

*Return to* →

This instrument was prepared by:  
**L. PETER JOHNSON of**  
**MILAM, MARTIN & ADE**  
 Attorneys-at-Law  
 1700 Barnett Bank Building  
 Jacksonville, Florida 32202

73 8228

SAWGRASS DECLARATION OF COVENANTS

RE: ASSESSMENTS

KNOW ALL MEN BY THESE PRESENTS, that SAWGRASS, LTD., a Florida limited partnership, ("Sawgrass"), the owner of all of the real property (hereinafter referred to as the "Property") shown on the plat of Sawgrass, Unit One, according to the plat thereof as recorded in Map Book 12, Pages 3 through 18, of the current public records of St. Johns County, Florida, (hereinafter referred to as the "Plat"), do hereby place upon the Property the following Covenants to run with the title to the Property and any part thereof, and the grantee of any deed conveying any lot or lots designated on the Plat as Lots 1 through 24, Block 1; Lots 1 through 17, Block 2 and Lots 1 through 22, Block 3 (hereinafter referred to as "lot" or "lots"), and the grantee of any deed conveying any condominium parcel (referred to hereinafter) established by any Declaration of Condominium which may be filed with respect to the real property designated on the Plat as Tracts A, B, C, D or E shall be deemed by the acceptance of such deed or deeds to have agreed to all such Covenants, and to have covenanted to observe, comply with and be bound by all of such Covenants, as follows:

ASSESSMENTS

1. Each lot and each condominium parcel established by any Declaration of Condominium filed with respect to Tracts A, B, C, D or E designated on the Plat (hereinafter referred to as "condominium parcel" or "condominium parcels", the term "condominium parcel" being deemed to include any condominium unit together with the undivided share in the common elements appurtenant to such unit as defined in any such Declaration of Condominium) is hereby subjected to an annual maintenance assessment

as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the fiscal year from March 1 to February 28 (or February 29 in case of a leap year) of each year. Commencing with the original sale of a lot or condominium parcel by Sawgrass and continuing on March 1 of each year thereafter, each lot owner and condominium parcel owner shall pay to Sawgrass Association, Inc., a Florida corporation not for profit (hereinafter referred to as the "Association") at such place as shall be designated by the Association, in advance, the annual maintenance assessment assessed against each lot and each condominium parcel as fixed by the Association and such payment shall be used by the Association to create and continue maintenance funds to be used as hereinafter provided. Such annual maintenance assessment shall become delinquent if not paid by March 31 of the fiscal year for which assessed and shall bear interest at the rate of eight (8%) per cent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by the Association as required by the Association in its judgment to meet the expenses and other charges for which same are assessed as provided hereinafter. Notwithstanding the foregoing, the annual maintenance assessment shall be pro-rated for any partial fiscal year and such pro-rated assessment shall be due on or before thirty (30) days after a statement for such pro-rated assessment has been rendered by the Association. Anything herein to the contrary notwithstanding, the Association shall have the right to collect the annual maintenance assessment on a monthly basis, in which event, each monthly installment shall be due and payable in advance on or before the tenth (10th) day of each month, shall become delinquent if not paid by such time and shall bear interest at the rate of eight (8%) per cent per annum thereafter until paid.

2. The annual maintenance assessment for each improved lot and for each condominium parcel shall be uniform in dollar amount. In addition, Sawgrass contemplates the development of other real property contiguous to or near the Property shown on the Plat within the Sawgrass development located in St. Johns County, Florida, as condominiums and as single family lots (all of such property being hereinafter referred to as the "Sawgrass property"). Upon the development of other portions of the Sawgrass property, improved lots and condominium parcels included within such other development shall likewise be assessed an annual maintenance assessment equal in dollar amount to the annual maintenance assessment for the improved lots and the condominium parcels described above. Unimproved lots (including unimproved lots on any other portion of the Sawgrass property hereafter developed) shall be assessed an annual maintenance assessment no greater than fifty (50%) per cent of the annual maintenance assessment for improved lots and condominium parcels. The term "improved lot" as used herein shall be deemed to mean the lot on which construction of a residential building has been substantially completed on March 1 of the fiscal year for which the applicable annual maintenance assessment shall be fixed and assessed whether or not the building shall be actually occupied. Occupancy of all or any part of such residential building on or preceding said date shall be conclusive evidence of substantial completion of such building as of said date.

3. The Association shall fix and assess against the lots and the condominium parcels and the owners of said lots and condominium parcels shall pay an annual maintenance assessment in such amount as shall be sufficient, in the judgment of the Association, to enable the Association:

(a) To pay all ad valorem taxes assessed against any

roadways shown on the Plat (designated as Parcels A, B, C, D and F) and ad valorem taxes on any and all other similar roadways hereafter constructed on the Sawgrass property, but excluding any roadways the ad valorem taxes on which are to be paid by a condominium association.

(b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes, including income taxes, payable by the Association;

(c) To pay all current expenses required for the reasonable repair and maintenance of the roadways described in sub-paragraph (a) above, and the reasonable repair and maintenance of rights-of-way, medians, bike paths, entrance-ways and the paved portions thereof including without limitation the irrigation and landscaping thereof;

(d) To pay all expenses of providing security for the Sawgrass development including salaries of security men, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;

(e) To pay for the expense of lighting the roadways described in sub-paragraph (a) above, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;

(f) To pay for all expenses incurred in providing mosquito and other pest control for the Sawgrass development;

(g) To pay all expenses of maintaining, including without limitation all ad valorem taxes assessed against, lakes, wildlife preserve and other common recreational areas used or available for use by all residents of the Sawgrass development (but excluding any club facilities owned by Sawgrass or its successors, assigns, nominees or designees, providing for membership

and the payment of dues);

(h) To pay for all expenses incurred in connection with providing fire protection for residents of the Sawgrass development;

(i) To pay for the expenses of maintenance, improvement and operation of drainage easements and facilities;

(j) To pay for the expenses of maintaining, repairing, and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the roadways;

(k) To pay all charges of trash and garbage collection and removal;

(l) To pay all charges and expenses of any cable or master antenna television system; no owner of a lot or condominium parcel shall contract with or accept service from any cable or master antenna television company except Sawgrass or a company designated by Sawgrass to provide such service;

(m) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, liability and other insurance premiums, payrolls and general office operating expenses, and doing any and all other things necessary or desirable in the judgment of the Association to keep the Sawgrass development neat and attractive or to preserve or enhance the value of the property therein, or to eliminate fire, health or safety hazards, or which in the judgment of the Association may be of general benefit to the residents of the Sawgrass development; and

(n) To repay funds, together with interest thereon borrowed by the Association and used for purposes referred to herein.

4. It is understood and agreed that until such time as

Sawgrass shall have sold and conveyed all lots and condominium parcels to be developed on the Sawgrass property that a substantial portion of the expenses set forth in paragraph 3 shall be borne by Sawgrass as the owner of such unsold portions of the Sawgrass property. Provided however, notwithstanding anything herein to the contrary, no lien shall attach against any lot or condominium parcel so long as same is owned by Sawgrass. The Association, in setting the amount of the annual maintenance assessments from time to time shall assess each lot and condominium parcel an amount which, in the sole judgment and discretion of the Association, represents a fair proportionate share of the overall expenses for the matters set forth in paragraph 3 hereof for the particular lot or condominium parcel as compared to the total number of lots and/or condominium parcels to be developed and/or constructed on the entire Sawgrass property. Upon the development of additional portions of the Sawgrass property, Sawgrass may impose covenants on such additional property similar to the Covenants set forth herein and in that event, it shall not be necessary for the Association to allocate or apportion the funds collected by it, or the expenditures therefrom, between or among owners of lots and/or condominium parcels located on the Property described in the Plat and any additional subdivisions or condominium regimes located on other portions of the Sawgrass property. Such maintenance assessments may be collected, commingled and expended by the Association without regard as to whether they were collected from assessments on lots and/or condominium parcels located on the Property or on lots and/or condominium parcels located on other portions of the Sawgrass property. It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom between the various purposes specified in paragraph 3 hereof

and the judgment of the Association and the expenditure of said funds shall be final. The Association in its discretion may hold said funds invested or uninvested, and may reserve such portions of the funds as the Association determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed.

5. Each annual maintenance assessment and interest thereon as provided in paragraph 1 hereof shall constitute a debt from the owner or owners of the lot and/or condominium parcel against or with respect to which the same shall be assessed, and shall be secured by a lien upon said lot and/or condominium parcel and all improvements thereon. Said liens shall attach to the lot and/or condominium parcel and the improvements located thereon as of thirty (30) days after the date of the original sale by Sawgrass and thereafter on March 1 of the year for which such annual maintenance assessment shall be assessed, said date being the attachment date of each such annual lien, whether the annual maintenance assessment is paid in one or monthly installments. The enforcement of said lien shall be by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover in such proceedings all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien. Each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering the lot and/or condominium parcel if said mortgage was recorded in the public records of St. Johns County, Florida, prior to the above described attachment date of such lien. Upon request, the Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any lot and/or condominium parcel in the year or years for which any such unpaid maintenance assessments were assessed and fixed.

6. Sawgrass and/or the Association shall provide, or shall have the right to designate Sawgrass Property Services (a Division of Sawgrass, Ltd.) or such other party as Sawgrass and/or the Association shall select as the manager to provide the services for which assessments are made hereunder as set forth in paragraph 3 hereof. The party providing said services shall be entitled to a reasonable management fee for the provision of such services. Sawgrass shall have the sole and exclusive right at any time and from time to time to withdraw from the Association all of the rights, powers, privileges and authorities granted the Association as set forth in these Covenants and to transfer and assign all of such rights, powers, privileges and authorities to, and to withdraw the same from, such other person, firm, or corporation as Sawgrass may select. In the event of such transfer and assignment, all funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by Sawgrass to be held for the purposes specified in these Covenants and such transferee or assignee by accepting such funds, shall assume all obligations of the Association hereunder.

7. Sawgrass reserves unto itself, its successors, assigns, nominees or designees and shall have the sole right to the following:

(a) To amend these Covenants so long as such amendment shall conform to the general purposes as set forth herein; and

(b) To amend these Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein; and

(c) To subject other portions of the Sawgrass property to annual maintenance assessments substantially different as to objects, purposes or terms and conditions from those provided in these Covenants and to grant to the Association rights, powers, duties and obligations with respect to such substantially different maintenance assessments.



8. These Covenants as amended and supplemented from time to time as provided herein shall be deemed to be covenants running with the title to the Property and shall remain in full force and effect until such time as the roadways described in paragraph 3(a) hereof shall have been dedicated to the public and the maintenance thereof has been assumed and accepted by St. Johns County or such other governmental body or bodies then having jurisdiction and the other expenses described in paragraph 3 hereof shall have been assumed by St. Johns County or such other governmental body or bodies then having jurisdiction. Notwithstanding anything in these Covenants to the contrary, neither these Covenants nor any term or provision hereof shall constitute a defect, encumbrance or cloud upon the title of any portions of the Sawgrass property not incorporated as a part of the Plat until such time as these Covenants are amended to include such additional property or until such time as new covenants are imposed upon such additional portions of the Sawgrass property.

9. The invalidation of any provision or provisions of these Covenants shall not affect or modify any of the other provisions hereof, all of which shall remain in full force and effect in accordance with the terms hereof.

IN WITNESS WHEREOF, Sawgrass, Ltd. has caused this instrument to be executed by its general partner, Stockton Properties, Inc., by the duly authorized officers of the general partner and the corporate seal of the general partner to be hereunto affixed of the 14th day of September, 1973.

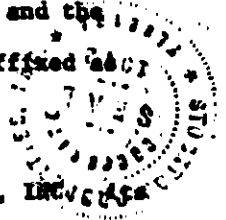
Witnesses:

SAWGRASS, LTD.

