

RESOLUTION NO : 93 - 123

**RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN**

**FOR: 6000 SAWGRASS VILLAGE CIRCLE
OR: LOT 6, SAWGRASS VILLAGE EXECUTIVE CENTER**

**LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE NUMBER: 75-15**

WHEREAS, the proposed plan of development of the subject parcel in accordance with the Final Development Plan is compatible and consistent with the surrounding existing land uses, such uses being professional office ; the subject parcel is located in an area designated as Commercial under PUD 75-15, as illustrated in the Master Plan/Players Club PUD (PUD 75-15) land use map; undeveloped portions of the surrounding area are designated for commercial/office development under said PUD; the development of the subject parcel in accordance with the Final Development Plan will not cause any inconvenience or hardship to the surrounding landowners and safety of the general neighborhood and the natural environment in this area is not adversely affected;

WHEREAS, the request is consistent with the requirements of Section 8-3-2 of the zoning ordinance and with the requirements of PUD ordinance 75-15 and,

WHEREAS, the request received favorable review and recommendation by the St. Johns County Planning and Zoning Agency at its meeting on June 17, 1993 and,

WHEREAS, the request is consistent with the Comprehensive Plan.

THEREFORE,

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

SECTION 1. Pursuant to a request for approval made by Peter Holliday, Oneida Kirschman and Timothy J. Benner 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, B, C, D and E is hereby approved in reliance upon, and in accordance with the representation and statements made in the written submission statement attached hereto as Exhibit A

(Submission Statement, Standards and Criteria), Exhibit B (Final Development Plan Map), Exhibit C , Exhibit D (Survey and Legal Description) and Exhibit E (Sign Criteria).

SECTION 2. All Exhibits referenced 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. The St. Johns County Building Official is hereby authorized to issue construction permits on the lands defined in Exhibit D in accordance with approved plans, provided all other requirements are met.

PASSED AND ADOPTED this 27th day of July , 1993.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: Linda Balsavage
Chairman

Attest: Carl "Bud" Markel, Its Clerk

BY: Wenne Carter
Deputy Clerk



EXHIBIT A
FINAL DEVELOPMENT PLAN
WRITTEN SUBMISSION STATEMENT, STANDARDS AND CRITERIA

IN ACCORDANCE with the procedure established in Section 8.3, "Implementation of a PUD", the attached Final Development Plan, and the following text regarding compliance with Section 8-4, are submitted for your consideration.

The attached Final Development Plan depicts the information required by the St. Johns Planning and Zoning Agency together with several Exhibits listed below:

Exhibit A - Written Submission Statement, Standards & Criteria

Exhibit B - Final Development Plan Map

Exhibit C - Declaration of Covenants and Restrictions for 6000 Sawgrass Village Circle .

Exhibit D - Survey and Legal Description

Exhibit E - Sign Criteria

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 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, notwithstanding said review and approval. 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. Upon approval of the Final Development Plan an association will be formed to govern, maintain and protect the best interests of the common areas benefiting the office building owners within the development. The Covenants and Restrictions related to said association, attached hereto as Exhibit C, may be modified from time to time by

the governing body of said Association. All common areas governed and owned by the Association shall be defined as the entire subject property, **EXCLUDING** the individual building pads, together with the exterior walls of each building.

Lot 6 (containing approximately 51,366 sq.ft. of land area) within the Sawgrass Village Executive Center (the Subject Property) will consist of three detached buildings containing a maximum of 13,000 square feet of heat and air conditioned space combined. The minimum setback between buildings will be ten (10) feet. The minimum front yard setback will be sixty-five (65) feet, the side setback will be five (5) feet and the minimum rear setback will be twenty-five (25) feet. The maximum height of any building will be 35 feet. The developer has illustrated three future buildings on the site, but requests to retain the flexibility to alter each of the building footprints prior to requesting a building permit, without modifying or resubmitting the Final Development Plan. The developer will not increase the cumulative size of the buildings, but wishes to retain the right to alter the configuration and/or footprint of each building, so long as the total square footage of the three buildings does not exceed 13,000 square feet. The occupancy and uses proposed for these buildings will be solely for professional office and/or medical uses.

We are providing 42 parking spaces for the development to provide adequate parking for the proposed development of the three proposed buildings. All horizontal improvements submitted to the Public Works Department, including but not limited to the parking lot, sewer, water and electric, will be completed prior to the completion of the first building on the site. Each of the three buildings may have separate and/or multiple ownership.

