

RESOLUTION NO: 92-12

RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR: Dr. Vail and Dr. Schweim New D.D.S. Offices
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 Dr. Vail and Dr. Schweim 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 Plan attached hereto as Exhibit A-1 and Exhibit A-2 is hereby approved in reliance upon, and in accordance with the representation and statements made in the written submission statement attached hereto as Exhibit B (Submission Statement), Exhibit C (Covenants and Restrictions), and Exhibit D (Standards and Criteria).

SECTION 2. All attachments included herein are incorporated herein and made a part of the adopting Resolution.

SECTION 3. 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 4. 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.

PASSED AND ADOPTED this 14th day of January, 1992.

BOARD OF COUNTY COMMISSIONERS

ST. JOHNS COUNTY, FLA

BY: [Signature]

Chairman

Attest: Carl "Bud" Markel, Its Clerk

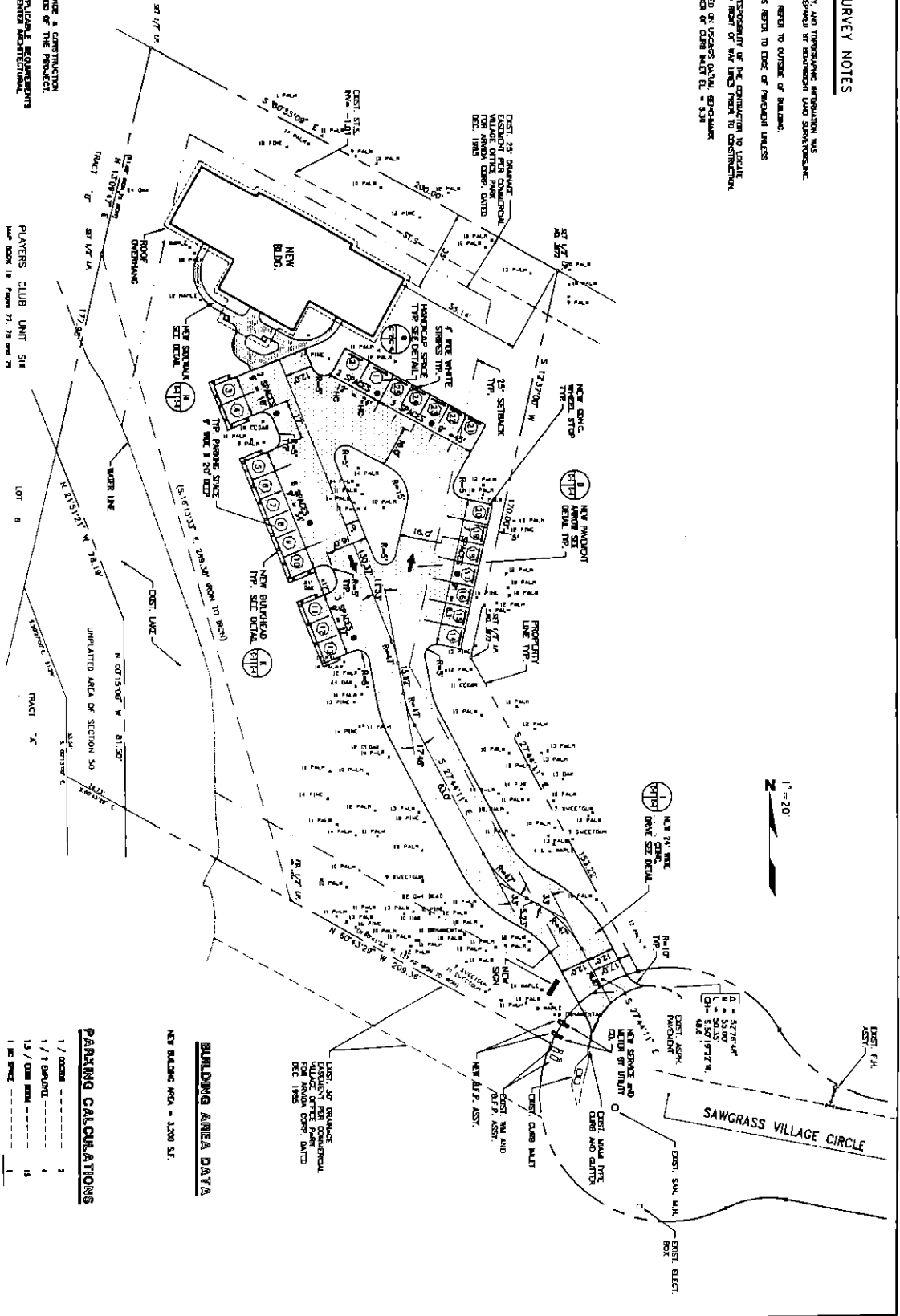
BY: [Signature]

