the Board of Directors shall have the right to increase the proportion of the Commercial Unit assessments in the event common services or Common Areas, other than the right of ingress and egress over roadways, shall be made available to the Commercial Units from time to time by the Association.

Section 5. Date Of Commencement Of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties Of The Board Of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any property owner's association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property or the Existing Master Associations in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof; the Board may levy special assessments for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;

(b) for additions to the Common Areas;

(c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year;

Such special assessment before being charged must have received the consent of a majority of the votes of each

class of Members who are voting in person or by proxy at a meeting duly called for this purpose; provided however, a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair shall be levied at the discretion of a majority of the Board of Directors. The proportion of each special assessment to be paid by the Owners of each category of Property shall be equal to the respective proportions of the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect Of Non-Payment Of Assessment: The Lien; Remedies Of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination Of The Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit or Residential Lot) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any Property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property or members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another associa-

tion nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association and members of the Existing Master Associations at the discretion of the Board.

## ARTICLE VI

### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit, Residential Lot or Commercial Unit needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by another property owner's association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Maintenance Duties of Other Homeowner Associations or Class C Members. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision properties or other portions of the Property, or any Class C Member, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable Property in a first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association or Class C Member in such respect that the association or Class C Member has refused or failed to act whether against all Property maintained by such association or Class C Member or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association or Class C Member.

Section 3. Assessment Of Cost. The cost of maintenance performed by the Association as provided in Sections 1 and 2 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property 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 VII

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Other than the improvements constructed upon the Property by the Developer, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boat-houses, docks, aeriels, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of the Association, or by the applicable architectural control committee thereof in accordance with the provisions of the Bylaws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. If the Association or the architectural review board thereof shall determine in its sole discretion, that any such improvements will not have an adverse impact upon areas located outside the jurisdiction of such property owners association or will not affect subdivision or condominium buffer areas, subdivision or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association shall be dispositive.

ARTICLE VIII

TPA PROPERTY

Section 1. Maintenance. In addition to all other maintenance duties of the Association, the Association shall become obligated to maintain, keep in good repair and operate lakes which abut the property owned by the TPA as described in Warranty Deed dated February 1, 1979, recorded under Official Records Book 405, page 214 of the public records of St. Johns County, Florida ("TPA Property"), the canal constructed on the perimeter of the TPA Property, and certain improvements which may be built or maintained by Developer for the benefit of the TPA and specifically designated by Developer and the TPA in writing as the maintenance responsibility of the Association. Such improvements shall be maintained in accordance with all laws, rules and regulations, orders and standards of all governmental agencies having jurisdiction over such improvements and in accordance with standards reasonably acceptable to the TPA.

In the event the Association fails to maintain such improvements in accordance with standards established in agreements with the TPA regarding such improvements, and the TPA shall maintain such improvements, all costs and expenses incurred by the TPA in such maintenance shall be fully reimbursed by the Association upon demand or the contribution by the TPA described herein shall be reduced in an amount determined by Developer and the TPA.

Section 2. Assessment Contribution By The TPA.

(a) For the first five (5) year period following the incorporation of the Association the TPA shall contribute to the Association thirty percent (30%) of the costs incurred by the Association in maintaining said lakes and improvements; and

(b) For the sixth (6th) year and all other years following the incorporation of the Association, the TPA shall contribute to the Association twenty percent (20%) of the costs incurred by the Association in maintaining said lakes and improvements; and

(c) Notwithstanding (a) and (b) above, in no event shall TPA be required to contribute to the Association more than \$5,000 per annum.

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(d) Any contribution made to the Association by the TPA pursuant to the provisions of the Restrictive Covenants and Right of First Refusal, as hereinafter defined, shall be applied first in reduction of any deficiency amounts due from Developer to the Association pursuant to Section 4 of Article V of this Declaration.

Section 3. Restricted Property. The Association shall use its best efforts to preserve and enhance the aesthetic features of the real property defined as the "Restricted Property" under "Restrictive Covenants and Right of First Refusal" dated February 1, 1979 and recorded in Official Records Book 405, Page 246 of the public records of St. Johns County, Florida, as amended from time to time. The provisions of this Declaration are subject to certain obligations and restrictions applicable to the TPA Property and Restricted Property defined in the Restrictive Covenants and Right of First Refusal; provided however, to the extent the provisions of the Restrictive Covenants and Right of First Refusal have been modified by Section 1 of this Article VIII, this Declaration shall prevail. The obligations and restrictions defined in the Restrictive Covenants and Right of First Refusal are for the benefit of the TPA. Portions of the Property may be subject to architectural controls by the TPA in addition to any other architectural review requirements established by the Developer and further rights of the TPA as provided in the Restrictive Covenants and Right of First Refusal.