We will establish for the purpose of construction supervision, a temporary office trailer during construction activity only. This temporary office will be maintained at the site throughout the course of construction. At such time as it is practical to relocate this facility to one of the proposed new buildings, it will be moved. The maximum time period needed for any temporary facility for each building should be one year. The location of the nearest fire hydrant is illustrated on Exhibit B. Sign details and lighting information are included in Exhibit E.

A lighted site sign will be provided at the southeast corner of the project. A flood light will be located in the planting bed surrounding the sign. Further lighted signs will be provided on the face of the buildings similar to other office buildings within the Sawgrass Village Executive Center. These signs will be lighted by flood lights 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.

**SECTION 8-4
STANDARDS AND CRITERIA**

P. U. D. OFF. REC.
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8-4-1 Density of Development

The total ground area covered by the three buildings will not exceed 35%. A summary of the impervious area follows:

Parking Area - .4117 acre

Building Area - .2675 acre

Total Impervious area .6792 acre

.6792 acre Impervious/1.1792 total acres = 58% Impervious.

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

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 may be two stories and the uses are professional office and/or medical office. All improvements to be constructed on the property will be subject to Arvida/JMB architectural review. This process ensures architectural compatibility of the improvements within the surrounding development.

8-4-4 Project Size

The Player's Club at Sawgrass/Caballos Del Mar (DRI) PUD Ord. No. 7515 consists of more than 20 acres. This Final Development Plan represents approximately 1.18 acres within the referenced PUD.

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, as defined in Section 8-4-2.

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. Appropriate access easements are in place.

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

The site plan reflects off-street parking to accommodate 42 vehicles, consistent with County criteria. See Exhibit B.

9-4-1 Off-Street Loading

Not Applicable.

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SIGN INFORMATION

The project signage will conform to the existing Sawgrass Village Sign Criteria (copy attached as Exhibit E), as previously approved by St. Johns County. Individual tenants may have a sign posted on the building consistent with other sand blasted, wood routed signage within Sawgrass Village. 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. The project entry sign will be lighted by a ground mounted flood and located within the island at the entry of the project (as illustrated on Exhibit B), fronting Sawgrass Village Circle. The project entry sign will conform with the others within the Sawgrass Village Executive Center and have a maximum size of eight feet high by twelve feet wide. Lighting for tenant signs at the proposed buildings will be provided by eyeball floods mounted in the soffit overhang.

Temporary Signage

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.

9-1-3 Entrances and Exits

The entrance and exit to the property will be provided by Sawgrass Village Circle, an existing private road. The location and design of the access road and driveways will be in accordance with County specifications and are illustrated on Exhibit B.

9-1-4 Interior Drives

As shown on Exhibit B, interior drives within the off-street parking area on the Property will be a minimum of 16.50 feet wide, thus facilitating one-way traffic and 60 degree angle parking.

9-1-5 Marking of Parking Spaces

Exhibit B illustrates 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 illustrated on Exhibit B.

9-1-6 Lighting

Lighting within the parking areas will be consistent with St. Johns County Standards and criteria contained in the Sawgrass Village Executive Center Covenants and Restrictions.

9-1-7 Screening

Proposed improvements are separated from adjoining land uses by a landscaped setback area, providing a buffer. The exterior perimeter of each building shall be landscaped to screen and/or soften the appearance of the buildings. The view between the future buildings and the golf course will be sodded and landscaped, but the views of the golf course will be preserved, the same as all other existing buildings on the golf course. General landscape requirements of St. Johns County will be met.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve. See Exhibit B.

8-4-7 Privacy

Front, side and rear setbacks, together with the landscaping will provide buffer areas and provide protection and aesthetically enhance the Property. Architectural controls are contained in the Covenants and Restrictions for the Sawgrass Village Executive Center, which apply to this development.

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:*
- 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 utilities serving the Property will be installed to County specifications and underground.*
- e. *Specification for the driveway and parking areas will conform to County criteria contained within the St. Johns County Paving and Drainage Ordinance 86-4.*

9-1-1 Drainage

The drainage for the site is directed to three areas of collection. Two of these storm drainage catch basins are located within the parking lot. The third collection point is in the street at an existing catch basin.

9-1-2 Separation from Walkway and Street

Parking spaces will be physically separated from walkways with curbs and walks. The appropriate buffers are illustrated on the site plan.