Deputy Clerk

SITE / SURVEY NOTES

- ① DIMENSIONS, NORTH-OF-WAY, AND TOPOGRAPHIC INFORMATION WAS OBTAINED FROM PLANS PREPARED BY ROYALHOLM LAND SURVEYORS, INC.
- ② ALL BUILDING DIMENSIONS REFER TO CORNER OF BUILDING.
- ③ ALL PARKING DIMENSIONS REFER TO CORNER OF PARKING UNLESS OTHERWISE NOTED.
- ④ IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL PROPERTY LINES AND NORTH-OF-WAY LINES PRIOR TO CONSTRUCTION.
- ⑤ ALL DIMENSIONS ARE BASED ON USCAR'S DATUM, SEA-LEVEL 87 FT. OUT AT THE CORNER OF CORN HALL BL. - 538.

NOTE: CONTRACTOR WILL BE REQUIRED TO PROVIDE A CONSTRUCTION TRAILER DURING THE CONSTRUCTION PERIOD OF THE PROJECT. CONTRACTOR SHALL ALSO MEET ALL APPLICABLE REQUIREMENTS OF THE SANGRASS VILLAGE CENTRE INSTRUMENTAL AND CONSTRUCTION SYSTEM.



BUILDING AREA DATA

NEW BUILDING AREA = 2,300 S.F.

PARKING CALCULATIONS

1 / DOOR	2
1 / 7 GARAGE	4
1 / 3 / CHM ROOM	15
1 / 1 / CHM	1
TOTAL SPACES REQUIRED	22
SPACES PROVIDED	22
NET SPACES	1
TOTAL SPACES PROVIDED	23

DATE		DRAWN BY		CHECKED BY		DATE			
<p>EXHIBIT A-1</p> <p>NEW SITE PLAN</p> <p>GEOMETRY, NOTES, AND SITE DATA</p> <p>DR. WAI AND DR. SCHWEIM</p> <p>NEW D.D.S. OFFICES - SAWGRASS VILLAGE</p>				<p>DYER, RIDDLE, MILLS & PRECOURT, INC.</p> <p>ENGINEERS & SURVEYORS - SCIENTISTS & PLANNERS</p> <p>ORLANDO - JACKSONVILLE - MELBOURNE - TAMPA</p>				<p>PROJECT NO.</p> <p>91-386-00</p> <p>DATE</p> <p>OCT. 1991</p> <p>SHEET</p> <p>1 - 25</p> <p>OF</p> <p>2 - 4</p>	

GENERAL NOTES

1. ALL NEW AND EXISTING UTILITIES SHALL BE LOCATED ACCORDING TO THE INDICATED LOCATIONS AND DEPTHS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS REQUIRED TO COMPLETE THIS PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS REQUIRED TO COMPLETE THIS PROJECT.
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WATER AND SEWER NOTES

1. WATER LINES SHALL BE IN A SEPARATE TRENCH FROM SEWER LINES. THE MINIMUM VERTICAL SEPARATION SHALL BE 10 FEET AND A MINIMUM HORIZONTAL SEPARATION OF 1.5 FEET.
2. ALL 8" AND SMALLER WATER DISTRIBUTION PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE.
3. ALL WATER MAINS, FORCE MAINS AND SANITARY SEWERS SHALL HAVE A MINIMUM OF 36 INCHES COVER OVER TOP OF PIPE UNLESS NOTED OTHERWISE.
4. WATER AND SEWER UTILITIES TO ST. JAMES SERVICE COMPANY TEL. 336-2529