By STOCKTON PROPERTIES, INC.  
General Partner

Marcus L. Luskman  
D. A. Skinner

By James R. Stockton, Jr., President  
Attest Robert F. Bartlett, Secretary



I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JAMES R. STOCKTON, JR. and ROBERT F. BARTLETT, as President and Secretary, respectively, of STOCKTON PROPERTIES, INC., General Partner of SAWGRASS, LTD., to me well known to be the persons who as such officers of said corporation executed the same and acknowledged before me that said instrument is the free act and deed of said corporation by them executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 19th day of Sept. 1973.

Marianne L. Lumberton  
Notary Public, State of Florida  
At Large.

My commission expires: 2-27-74

2-27-74

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

SEP 18 4 16 PM '73

Oliver F. Lumberton  
CLERK OF THE COURT

- 10 -

DEED OF PERSONAL REPRESENTATIVE

THIS INDENTURE, made this 12th day of April, 1978, between RICHARD R. ROCHE, as Personal Representative of the Estate of Jane Roche, deceased, party of the first part, and ALBERT EDWARD WITZEN, SR. and LEILA WITZEN, his wife, as tenants by the entirety, parties of the second part, whose mailing address is: c/o Route 1, Box 369-A, Elkton, Florida, 32033.

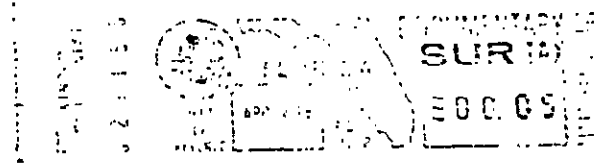
WHEREAS, the above named grantor is the duly qualified and acting Personal Representative of the Estate of Jane Roche, deceased, being probated in the Circuit Court, in and for St. Johns County, Florida, Probate Division, and has power under the will of said deceased to sell and convey.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the sum of FIVE THOUSAND ONE HUNDRED (\$5,100.00) DOLLARS cash, receipt whereof is hereby acknowledged, the party of the first part has bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the right, title and interest of the Estate of Jane Roche, deceased, in and to the following described real property, situate, lying and being in the County of St. Johns and State of Florida, to-wit:

Lots 15, 16 and 17, Block 29, OSCEOLA ACRES, according to plat thereof recorded in Map Book 4, page 30, public records of St. Johns County, Florida. SUBJECT to reservation in deed from State of Florida in Deed Book 160, Page 331, a reference to which does not operate to reimpose the same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, charges and profits thereof, and also all the estate, right, title and interest, property, possession, claim and

This instrument was prepared by  
WILLARD HOWATT  
HOWATT AND BENNETT  
115 Cordova Street  
St. Augustine, Florida



demand whatsoever, both in law and in equity, which the said Jane Roche had during her lifetime and at the time of her decease, and which the said party of the first part had or has by virtue of the last will and testament of said deceased, or otherwise, of, in and to the above granted real property, and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the above granted premises, together with the appurtenances, and every part thereof, unto the said parties of the second part, their heirs and assigns forever.

And the said party of the first part, for himself and his heirs, personal representatives and assigns, does covenant, promise and agree to and with the parties of the second part that he is lawfully the Personal Representative under the last will and testament of Jane Roche, deceased, and has power to convey as aforesaid and has, in all respects acted in making this conveyance in pursuance of the authority granted by the last will and testament of said deceased, and that he has not made, done or suffered any act, matter or thing whatsoever since he was personal representative as aforesaid whereby the above granted real property or any part thereof now or at any time hereafter shall or may be impeached, charged or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, the said party of the first part, <sup>FILED AND RECORDED IN PUBLIC RECORDS OF</sup> as personal representative aforesaid, has hereunto set his hand <sup>APR 11 1978</sup> and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Oliver L. Smith*  
CLERK CIRCUIT COURT

*Shirley J. Johnston*  
*George H. Howard*

*Richard R. Roche* (SEAL)  
Richard R. Roche, as Personal Representative of the Estate of Jane Roche, Deceased.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, RICHARD R. ROCHE, to me well known and known to me to be the Personal Representative of the Estate of Jane Roche, deceased, and he acknowledged to and before me that he executed the foregoing conveyance as such personal representative for the uses and purposes therein expressed, being thereunto duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of April, 1978.

*Shirley J. Johnston*  
Notary Public - State of Florida at Large.  
My commission expires June 27, 1979

THIS Notice, dated as of July 15, 1980, is given by ARVIDA CORPORATION, a Delaware corporation, SAWGRASS ASSOCIATION, INC., a non-profit Florida corporation, and ARVIDA RESORT COMMUNITIES, INC., a Florida corporation (collectively the "Charter Members").

### RECITALS

1. Pursuant to Article VII, Section 2, of the Restated Sawgrass Declaration of Covenants re: Assessments ("Restated Declaration"), as recorded in Official Records Book 396, page 706, of the public records of St. Johns County Florida, the Restated Declaration may be amended by an instrument signed by the Charter Members and consented to by not less than fifty (50%) percent of the votes of the Resident Members owning portions of the Property (as described in Exhibit A to the Restated Declaration).

2. The Resident Members of Sawgrass Association, Inc. are those persons, firms or corporations, other than Charter Members, who are owners of units in Quail Pointe I and II Condominiums and in Garden Homes I and II subdivisions.

NOW, THEREFORE, the undersigned as Charter Members and Developer certify that:

1. The Charter Members have signed the First Amendment to the Restated Declaration of Covenants re: Assessments ("Amendment"), a conformed copy of which is attached hereto as Exhibit A.

2. More than fifty (50%) percent of the Resident Members have signified their consent to the Amendment by signing the signature pages to the Amendment, and conformed copies of those signature pages form a part of the Amendment which is attached as Exhibit A.

3. The original Amendment with the signatures of the Charter Members and the signature pages of the Resident Members is on file at the offices of the Association at 10033 Sawgrass Boulevard South, Ponte Vedra Beach, Florida 32083.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Amendment as of the date first above written.

ARVIDA CORPORATION

By *John S. Kummell*  
John S. Kummell  
Vice President

(SEAL)

SAWGRASS PROPERTIES, INC.

By *John S. Kummell*  
John S. Kummell  
President

Attest *Angela*  
Angela  
Secretary

(SEAL)

ARVIDA RESORT COMMUNITIES, INC.

By *Thomas L. Davis*  
Thomas L. Davis  
Vice President

Attest *Thomas L. Davis*  
Thomas L. Davis  
Assistant Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

468 PAGE 429

The foregoing instrument was acknowledged before me this 29th day of September, 1980, by Peter S. Rummell, Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

*Sherif D. Ingram*  
Notary Public, State of Florida  
at Large. My Commission Expires:

9/6/81

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 29th day of September, 1980, by Peter S. Rummell and Henry Adams, President and Secretary, respectively of Sawgrass Properties, Inc., a Florida corporation, on behalf of the corporation.

*Sherif D. Ingram*  
Notary Public, State of Florida  
at Large. My Commission Expires:

9/6/81

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 29th day of September, 1980, by Peter S. Rummell and Thomas L. Davis, Vice President and Assistant Secretary, respectively of Arvida Resort Communities, Inc., a Florida corporation, on behalf of the corporation.

*Sherif D. Ingram*  
Notary Public, State of Florida  
at Large. My Commission Expires:

9/6/81

DECLARATION OF COVENANTS

This Amendment to Restated Declaration of Covenants to Amendment is made as of this 15th day of July, 1980, by ARVIDA CORPORATION, SAWGRASS PROPERTIES, INC., and ARVIDA RESORT COMMUNITIES, INC. (hereinafter collectively referred to as "Developer" or "Charter Members"), and certain individuals executing this Amendment as resident members of the Sawgrass Association, Ltd. ("Executing Resident Members").

The Developer entered into a Restated Assessments dated 1980.

WHEREAS, the Developer entered into a Restated Sawgrass Declaration of Covenants re Assessments dated September 26, 1978, and recorded in Official Records Book 396, page 706, of the public records of St. Johns County, Florida, as amended and supplemented by Supplementary Restated Declarations of Covenants re Assessments as recorded in Official Records Book 396, page 727, Official Records Book 434, page 504, and Official Records Book 436, pages 723, all of the public records of St. Johns County, Florida ("Restated Declaration"); and

WHEREAS, pursuant to the terms of the Restated Declaration, the Resident Members, as such term is defined in the Restated Declaration, entitled to vote were to be expanded in accordance with the terms and provisions of the Restated Declaration; and

WHEREAS, the Developer and the Executing Resident Members now desire to amend the provisions of the Restated Declaration to modify the terms and conditions under which the expansion of such voting rights of Resident Members shall occur;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer, as the Charter Members and the Existing Resident Members, hereby amend the provisions of the Restated Declaration as follows:

III. Section 2, Subsection (d), lines

as the same shall be amended, the provisions of the Charter shall be amended to read as follows:

1. Article III, Section 2, Subsection (d), lines 9 through 11, are being amended to read as follows:

...majority of the Board of Directors shall determine that such

Article 11, Section 1, of the Constitution of the State of Florida, which is being amended to read as follows:

Section 1. The Board of Directors of the Association shall determine that such Resident Members who are owners of Residential Dwelling Units or Residential Unimproved Lots within an established condominium regime, or established subdivision, subject to the Sawgrass Declaration of Covenants and Restrictions, shall become voting Resident Members of the Association, and the voting members to include all the Association shall be expanded to include all the units, lots or shares which shall be owned by the Association of the Association and recorded in the public records of the State of Florida.

1. This Agreement shall be governed by the laws of the State of New York.

1. The above information was obtained from the files of the Department of the Interior, Bureau of Land Management, and is being furnished to you for your information.

... of the ... and ...  
... of the ...  
... of the ...

EXHIBIT

5. Except as amended hereby, the Restated Declaration shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date hereof, and this Amendment shall be deemed dated as of the day and year first above written.

ARVIDA CORPORATION

By /s/ Peter S. Rummell,  
Peter S. Rummell,  
Vice President

(SEAL)

SAWGRASS PROPERTIES, INC.

By /s/ Peter S. Rummell,  
Peter S. Rummell,  
President

Attest: /s/ Henry Adams,  
Henry Adams,  
Secretary

(SEAL)

ARVIDA RESORT COMMUNITIES, INC.

By /s/ Peter S. Rummell,  
Peter S. Rummell,  
Vice President

Attest: /s/ Thomas L. Davis,  
Thomas L. Davis,  
Assistant Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 20th day of September, 1980, by Peter S. Rummell, Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

/s/ Sheryl P. Ingram  
Notary Public, State of Florida  
at Large. My Commission Expires  
September 6, 1981

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 20th day of September, 1980, by Peter S. Rummell and Henry Adams, President and Secretary, respectively, of Sawgrass Properties, Inc., a Florida corporation, on behalf of the corporation.



STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

REC 468 PAGE 432

The foregoing instrument was acknowledged before me this 29th day of September, 1980, by Peter S. Rummell and Thomas L. Davis, Vice President and Assistant Secretary, respectively of Arvida Resort Communities, Inc., a Florida Corporation, on behalf of the corporation.

/s/ Sheryl P. Ingram  
Notary Public, State of Florida  
at Large. My Commission Expires:

September 6, 1981

EXECUTION PAGE FIRST AMENDMENT TO RESTATEB SAWGRASS  
DECLARATION OF COVENANTS RE ASSESSMENTS

The undersigned hereby join in the execution of the foregoing Amendment for the purposes therein expressed.

