

RESOLUTION NO: 90-55

RESOLUTION OF THE COUNTY OF ST. JOHNS

STATE OF FLORIDA

APPROVING A FINAL DEVELOPMENT PLAN

FOR: VILLAGE PROFESSIONAL CENTER, PHASE II

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.

Adopted this 13th day of March, 1990.

BOARD OF COUNTY COMMISSIONERS

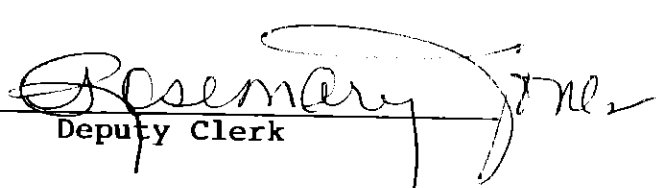
ST. JOHNS COUNTY, FLORIDA

BY

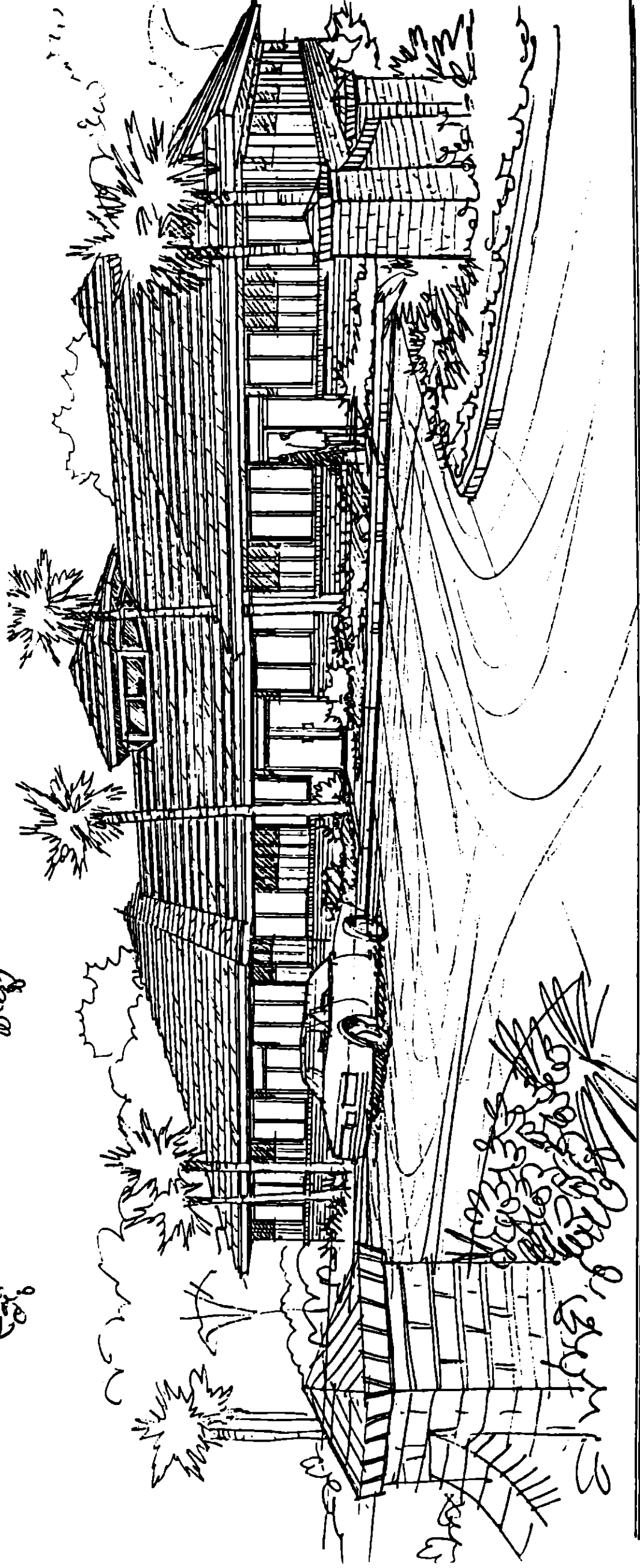

Chairman

Attest: Carl "Bud" Markel, Clerk

By


Deputy Clerk

Handwritten notes:
An open area
for parking
cars



VILLAGE PROFESSIONAL CENTER
AT SAWGRASS
PONTE VEDRA BEACH, FLORIDA

IN ACCORDANCE with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan (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.