Section 4. Amendments to Restrictive Covenants. The Developer, the Board of Directors of the Association and the TPA may enter into such modifications of the Restrictive Covenants and Right of First Refusal and other agreements related thereto as to which the TPA and the Board of Directors shall mutually agree. The approval and execution of such amendments by the Board of Directors, on behalf of the Association, shall not require the consent or joinder of any Members of the Association, other than the Developer, and shall fully bind all Members of the Association as to the subject matter of such amendments.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Developer or the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the Property with access to publicly dedicated rights of way, including but not limited to Parcel A as designated on plat of Water Oak according to Plat thereof recorded in Plat Book 14, page 51-54 of the public records of St. Johns County, Florida (hereinafter referred to as "roadways"), subject however, to the right of the Developer to install, erect, construct, and maintain utility lines and facilities in the roadways. The Developer and the Association reserve and shall have the unrestricted and absolute right (subject to the easement rights of the TPA) 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 or on any land of the Developer lying adjacent to or near the Property; provided the Developer and the Association shall not deny an owner or mortgage lender the right of ingress and egress to property owned by such owner, or mortgaged in favor of such mortgage lender.

The Developer and the Association shall have the right, to adopt reasonable rules and regulations pertaining

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to use of the roadways and the right but no obligation, from time to time to control and regulate all types of traffic on the roadways. 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 set forth in Article V hereof and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which in the opinion of the Developer or the Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Developer or the Association shall have 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 placed or located on the Property, if the location of the same will, in the judgment and opinion of the Developer or the Association, obstruct the vision of a motorist upon any of the roadways.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located within the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision. In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect. The Developer shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways. In addition the Developer shall have the right to redesignate, relocate or close any other part of the roadways without the consent or joinder of any party so long as the Property or any portion thereof is not denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 2. Easements. Easements may now or hereafter be reserved by the Developer for utility, drainage or other purposes within the Property. The Developer reserves the right to assign any and all easements whether now existing or hereinafter created for installation of utilities or other uses deemed by Developer to be necessary or appropriate for the service of the Property. Any wall, fence, paving, planting or other improvements placed upon and easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Developer, or his assignee at the expense of said Owner. All Owners shall make use of the Property in conformance with the terms and conditions of such easements.

Section 3. Temporary Structures. No temporary buildings; no tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Developer.

Section 4. Nuisances. Nothing shall be done on any portion of the Property which may or become an annoyance or nuisance to Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign. Only one sign shall be permitted by the Association for each building, and no sign shall be approved which is greater than 15 square feet in area (except temporary construction or renting signs).

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled in areas so that they may not be visible from the adjoining properties.

Section 5. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 6. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways without the proper written approval of the Association or architectural control committee thereof. Shoreline contours above or below water may not be changed without the written approval of the Developer and the Association or architectural control committee thereof. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the Property without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront Property, nor shall any boat canal be dug or excavated in any of the waterfront Property without the same being approved by the Association and the Developer. The waters of the various canals and lakes traversing portions of the Property shall be used or navigated only by the Developer or Class A Members of the Association and their designees, lessees or invitees. No gasoline or diesel powered boats of any kind shall be kept or used on waters subject to these restrictions or any waters within the Property or located within the lands adjacent to the Property. Nothing in this paragraph shall apply to Developer in its initial development of the Property or its land surrounding the Property.

Section 7. Drainage. No changes in elevations of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which in the sole opinion of the Developer, shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Developer.

Section 8. Boats and Motor Vehicles. No boat, recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height,



shall be placed, parked or stored upon any areas of the Property designated for residential use unless approved by the Association, 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.

Section 9. Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 10. Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. 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 animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 11. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Association with respect to parties aggrieved by such failure.