PAVING AND DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS REQUIRED TO COMPLETE THIS PROJECT.
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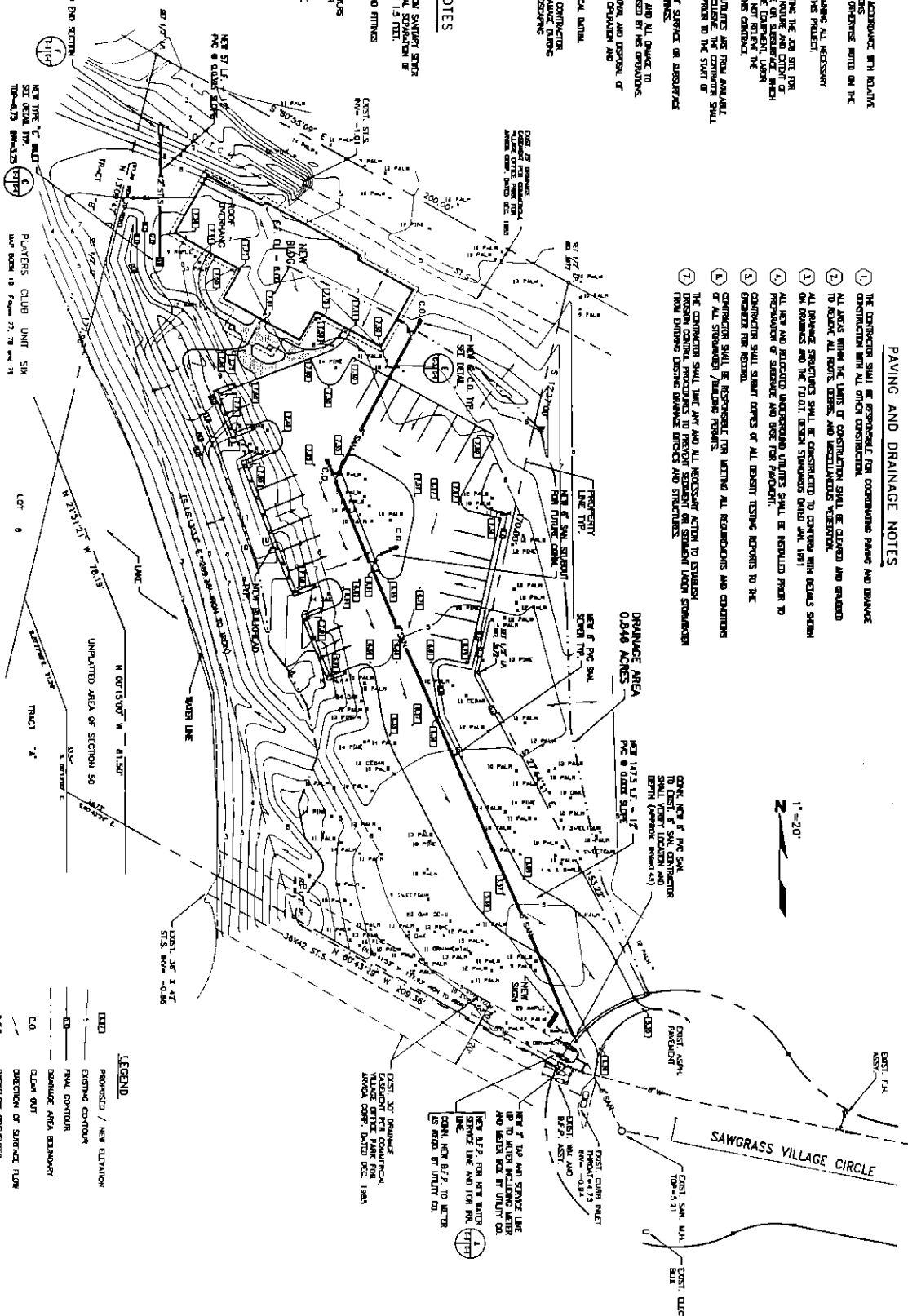