Phase II of the Village Professional Center, depicted in (Exhibit A) consists of building #3 which contains 5,354 square feet and building #4 which contains 6,532 square feet. This totals to 11,886 square feet on a lot of 1.17 acres or approximately 50,962 square feet.

There will be a maximum of six (6) tenants in building #3 and a maximum of 8 tenants in building #4.

The occupancy and uses proposed for these buildings will 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, Buyer and any leasing establishment legally affiliated with Buyer may occupy space within the Improvements for rental and management activities related solely to the Improvements.

In addition, we are negotiating with a church group who wish to lease approximately 4000 square feet to provide them with a meeting space for church services. Between 100-125 members will attend services on Sunday during non-conflicting hours with that of our business tenants. Also included in their space will be toilet facilities, two (2) offices and a kitchen area.

We are proposing 61 parking spaces for Phase II (5.1 spaces per 1000 s.f.) along with 51 existing spaces on Phase I. Both Phase I and Phase II will become one property under the same ownership and will no longer exist as two separate properties so that all parking spaces are available to either phase. The overall parking would be 4.95 cars/1000 sq. ft. for all four buildings.

We propose to establish for the purpose of construction supervision, a temporary office trailer as shown in (Exhibit A). This temporary office 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 this facility to one of the proposed new shells, it will be moved. The maximum time period needed for any temporary facility 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 on the drawings. These are lighted by floods mounted within the overhanging soffit. No further signs are provided except stop signs at entrances for traffic control. The signs meet all provisions of the zoning code.

8-4-1 Density of Development

The total ground area is occupied by buildings and structures not exceeding 35% (Actual: 23.3%).

8-4-2 Open Space

The property contains approximately 30% 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. The maximum height of our structure will not exceed 35' in height and the uses have been outlined on page 1 of our text.

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 Circle which is part of the internal circulation system for the Sawgrass Village Shopping Center. Cross traffic will also occur through Phase I of the existing project.

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 Community Facilities

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

9-1-1 Drainage
 General drainage provisions for the site so as to prevent damage to abutting parcels and streets is graphically depicted on Exhibit B.

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 Sawgrass Village and will be in accordance with County specifications. Cross traffic will also occur through Phase I.

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. The one-way exit is 20' wide and exists only over the easement.

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 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 61 vehicles, consistent with County criteria. This provides 5.1 spaces per 1000 S.F.

9-4-1 Off-Street Loading

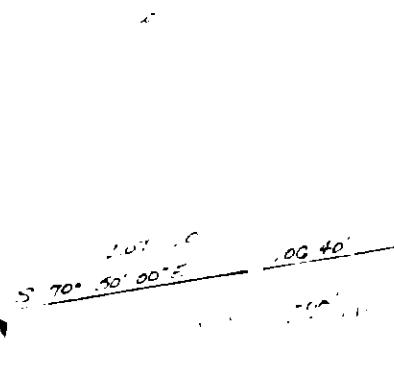
Not Applicable.

- 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.

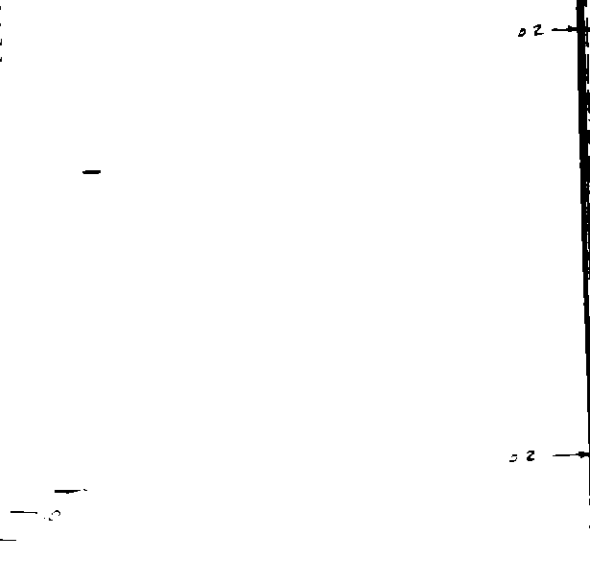
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MAP SHOWING SURVEY OF