Exhibit C

P. U. D. OFF. REC.
BOOK E PAGE 279

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
6000 SAWGRASS VILLAGE CIRCLE

THIS DECLARATION, is made effective the _____ day of _____ A.D., 1993, by **TIMOTHY J. BENNER, ONEITA KIRSCHMAN, and PETER HOLLIDAY**, as tenants in common (together, the "Developer") who hereby declare that the real property described in Exhibit A attached hereto (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 6000 Sawgrass Village Circle Association Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions for the Property 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 6000 Sawgrass Village Circle as recorded in the public records of St. Johns County and as the same may be amended from time to time.

(c) "Developer" shall mean and refer to Timothy J. Benner, Oneita Kirschman and Peter Holliday, and their respective successors or assigns, if any such successor or assign acquires the undeveloped portion of 6000 Sawgrass Village Circle from the Developer for the purpose of development and is designated as such by Developer or any other successor or assign specifically designated as such by Developer.

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

(e) "6000 Sawgrass Village Circle" or "Property" shall mean and refer to that certain real property as described on Exhibit A attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

(f) "Building Parcel" shall mean and refer to any parcel of property in 6000 Sawgrass Village Circle, together with any and all improvements thereon, if any, as designated for development by Developer in accordance with the Developer's plan of development for the Property, as the same may be modified by Developer from time to time in its sole discretion, on which an industrial office, research, or other structure could be constructed whether or not one has been constructed.

(g) "Improved Building Parcel" shall mean and refer to any Building Parcel which has been improved with a structure for which a Certificate of Occupancy has been issued by St. Johns County Florida.

(h) "Unimproved Building Parcel" shall mean and refer to any Building Parcel 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 Property 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, but excluding any real or personal property constituting common area of the Sawgrass Village Executive Center Association or Players Club Association, as hereinafter defined. The use of the Common Area shall be restricted to entry features, directional graphic systems, drainage, roads, parking, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede. Real property and improvements located therein may be added to or deleted from the Common Area as provided in Article II hereof.

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. Use Restrictions. The Developer shall be entitled at any time and from time to time to file use restrictions and/or amendments hereto with respect to any undeveloped portion of portions of the Property.

Sections 3. Additions or Withdrawal of Property. At any time or from time to time, Developer may, but shall have no obligation, to add to or withdraw from the scheme of this Declaration, lands and improvements owned by the Developer and located within the Sawgrass Village Executive Center, as hereinafter defined.

Developer's right to so add or withdraw land shall be subject only to the requirements 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 by the Developer as Common Area of the Association, 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 the majority of the members of the Association will be necessary. At such time as the Developer no longer owns any Building Parcels, the Association may withdraw from the scheme of this Declaration, lands and improvements constituting Common Area, upon the affirmative vote of the majority of the Board of Directors of the Association. 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 the Property or any portion thereof. 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

Section 2. Voting. Voting rights in the Association shall be as set forth in the Articles of Incorporation of the Association.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Personal Obligation of Assessments. The Developer, for each Building Parcel owned by it within the Property hereby covenants, and each Owner of any Building Parcel (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 hereafter provided. All such assessments, together with interest thereon as provided in Section 8 hereof and costs of collection thereof (including attorneys' fees), shall be a charge on the Building Parcel(s) and shall be a continuing lien upon the Building Parcel(s) against which each such assessment is made and shall also 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 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 health, safety, and welfare of the Owners of the Property within the Property 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 parking and access area maintenance, 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 Improved Building Parcel assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments shall not exceed \$2,500.00 per annum for each 1,000 square feet of heated and air conditioned ("HVAC") space located on each Building Parcel or fraction thereof rounded up to the nearest one hundred square feet. 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

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, the SVEC Declaration and the Players Club Declaration;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association parcel; and

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

Section 2. Maintenance of Common Area. The Association shall at all times be responsible for the maintenance of the Common Area and any other portions of the Property which are not included within the boundaries of the Building Parcels. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the Common Area. The Common Area shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, improper irrigation, all in a manner or with such frequency as is consistent with good property management. All paved surfaces, parking space striping, curbs, and sidewalks shall likewise be maintained by the Association at all times in a neat and attractive manner.

IV. 6000 SAWGRASS VILLAGE CIRCLE ASSOCIATION, INC. MAINTENANCE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Building Parcel, 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 Building Parcel which is subject to assessment.