Witnesses:

Unit Owners:

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Patricia Wilson

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ William M. Rennick  
/s/ Grace A. Rennick

/s/Cindy Holt  
/s/Ann Sembach

/s/ Bryant A. Bloss

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ John D. Uible  
/s/ Mary Jane Uible

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ W. J. Meadow  
/s/ Rachel L. Meadow

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Billy R. Bryant

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Jerome C. Stoopack  
/s/ Claire Stoopack

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Martin J. Donahue  
/s/ Joan Donahue

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Charles R. Snyder, M.D.  
/s/ Susan K. Snyder

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Frank A. Ed. Terling

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Edward L. Houston  
/s/ Dallas Y. Houston

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Edward H. Martin  
/s/ Sharon H. Martin

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Steven A. Kompany  
/s/ Barbara Kompany

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Irving M. Zuckey  
/s/ Susan Jane Zuckey

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Frank A. Ed. Terling  
/s/ Michael Terling

/s/ Faith A. Sullivan  
/s/ John A. Wesley

/s/ Donald A. Boz  
/s/ Peter Z. Boz

/s/ Betty L. Griffin  
/s/ Elizabeth W. Proctor

/s/ Jack F. Proctor  
/s/ Betty Lee Proctor

/s/ D. L. Holliday  
/s/ N. Susan Webb

/s/ Edwin F. Lewis  
/s/ Ellen B. Lewis

/s/ Gary C. Kawsaur  
/s/ Flora B. Barne

/s/ John W. Heagon  
/s/ Barbara S. Heagon

/s/ Joe Marquette  
/s/ Mary Sue Marquette

/s/ Edward R. Crocker  
/s/ Jan R. Crocker

/s/ Phyllis Griffin  
/s/ Ann Sembach

/s/ James K. Linnan

/s/ Sheldon Silver (notary)

/s/ Frank Kost  
/s/ John R. Walters

/s/ Jean M. Chambers  
/s/ Darlene T. Anderson

/s/ Edward T. Binns

/s/ Carol Scott  
/s/ Edward M. Cavanaugh

/s/ Louis H. Saban (2 units)  
/s/ C. Joyce Saban (2 units)

/s/ Frances Littleton  
/s/ Sanford J. Geemies

PAR THREE ASSOCIATIONS

By: /s/ William J. Oetley  
General Partner

/s/ Kathryn S. Tolbert  
/s/ Donna G. Cullen

/s/ Peter A. Massaniso

/s/ James W. Clark  
/s/ Gene C. Bidsole

/s/ Robert A. Shaw  
/s/ Sarita O. Shaw

/s/ Donald M. Fitzgerald  
/s/ Anita McCabe

/s/ James B. Anderson  
/s/ Jane Anderson

/s/ Joyce J. Epps  
/s/ Katherine R. Epps

/s/ John Badenhop  
/s/ Martha C. Badenhop

/s/ John Badenhop  
/s/ Martha C. Badenhop

/s/ Horace B. Epps  
/s/ Katherine R. Epps

/s/ F. J. Lutz  
/s/ W. McDonald

/s/ Margie T. McDonald

/s/ Gordon G. Massolo  
/s/ Robert Matter

/s/ Paul Patter

/s/ Anita R. Birt  
/s/ David J. Bach

/s/ John T. ...

/s/Jonathan L. Roberts  
/s/David Bolton

/s/Diana R. Dillon  
/s/J. M. Dillon

/s/Jane Kilanawski  
/s/Gary C. Chaney

/s/John H. Hobart

/s/Betty J. Opish  
/s/Shirley Ann Osborne

/s/Paul E. Stewart

/s/Sherry Ingram  
/s/N. Elaine Hall

/s/Joseph C. Davis  
/s/Mildred C. Davis

/s/Patricia A. Parnell  
/s/Catherine Nishersch

/s/Theodore Schneider, RMD  
/s/Janice L. Schneider

/s/Mildred McQueen  
/s/Ann Sembach

/s/Albert E. Stein

/s/Charles J. Duda  
/s/Marion Delmerico

/s/G. Douglas Lawrence  
/s/Lavinia J. Lawrence

/s/Ella J. Shampine  
/s/Arthur G. Yeager

/s/Earl H. Tyner

/s/Gloria R. Heit  
/s/Constance A. Langsta

/s/Chris S. Kappas

/s/Ann Sembach  
/s/Cindy S. Moore

/s/Leon Gilman

/s/Barbara J. Hart  
/s/William C. Mahoney

/s/August W. Elliott, Jr.  
/s/Tucker Wilson Elliott

/s/Mary Kozick  
/s/Anne Turansky

/s/A. Sherborne Hart  
/s/Harriet S. Hart

/s/Ann Sembach  
/s/Phyllis Griffin

/s/G. Rance Douglas  
/s/Nancy Douglas

/s/Phyllis Griffin  
/s/Ann Sembach

/s/Ruth E. Morris

/s/Cynthia Sue Marquette  
/s/Daniel J. Marquette

/s/J. E. Marquette  
/s/Mary Sue Marquette

/s/Ann Sembach  
/s/Phyllis Griffin

/s/Gray C. Cavanaugh  
/s/James R. Cavanaugh

/s/Ann H. Mills  
/s/Nancy Lewis Mills

/s/D. A. Griffin

/s/Sherry Ingram  
/s/Gloria Thompson

/s/D. A. Griffin

/s/Frances Futrell  
/s/Charlotte Banks

/s/ H. L. Evans

/s/Arith W. Chapman  
/s/Daniel C. Chapman

/s/ Ralph E. Chapman

/s/Susan M. McGettigan  
/s/John F. Czett

/s/ John C. Kirkpatrick  
/s/ Adelaide C. Kirkpatrick  
/s/ Robert B. Kirkpatrick

/s/Nancy Lewis Mills  
/s/Alan B. Mills

/s/ Camilla B. Ellis

/s/Sherry Ingram  
/s/Jason R. Boone

/s/ Eugene R. Hook  
/s/ Mary-Luise Hook

/s/Helen McDonough (notary)

/s/ Betty F. Drack  
/s/ Robert J. Drack  
/s/ A. S. Grieco

/s/Betty J. Bass  
/s/Camilla B. Ellis

/s/ Alan B. Mills  
/s/ Nancy Lewis Mills

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Hubert C. Williamson  
/s/ Patricia P. Williamson

/s/Barbara L. Sears  
/s/Ruth Farragut

/s/ Lura D. Penticoff

/s/Helen Showers  
/s/Joyce Thompson

/s/ William J. Adam

/s/Ronald M. Demell  
/s/Linda S. Caldwell

/s/ James F. Meister  
/s/ Clare Meister

/s/Betty Hobbs  
/s/Woodrow W. Wilkinson Sr.

/s/ John Lincoln Fox  
/s/ Frida G. Fox

/s/Robert M. Wiley  
/s/Raymond B. Philip

/s/ Jay J. Delay  
/s/ Pauline M. Delay

/s/Charles E. Peters  
/s/Claire B. Peters

/s/ Charles E. Peters  
/s/ Claire B. Peters

/s/John T. Hunter  
/s/Margaret C. Hill

/s/ Paul T. Wile  
/s/ Margaret C. Wile

FILED  
OCT 15 1972

1972 OCT 15 1972

O.R. 779 PG 0849

88 9025

**DECLARATION OF RESTRICTIONS AND EASEMENTS AND  
SUPPLEMENTARY RESTATED DECLARATION OF  
COVENANTS RE: ASSESSMENTS  
[COUNTRY CLUB]**

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS AND SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS RE: ASSESSMENTS is made this 15th day of APRIL, 1988, by ARVIDA/JMB PARTNERS, a Florida General Partnership, its successors and assigns (collectively referred to hereafter as "Arvida/JMB").

**W I T N E S S E T H :**

WHEREAS, the Sawgrass Declaration of Covenants re: Assessments as recorded in Official Records Book 239, page 229 of the current public records of St. Johns County, Florida has been amended by restatement in the form of the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 369, page 706, of the current public records of St. Johns County, Florida, and further amended by First Amendment to Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, of the public records of St. Johns County, Florida (collectively, the "Restated Declaration") - which by this reference is hereby incorporated herein in its entirety; and

WHEREAS, Arvida/JMB, as the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Club Property") desires to subject the Club Property to all terms, conditions and provisions as contained in the Restated Declaration, except as modified herein, and desires to subject the Club Property to the additional covenants, easements and restrictions as set forth herein, as provided under the terms of Article II of the Restated Declaration.

NOW THEREFORE, the undersigned hereby declares as follows:

**I. Submission of Club Property to Terms of Restated Declaration.**

The Club Property and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Restated Declaration and in this Declaration. All defined terms contained in this Declaration shall have the same meaning as such terms are defined by the Restated Declaration. Except as specifically modified

THIS INSTRUMENT PREPARED BY  
THOMAS M. JENKS  
PAPPAS & METCALF  
19-01 H.D. MARGENT SQUARE  
JACKSONVILLE, FLORIDA 32202



hereby, the terms of the Restated Declaration shall be otherwise fully applicable to the Club Property in all respects.

II. Assessments.

Notwithstanding any provision of the Restated Declaration to the contrary, the Club Property shall be subject to the payment of assessments to Sawgrass Association, Inc., its successors and assigns (collectively referred to hereafter as the "Association") as provided in this Article II. Any and all improvements constructed upon the Club Property shall be assessed an annual assessment amount equal to the assessment payable by one (1) Residential Dwelling Unit for each 1,000 square feet of heated and air conditioned space (which shall be rounded to the nearest 1000 square feet). For purposes of this Declaration, "improvements" shall include any and all roofed vertical structures constructed within the Club Property, including, without limitation, any clubhouse, restaurant, cabana facility, golf halfway house, restroom facility, snackbar, pro shop, or meeting room. There shall be no assessment attributable to any portion of the Club Property which is unimproved. Based upon the amount of square footage of heated and air conditioned space located within the Club Property as of the date of this Declaration, the annual assessment attributable to the Club Property as of the date hereof equals the annual assessment attributable to twenty-nine (29) Residential Dwelling Units. Further, notwithstanding the provisions of the Restated Declaration providing for the termination of assessments against Commercial Club Property, the assessments provided herein shall continue for the same duration as assessments generally imposed against Residential Dwelling Units subject to the terms of the Restated Declaration; provided, however, Sawgrass Country Club, Inc., a Florida corporation, its successors and assigns, as owner of the Club Property (collectively referred to hereafter as "the Club"), shall be obligated to contribute such assessments for only so long as increases in assessments are uniformly applied by the Association against Residential Dwelling Units, Residential Unimproved Lots, Residential Acreage, and Commercial Club Property, and for so long as no discriminatory assessments are imposed upon the Club Property by the Association. For example, the multiple of the increase in assessment applied to improvements located upon the Club Property shall not be more than the multiple of increase applied to a residential dwelling unit at the time of such increased assessment. Notwithstanding the obligation of the Club to contribute to assessments of the Association, unless consented and agreed to by the Association, the Club shall not be considered a member in the Association or have voting rights therein solely by virtue of ownership of the Club Property.

### III. Security Services.

Security services shall be provided to the Club Property by the Association at the same level and frequency as such services are provided to Residential Dwelling Units pursuant to the Restated Declaration. To the extent that the Club shall desire additional security services for the benefit of the Club Property, it shall be the Club's sole responsibility to contract and pay for same. Any independent contractor or entity hired by the Club to perform security services for the benefit of the Club Property must first be approved in writing by the Association before commencing such services, which approval shall not be unreasonably withheld.

### IV. Architectural Control.

Section 4.1 Improvements. No structure or improvement, including, without limitation, any landscaping and landscaping devices, berms, mounds, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Club Property nor shall any addition to or change or alteration thereto be made until the plans, specifications, and location of the same shall have been submitted to and approved in writing, by the Association. Pursuant to this Section 3.1, all such structures and improvements shall be evaluated: (i) as to harmony of external design and location in relation to surrounding structures and topography; (ii) as to consistency with the general plan of development for the Club Property as evidenced by the improvements and facilities constructed upon the Club Property by Arvida/JMB and its predecessors in title, which are in existence as of the date of this Declaration; and (iii) as to conformance and compatibility with the rights, easements, and use restrictions granted, reserved, and imposed by this Declaration. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any other homeowners or condominium association for the area in which any such portion of the Club Property is located.

Section 4.2 Submission. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvement, structure or golf course design modification proposed upon any portion of the Club Property signed by an authorized representative of the Club. The Association may also require submission of samples of building materials proposed for use on any portion of the Club Property, and may require such additional information as reasonably may be necessary to completely evaluate the proposed construction or modifications.