Section 12. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Developer and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be born by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer or the Owner of any Property,

their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if one-half (1/2) of the total votes of all Members of the Association cast at a duly held meeting of the Association vote in favor or extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The Developer specifically reserves the right to amend this Declaration or any portion hereof on its own motion from the date hereof until termination of the Class B Membership without the consent or joinder of any party so long as such amendment shall not unreasonably alter or modify the general plan of development for the

Property as set forth in the Master Plan. Thereafter, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by fifty-one percent (51%) of the votes of each class of membership cast at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida. So long as the Developer, as the Class B Member, is entitled to elect a majority of the members of the Board of the Association (i) no amendment to this Declaration shall be effective without the written joinder and consent of the Developer and (ii) any amendment affecting the TPA Property shall be provided to the TPA within 10 days prior to adoption of such amendment and shall be effective only upon the written consent of the TPA. So long as there are any Class C Members of the Association, no amendment shall be adopted affecting the rights of ingress and egress of any Class C Member with the prior written consent of any Class C Member so affected.

Section 8. Affect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. John's County, Florida as provided in Article II hereof. Nothing contained herein shall be deemed to require the Developer to include any of the property constituting part of the Master Plan within this Declaration or subject to any such property to administration by Association and such inclusion shall be at the sole option of Developer.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, neither the Developer 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 relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

#### ARTICLE XI

##### CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Developer hereby reserves unto itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving The Sawgrass Players Club. Developer reserves to itself, its successors and assigns, the right to connect any central telecommunication receiving and distribution system to such source as Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide CATV service in St. Johns County, Florida, for which service Developer, its successors and assigns, shall have the

right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for CATV service to single family residences as from time to time defined by the Code of Laws and Ordinances of St. Johns County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by the undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

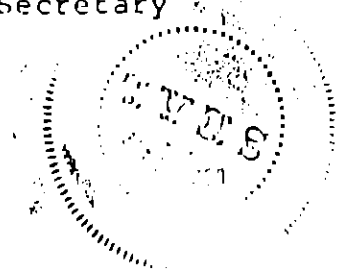
M. Lynn Peppers  
Sherry Smith

ARVIDA CORPORATION

By: Peter S. Rummell  
Peter S. Rummell,  
Vice President

ATTEST:

By: Thomas L. Davis  
Assistant Secretary



STATE OF FLORIDA

COUNTY OF ST JOHN'S

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Peter S. Rummell and Thomas L. Davis, who are the Vice President and Asst. Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, and acknowledged before me that they executed the foregoing Declaration in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 14 day of June, 1981.

M. Lynn Peppers  
Notary Public, State of Florida, at Large.

My commission expires: \_\_\_\_\_

Notary Public, State of Florida at Large  
My Commission Expires Oct. 5, 1984  
Bonded thru Troy Fair Insurance Inc.

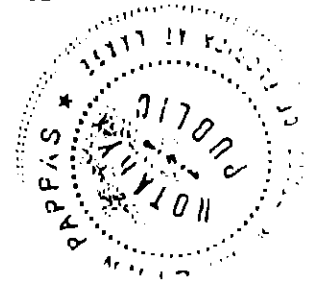


EXHIBIT A

WATER OAK, according to plat thereof recorded in  
Plat Book 14, pages 51-54 of the public records of St. Johns  
County, Florida.