A PART OF THE CHRISTINA HILL GRANT, SECTION 50, A PART OF THE CHRISTINA HILL GRANT SECTION 49, AND A PART OF THE SANCHEZ OR HILL GRANT SECTION 47 ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENT 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, PAGE 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY. THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID T.P.C. BOULEVARD THE FOLLOWING FOUR COURSES: 1) N 89° 15' 30" W, A DISTANCE OF 448.10 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A NORTHWESTERLY HAVING A RADIUS OF 320.00 FEET; 2) N 62° 57' 55" W, A CHORD DISTANCE OF 320.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 3) S 18° 25' 40" W, A DISTANCE OF 866.82 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 910.00 FEET; 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET; 5) THENCE S 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 6) S 70° 05' 00" W, A CHORD DISTANCE OF 1177.00 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 1177.00 FEET; 7) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET; 8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 9) N 31° 03' 00" E, A CHORD DISTANCE OF 370.44 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 370.44 FEET; 10) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET; 11) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 12) S 27° 20' 22" W, A CHORD DISTANCE OF 500.00 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 500.00 FEET; 13) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET; 14) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 15) S 67° 11' 00" E, A CHORD DISTANCE OF 417.00 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 417.00 FEET; 16) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET; 17) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING N 44° 53' 17" W, A CHORD DISTANCE OF 249.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 18) S 67° 22' 00" E, A CHORD DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

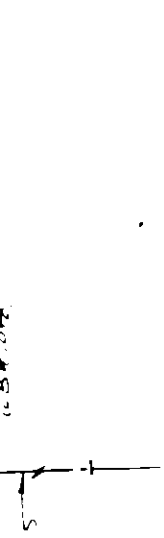


20' EASEMENT FOR UTILITIES PROPOSED
 370.44' CHORD WITH RADIUS 370.44'
 50' EASEMENT FOR UTILITIES PROPOSED
 50' EASEMENT FOR UTILITIES PROPOSED



266.35'
 500.00' W
 LOT 12
 50'
 S 27° 20' 22" W
 CHRISTINA HILL GRANT SECTION 50
 50' EAST

PROPOSED 50' R/W HIGHWAY NOT PAVED
 S 67° 11' 00" E, CHORD = 417.00'
 S 67° 22' 00" E → 100 BC
 S POINT OF BEGINNING
 50' EASEMENT FOR UTILITIES PROPOSED



50'
 500.00' W
 LOT 12
 50'

PLAT OF WATER OAK
 SHOWN EXCEPT AS SHOWN
 AND ALSO 500 YEAR
 OLD

EXHIBIT 'C'

DRAINAGE , WATER RETENTION
AND MAINTENANCE

PAGE # 13 SECTION # 5
PAGES # 15-16 SECTION # 16

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

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

EXHIBIT

" D "

SAWGRASS VILLAGE EXECUTIVE CENTER
ARCHITECTURAL AND CONSTRUCTION CRITERIA
(EXECUTIVE CENTER)

I. DEFINITIONS. For purposes of these rules and regulations, the following terms shall be defined as set forth below:

Tenant: any person(s) or entity leasing or subleasing space within a building located in Sawgrass Village Executive Center.

Ground Lessee: any person(s) or entity leasing or subleasing land located in Sawgrass Village Executive Center.

Owner: any person(s) or entity owning a parcel of land located within Sawgrass Village Executive Center other than (i) the Landlord and (ii) the Developer.