Section 4.3 Approvals. Approval or disapproval of applications to the Association shall be given to the Club in writing within thirty (30) days of receipt thereof by the Association. In the event that the approval or disapproval is not forthcoming within thirty (30) days, unless an extension is agreed to by the Club, the application shall be deemed approved; provided that any construction shall be in accordance with the submitted plans. The Association shall provide a written confirmation upon request of any such deemed approval. Approval of any application by the Association shall not constitute a basis for any liability of the Association for: (i) failure of the plans to conform to any applicable building codes; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements. Approval of any application by the Association shall not be arbitrarily withheld, but disapproval may be based upon purely aesthetic grounds relating to the criteria set forth in Sections 4.1(i) and 4.1(ii) hereof. The reason for rejection of any proposed plans shall be stated to the Club upon request, in writing. Upon request of the Club, the Association shall provide written evidence of architectural approval in recordable form.

Section 4.4 Review by Arvida/JMB. Until the Exit Date, no modification to any tees, greens, fairways, roughs, golf cart paths or other golf course modifications shall be commenced within the Club Property, until the plans, specifications, and locations of same have first been approved in writing by Arvida/JMB. Each request for approval by Arvida/JMB shall comply with the provisions of Section 4.2 hereof and the time periods stated in Section 4.3 hereof shall be applicable to such requests. Approval of a requested modification shall not be unreasonably withheld by Arvida/JMB provided (i) the proposed structures, improvements or modifications are consistent with good golf course design based upon a recommendation of a member of the American Society of Golf Course Architects; and (ii) the proposed structures, improvements, or modifications do not obstruct views from any existing or future residential development property located within the Sawgrass Country Club Development as such term is defined by Section 6.3 hereof. For purposes of this Section 4.4 a change in the elevation of vegetation within the Club Property meeting the requirements of Section 5.3 hereof shall not be deemed to obstruct views from such residential development property. The rights granted Arvida/JMB pursuant to this Section 4.4 shall terminate as of the Exit Date, as such term is defined in Section 5.1 hereof.

V. Use Restrictions.

Section 5.1 Use Restrictions. For a period of not less than thirty (30) years from the earlier of (i) the date all members of the Board of Governors of the Club designated by Arvida/JMB shall

have resigned (the "Exit Date"), or (ii) March 1, 1996, the Club Property shall be used and occupied solely for recreational and open space purposes.

Section 5.2 PUD Modification. Due to the integrated nature of the Club Property with the Sawgrass Country Club Development under the terms of St. Johns County, Florida Ordinance Numbers 73-8 and 82-67 (the "PUD") and vested Development of Regional Impact status, by acceptance of title to the Club Property, the Club agrees that it will not construct any improvements upon the Club Property nor take any action, which in the sole opinion of Arvida/JMB, would result in a modification of the terms and provisions of the PUD or modification of the vested Development of Regional Impact status of the Sawgrass Country Club Development, without the prior written consent of Arvida/JMB, which shall not be unreasonably withheld. This Section 5.2 shall automatically terminate and be of no further force and effect as of the Exit Date.

Section 5.3 Maintenance of Vegetation. All vegetation located within the fairways and rough areas of the golf courses located within the Club Property, and all lake edge areas or road buffers located therein, shall be maintained at a height not to exceed 24 inches, other than mature trees or shrubs which constitute part of the existing landscape plan. All such areas shall be cleared and understoried on a regular basis so as to provide a well maintained, neat and attractive appearance consistent with good property management. This shall include maintenance of grass, plants, plant beds, trees, turf and irrigation systems serving same, all in a manner and with such frequency as is consistent with good property management. To the extent that these areas shall not be adequately maintained by the Club as provided herein, the Association shall have the right to enter upon the Club Property after fifteen (15) days prior written notice to the Club and upon the Club's failure to cure such inadequate maintenance, for the purpose of performing such maintenance, the cost and expense of which shall be borne by the Club and which shall be due and payable within fifteen (15) days of demand for same by the Association. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law.

Section 5.4 Lake Edge Maintenance and Lake Use.

Only the Association, the Club and Arvida/JMB shall have the right to pump or otherwise remove any water from any water bodies constituting part of the Country Club Drainage System, as such term is defined in Section 6.3 hereof, for the purpose of

irrigation or other use. The Club's right to draw water from the Country Club Drainage System shall be limited to such amounts as may be necessary to supplement the irrigation water drawn by the Club from the lake located within Golf Course Parcel I more particularly described on Exhibit B attached hereto and made a part hereof (the "Utility Lake"), in accordance with the requirements of the Utility Service Agreement between Arvida Corporation, Intercoastal Utilities, Inc. and Florida Title Group, Inc. dated September 1, 1983 (the "Utility Service Agreement") during periods of drought, reasonable periods of repair to the Club's irrigation system, and similar periods of time when the irrigation water from the Utility Lake is unavailable or insufficient to effectively irrigate the Club Property. Further, the Association shall at all times have the right to limit the Club's use of irrigation water from the Country Club Drainage System so as to maintain reasonable water levels within the system, and shall at all times have the right to approve the location and nature of any equipment used by the Club to draw irrigation water from the Country Club Drainage System, which approval shall not be unreasonably withheld. Nothing contained herein shall in any way limit the right of the Club to draw water from the Utility Lake.

All portions of the Club Property which now or hereafter are adjacent to, or include a portion of the Country Club Drainage System (the "Lake Parcels") shall be maintained by the Club with such grass, planting or other lateral support as is necessary to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Association, which consent shall not be unreasonably withheld. Further, all shoreline vegetation such as cattails and the like located within the Lake Parcels shall be maintained by the Club in a manner comparable to the level of maintenance of such areas by Arvida/JMB prior to the date of this Declaration. If the Club fails to maintain any Lake Parcel as part of its landscape maintenance obligations in accordance with this provision, the Association shall have the right after five (5) days prior written notice to the Club, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the Club, which shall be due and payable within fifteen (15) days of demand for same by the Association. Any sums not paid when due shall bear interest at the highest permissible rate under Florida law. Title to any Lake Parcel shall not include ownership of riparian rights associated therewith, which riparian rights shall remain the property of Arvida/JMB or the specific assignee of such rights.

VI. Easements Granted, Reserved, and Assigned.

Section 6.1 Easement for Ingress and Egress. Arvida/JMB hereby grants to the Club, its successors and assigns, for the use, enjoyment and benefit of the Club as owner of the Club Property and its members, invitees and licensees, a perpetual non-exclusive easement and right of way for the purposes herein expressed, over and across those certain parcels of real property situated in St. Johns County, Florida, more particularly described as parcels A, B and D as shown in the plat of Sawgrass Unit One recorded in Map Book 12, pages 3 through 18, parcel B as shown on the plat of Northgate Unit I, recorded in Map Book 15, pages 16 through 21, Chimney Ridge Drive (renamed South Nine Drive) as shown on the plat recorded in Map Book 16, pages 23 and 24, parcel A as shown on the plat of Country Club Unit VIII recorded in Map Book 19, pages 31 through 34, and the lands described on Exhibit A to that certain Grant of Non-Exclusive Easement for Ingress and Egress recorded in Official Records Book 764, at pages 1417 through 1419, all of the current public records of St. Johns County, Florida (the "Roadways"). The easement and right of way hereby granted shall be and exist for the purposes of providing to the Club, its members, invitees and licensees, a right of passage and access, on foot or by vehicle, between and the Club Property and Highway A-1-A and between the Club Property and Ponte Vedra Boulevard. For purposes of this Declaration, the term "vehicle" shall not include golf carts, access for which is specifically addressed by Section 6.2 hereof. The easement granted hereby shall not include the right to park upon the Roadways. The Association may adopt and change from time to time, reasonable rules and conditions to regulate the persons and vehicles which may traverse and make use of, the Roadways; provided, however, that the Association, and its successors and assigns, shall not have the power or authority to adopt or attempt to enforce any rule which would have the effect of terminating or unreasonably restricting the easement and right of way hereby granted as a way of passage or access to and from the Club Property. The Association, with the advice and consultation of the Club, shall establish security procedures which shall allow the Club and its members reasonable access to the Club Property at all hours of the night or day, while preserving the character of the Sawgrass Country Club Development, as such term is defined in Section 6.3 hereof, as a private, restricted-access community. In the event and to the extent that the Roadways shall be dedicated to or otherwise acquired by the public, the preceeding provisions of this Section 6.1 shall thereafter be of no further force and effect. The Association shall have the right at any time, with the consent of the Board of County Commissioners of St. Johns County, Florida, or the governing body of any municipality or other governmental body or agency having jurisdiction, and upon reasonable prior notice to the Club of any

public hearing or application pertaining to the dedication of such Roadways, to dedicate to the public all or any part of the Roadways. In addition, the Association shall have the right to redesignate, relocate or close any other part of the Roadways without the consent or joinder of any other party, so long as such redesignation, relocation, or closure of the Roadways shall not reduce the aggregate size or width of any fairway, infringe upon any tee or green located within the Club Property or materially modify or require the material modification of, any golf course improvements located within the Club Property. In the event any proposed redesignation, relocation, or closure of the Roadways shall interfere with any existing road or driveway providing access to any portion of the Club Property, the Association shall, as a prerequisite to such redesignation, relocation, or closure, provide the Club with access reasonably equivalent to that provided by the existing road or driveway, and the Association shall pay all costs and expense incurred by the Club in connection with the construction of any extensions or modifications of the existing road or driveway necessary to achieve such reasonably equivalent access.

**Section 6.2 Golf Cart Easements** Arvida/JMB hereby grants to the Club, its successors and assigns, for the use, enjoyment and benefit of the Club as owner of the Club Property and its members, invitees and licensees, a perpetual, non-exclusive easement and right of way for the purposes herein expressed over and across those certain parcels of real property situated in St. Johns County, Florida, more particularly described on Exhibit C attached hereto and made a part hereof (the "Golf Cart Easement Parcels"). The easement hereby granted shall be and exist for the purposes of providing to the Club, its members, invitees and licensees, a right of pedestrian access, and a right to operate golf carts, over and across the Golf Cart Easement Parcels. The Association may adopt and change from time to time, reasonable rules and conditions to regulate the use of the Golf Cart Easement Parcels; provided, however, that the Association, its successors and assigns, shall not have the power or authority to adopt or attempt to enforce any rule which would have the effect of terminating or unreasonably restricting the easement hereby granted.

**Section 6.3 Lake Easements.** Arvida/JMB hereby grants to the Club, its successors and assigns, for the benefit of the Club Property a perpetual and non-exclusive easement over the lakes, canals and other water bodies owned by Arvida/JMB as of the date of this Deed, and which are or shall become part of the Country Club Drainage System, as such term is defined in this Section 6.3. For purposes of this Declaration, the "Country Club Drainage System" shall mean and refer to the series of lakes, canals, and drainage structures located within the real property

-9-

more particularly described on Exhibit D attached hereto and made a part hereof (hereinafter referred to as the "Sawgrass Country Club Development"), all as more particularly described in the plans and drawings submitted to and on file with the St. Johns River Water Management District, as a portion of the application materials incorporated by reference in permit numbers M.S.S.W. 4-109-0010A and M.S.S.W. 4-109-0010M. The easement granted hereby shall be for the limited purposes of allowing the Club the right to connect to and utilize the Country Club Drainage System for drainage and irrigation of the Club Property. All such use of the Country Club Drainage System shall be in accordance with all applicable statutes and regulations and all covenants, rules and restrictions made applicable to the real property constituting the Country Club Drainage System and enforceable by the Association from time to time.

**Section 6.4 Golf Easements Assigned.** Arvida/JMB hereby assigns to the Club, its successors and assigns, for the benefit of the Club as owner of the Club Property and its members, licensees and invitees, the rights and easements of Arvida/JMB with respect to golf play more particularly described in the specific provisions of the recorded documents identified on Exhibit E attached hereto and made a part hereof.