Section 2. Voting. Voting rights in the Association shall be as set forth in the Articles of Incorporation of the Association.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Personal Obligation of Assessments. The Developer, for each Building Parcel owned by it within the Property hereby covenants, and each Owner of any Building Parcel (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 hereafter provided. All such assessments, together with interest thereon as provided in Section 8 hereof and costs of collection thereof (including attorneys' fees), shall be a charge on the Building Parcel(s) and shall be a continuing lien upon the Building Parcel(s) against which each such assessment is made and shall also 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 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 health, safety, and welfare of the Owners of the Property within the Property 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 parking and access area maintenance, 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 Improved Building Parcel assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments, shall not exceed \$2,500.00 per annum for each 1,000 square feet of heated and air conditioned ("HVAC") space located on each Building Parcel or fraction thereof rounded up to the nearest one hundred square feet. 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, 1994, 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 are 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. 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 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 Building Parcels and Unimproved Building Parcels.

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

Improved Building Parcels Share =

$$\frac{\text{Total HVAC Square Footage Attributable to All Building Parcels}}{\text{Total Maximum HVAC Square footage Authorized by St. Johns Count for Property}}$$

All fractional square footage shall be rounded to the nearest 100 sq.ft. for Purposes of the foregoing computations.

(b) The balance, if any, of the annual operating budget of the Association being the portion thereof attributable to Unimproved Building Parcels, shall be allocated equally among all Unimproved Building Parcels.

(c) All regular and special assessments shall be at a uniform per square foot rate for Improved Building Parcels and at a uniform rate for Unimproved Building Parcels. From and after such time as all Building Parcels within the Property shall constitute Improved Building Parcels, all regular and special assessments shall be at a per square foot uniform rate for each Building Parcel in the Property.

(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 this 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 the month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in period 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 the SVEC Association and the Players Club Association 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 the installation of capital improvements such as security card gates systems and master graphics and signage for the Property;

(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 Board of Directors of the Association and shall be apportioned among the Building Parcels in the same manner as usual assessments.

Section 8. Effect of Non-Payment of Assessment; The Lien Remedies of Association. The lien of the Association upon a Building Parcel 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 Building Parcel or legally definable portion thereof, 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 Building Parcel(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

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 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 association or real estate investment trust or similar lender. 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. 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 Building Parcel 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. Assessment of Costs. The cost of maintenance performed by the Association as provided in Section 1 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, benefiting from same. The assessment shall be apportioned among the Building Parcel(s) involved by the Board of Directors, as the Board 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 Building Parcel 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 3. 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, 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.

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 Building Parcel. 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 may 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 there of 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 oak. 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 Building Parcel, 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. SVEC Association and Players Club Association. There are additional associations to which Owners of Building Parcels in the Property will become members automatically upon the acceptance of a deed to a Building Parcel. 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 identified in 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 (the "Players Club Declaration"). The Sawgrass Village Executive Center Association, Inc. (the "SVEC Association"), represents owners of property within the Sawgrass Village Executive Center and its members are those persons identified by its articles of incorporation and bylaws. The SVEC Association, acting through its Board of Directors, shall have certain powers, rights, and duties with respect to the Property and with respect to the Sawgrass Village Executive Center, all as more particularly set forth in the Declaration of Covenants and Restrictions for Sawgrass Village Office Park and exhibits thereto as recorded in Official Records Book 661 at page 478, of the public records of St. Johns County, Florida, as the same may be amended from time to time (the "SVEC Declaration").

Section 2. Lien rights. The SVEC Association and the Players Club Association are each entitled to a lien upon a Building Parcel

for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of their respective maintenance, operation and management responsibilities as described in the SVEC Declaration and the Players Club Declaration.

Section 3. Architectural Review. The SVEC Association and the Players Club Association also have the right to approve any and all improvements constructed upon the Property under the architectural review powers set forth in the SVEC Declaration and the Players Club Declaration.

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, the SVEC Association 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, including costs of collection, shall be reimbursed by the Association upon demand and shall constitute the personal obligation of each Building Parcel Owner, calculated between Building Parcels on the same basis as assessments provided in Article V hereof and shall be secured by a lien imposed upon each Building Parcel within the Property which may be foreclosed by the SVEC Association, or the Players Club Association or the Developer in the manner of a mechanics lien.

