

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, STATE OF FLORIDA  
APPROVING A FINAL DEVELOPMENT PLAN FOR THE  
VILLAGE PROFESSIONAL CENTER PHASES 3 & 4

WHEREAS, the Final Development Plan for The Village Professional Center has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

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, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on January 20, 1994; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;

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

Section 1. Pursuant to a request for approval of the Village Professional Center Phases 3 & 4 made by Mr. Richard Look, in accordance with Section 8-3 of St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A relating to

that portion of the PUD, the legal description of which is set forth on Exhibit A attached hereto, and which is known as The Village Professional Center Phases 3 & 4 is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the final Development Plan Narrative attached hereto as Exhibit B.

Section 2. All building code, zoning ordinance, and other land use and development regulations of St. Johns County are 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 PUD Ordinance 75-15. Modifications to approved development plans by variance or special exception shall be prohibited. All such modifications shall follow the PUD amendment procedures provided for in the St. Johns County Zoning Ordinance.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;

- b. Issuance of land clearing permit pursuant to St. Johns County Ordinance No. 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution 94-23

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Alan Robert  
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

BY: Amy Bennett  
DEPUTY CLERK





**P. U. D.** OFF. REC.  
BOOK F PAGE 192

EXHIBIT "B"  
FINAL DEVELOPMENT PLANT FOR  
VILLAGE PROFESSIONAL CENTER, INC.  
WITHIN PUD 75-15

Applicant Joseph E. Nelson  
Submitted 2/2/94

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Board and St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for The Village Professional Center, Phases Three and Four (the "Property"). The Final Development Plan consists of a 1-page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Exhibit "C" and of the architectural and construction criteria as Exhibit "D", to be incorporated into the final development plan. The property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to ordinance 75-15. The area encompassed by this Final Development Plan is located in The Players Club Business Park. It occupies Lots 9 & 10 as shown on the approved Master Plan. Under the approved Master Plan, Lots 9 & 10 may be used for professional and business offices and service establishments. The occupancy and uses proposed for these buildings will be solely for business and professional offices and service establishments, including service establishments that sell products incidental to their primary service business, but specifically excluding any establishment the primary business of which is the sale of merchandise at retail, and specifically excluding any real estate sales or real estate brokerage offices; provided, however, Buyer and any leasing establishment legally affiliated with Buyer may occupy space within the Improvements for rental and management activities related solely to the Improvements. The total project size is approximately 2.2 acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Engineering Department satisfactory evidence that all required State and Federal permits have been obtained, including, but not limited to: (a) United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Water Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits; (b) Obtain a land Clearing permit pursuant to St. Johns County Ordinance No. 90-11; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) Comply with all other applicable land use and development regulations of St. Johns County.

It is our intent to comply with all landscaping requirements for St. Johns County. We do herein reserve the right to make minor modifications to the Map, Exhibit "A", if necessary for the purposes of compliance or in the event we are able to preserve around the site indigenous growth including, but not restricted to, trees, in such fashion as to add to the aesthetics of the landscape design.

Development of the site shall be divided into two pieces. We currently have Phases 1 & 2 completed to the east on Lots 11 & 12. Phase 3 will consist of the two most northerly buildings and the closest 46 parking spaces, those adjacent to the buildings and directly across the driveways. The driveway already existent on Lots 10 & 11 at Lot 10's east side will be expanded to accommodate 2-way traffic as part of Phase 3. Phase 4 will consist of the two buildings most southern and the adjacent parking lot containing 51 spaces. The completion of the two green areas in the center of the site will part of Phase 4. The entire site will be cleared and graded at one time.

The location of the nearest existing fire hydrant is noted on map, Exhibit A. All portions of the four buildings are within 500 feet of the hydrant.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County, including its powers to review and approve plats and sections of the covenants which are specifically referenced herein and provided in Exhibits "C" and "D" and are incorporated into the Final Development Plan, and shall be made 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 covenants.

8-4-1 Density of Development

The total ground area occupied by professional buildings and structures in the property shall not exceed 35 percent of the total ground area. Actual 22.23%. There will be 61801 square feet of development on 2.2 acres; 21226 square feet of buildings and 40575 square feet of paved area.

8-4-2 Open Space

This property contains approximately 33% open space.

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

All development which is to occur within the property will comply with the spirit and intent of the Zoning Ordinance. There will be no more than four buildings on the property. All four buildings will be built on a combination of Lots 9 & 10. The uses have been outlined on page 1 of our text.

All setbacks shall be measured from the exterior wall of the building to the applicable parcel boundary. The sections of the covenants that address minimum front and side setbacks are attached as Paragraph IX, Section 2, Exhibit "C", and Section II D, Exhibit "D".

Temporary construction trailers may be used within the property during the construction period (which shall be up to 24 months from the date of approval of this final development).

The maximum height of the structures within the property shall be 35 feet.