**Section 6.5 Other Rights and Easements Assigned.** Arvida/JMB hereby assigns to the Club, its successors and assigns, for the benefit of the Club as owner of the Club Property and its members, licensees and invitees, the rights and easements of Arvida/JMB more particularly described in the specific provisions of the recorded documents identified on Exhibit F attached hereto and made a part hereof.

**Section 6.6 Easement for Utilities.** Arvida/JMB hereby reserves for itself, its successors and assigns and other parties as Arvida/JMB may designate, including, but not limited to, utility companies authorized by Arvida/JMB to service the Sawgrass Country Club Development, for the benefit of all lands constituting the Sawgrass Country Club Development, a non-exclusive and perpetual easement to erect, maintain, use and connect to utilities, wires, cables, conduits, sanitary sewers, water mains, gas, sewer, electric and water lines, irrigation lines and equipment, other public conveniences or utilities constructed on, in and over that portion of the Club Property more particularly described on Exhibit "G" attached hereto and made a part hereof (the "Future Development Area"). Upon completion of construction of utility improvements, the Club agrees to grant easement rights for maintenance, repair, replacement, use, and connection, to utility companies designated by Arvida/JMB to service the Club Property, as may be reasonably required by such utility companies to provide utility services to



-10-

the Club Property and adjacent lands owned by Arvida/JMB and others. The easement reserved by this Section 6.6 shall include a non-exclusive and perpetual right of ingress and egress at all times over and upon those portions of the Future Development Area as may be reasonably necessary for the purpose of inspection, maintenance, repair and replacement of utility improvements constructed within the Future Development Area. Further, after installation, construction, repair, replacement or removal of any such utility lines, Arvida/JMB, its successors and assigns, shall, as soon as is reasonably possible, at the option of Arvida/JMB, either (i) perform all work necessary to repair, replace and restore the earth, landscaping and planting and surface improvements within the affected area, if any, to the condition existing prior to excavation of the Future Development Area, or (ii) pay to the Club all costs and expense incurred by the Club for such replacement and restoration. The utility easement reserved hereby shall not operate to reduce the aggregate size or width of any fairway, infringe upon any tee or green located within the Future Development Area, or materially modify or require the material modification of, any golf course improvements located therein.

**Section 6.7 Drainage Easement.** Arvida/JMB hereby reserves for itself, its successors and assigns, including, but not limited to, the Association, for the benefit of all lands constituting the Sawgrass Country Club Development, a non-exclusive and perpetual easement over those portions of the Club Property which constitute a portion of the Country Club Drainage System as of the date of this Declaration, for the construction, maintenance, use, operation and inspection of the Country Club Drainage System, together with a non-exclusive and perpetual right and easement to connect with and utilize those portions of the Country Club Drainage System located within the Club Property. The easement reserved by this Section 6.7 shall include a non-exclusive and perpetual right to perform all construction, maintenance and repair of the Country Club Drainage System necessary in the reasonable judgment of Arvida/JMB or the Association to operate and maintain the Country Club Drainage System in accordance with covenants, rules and restrictions applicable to the Sawgrass Country Club Development and standards prescribed by applicable law. The easement reserved by this Section 6.7 shall further include a perpetual and non-exclusive easement over those portions of the Club Property immediately adjoining the Country Club Drainage System, for ingress and egress at all times for purposes of maintenance of the Country Club Drainage System and for inspecting and testing the water level of the Country Club Drainage System.

Arvida/JMB hereby further reserves for itself, its successors and assigns, including, but not limited to, the Association, for

the benefit of all lands constituting the Sawgrass Country Club Development, the right to grant additional non-exclusive and perpetual drainage easements over the Club Property. The easements which may be granted pursuant to this Section 6.7 may also include the non-exclusive and perpetual right to construct, maintain and repair such storm sewers, swales, drains, pipes, and similar drainage structures within the easements granted as are reasonably necessary to drain the lands benefitted by such easements. Neither Arvida/JMB nor its successors and assigns, however, shall have the right to grant additional drainage easements hereunder which would operate to reduce the aggregate size or width of any fairway, infringe upon any tee or green within the Club Property or materially modify, or require the material modification of, any golf course improvement within the Club Property. All of the rights reserved to Arvida/JMB by this Section 6.7 shall be assigned by Arvida/JMB to the Association as of the Exit Date.

**Section 6.8 Recreational Easement.** Arvida/JMB hereby grants to the Association, and its members, successors and assigns for the benefit of all lands constituting the Sawgrass Country Club Development, a non-exclusive and perpetual easement for recreational access over those portions of the Country Club Drainage System located within the Club Property. The use of such portions of the Country Club Drainage System by the parties benefitted hereby shall be limited in the same manner as the use of other portions of the Country Club Drainage System is limited by covenants, restrictions, rules and regulations made applicable to such areas from time to time and enforceable by the Association, or by the Club for its own members.

**Section 6.9 Beach Access.** Arvida/JMB hereby grants to the Association, its successors and assigns, for the benefit of all members of the Association owning real property located within the Sawgrass Country Club Development, an easement for beach access in, on and over that portion of the Club Property more particularly described on Exhibit H attached hereto and made a part hereof (the "Beach Access Parcel"). The easement reserved by this Section 6.9 shall be strictly limited to allow only pedestrian and bicycle traffic over the Beach Access Parcel and shall in no way be construed to allow the parking of vehicles other than bicycles upon any portion of the Beach Access Parcel.

**Section 6.10 Easement for Maintenance Purposes.** Arvida/JMB hereby grants to the Association, and its members, successors and assigns for the benefit of all lands constituting the Sawgrass Country Club Development, an easement in, on, over and upon those portions of the Club Property as may be reasonably necessary for the purpose of maintaining or improving marsh areas, lakes,



-12-

hammocks, wildlife preserves, or any other areas the maintenance of which is to be performed by the Association. The easement reserved hereby shall not, however, operate to reduce the aggregate size or width of any fairway, infringe upon any tee or green located within the Club Property or materially modify, or require a material modification of, any golf course improvements located therein.

Section 6.11 Spray Effluent Easement and Assumption of Obligations under Utility Service Agreement. Arvida/JMB hereby reserves for itself, its successors and assigns including the Association and utility companies authorized by Arvida/JMB or the Association to service the Sawgrass Country Club Development, for the benefit of all lands constituting the Sawgrass Country Club Development, a non-exclusive and perpetual easement over the Club Property for the purpose of disposing of treated sewage effluent from a sewage treatment plant (the "Utility Plant") located on the real property described on Exhibit A of the Special Warranty Deed from Arvida Corporation to Intercoastal Utilities, Inc. dated September 1, 1983, and recorded in Official Records Book 602, at page 608 of the current public records of St. Johns County, Florida. The easement reserved by this Section 6.11 shall allow the disposal of up to 750,000 gallons per day of treated sewage effluent from the Utility Plant by spray irrigation upon the golf course located on the Club Property in accordance with the terms of this Section 6.11 and the Utility Service Agreement dated September 1, 1983 (the "Utility Service Agreement"), between Intercoastal Utilities, Inc. (the "Utility Company"), Florida Title Group, Inc. and Arvida Corporation (the "Developer"). The easement reserved by this Section 6.11 shall further include the right: (i) to connect additional lines to the existing effluent disposal system located within the Club Property which Arvida/JMB, in its sole discretion, shall deem necessary to adequately serve existing and future development within the Sawgrass Country Club Development, and (ii) to pump treated sewage effluent into the irrigation lines and irrigation system serving the Club Property or other portions of the Sawgrass Country Club Development. In the event the effluent disposal system shall be expanded outside of the Club Property, the cost of maintenance, repair, replacement and operation of the effluent distribution pump shall be fairly and equitably allocated among the owners of the property benefitted by the expansion of the effluent disposal system. Further, the cost of maintenance, repair, replacement and operation of any portion of the effluent disposal system located outside of the Club Property shall be solely the responsibility of the owner of the property in which such portion of the effluent disposal system is located. The Club shall not, without the prior consent of the Arvida/JMB, alter the effluent disposal system, irrigation lines, or irrigation system located on the Club Property as of the date of this Declaration.

-13-

The Club by acceptance of title to the Club Property, assumes each and every obligation of the Developer, as such term is defined by this Section 6.11, with respect to the Club Property under the Utility Service Agreement (to the extent the Club is not required to obtain the consent of other parties to such assumption), specifically including but not limited to, the Developer's obligation under Section 13 of the Utility Service Agreement to (1) maintain, operate, repair and, if necessary, replace the effluent distribution pump located on the Effluent Pump Site (as defined in the Utility Service Agreement); (2) pump, at its own expense, effluent from the lake adjacent to the Utility Plant (as defined in the Utility Service Agreement) onto the golf course located on the Club Property in sufficient quantities to allow the Utility Company to regularly discharge up to 750,000 g/p/d of treated effluent into said lake; and (3) to cooperate in good faith with the Utility Company to maintain the lake level in such a manner as to comply with applicable permits and regulations. The Club, by acceptance of title to the Club Property further covenants with Arvida/JMB that it shall faithfully perform the obligations of Developer under Section 13 of the Utility Service Agreement with respect to disposal of effluent on the golf course located within the Club Property, that this covenant shall run with and burden title to the Club Property and that, as a result of the inadequacy of remedies at law, this covenant shall be specifically enforceable by Arvida/JMB. Further, in the event the Club shall not fully and faithfully perform its obligations under the Utility Service Agreement as required by this Section 6.11, upon five (5) days prior written notice to the Club and the Club's failure to cure, Arvida/JMB shall have the right to perform such obligations on behalf of the Club, and any expense incurred by Arvida/JMB in connection with such performance shall be immediately reimbursed by the Club to Arvida/JMB.

**Section 6.12. Future Easements and Restrictions.** By its acceptance of title to the Club Property, the Club agrees that it may be necessary or desirable for the development of portions of the Sawgrass Country Club Development adjacent to the Future Development Area, to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, and rights of way, to modify the boundary lines and to plat or replat portions of the Future Development Area, and to take such other action as Arvida/JMB may deem reasonably necessary and appropriate, provided such action does not reduce the aggregate size or width of any fairway, infringe upon any tee or green located within the Future Development Area or materially modify, or require the material modification of, any golf course improvements located therein. The Club agrees to execute and deliver, and will cause the holders of any liens upon or interests in the Future Development Area, to execute and deliver any and all documents and instruments which Arvida/JMB deems necessary or desirable to

-14-

accomplish the same, specifically including corrective deeds to the Future Development Area. In the event construction activities of Arvida/JMB shall result in the filing of a mechanic's lien against the Club Property, or any portion thereof, Arvida/JMB shall promptly have such mechanic's lien released or shall promptly transfer such lien to a bond posted pursuant to the requirements of the Florida Mechanic's Lien Law. Except for the obligation of Arvida/JMB to have mechanic's liens released or transferred to bond, this Section 6.12 shall automatically terminate and become of no further force and effect as of the Exit Date.

Section 6.13 Description of Easements Granted and Reserved. The easements granted and reserved in Sections 6.3, 6.6, 6.7, 6.8, 6.10 and 6.12 hereof shall be reduced at the request of the Association, the Club, or Arvida/JMB to include (i) only the actual lakes, water bodies, canal areas and other property constituting part of the Country Club Drainage System or upon which drainage facilities or improvements are located, (ii) only those portions of the Club Property upon which water, sewer, electrical, cable television, or other utility improvements have actually been constructed; or (iii) or only those portions of the Club Property, or the Sawgrass Country Club Development, reasonably necessary for the purposes of the easements provided in the referenced Sections, together with reasonable access to the areas subject to the easements granted or reserved thereby necessary for maintenance purposes. In order to reduce these easement areas the requesting party shall obtain a survey and legal description of the applicable area and reasonable access thereto and upon approval of such survey by the other parties, the Association, the Club and Arvida/JMB shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same. Further, to the extent that any of the rights, easements or restrictions granted, reserved or imposed by this Declaration affect the Country Club Drainage System, none of such rights, easements or restrictions shall be deemed to affect any portion of a platted subdivision or condominium located landward of the drainage control line, lake easement, or similar boundary shown on the recorded plat of such subdivision or on the recorded declaration of condominium creating such condominium.