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. 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 4. 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 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 5. 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 6. 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 7. Parking. Parking within the Property shall be allowed only in designated parking areas. In the event that certain parking facilities within the Property 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 Building Parcel or Parcel(s); provided that such assignment shall not reduce the parking spaces available to any remaining Building Parcel(s) below the minimum

parking requirements under the applicable regulations of St. Johns County.

Section 8. Signs, Lighting and Landscaping. Sign materials, sign locator, and sign lighting within the project and exterior lighting and landscaping upon any Building Parcel 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 9. 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 10. Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance. The Association shall from time to time observe Building Parcel maintenance and if not satisfied with the level of maintenance on a Building Parcel, 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 reasonably acceptable 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 VI hereof.

Section 11. 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 12. 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 Building Parcel. Nothing shall be done or maintained on any Building Parcel 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 13. No Re-Subdividing. It is specifically understood and agreed that any Owner of a Building Parcel, its successors and assigns, shall not plat, replat or subdivide all or any portion of the Building Parcel acquired by such owner without the prior written consent of Developer.

Section 14. Temporary Structures. No temporary buildings, trailers or the like shall be permitted on any Building Parcel 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 15. 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 16. 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 BUILDING PARCELS

Section 1. Developer's Right of First Refusal. No Building Parcel, and no interest therein, 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 Building Parcel shall have first offered to sell such Building Parcel to Developer and Developer has waived, in writing, its right to purchase said Building Parcel.

Section 2. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Building Parcel 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 Building Parcel or sale or transfer of in excess of seventy-five percent (75%) of the partnership interests in a partnership holding title to the Building Parcel. 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 Building Parcel 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 to 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 Building Parcel, 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 association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Building Parcel concerned, and this shall be so whether the title is acquired by deed from the mortgage 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 Building Parcel 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. Approval of Parking Capacity. The Developer shall have the right but no obligation, to disapprove the sale or lease of a Building Parcel or any portion thereof to an entity whose commercial activity within the Building Parcel would increase or impede the parking capacity over and above those levels contemplated by the parking facilities constructed or to be constructed within the Property. 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 parking capacity of the Property, 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 Building Parcel within ten (10) days after receipt by the Developer of the notice of proposed transfer.

Each Owner and occupant of a Building Parcel in the Property acknowledges that the parking facilities available to the Property will be designed for specific levels of traffic, and therefore that the provisions of this Section 6 provide a reasonable method to assure adequate capacity for all Building Parcel Owners, and do not constitute an unreasonable restraint upon the alienation of the Building Parcels.

XI. RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 1. 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 Building Parcel or any area constituting a private street or right-of-way within the Property.

Section 2. 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 3. Easements for Maintenance Purposes. The Developer reserves for itself, the SVEC Association, the Players Club Association, their agents, employees, successors or assigns an easement, in, on, over and upon the Property, including each Building Parcel and the Common Area, as may be reasonably necessary for the purpose of preserving, maintaining or improving open space, lakes, hammocks, wildlife preserves or other common areas, the maintenance of which is to be performed by the Developer, the SVEC Association, or the Players Club Association.

Section 4. 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 Building Parcel 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. 6000 Sawgrass Village Parking Areas. Parking facilities and access ways located within the Property shall constitute part of the Common Area. 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 Common Areas, 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 a date which is twenty (20) years from the date this Declaration is recorded in the public records of St. Johns County, Florida. Upon the expiration of said period, this Declaration shall be extended for successive additional periods of ten (10) years each, 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 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 way affect any other provisions which shall remain in full force.

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. So long as the Developer is the owner of any Building Parcel, 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 Building Parcel, or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent; and provided no amendment affecting the rights or responsibilities of the SVEC Association or the Players Club Association shall be effective without the express written joinder and consent of each of the Associations. Notwithstanding the foregoing, Developer has the express power to amend this Declaration pursuant to Article II hereof without the consent or joinder of any party.

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 thereof, shall constitute a defect, encumbrance, lien or cloud upon the title of any property other than the real property as described on Exhibit A attached hereto, 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. Johns County, Florida as provided in Article II hereof. Nothing contained herein shall be deemed to require the Developer to include any property not included within the Property described on Exhibit A within this Declaration or subject to any

such property to administration by the 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 an 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.

IN WITNESS WHEREOF, **TIMOTHY J. BENNER, ONEITA KIRSCHMAN** and **PETER HOLLIDAY**, have each executed this Declaration, effective the date first above written.