Landlord: Arvida/JMB Partners, its successors and assigns.

Developer: Arvida/JMB Partners, its successors and assigns.

Occupant: Tenants, Ground Lessees, and Owners shall collectively be referred to as Occupants.

Leased Premises: Any leasable building area leased by a Tenant.

Premises: Leased Premises and any occupiable space located on property owned by an Owner or leased by a Ground Lessee.

II. ARCHITECTURAL CRITERIA

A. Building Type. No building shall be erected, altered, placed or permitted to remain on the Premises, except a business or professional office complex of approximately 20,000 square feet, not to exceed forty-six (46) in height. Unless approved by the Developer as to use, location and architectural design, no trash receptacle enclosure, warehouse or storage room may be constructed separate and apart from the commercial facilities nor can any such structure(s) be constructed prior to construction of the commercial facilities.

B. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Developer. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the building is placed on the parcel in its most advantageous position.

C. Exterior Color Plan. The Developer shall have final approval of all exterior color plans and each Owner or Ground Lessee must submit to the Developer prior to initial construction and development upon any parcel a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The Developer shall consider the extent to which the color plan is consistent with the other buildings in Sawgrass Village Executive Center and the extent to which the color plan conforms with the natural color scheme of and for Sawgrass Village Executive Center and retail center and the Players Club at Sawgrass.

D. Setbacks and Plot Coverage:

Type Bldg.	Setback From Street	Setback From Golf Course	Setback From Adjacent Parcel	Setback From Lake
Single Story Less than 6000 SF	25'	25'	25'	As Approved
Single Story from 6000 to 12000 SF	35'	35'	25'	As Approved
Two Story or Single Story More than 12000 SF	40'	40'	30'	As Approved
Three Story*	45'	40'	35'	As Approved

*Setbacks could be increased due to dimensions, etc.

Loading docks are considered part of the building for purposes of setbacks. Loading docks will have screening walls seven feet high. Certain locations of loading docks will not be permitted, i.e., adjacent to streets, golf course, or lakes.

E. Elevations. All building elevations shall conform to the master grading plan and elevations established for Sawgrass Village Executive Center by Developer's engineers which shall be available for inspection of all Occupants at Developer's Construction offices.

F. Building Quality. The Developer shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the Developer. The Developer shall discourage the use of imitation materials for facades and encourage the use of materials such as brick, stone, wood, and stucco, or a combination of the foregoing. Prior to commencement of construction and as part of final plan approval, each Owner or Ground Lessee shall submit exterior building material samples which shall be subject to Developer's approval. Buildings are to be residential in design with exteriors to be stucco, cedar siding or brick or combinations of each. No flat roofs are allowed except to place mechanical equipment. Roofs are to be at least 6/12 pitch and are to be constructed of either wood shakes or standing seam metal (dark brown). Existing buildings of Arvida Reception, Arvida Sales, #4 TPC, and Sawgrass Village retail buildings A & B are examples of acceptable detailing and exterior materials.

G. Signs. No sign of any kind shall be displayed to the public view on any lot except as may be approved as to size, design and otherwise by the Developer and in accordance with the signage criteria attached as Exhibit F.

H. Landscaping. A basic landscaping plan for each parcel will be submitted to and approved by the Developer prior to initial construction and development therein. It shall be the goal of the Developer in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Retention of native trees on each site is mandatory, and a tree survey is required depicting trees 8" or larger and all specimen trees such as holly, magnolia, cedar, fir, etc. A 15