**8-4-4 Project Size**

The PUD consists of 20-plus acres. This Final Development Plan consists of 2.2 acres.

**8-4-5 Support Legal Documents for Open Space**

Exhibit C contains the sections of the Covenants and Restrictions relevant to maintenance responsibility and a listing of which is hereby made part of the Final Development Plan.

**8-4-6 Access**

Access will be via Sawgrass Village Circle which is part of the internal circulation system for the Sawgrass Village Shopping Center. Cross traffic will also occur through Phase I of the existing project, and Phase 2 of the existing project.

**8-4-7 Privacy**

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

**8-4-8 Community Facilities**

a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraph "a" are inapplicable.

b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.

**9-1-1 Drainage**

A general drainage provision for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on "the map", Exhibit A.

**9-1-2 Separation from Walkway and Street**

Parking spaces will be physically separated from walkways with parking bumpers.

**9-1-3 Entrances and Exits**

The location and design of the access road will be to Sawgrass Village and will be in accordance with County specifications. Cross traffic will occur through Phases 1 and 2.

**9-1-4 Interior Drives**

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



9-1-5 Marking of Parking Spaces

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

9-1-6 Lighting

Lighting within the building/parking areas will be provided consistent with St. Johns County Standards and criteria contained in the Covenants. See Exhibit "C".

9-1-7 Screening

Proposed improvements are separated from adjoining land uses and from adjacent cul-de-sac by landscape buffers in accordance with Paragraph ii, section H of Exhibit "D". A berm is shown along the adjacent lake on "Map" Exhibit "A".

9-2 Location

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

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

As depicted on Exhibit A the map reflects off-street parking to accommodate 97 vehicles, consistent with County criteria. This provides 4.6 spaces per 1000 square feet.

9-4-1 Off-Street Loading Requirements

This section does not apply.

Applicant:

BY: Charles E. Nelson

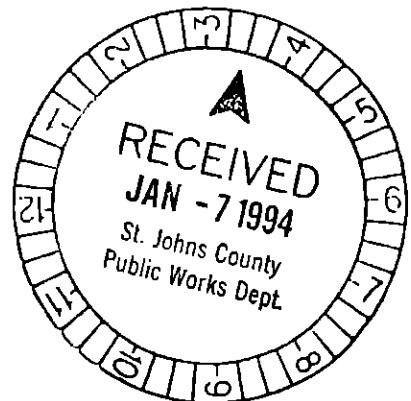
EXHIBIT "C"

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BOOK F PAGE 197

The following portions are applicable to this submittal:

Paragraph VII Sawgrass Village Office Park Architectural Center  
Sections 1-4

Paragraph IX Use Restrictions  
Sections 1 & 13 use restrictions and maintenance respectively



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

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

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

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

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

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

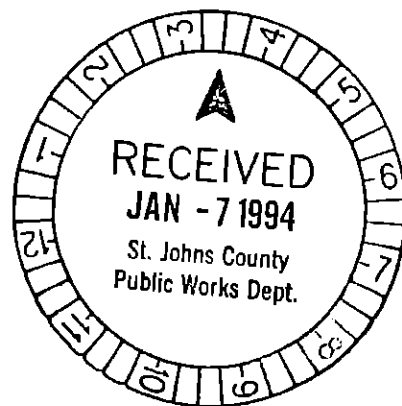
EXHIBIT "D"

This Exhibit includes all of the Architectural and Construction criteria for Sawgrass Village Executive Center.

The following portions are applicable;

Paragraph I, all.

Paragraph II, sections A-P.



SAWGRASS VILLAGE EXECUTIVE CENTER

ARCHITECTURAL AND CONSTRUCTION CRITERIA

(EXECUTIVE CENTER)

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

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

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

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

Landlord: Arvida Corporation, its successors and assigns.

Developer: Arvida Corporation, its successors and assigns.

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

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

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

II. ARCHITECTURAL CRITERIA

A. Building Type. No building shall be erected, altered, placed or permitted to remain on the Premises, except a business or professional office complex of approximately 30,000 square feet, not to exceed forty-six feet (46) in height. Unless approved by the Developer as to use, location and architectural design, no trash receptacle enclosure, warehouse or storage room may be constructed separate and apart from the commercial facilities nor can any such structure(s) be constructed prior to construction of the commercial facilities.

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

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

D. Setbacks and Plot Coverage:

P.U.D. OFF. REC.  
BOOK F PAGE 208

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

\*Setbacks could be increased due to dimensions, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

CLERK OF THE CIRCUIT COURT  
ST. JOHNS COUNTY, FLORIDA

P. U. D. OFF. REC.  
BOOK F PAGE 211

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. 94-23**

adopted by the Board of County Commissioners  
of St. Johns County, Florida at a regular  
meeting of said Board held February 8, 1994.

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 9th day of February, 1994.

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

By: Amy Bennett  
Amy Bennett, Deputy Clerk