Signed, sealed and
delivered in the
presence of:

Developer

(Print/Type Name)

TIMOTHY J. BENNER
Four Sawgrass Village, Suite 110
Ponte Vedra Beach, Florida 32082

(Print/Type Name)

(Print/Type Name)

ONEITA KIRSCHMAN
Four Sawgrass Village, Suite 110
Ponte Vedra Beach, Florida 32082

(Print/Type Name)

(Print/Type Name)

PETER HOLLIDAY
Four Sawgrass Village, Suite 110
Ponte Vedra Beach, Florida 32082

(Print/Type Name)

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

P. U. D. OFF. REC.
BOOK E PAGE 303

The foregoing Declaration of Covenants and Restrictions for 6000 Sawgrass Village Circle was acknowledged before me this ___ day of _____, 19__ by Timothy J. Benner, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____

My Commission Expires:

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictions for 6000 Sawgrass Village Circle was acknowledged before me this ___ day of _____, 19__ by Oneita Kirschman, who is personally known to me or who has produced _____ as identification and who did not take an oath.

(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____

My Commission Expires:

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictions for 6000 Sawgrass Village Circle was acknowledged before me this ___ day of _____, 19__ by Peter Holliday, who is personally known to me or who has produced _____ as identification and who did not take an oath.

P.U.D. OFF. REC.
BOOK E PAGE 304

(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____

My Commission Expires:

Exhibit D

B-89

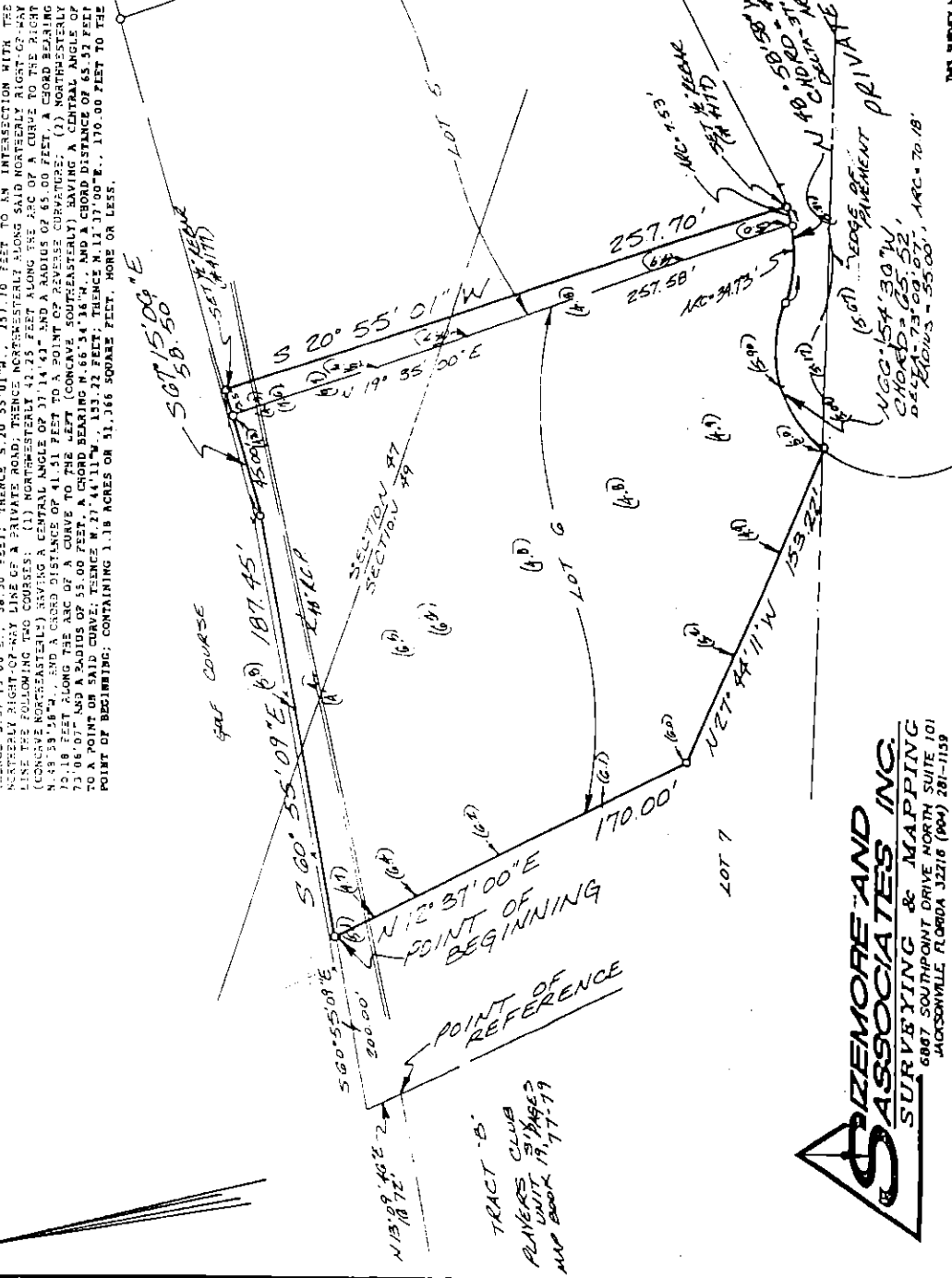
MAP SHOWING SURVEY OF:

A PART OF THE SAUCREE HILL GRANT, SECTION 47; AND A PART OF THE CHRISTINA HILL GRANT, SECTION 49; TOWNSHIP 13 SOUTH, RANGE 74 EAST, ST. JOHNS COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE CORNER TO THE NORTHEAST CORNER OF TRACT 5, PLAYERS CLUB UNIT SIX, AS PLATTED AND RECORDED IN MAP BOOK 19, PAGES 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

P.U.D. OFF. REC.
BOOK E PAGE 305

NOTES:

- 1) THIS IS A BOUNDARY SURVEY.
- 2) BEARINGS ARE BASED ON THE LAST LINE OF TRACT "B" AS BEING N. 17°09'46" E.
- 3) THIS PROPERTY APPLICABLE TO LIE IN FLOOD ZONE "3" WHICH IS THE AREA BETWEEN THE 100 AND 500 YEAR FLOOD. BY FLOOD MAPS REVISED SEPT. 18, 1985, CONSERVATION PANEL NO. 123147 DISSE. VERTICAL DATUM OF 1989.
- 4) "C.C.P." DENOTES REINFORCED CORRUGATED PIPE
- 5) "INT." DENOTES INTEREST



SASSAMORE AND ASSOCIATES, INC.
 SURVEYING & MAPPING
 6087 SOUTHPOINT DRIVE NORTH SUITE 101
 JACKSONVILLE, FLORIDA 32216 (904) 281-1159

DATE: NOV 7 19 92
 SCALE: 1"=50'

THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SURVEYOR.

B-89

TRACT OF LOT 5, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

EXHIBIT E

P.U.D. OFF. REC.
BOOK E PAGE 306

SAWGRASS VILLAGE SIGNAGE CRITERIA

Sawgrass Village, as part of the greater Sawgrass community, is subject to certain architectural criteria, which includes the design and installation of signage and other graphics. It is the purpose of the criteria to insure that all signage to be displayed within the Village meets the quality and aesthetic standards of the community, and is compatible with the architecture and design of all other street graphics approved for use throughout Sawgrass.

Imaginative signage is encouraged, within certain constraints, and for this reason, the specific restrictions and guidelines set forth below are limited. The Developer, however, retains the absolute right to reject, or to require modification of, any sign, which in the sole discretion of the Developer fails to comply with the signage criteria. Notwithstanding anything contained herein, all designs require the explicit written approval of the Developer.

SIGNAGE

All signage should conform to the existing sign improvements throughout Sawgrass and more particularly Sawgrass Village. All stop signs, handicapped, directional and like DOT signage should be bordered by 2" x 2" cedar trim and post will be painted PMS #468 (beige) with no exceptions (see Attachment 1 to Sign Criteria/Exhibit B).

Permanent identification monument signage on the Property will conform to the following guidelines:

I. MATERIALS.

- a. All signs must be of wood construction using either clear cedar, cypress, or redwood. The use of tile, glass, or painted inserts may be considered for approval when integrated with wood construction.
- b. The wood stock must have a thickness of one and one-half inches (milled dimension). Total thickness of any sign may not exceed five (5) inches.
- c. Kiln dried material is recommended to reduce checking.

II. PRODUCTION METHOD.

- a. All signs must be either sand-blasted, routed, or carved.
- b. The characters may be raised or recessed.
- c. Corners may be rounded or squared.
- d. Reasonable latitude will be allowed for the shape of any sign.