foot landscaped strip (consisting of shrubbery or combination of shrubbery and lawn, with trees permitted in either case) shall be provided on each site adjacent to any and all streets abutting the site, except at the location of driveways. Where an on-site parking area is provided against the facade of a building on the site or the prolongation of such facade, the owner of the site shall plant and maintain between the parking area and the building a five-foot landscaped strip. Also, the owner of each site shall landscape (with grass and/or low shrubbery) the area between all site property lines adjacent to a street or streets and the street curb, excluding, however, any area used as a driveway. Further, the owner of each site shall install and maintain an underground sprinkler system for the purpose of watering all shrubbery and lawn areas, and area between property lines and the street, lakes, golf course, etc. and shall use the sprinklers as necessary for such watering. All landscaped areas and lawns, including but not limited to those required under this paragraph, shall be maintained in good condition by the owner of the site. Included in the drawings and specifications to be submitted to Developer must be a landscape plan sealed by a registered landscape architect showing all proposed landscaping. A ten foot landscaped area will be required on all property lines that are adjacent to other parcels. Landscape treatments of lakes and golf course areas will be of such a nature as to blend into the existing trees, shrubs, and grass. Landscaping will be required to the edge of the water or golf course regardless of location of property line. Any dock or pier should be shown in the landscape plan and upon approval a specific easement will be granted for that use. All landscaping treatments must also meet the requirements of St. Johns County.

I. Removal of Trees. In reviewing building plans, the Developer shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner or Ground Lessee to incorporate them in his landscaping plan. As a result a tree survey will be required clearly indicating which trees will be removed and which trees will remain. No trees of eight (8) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

J. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

K. Drainage Plan. All improvements shall be constructed to conform to the master drainage plan established for Sawgrass Village Executive Center and retail center by Developer's engineers which shall be available for inspection by all Occupants at Developer's construction offices. All water is to be picked up within the owner's parcel and then transferred to the master drainage system. All drainage plans will be approved by the Developer and approval will consist of, but not be limited to:

- (1) Amount
- (2) Outfall point
- (3) Type of system
- (4) Maintenance.

L. Parking. All parking requirements will meet the requirements of St. Johns County zoning and building codes and will be shown on the final development plan. Excessive number of driveways will not be allowed and the flow of traffic must be handled within the Owner's parking area. Under no circumstances

will any parking space be less than 9' x 20'. All parking areas are to be buffered from streets, adjacent building, golf course, and lakes. Some center island landscaping will be required in any parking lot over 20 spaces which is in addition to perimeter buffering.

M. Screening of Roof Objects. Standfans, skylights, air conditioning units, cooling towers, elevator penthouses, vents and other structure or equipment which rises above the roof line shall be architecturally compatible or effectively shielded from view by architecturally sound methods which shall be shown on the plans and specifications submitted to the Developer and subject to approval by the Developer.

N. Screening of Open Storage. No storage of any articles, goods or materials shall be permitted on the property outside any building except with the prior written approval of Developer, who shall have the right, as a condition to any such approval, to impose such limitations and screening requirements as it may deem to be in the best interests of the area. Any such approval may be revoked by Developer if at any time any of such limitations or screening requirements are not complied with.

O. Developer Reports. The Developer's approval or disapproval as required in the foregoing Architectural and Construction Criteria shall be delivered in writing to the parcel Owner or Ground Lessee submitting same, together with a copy of the approved plans and specifications signed by the Owner or Ground Lessee. In the event the Developer fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. Approval by Developer shall not be arbitrarily withheld but disapproval may be based upon purely aesthetic grounds which, in the reasonable discretion of Developer, may seem sufficient.

P. Waiver of Architectural Planning Criteria. The Architectural and Construction Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner and Ground Lessee in Sawgrass Village Executive Center; provided, however, the Developer shall have the express authority to waive any requirement set forth herein if, in its opinion, it deems such waiver in the best interests of the community and the deviation requested is compatible with the character of the Players Club at Sawgrass and Sawgrass Village Executive Center. A waiver shall be evidenced by an instrument signed and executed by the Developer.