## EXHIBIT E - SIGN INFORMATION

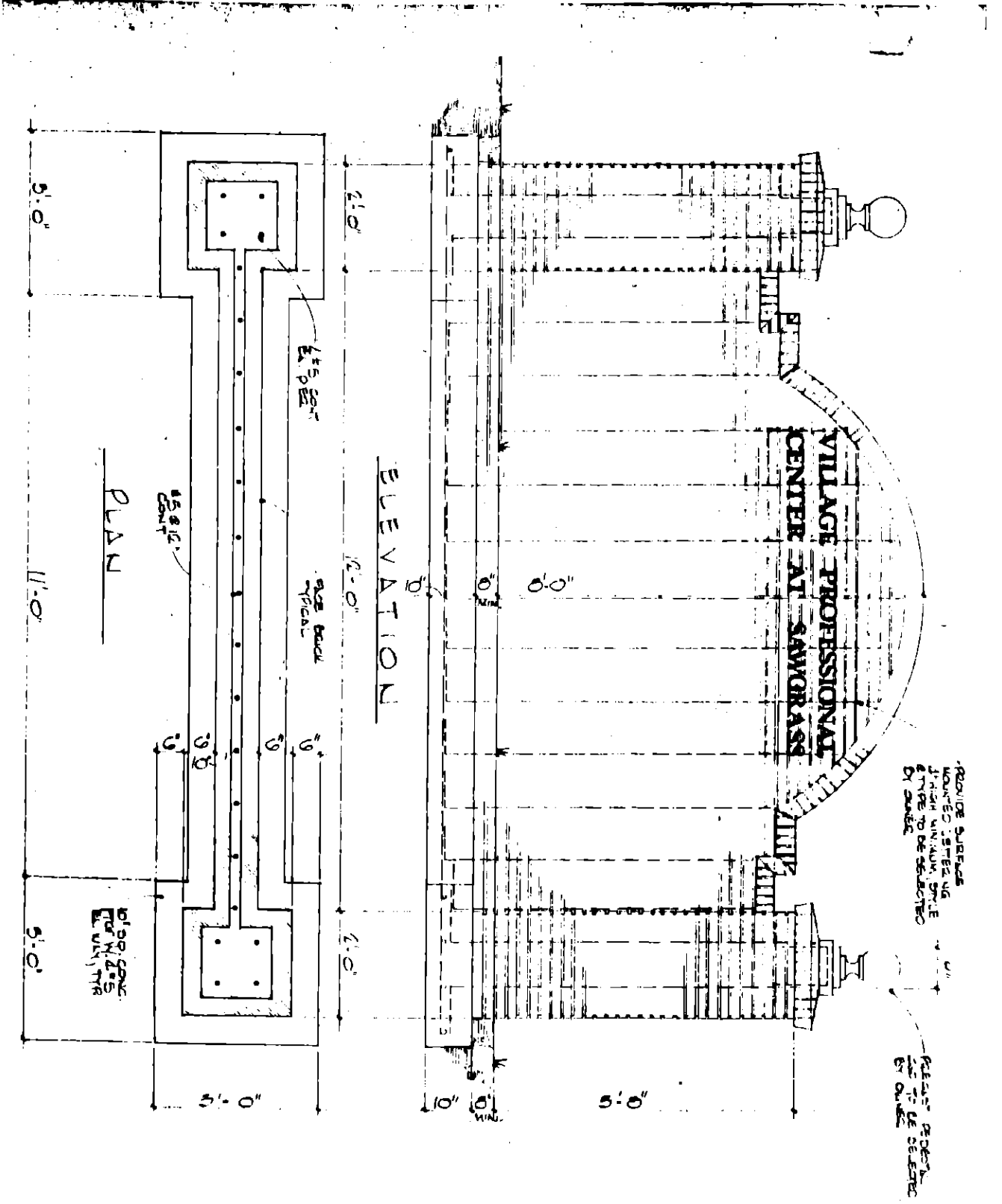
In the enclosed exhibit, please find information regarding sign location, lettering size and details indicating types of signs to be included in the project. Individual tenants may have a sign posted on the building at locations highlighted on sheets A-4 and A-5.

Detail A/A-6 is the detail of the site sign (see attached). This sign meets all requirements for size and setback established by the county. Detail C/A-8 (see attached) is a detail of an enlarged entrance locator pylon as is detail B/A-8 (see attached). The pylon meets county requirements for size. However, as a sign, it does not meet setback requirements. As this sign is only an entrance locator and not the site sign, we request a waiver of the setback requirement for this sign. Detail C/A-8 contains no sign but is only an entrance pylon delineating the entrance to the project.

The maximum size of lettering at any sign will be 6" in height. All letters will be surface mounted. The site sign detailed in A/A-6 will be lighted as shown on sheet E-1, by a ground mounted flood. Lighting for tenant signs at building will be provided by eyeball floods mounted in soffit overhang as highlighted on sheet E-1. All details are contained within this package.

### Temporary Signing

We also plan to install a construction sign, non-lighted, painted, not to exceed 4'x8' in size, to be installed in front of the construction trailer, facing Sawgrass Village Drive.