EXHIBIT A-2

LEGEND

PROPOSED / NEW ELEVATION
 EXISTING CONTOUR
 FINAL CONTOUR
 DRAINAGE AREA BOUNDARY
 CLUM OUT
 DIRECTION OF SURFACE FLOW
 B.P. - DIRECTION OF FLOW
 R.R. - DRAINAGE

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	10/21	DR. VAL	DR. SCHMEIN
2	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
3	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
4	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
5	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
6	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
7	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
8	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
9	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN
10	REVISED PER COMMENTS	10/21	DR. VAL	DR. SCHMEIN

DYER, RIDGLE, MILLS & PRECOURT, INC.
 ENGINEERS - SURVEYORS - SCIENTISTS - PLANNERS
 ORLANDO - JACKSONVILLE - MIAMI - TAMPA

NEW SITE PLAN - PAVING, DRAINAGE, WATER AND SEWER
 DR. VAL AND DR. SCHMEIN
 NEW D.D.S. OFFICES - SAWGRASS VILLAGE

PROJECT NO. 91-208-00
 DATE OCT. 1991
 SCALE 1" = 20'
 SHEET 3 OF 4

EXHIBIT "B" TO THE RESOLUTION

SUBMISSION STATEMENT
FINAL DEVELOPMENT PLAN
FOR
A PORTION OF SAWGRASS VILLAGE OFFICE PARK
LOCATED WITHIN A PART OF THE
PUD 75-15 NAMED
PLAYERS CLUB AT SAWGRASS

Submitted October 30, 1991
Revised December 19, 1991

Dr. Vail and Dr. Schweim hereby submit, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the final development plan (the "Final Development Plan") for a portion of the commercial development area within the Players Club at Sawgrass (the "Property"). The Final Development Plan consists of two maps identified as Exhibit A-1 and A-2 to the Resolution, Exhibit "B" to the Resolution, Submission Statement, the Declaration of Covenants and Restrictions for Sawgrass Village Office Park (the "Declaration") identified as Exhibit C to the Resolution, and Exhibit D to the Resolution, Standards and Criteria. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15, and known as Players Club at Sawgrass. The area encompassed by this Final Development Plan is located within the Sawgrass Village Executive Center and is within the area of the PUD identified as "Commercial" which may be developed for uses allowed under the "CG" zoning district regulations. The improvements to be constructed pursuant to this Final Development Plan include an office building of approximately 3,200 square feet for use as business or professional offices. Pursuant to Section 5-8-1(i) of the St. Johns County Zoning Ordinance these uses are permissible within the area designated "Commercial" under the PUD.

Nothing contained in the Declaration shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plat and replats under Section 177.071 of the Florida Statutes). Those sections of the Declaration which are specifically referenced herein in Exhibit C are incorporated by reference in the Final Development Plan, and shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended all other sections of the Declaration. Provided, however, that if

any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration so that the Board of County Commissioners of St. Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

~~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, aerials, 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 8" 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 plant

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 slightly 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

EXHIBIT "D" TO THE RESOLUTION

SECTION 8-4
STANDARDS AND CRITERIA

8-4-1 Density of Development

Since the proposed Final Development Plan includes only commercial buildings this section related to residential use does not apply.

8-4-2 Open Space

This section does not apply to development of commercial buildings.

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

The building setbacks are shown in the Final Development Plan map. Furthermore, all building plans and specifications are to be submitted and approved by the Architectural Review Board of the Sawgrass Village Office Park Associations prior to construction as required by Article VII of the Declaration (Exhibit "C" to the Resolution). This process ensures architectural compatibility of the improvements within the surrounding development.

8-4-4 Project Size

The PUD consists of more than 20 acres of development area.

8-4-5 Support Legal Documents for Open Space

This section does not apply. The Final Development Plan does not contain any open space areas.