EXHIBIT E - SIGN INFORMATION

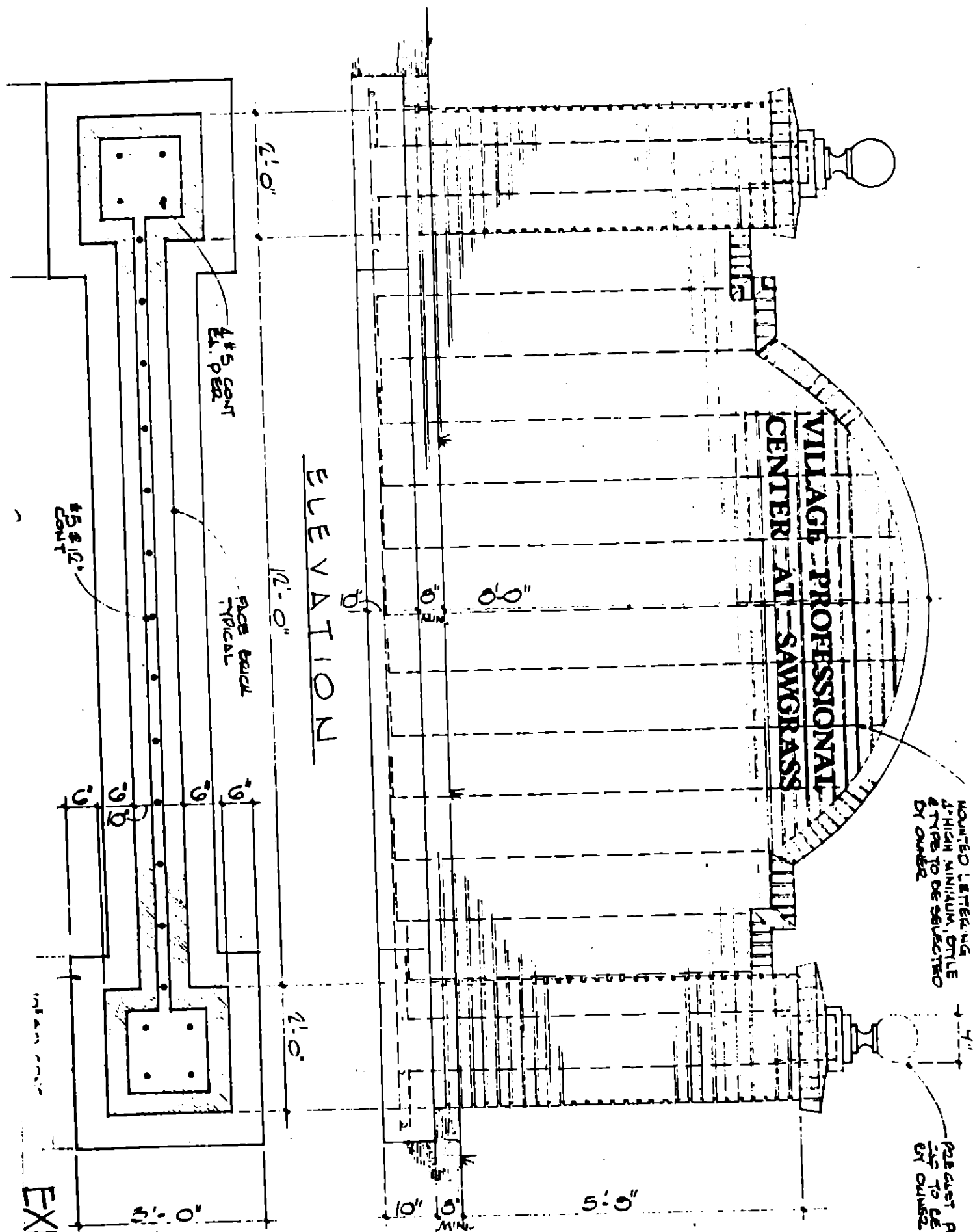
In the enclosed exhibit, please find information regarding sign location, lettering size and details indicating types of signs to be included in the project. Individual tenants may have a sign posted on the building consistent with Phase I signage.

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.

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 by a ground mounted flood. Lighting for tenant signs at building will be provided by eyeball floods mounted in soffit overhang.

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 Circle.