# SIGN DETAIL

NO SCALE

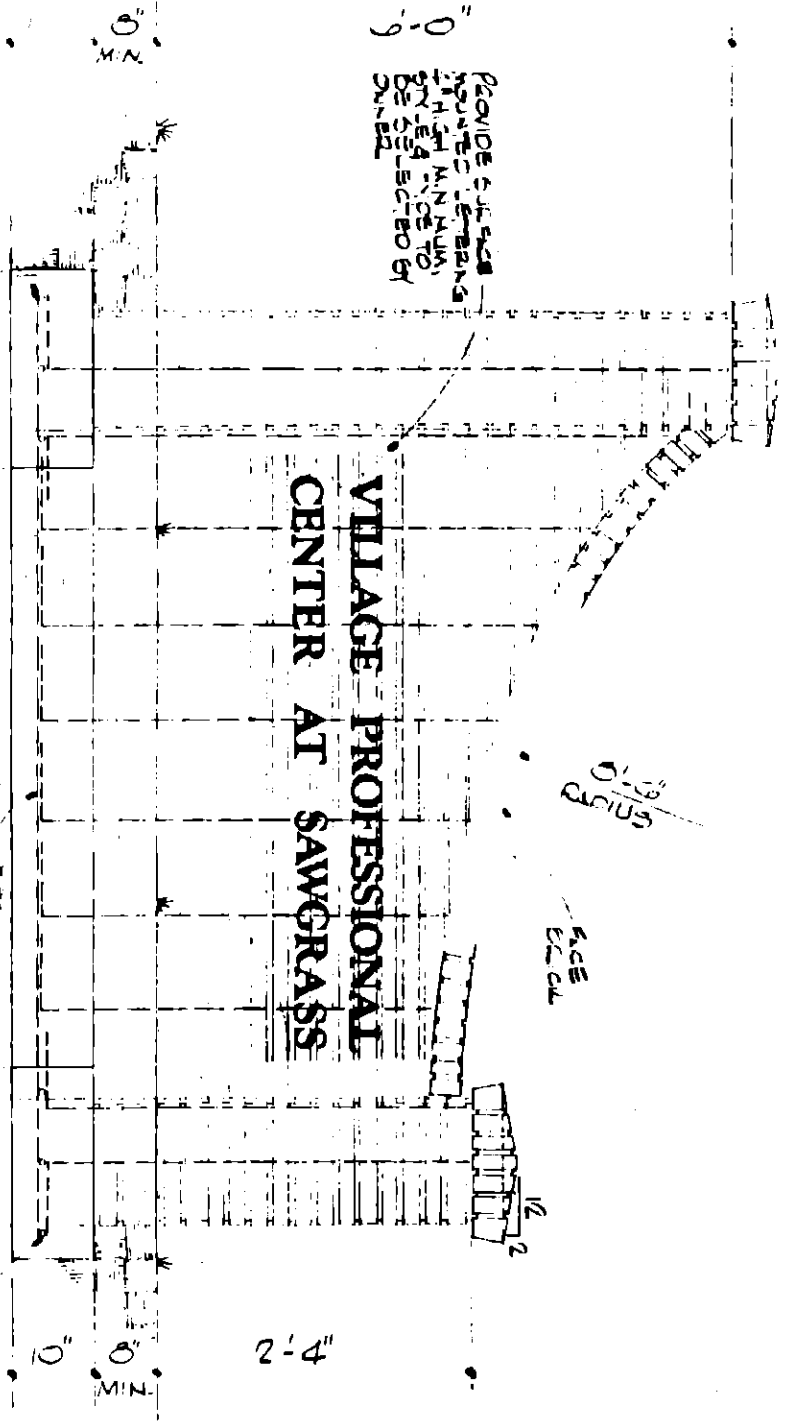


PROVIDE CURB RISE  
HEIGHT MINIMUM  
BY LEAD ANGLE TO  
BE SELECTED BY  
OWNER

ENTRANCE  
RADIUS

FACE  
ECCENT

# VILLAGE PROFESSIONAL CENTER AT SAWGRASS



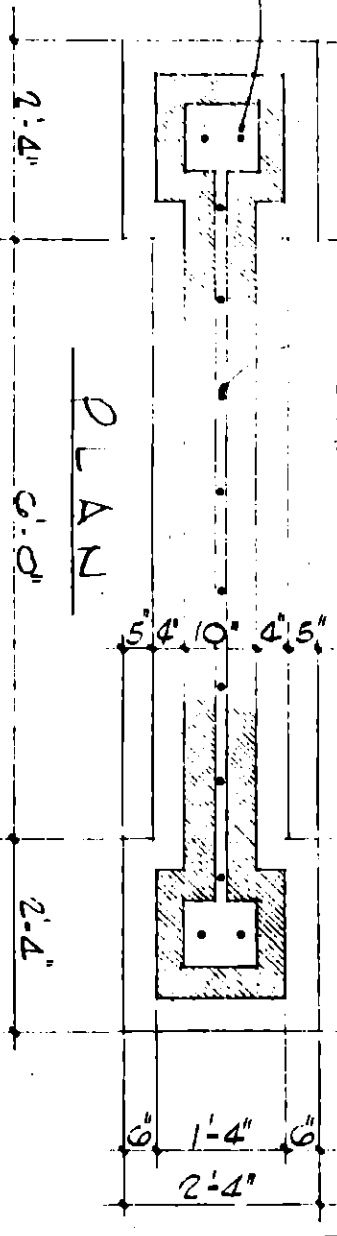
## ELEVATION

5/8\" 2  
CONC.