8-4-6 Access

Since no single-family dwelling units are included within the Final Development Plan this section does not apply.

Adequate access to the building, however, is provided by a driveway as shown in the Final Development Plan.

8-4-7 Privacy

The property is located entirely within the portion of the PUD designated for commercial use. No fences are required to insure privacy. However, in accordance with the Architectural Review Committee requirements, the berm along the existing lake has been extended to maintain the privacy and integrity of the commercial development.

8-4-8 Community Facilities

- a. No utility serving the development is proposed for dedication to St. Johns County. Subparagraph "a" does not apply.
- b. All requirements for off-street parking and loading (Article 9) are addressed as follows:

9-1-1 Drainage. The drainage plan for the property has been developed so as to prevent damage to adjacent parcels. All new drainage improvements will conform to the master drainage plan established for Sawgrass Village Office Park and will be in accordance with County Specifications.

9-1-2 Separation from Walkway and Street. The off-street parking area doesn't abut any walkways.

9-1-3 Entrance and Exits. The entrance and exit to the property will be through Sawgrass Village Circle which serves the Sawgrass Village Office Park and will be in accordance with County requirements and specifications. Landscaping, curbing or other barriers will be provided along the lot boundaries to control entrance and exit of vehicles or pedestrians.

9-1-4 Interior Drives. The Final Development Plan map shows the interior drive on the Property. A 24-foot wide, two-way traffic drive will be constructed. Ninety (90°) degrees angled parking stalls will be provided.

9-1-5 Marking of Parking Spaces. All spaces will be marked by painted lines separated by landscaped islands as required by this section. Two (2) handicap spaces are provided. Signs or markers will be placed as necessary to insure efficient traffic operation within the parking area.

9-1-6 Lighting. During night hours of operation of the building, lighting in the vicinity of the building and all parking areas will be provided to insure adequate visibility and security. The lighting will be designed and installed to minimize glare on the adjacent properties.

9-1-7 Screening. Section 9-1-7 doesn't apply because the Property is entirely located within the part of the PUD designated for commercial use.

9-2 Location. The required off-street parking spaces will be located upon the same parcel of land they are intended to serve.

9-3-1 Off-Street Parking: Numbers Required. The proposed building is intended to be used as a professional (dentist office) building. Parking calculations are shown on the Final Development Plan map. The required number of parking spaces based on the St. Johns County Zoning Ordinance is 25. This includes two (2) handicap spaces.

9-4-1 Off-Street Loading Requirement. No space has been provided for loading.

- c. The Final Development Plan shows the anticipated traffic flow pattern. Width of driveways are sufficient for service vehicles (fire protection, garbage, etc.). Existing fire hydrant locations serving the property are shown in the Final Development Plan map.
- d. All utilities serving the Property (telephone, water, sewer, power and cable television) will be installed underground. The Final Development Plan map also shows the site grading and proposed surfacing for proper drainage and preventing erosion and formation of dust.
- e. This section doesn't apply because there are no streets within the property.

Additional Criteria and Standards

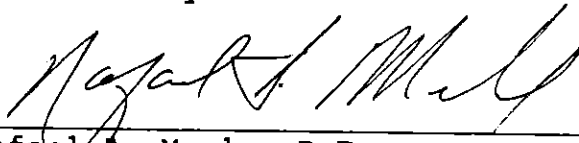
Building Height. The building will be approximately 24 feet in height.

Entry Sign. An entry sign will be provided constructed of wood, stucco and other materials as required and approved by the architectural review board and in accordance with County sign regulations.

Construction Trailer. The contractor will be allowed to have a construction trailer on site during the duration of the project construction. The trailer will

be used as a construction office and to store some construction materials.

Submitted by:

A handwritten signature in cursive script, appearing to read "Rafael A. Morla". The signature is written in dark ink and is positioned above a horizontal line.

Rafael A. Morla, P.E.
Dyer, Riddle, Mills & Precourt, Inc.

Date: October 29, 1991

Revised: December 19, 1991