MOUNTED LETTERING
 4" HIGH MINIMUM, DITTO
 & TYPE TO BE SELECTED
 BY OWNER

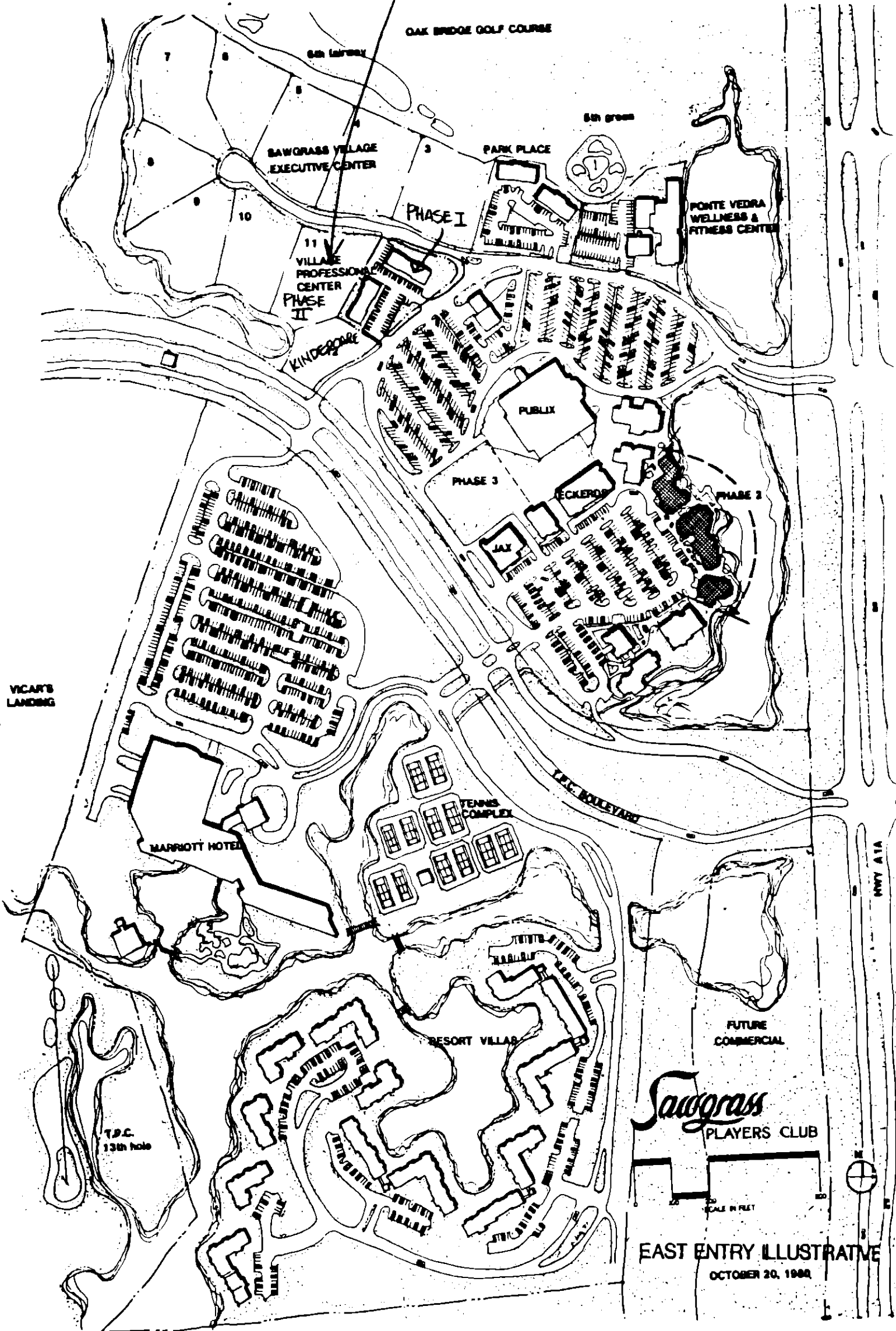
POLYURETHANE
 FINISH TO BE SELECTED
 BY OWNER

ELEVATION

EXHIBIT "E"



PHASE II VILLAGE PROFESSIONAL CENTER



EAST ENTRY ILLUSTRATIVE
OCTOBER 20, 1988