III. CHARACTERS. LETTERING, LOGOS.

- a. The text of any sign may be limited to the name under which the Owner does business as stated in the lease. The Developer will consider exceptions to this provision.
- b. The use of logos may be allowed in some cases.
- c. The size of the letters and characters will be constrained by the length of copy in relation to the maximum allowable dimensions of the sign panel.
- d. Letter style and size is not restricted, but is subject to Developer approval.

IV. COLORS.

- a. Any reasonable color scheme will be considered.
- b. Specific colors may be required at the sole discretion of the Developer.
- c. Tenant will identify all colors using standard PMS numbers as contained in the Pantone Matching System Formula Guide.

V. NUMBER OF SIGNS.

- a. The number of signs permitted for any property will be limited by the property's location and individual site plan, the number of entries into the building and road frontage of the property.

V. NUMBER OF SIGNS (Continued).

- b. If the Owner elects to install a soffit sign, its size must be the maximum size allowable for soffit signs. A soffit sign may be accompanied by a wall sign, which cannot exceed the maximum size criteria.
- c. Secondary entrances into a building may have a wall sign, the size of which will be limited to that specified in Section VII.b.

VI. MOUNTING/LOCATIONS.

- a. All hanging signs shall be supported solely by owner's storefront or soffit.
- b. Owner shall be responsible for all support of the sign.
- c. Monument signage should conform to other monument signs within (not at the entrance of) Sawgrass Village. The size of the sign should be relative to the size of the building and the number of different users within the building. Examples include #2, #4 and #5 Sawgrass Village office buildings.

VII. OTHER RESTRICTIONS.

- a. Flashing, oscillating, and moving signs are not permitted.
- b. Formed plastic, or injection-molded signs are not permitted.
- c. Exposed raceways, transformers, ballast boxes, cross overs, conduit or sign cabinets, etc. are not permitted.
- d. Visible sign company names are not permitted.
- e. Decals and lettering on show window glass, door glass, or any part of the building front are not permitted, without the explicit written consent of the Developer.
- f. Temporary signs, posters, notices, announcements, are not permitted.

IX. CODE REQUIREMENTS.

It is the Owner's responsibility to insure that all signs and their installations meet all code restrictions set forth by the governmental bodies having jurisdiction.

X. APPROVAL PROCESS.

- a. All sign designs must be submitted to the Architectural Review Committee, to the attention of Tim Benner, P.O. Box 600, Ponte Vedra Beach, FL 32082.
- b. The submission package must contain the following:
 - (i). 3 copies of the proposed design, illustrating all appropriate elevations.
 - (ii). PMS designation of each color and the appropriate element of the sign to which the various colors are to be applied.
 - (iii). A location map of the building elevations to which each sign is to be installed.
 - (iv). Specification of the size of the characters and the dimensions of the signs, including logotypes.
 - (v). Specification of the production method and the materials to be used.
 - (vi). Any other pertinent information that may help the ARC to evaluate the design and installation.
- c. When final approval is granted, the plans will be stamped "Approved" and returned to the Owner or his designated representative. One set of the stamped plans will be retained by ARC, one set will be retained by the Developer and the third set will be returned to the Owner.
- d. It is suggested that any questions be directed to the Architectural Review Committee prior to completion of working drawings, and that a set of preliminary drawings be submitted for review prior to completion of working drawings.
- e. The ARC, upon request, can provide the names of local sign manufacturers to assist the Owner.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK E PAGE 310

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

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

RESOLUTION NO. 93-123

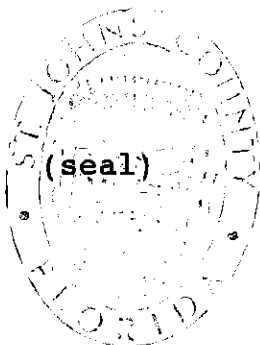
**adopted by the Board of County Commissioners
of St. Johns County, Florida at a regular
meeting of said Board held July 27, 1993.**

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 29th day of July, 1993.

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

By: Yvonne Carter
Yvonne Carter, Deputy Clerk



FILED AND RECORDED
PUBLIC RECORDS
ST. JOHNS COUNTY, FLA.

93 AUG 30 PM 2:34

Carl Bud Markel
CLERK OF CIRCUIT COURT