1/2\" 3/8  
CONC.

5/8\" 2  
CONC.

## PLAN



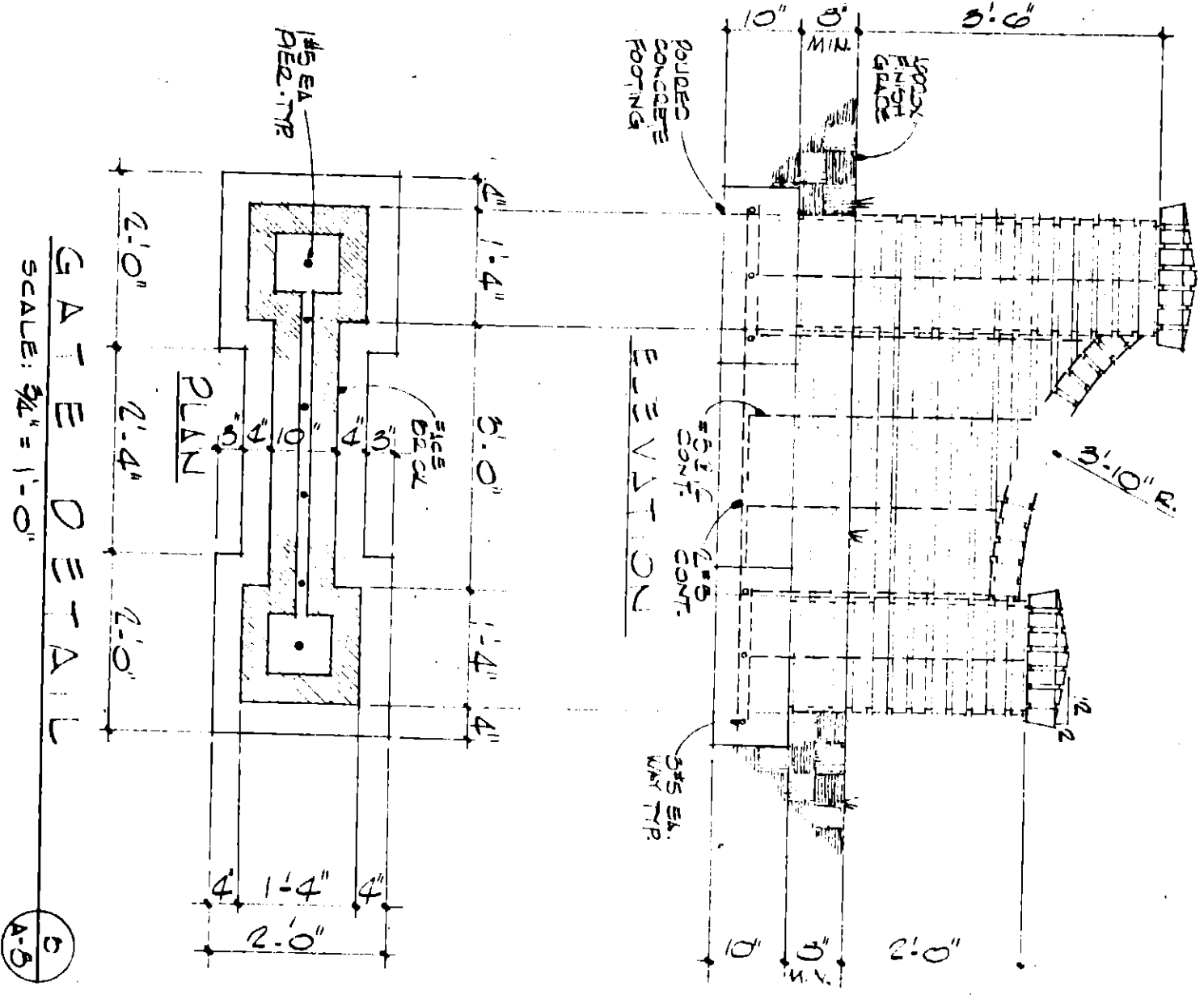
5/8\" 2  
CONC.

# SIGN DETAIL

NO SCALE

(A-8) C





G A T E D E T A I L

SCALE: 3/8" = 1'-0"

5  
A-B

# PROPOSED VILLAGE PROFESSIONAL CENTER

Developer reserves the right to change the configuration of all improvements.