## VII. General Provisions.

Section 7.1 Duration of Covenants and Restrictions and Remedies for Violation. The covenants and restrictions contained in Articles I through V hereof shall run with title to and bind the Club Property, and shall inure to the benefit of and be enforceable by Sawgrass Association, Inc., and its successors and

-15-

assigns for a term of thirty (30) years from the Exit Date, after which time these covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument executed by the President and Secretary of the Association and approved by the members of the Association holding not less than two-thirds (2/3) of the voting interest of the membership of the Association, and approved by the Board of Directors of the Association, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. The prior sentence notwithstanding, except as may be required by law, the use restrictions contained in Section 5.1 hereof shall automatically expire thirty (30) years from the Exit Date, and shall not be renewed unless such restriction shall be reimposed by the owner of the Club Property following such expiration.

**Section 7.2 Severability.** Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provision of any other provision contained herein which shall remain in full force and effect.

**Section 7.3 Amendment of Covenants and Restrictions.** The covenants and restrictions contained in Articles I through V hereof may be amended at any time upon the written consent of the Association, the Club and Arvida/JMB, provided, however, that any such amendment shall not require the written consent of Arvida/JMB following the Exit Date. Provided a proposed amendment to such covenants and restrictions shall be consistent with the purposes and intent of this Declaration, neither the Association, the Club, nor Arvida/JMB shall unreasonably withhold its respective consent to such amendment. Upon the approval of the Association, the Club, and Arvida/JMB (if applicable), the President and Secretary of the Association shall execute a copy of the amendment which shall be recorded in the public records of St. Johns County, Florida.

**Section 7.4 Future Easement Modifications.** Sections 6.7, 6.11, 6.12 and 6.13 hereof may not be modified or amended except in a writing executed by the Association, the Club and Arvida/JMB provided, however, that any such amendment or modification shall not require the joinder of Arvida/JMB following the Exit Date. Provided a proposed modification to such easements shall be consistent with the purposes and intent of this Declaration, neither the Association, the Club, nor Arvida/JMB shall unreasonably withhold its respective consent to such modification. The Association, the Club and Arvida/JMB shall have the right to modify the terms and provisions of the easements referenced herein pursuant to this Section 7.4 at their discretion without the consent or joinder of any other party.

-16-

**Section 7.5 Enforcement.** Violation or breach of any condition, covenant, easement or restriction herein contained shall give the Association, the Club, and Arvida/JMB, and their respective successors and assigns, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants, easements or restrictions and to prevent the violation or breach of any of them; provided, however, that such violation or breach shall not result in a reversion or forfeiture of title to the Club Property. The expenses of such litigation shall be recoverable by the prevailing party in such litigation. Expenses of litigation shall include reasonable attorneys' fees and costs of court incurred at both trial and appeal.

**Section 7.6 No Third Party Beneficiaries.** This Declaration creates rights and obligations between Arvida/JMB, the Association, the Club, and their respective successors and assigns. Except as otherwise specifically provided herein, this Declaration is not intended nor shall it be construed to create any rights or remedies as to third parties and no party shall constitute a third party beneficiary to the terms of this Declaration.

**Section 7.7 Successors and Assigns of Arvida/JMB.** For purposes of this Declaration, "successors and assigns" of Arvida/JMB shall mean and refer to only those entities who acquire title to real property within the Sawgrass Country Club Development and receive an assignment of developer rights of Arvida/JMB with respect to the Sawgrass Country Club Development. The provisions of this Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

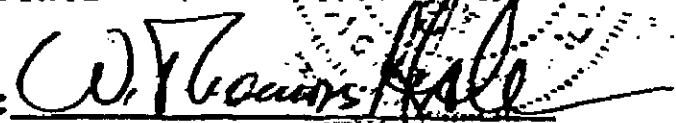
**Section 7.8 Effective Date.** This Declaration shall become effective upon its recordation of the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned has set their hands and seals the date and year first above written.


Signed, sealed and delivered in the presence hereof:

ARVIDA/JMB PARTNERS, a Florida General Partnership

By: Arvida/JMB Managers, Inc., an Illinois Corporation, General Partner

By:   
W. Thomas Hale,  
Vice President

[CORPORATE SEAL]

  
Robert C. Edwards

O.R. 779 PG 0865

-17-

STATE OF FLORIDA )  
DUVAL )SS  
COUNTY OF ~~ST. JOHN~~

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of April, 1988, by W. Thomas Hale, the Vice  
President of Arvida/JMB Managers, Inc., an Illinois corporation,  
a general partner of Arvida/JMB Partners, a Florida General  
Partnership, on behalf of the partnership.

Mary M. Dumark  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

Notary Public, State of Florida At Large  
My Commission Expires Aug. 15, 1989  
Bonded by SWFL Insurance Corporation of America

A376  
#6/TMJ/3-24-88



## COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -1-

## DESCRIPTION: GOLF COURSE PARCEL "A"

Beginning at the Southeast corner of NORTH GATE II, according to the plat thereof, as recorded in Map Book 15, Pages 37 through 39, inclusive, of the Public Records of St. Johns County, Florida; thence North  $82^{\circ}50'06''$  West, a distance of 51.02 feet; thence South  $07^{\circ}09'54''$  West, a distance of 833.09 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 2764.93 feet, an arc distance of 691.47 feet to the Point of Tangency; thence South  $07^{\circ}09'50''$  East, a distance of 998.51 feet, the last three courses described being coincident with the Easterly limits of the 200' Right-of-Way of State Road A-1-A, as now laid out and in use; thence North  $82^{\circ}50'10''$  East, a distance of 55.00 feet; thence South  $53^{\circ}45'16''$  East, a distance of 208.46 feet; thence South  $18^{\circ}06'56''$  East, a distance of 516.24 feet; thence South  $32^{\circ}20'34''$  East, a distance of 264.85 feet; thence South  $26^{\circ}36'05''$  East, a distance of 190.28 feet; thence South  $61^{\circ}47'43''$  East, a distance of 222.36 feet to the Point of Curvature of a circular curve to the left; thence Southerly, Easterly and Northerly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 53.83 feet to the Point of Reverse Curvature, the last seven courses described being coincident with the Easterly limits of WILLOW POND LANE, according to the plat thereof, as recorded in Map Book 16, Pages 5 through 8, inclusive, of the Public Records of St. Johns County, Florida; thence Northerly and Easterly, along the arc of said curve, having a radius of 425.00 feet, an arc distance of 162.17 feet to the Point of Tangency; thence North  $16^{\circ}42'24''$  East, a distance of 79.33 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 16.32 feet, the last three courses described being coincident with the Westerly limits of Parcel "A" (Preston Trail), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence North  $84^{\circ}26'06''$  West, a distance of 115.10 feet; thence North  $15^{\circ}33'00''$  West, a distance of 825.66 feet, the last two courses described being coincident with the Southerly and Westerly limits of SAWGRASS UNIT TWO, according to the plat thereof, as recorded in Map Book 15, Page 14, of the Public Records of St. Johns County, Florida; thence North  $12^{\circ}45'34''$  West, a distance of 66.41 feet; thence North  $52^{\circ}12'00''$  West, a distance of 383.97 feet; thence North  $13^{\circ}19'07''$  West, a distance of 190.29 feet; thence North  $20^{\circ}56'21''$  East, a distance of 109.78 feet; thence North  $08^{\circ}01'18''$  West, a distance of 192.73 feet; thence North  $33^{\circ}06'09''$  West, a distance of 63.38 feet; thence North  $72^{\circ}08'43''$  West, a distance of 158.13 feet; thence North  $16^{\circ}54'43''$  West, a distance of 88.00 feet; thence North  $18^{\circ}59'51''$  East, a distance of 598.26 feet; thence North  $04^{\circ}46'38''$  East, a distance of 150.00 feet; thence North  $05^{\circ}10'48''$  East, a distance of 675.23 feet; thence North

COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -2-

75°11'01" East, a distance of 417.00 feet; thence North 89°57'23" East, a distance of 480.50 feet; thence South 00°02'37" East, a distance of 51.32 feet to a point on the arc of a circular curve to the left, whose radius point bears North 41°27'07" West from the last described point, the last fourteen courses described being coincident with the Westerly, Northerly and Easterly limits of Block 1, of said plat of SAWGRASS UNIT ONE; thence Easterly and Northerly, along the arc of said curve, having a radius of 475.00 feet, an arc distance of 21.47 feet to the Point of Tangency; thence North 45°57'28" East, along the Northwestern limits of Parcel "A" (Preston Trail) of said SAWGRASS UNIT ONE, a distance of 89.39 feet; thence continue North 45°57'28" East, a distance of 179.84 feet to a point on the arc of a circular curve to the right, whose radius point bears North 49°59'42" East from the last described point; thence Westerly and Northerly, along the arc of said curve, having a radius of 340.00 feet, an arc distance of 102.68 feet; the last two courses described being coincident with the Westerly limits of NORTH GATE I, according to the plat thereof, as recorded in Map Book 15, Pages 16 through 21, inclusive, of the Public Records of St. Johns County, Florida; thence North 80°27'51" West, a distance of 179.92 feet, the last course described being coincident with the Southerly limits of NORTH GATE I REPLAT, according to the plat thereof, as recorded in Map Book 15, Pages 33 through 36, inclusive, of the Public Records of St. Johns County, Florida; thence South 09°32'09" West, a distance of 3.00 feet; thence North 80°27'51" West, a distance of 50.00 feet; thence North 09°32'09" East, a distance of 3.00 feet, the last three courses described being coincident with that parcel of land conveyed to R.S. WINSLOW, as described in O.R. Volume 665, Page 1376, of the Public Records of St. Johns County, Florida; thence North 80°27'51" West, along the Southerly limits of said plat of NORTH GATE I REPLAT, a distance of 330.00 feet; thence South 71°52'33" West, a distance of 211.70 feet; thence South 60°27'58" West, a distance of 439.59 feet; thence North 82°50'06" West, a distance of 133.06 feet to the Point of Beginning, the last three courses described being coincident with the Southerly limits of said plat of NORTH GATE II.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "B" (A portion of Parcel "A-A", SAWGRASS UNIT ONE, Map Book 12, Pages 3 through 18, inclusive)

Beginning at the intersection of the Northerly limits of Parcel "A" (Sawgrass Drive West) and the Easterly limits of Parcel "A" (Preston Trail West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence North 27°50'10" East (North 27°50'10" West per Plat), a distance of 13.08 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having



COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -3-

a radius of 375.00 feet, an arc distance of 173.90 feet to a point on the arc of said curve, the last two courses described being coincident with the Easterly limits of said Parcel "A" (Preston Trail West); thence South 88°44'00" East, along the Southerly limits of HARBOR VILLA UNITS A, B, C AND D, as described in O.R. Volume 263, Page 738, of the Public Records of St. Johns County, Florida, a distance of 201.55 feet; thence continue South 88°44'00" East, a distance of 40.00 feet; thence South 48°01'37" East, a distance of 83.22 feet; thence South 88°44'00" East, a distance of 176.00 feet; thence North 66°48'53" East, a distance of 131.12 feet; thence South 88°44'00" East, a distance of 140.00 feet; thence South 52°23'36" East, a distance of 263.24 feet; thence South 68°51'14" East, a distance of 33.00 feet, the last seven courses described being coincident with the Southerly limits of SAWGRASS GARDEN HOMES I, according to the plat thereof, as recorded in Map Book 13, Pages 60 through 62, inclusive, of the Public Records of St. Johns County, Florida; thence South 56°16'36" East, a distance of 37.65 feet; thence South 79°25'53" East, a distance of 44.66 feet, the last two courses described being coincident with the Southerly limits of that parcel of land conveyed to G. B. DOUGLAS, as described in O.R. Volume 432, Page 631, of the Public Records of St. Johns County, Florida; thence North 50°42'38" East, a distance of 142.13 feet; thence North 39°56'46" East, a distance of 104.35 feet; thence North 11°23'21" West, a distance of 141.79 feet; thence North 42°22'35" West, a distance of 302.11 feet; thence North 48°21'59" West, a distance of 120.42 feet, the last five courses described being coincident with the Easterly limits of said plat of SAWGRASS GARDEN HOMES I; thence North 04°17'51" West, a distance of 207.51 feet; thence North 01°06'06" East, a distance of 110.50 feet; thence North 12°36'04" West, a distance of 123.50 feet; thence North 58°14'09" West, a distance of 273.00 feet; thence North 36°16'46" West, a distance of 183.31 feet; thence North 49°36'33" West, a distance of 345.00 feet; thence South 85°29'58" West, a distance of 128.34 feet, the last six courses described being coincident with the Northeasterly limits of SAWGRASS GARDEN HOMES II, according to the plat thereof, as recorded in Map Book 13, Pages 99, 100 and 101, of the Public Records of St. Johns County, Florida; thence North 09°03'51" West, a distance of 175.00 feet; thence North 41°16'48" West, a distance of 654.19 feet; thence North 49°14'59" West, a distance of 50.49 feet; thence North 23°44'18" West, a distance of 103.80 feet; thence North 02°51'07" West, a distance of 113.29 feet; thence North 11°29'16" East, a distance of 100.88 feet; thence North 13°27'53" West, a distance of 190.99 feet; the last seven courses described being coincident with the Easterly limits of Block 2, of said plat of SAWGRASS UNIT ONE; thence South 75°14'04" East, a distance of 53.00 feet, more or less, to the waters of a man made lake; thence Northerly, along said waters edge, the following three meander courses; thence North 01°21'11" East, a distance of 73.43 feet; thence North 02°10'54" West, a distance of 46.76 feet; thence

COUNTRY CLUB GOLF COURSE DESCRIPTION PAGE -4-

North 32°49'46" East, a distance of 40.84 feet, the last four courses described being coincident with the Southerly and Easterly limits of that parcel of land Quit-Claimed to H. Dean Hopper, as described in O.R. Volume 742, Page 432, of the Public Records of St. Johns County, Florida; thence North 35°47'43" East, a distance of 137.13 feet; thence North 57°45'54" West, a distance of 68.75 feet, the last three courses described being coincident with that parcel of land conveyed to T. P. HANNON, as described in O.R. Volume 697, Page 2010, of the Public Records of St. Johns County, Florida; thence North 09°57'03" East, a distance of 48.00 feet; thence North 23°46'17" East, a distance of 625.11 feet to a point on the arc of a circular curve to the left, whose radius point bears North 00°11'52" West from the last described point, the last two courses described being coincident with the Easterly limits of Block 2 of said plat of SAWGRASS UNIT ONE; thence Easterly and Northerly, along the arc of said curve, having a radius of 525.00 feet, an arc distance of 401.75 feet to the Point of Tangency; thence North 45°57'28" East, a distance of 89.39 feet to the Point of Curvature of a circular curve to the right; thence Northerly, Easterly and Southerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 302.00 feet, the last three courses described being coincident with the Southerly limits of said Parcel "A" (Preston Trail West and Preston Trail East); thence South 16°20'00" West, a distance of 215.00 feet; thence South 62°15'00" West, a distance of 305.00 feet; thence South 22°00'00" West, a distance of 440.00 feet; thence South 61°40'00" West, a distance of 160.00 feet; thence South 04°00'00" East, a distance of 458.00 feet; thence South 29°30'00" West, a distance of 192.00 feet; thence South 03°22'48" West, a distance of 157.01 feet; thence South 06°00'00" East, a distance of 120.00 feet; thence South 59°30'00" East, a distance of 500.00 feet; thence South 48°45'00" East, a distance of 400.00 feet; thence South 53°30'00" East, a distance of 282.87 feet; thence South 42°30'00" East, a distance of 215.00 feet; thence South 14°00'00" East, a distance of 240.00 feet; thence South 27°15'00" East, a distance of 485.00 feet; thence South 33°20'00" East, a distance of 445.65 feet; thence South 26°00'00" East, a distance of 115.00 feet; thence North 30°30'00" East, a distance of 119.96 feet; thence North 11°15'00" East, a distance of 115.00 feet; thence North 62°15'00" West, a distance of 235.00 feet; thence North 27°20'00" West, a distance of 225.00 feet; thence North 11°00'00" East, a distance of 365.00 feet; thence North 19°30'00" West, a distance of 122.00 feet; thence West, a distance of 115.00 feet; thence North 56°20'00" West, a distance of 203.00 feet; thence North 05°30'00" East, a distance of 250.00 feet; thence North 36°40'00" West, a distance of 315.00 feet; thence North 33°00'00" West, a distance of 345.03 feet; thence North 12°15'00" East, a distance of 205.88 feet; thence North 25°13'59" East, a distance of 255.00 feet; thence North 67°30'00" East, a distance of 175.00 feet; thence North 28°30'00" East, a distance of 150.00 feet; thence North

O.R. 779 PG 0870

COUNTRY CLUB GOLF COURSE DESCRIPTION PAGE -5-

33°45'00" West, a distance of 80.00 feet; thence North 69°56'17" West, a distance of 159.43 feet; thence North 30°47'53" East, a distance of 50.00 feet to a point on the arc of a circular curve to the left, whose radius point bears North 30°47'53" East from the last described point; thence Southerly and Easterly, along the arc of said curve, having a radius of 305.00 feet, an arc distance of 208.00 feet to the Point of Tangency; thence North 81°43'27" East, a distance of 84.41 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 225.00 feet, an arc distance of 137.86 feet, the last three courses described being coincident with the Southerly limits of said Parcel "A" (Preston Trail East); thence South 22°04'27" West, a distance of 136.44 feet; thence South 31°37'37" West, a distance of 294.11 feet; thence South 22°08'31" West, a distance of 142.22 feet; thence South 07°26'33" West, a distance of 85.98 feet; thence South 19°16'00" East, a distance of 277.13 feet; thence South 25°28'04" East, a distance of 553.32 feet to a corner of the Westerly limits of Tract "E" of said plat of SAWGRASS UNIT ONE; thence South 29°04'49" East, a distance of 165.50 feet; thence South 15°01'28" East, a distance of 142.16 feet; thence South 68°53'30" East, a distance of 78.78 feet; thence North 81°13'49" East, a distance of 53.33 feet; thence South 61°11'38" East, a distance of 54.40 feet; thence North 76°01'25" East, a distance of 88.93 feet; thence North 46°38'15" East, a distance of 40.72 feet; thence North 85°19'31" East, a distance of 64.59 feet; thence North 33°36'04" East, a distance of 66.08 feet; thence North 53°54'20" East, a distance of 37.95 feet; thence North 78°07'34" East, a distance of 41.30 feet, the last course described being coincident with the Southerly limits of said Tract "E"; thence South 54°17'40" East, a distance of 19.86 feet; thence South 86°00'11" East, a distance of 83.25 feet; thence North 66°40'51" East, a distance of 99.38 feet; thence North 17°23'04" West, a distance of 77.60 feet; thence North 05°52'49" West, a distance of 51.58 feet; thence North 17°17'51" East, a distance of 166.44 feet to a point on the arc of a circular curve to the left, whose radius point bears North 07°43'50" East, from the last described point; thence Easterly and Northerly, along the arc of said curve, having a radius of 405.00 feet, an arc distance of 141.58 feet to the Point of Tangency; thence North 77°42'00" East, a distance of 12.85 feet; thence South 46°57'12" East, a distance of 114.00 feet; thence South 03°17'35" West, a distance of 173.91 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 425.00 feet, an arc distance of 347.10 feet, the last five courses described being coincident with the Southerly limits of Parcel "A" (Preston Trail East) and the Westerly limits of Parcel "A" (Sawgrass Drive East); thence South 09°55'56" West, a distance of 717.14 feet; thence South 05°17'52" West, a distance of 128.06 feet; thence South 79°45'00" West, a distance of 205.00 feet; thence North 57°45'00" West, a distance of 170.00 feet; thence South 77°00'00" West, a distance of 95.00 feet; thence South 30°45'00" West, a distance of 270.00 feet; thence South 84°10'00" West, a distance of 165.00 feet; thence South 05°50'00" East, a distance of 80.00 feet; thence South 12°20'00" West, a distance of 170.00 feet; thence South 77°40'00" East, a distance of 190.00 feet; thence South 07°20'12" West, a distance of 31.39 feet; thence South 47°23'48" West, a distance of 141.50 feet; thence South 36°28'05" West, a distance of 280.16 feet, the

last two courses described being coincident with the Northwesternly limits of Parcel "C", SAWGRASS VILLAGE WALK, according to the plat thereof, as recorded in Map Book 14, Pages 26 through 29, inclusive, of the Public Records of St. Johns County, Florida; thence South 36°28'03" West, a distance of 345.65 feet; thence South 36°28'05" West, a distance of 455.30 feet, the last course described being coincident with the Northwesternly limits of Parcel "B" of said plat of SAWGRASS VILLAGE WALK; thence South 74°59'18" West, a distance of 296.49 feet; thence North 79°01'16" West, a distance of 111.50 feet; thence South 78°38'23" West, a distance of 95.00 feet; thence South 26°28'06" West, a distance of 100.00 feet, the last three courses described being coincident with the Northerly and Westerly limits of SAWGRASS VILLAGE WALK REPLAT, according to the plat thereof, as recorded in Map Book 14, Page 36, of the Public Records of St. Johns County, Florida; thence continue South 26°28'06" West, a distance of 130.00 feet; the last course described being coincident with the Westerly limits of said Parcel "B"; thence continue South 26°28'06" West, a distance of 19.50 feet to a point on the arc of a circular curve to the left, whose radius point bears South 29°58'52" West from the last described point; thence Northerly and Westerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 21.16 feet to the Point of Tangency; thence North 63°15'08" West, a distance of 50.20 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 465.04 feet to the Point of Tangency; thence North 33°38'15" East, a distance of 9.19 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 34.71 feet; thence South 62°33'20" East, a distance of 25.01 feet; thence continue South 62°33'20" East, along the Southerly limits of Parcel "A" of said plat of SAWGRASS VILLAGE WALK, a distance of 165.36 feet; thence North 86°15'00" East, a distance of 195.00 feet; thence North 38°00'00" East, a distance of 225.92 feet; thence North 54°15'00" East, a distance of 605.00 feet; thence North 20°45'00" East, a distance of 180.00 feet; thence North 40°30'00" West, a distance of 165.00 feet; thence North 86°40'00" West, a distance of 255.00 feet; thence North 65°30'00" West, a distance of 212.15 feet; thence North 67°27'19" West, a distance of 325.66 feet; thence South 86°00'00" West, a distance of 250.00 feet; thence South 65°37'55" West, a distance of 85.24 feet, the last two courses described being coincident with the Northerly limits of said Parcel "A"; thence continue South 65°37'55" West, a distance of 39.98 feet; thence North 32°53'04" West, a distance of 87.63 feet; thence North 53°43'55" West, a distance of 216.14 feet; thence North 62°09'50" West, a distance of 66.71 feet to the Point of Beginning, the last three courses described being coincident with the Northerly limits of Parcel "A" (Sawgrass Drive West) of said plat of SAWGRASS UNIT ONE.

LESS AND EXCEPT:

WELL SITE #1, as described in O.R. Volume 341, Page 703, of the Public Records of St. Johns County, Florida.

## COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -7-

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "C"

Commencing at the most Easterly corner of Lot 1, Parcel "D", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the left, whose radius point bears North 53°27'34" East from the last described point; thence Easterly and Northerly, along the arc of said curve, having a radius of 305.00 feet, an arc distance of 328.63 feet to the Point of Tangency; thence North 81°43'27" East, a distance of 84.41 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 225.00 feet, an arc distance of 56.55 feet, the last three courses described being coincident with the Southerly limits of Parcel "A". (Preston Trail East) of said plat of SAWGRASS UNIT ONE; thence North 06°07'33" East, a distance of 50.00 feet to the Point of Beginning of this description, said point being further described as being on the arc of a circular curve to the left, whose radius point bears South 06°07'33" West from the last described point; thence Westerly and Southerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 69.12 feet to the Point of Tangency; thence South 81°43'27" West, a distance of 84.41 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 255.00 feet, an arc distance of 173.90 feet, the last three courses described being coincident with the Northerly limits of said Parcel "A"; thence North 03°03'10" East, a distance of 359.04 feet; thence North 84°00'00" East, a distance of 160.00 feet; thence North 42°00'00" East, a distance of 295.00 feet; thence North 11°30'00" West, a distance of 175.00 feet; thence North 54°00'00" East, a distance of 250.00 feet; thence North 26°11'00" East, along the Easterly limits of FISHERMANS COVE I, as described in O.R. Volume 460, Page 28, of the Public Records of St. Johns County, Florida, a distance of 235.86 feet; thence North 13°50'05" West, a distance of 433.98 feet; thence North 05°46'29" West, along the Easterly limits of FISHERMANS COVE II, as described in O.R. Volume 473, Page 8, of the Public Records of St. Johns County, Florida, a distance of 77.50 feet; thence North 84°13'31" East, a distance of 249.02 feet; thence South 05°46'25" East, a distance of 75.72 feet; thence South 78°41'23" East, a distance of 178.47 feet; thence South 50°28'39" East, a distance of 259.28 feet; thence North 59°02'10" East, a distance of 151.60 feet, the last five courses described being coincident with the Southerly limits of FISHERMANS COVE III, as described in O.R. Volume 489, Page 122, of the Public Records of St. Johns County, Florida; thence North 86°00'00" East, a distance of 610.00 feet; thence South 83°38'52" East, a distance of 210.20

O.R. 779 PG 0873

COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -8-

feet; thence South 12°25'19" East, along the Westerly limits of the 66' Right-of-Way of State Road 203, a distance of 25.00 feet; thence South 04°25'11" East, a distance of 218.80 feet; thence South 49°45'45" West, a distance of 134.78 feet; thence South 03°59'36" West, a distance of 159.86 feet; thence South 86°51'18" East, a distance of 30.73 feet; thence South 39°40'00" West, a distance of 683.76 feet; thence South 74°15'04" West, a distance of 125.00 feet; thence continue South 74°15'04" West, a distance of 656.31 feet; thence South 88°21'48" West, a distance of 35.01 feet; thence North 48°28'06" West, a distance of 46.75 feet; thence North 03°26'01" West, a distance of 50.09 feet; thence North 45°49'49" East, a distance of 48.80 feet; thence North 59°29'32" East, a distance of 650.25 feet, the last six courses described being coincident with the Easterly limits of BERMUDA COVE VILLAS, as described in O.R. Volume 310, Page 192, of the Public Records of St. Johns County, Florida; thence North 45°45'00" East, a distance of 775.00 feet; thence North 25°20'00" West, a distance of 115.00 feet; thence South 70°01'08" West, a distance of 636.15 feet; thence North 76°41'41" West, a distance of 304.16 feet; thence South 18°38'30" West, a distance of 437.98 feet; thence South 10°49'30" West, a distance of 394.01 feet; thence South 49°14'07" West, a distance of 613.08 feet to the Point of Beginning, the last four courses described being coincident with the Northwestern limits of said BERMUDA COVE VILLAS.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "D"

Commencing at the Northwest corner of Parcel "B", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence South 68°08'19" West, a distance of 202.96 feet to the Point of Beginning of this description; thence South 77°42'00" West, a distance of 26.26 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 355.00 feet, an arc distance of 127.27 feet, the last three courses described being coincident with the Northerly limits of Parcel "A" (Preston Trail East) of said plat of SAWGRASS UNIT ONE; thence North 08°33'39" West, a distance of 410.54 feet; thence continue North 08°33'39" West, a distance of 376.19 feet; thence North 11°48'36" East, a distance of 112.38 feet; thence North 47°47'22" East, a distance of 305.12 feet; thence North 09°04'37" East, a distance of 171.14 feet; thence South 83°50'09" West, a distance of 289.45 feet; thence South 59°38'05" West, a distance of 132.37 feet; thence South 89°30'52" West, a distance of 118.00 feet; thence North 24°16'26" West, a distance of 134.06 feet, the last eight courses described being coincident with the Easterly and Northerly limits of QUAIL POINTE CONDOMINIUM, as described in O.R. Volume 401, Page



COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -9-

76, of the Public Records of St. Johns County, Florida; thence North 14°38'51" East, a distance of 90.95 feet; thence North 45°00'00" East, a distance of 82.02 feet; thence North 65°03'43" East, a distance of 61.74 feet; thence South 85°21'40" East, a distance of 546.72 feet, the last four courses described being coincident with the Southerly limits of BERMUDA COVE VILLAS CONDOMINIUM, as described in O.R. Volume 310, Page 192, of the Public Records of St. Johns County, Florida; thence continue South 85°21'40" East, a distance of 125.00 feet; thence South 01°52'49" West, a distance of 245.18 feet; thence South 40°31'24" West, a distance of 100.00 feet; thence continue South 40°31'24" West, a distance of 239.98 feet; thence South 02°21'00" West, a distance of 379.73 feet; thence South 06°12'43" East, a distance of 241.01 feet; thence South 03°25'59" West, a distance of 270.00 feet to the Point of Beginning, the last four courses described being coincident with the Westerly limits of QUAIL POINTE II CONDOMINIUM, as described in O.R. Volume 436, Page 726, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

DESCRIPTION: RACQUET CLUB PARCEL

Parcel "E-E", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

A portion of Tract "E", of said plat of SAWGRASS UNIT ONE, being more particularly described as follows:

For Point of Beginning, commence at the Northeast corner of Parcel E-E, as recorded in said Map Book 12, Pages 3 through 18, said point lying in the Westerly Right-of-Way line of Preston Trail East (Parcel A, a 50 foot Right-of-Way, as now established); run thence South 35°11'21" West, along the Southerly boundary of said Tract E, a distance of 275.97 feet; thence continue along said Southerly boundary South 67°30'00" West, a distance of 16 feet; thence South 22°30'00" East, along the Easterly boundary of said Tract E, a distance of 120.00 feet; thence continue along said Easterly boundary South 22°30'00" West, a distance of 36.77 feet; thence South 67°30'00" West, along the Southerly boundary of said Tract E, a distance of 15 feet; thence North 04°41'35" East, a distance of 75.94 feet; thence North 88°19'39" West, a distance of 20 feet; thence North 05°53'04" West, a distance of 23.92 feet; thence North 10°21'12" West, a distance of 11.88 feet; thence North 02°13'09" West, a distance of 39.05 feet; thence North 14°27'45" East, a distance of 34.73 feet; thence South 69°46'31" East, a distance of 20 feet; thence North 29°37'16" East, a distance of 48.42 feet;

COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -10-

thence North 54°56'57" West, a distance of 20 feet; thence North 35°03'03" East, a distance of 108.5 feet; thence North 48°13'28" East, a distance of 85.69 feet; thence North 70°02'06" East, a distance of 15.41 feet to the Point of Beginning.

TOGETHER WITH:

DESCRIPTION: GOLF CLUB & RESTAURANT PARCEL

A portion of Parcel "A-A", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract "B" of said plat of SAWGRASS UNIT ONE; thence South 79°45'00" West, a distance of 205.00 feet; thence North 57°45'00" West, a distance of 170.00 feet; thence South 77°00'00" West, a distance of 95.00 feet; thence South 30°45'00" West, a distance of 270.00 feet; thence South 84°10'00" West, a distance of 165.00 feet; thence South 05°50'00" East, a distance of 80.00 feet; thence South 12°20'00" West, a distance of 170.00 feet; thence South 77°40'00" East, a distance of 190.00 feet; thence South 89°46'25" East, a distance of 393.09 feet; thence North 20°14'15" West, a distance of 50.00 feet; thence North 83°40'30" East, a distance of 191.91 feet; thence North 33°34'00" East, a distance of 218.42 feet; thence North 06°45'00" West, a distance of 46.58 feet; thence North 39°18'00" East, a distance of 98.78 feet to a point on the arc of a circular curve to the right, whose radius point bears North 63°37'43" East from the last described point; thence Northerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 188.20 feet, the last course described being coincident with the Westerly limits of Parcel "A" (Sawgrass Drive East) of said plat of SAWGRASS UNIT ONE; thence South 68°15'00" West, along the Southerly limits of said Tract "B", a distance of 140.00 feet to the Point of Beginning.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "E"

Beginning at the most Northerly corner of WALKERS RIDGE, according to the plat thereof, as recorded in Map Book 16, Pages 18 through 20, inclusive, of the Public Records of St. Johns County, Florida; thence South 37°59'10" West, a distance of 550.57 feet; thence South 17°10'00" West, a distance of 579.50 feet; thence South 63°44'46" East, a distance of 121.58 feet, the last three courses described being coincident with the Westerly and Southerly limits of said plat of WALKERS RIDGE; thence continue South 63°44'46" East, along the Southerly limits of CHIMNEY RIDGE DRIVE, according



COUNTRY CLUB GOLF COURSE DESCRIPTION PAGE -11-

to the plat thereof, as recorded in Map Book 16, Pages 23 and 24, of the Public Records of St. Johns County, Florida, a distance of 5.20 feet; thence South  $42^{\circ}15'40''$  West, along the Northerly limits of COUNTRY CLUB UNIT EIGHT, according to the plat thereof, as recorded in Map Book 19, Pages 31 through 34, inclusive, of the Public Records of St. Johns County, Florida, a distance of 323.14 feet to a point on the arc of a circular curve to the right, whose radius point bears North  $70^{\circ}27'23''$  East from the last described point; thence Westerly and Northerly, along the arc of said curve, having a radius of 2764.93 feet, an arc distance of 597.85 feet to the Point of Tangency; thence North  $07^{\circ}09'50''$  West, a distance of 421.67 feet, the last two courses described being coincident with the Easterly limits of the 200' Right-of-Way of State Road A-1-A, as now laid out and in use; thence North  $82^{\circ}50'10''$  East, a distance of 158.80 feet; thence North  $37^{\circ}59'10''$  East, a distance of 283.80 feet; thence North  $07^{\circ}09'50''$  West, a distance of 145.18 feet, the last three courses described being coincident with the Southerly and Easterly limits of that parcel conveyed to ATLANTIC CAPITAL PROPERTIES SERIES VI, LTD., as described in O.R. Volume 602, Page 353, of the Public Records of St. Johns County, Florida; thence North  $78^{\circ}30'00''$  East, a distance of 126.73 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 278.00 feet, an arc distance of 150.41 feet to the Point of Tangency; thence North  $47^{\circ}30'00''$  East, a distance of 70.00 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 75.00 feet, an arc distance of 74.61 feet to the Point of Tangency; thence South  $75^{\circ}30'00''$  East, a distance of 125.57 feet to a point on the arc of a circular curve to the left, whose radius point bears South  $66^{\circ}56'14''$  East from the last described point; thence Southerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 233.87 feet to the Point of Beginning, the last course described being coincident with the Westerly limits of Parcel "A" (Sawgrass Drive West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "F"

Beginning at the Northeast corner of Parcel "A", COUNTRY CLUB UNIT EIGHT, according to the plat thereof, as recorded in Map Book 19, Pages 31 through 34, inclusive, of the Public Records of St. Johns County, Florida; thence South  $63^{\circ}44'46''$  East, a distance of 5.20 feet to the Southeast corner of CHIMNEY RIDGE DRIVE, according to the plat thereof, as recorded in Map Book 16, Pages 23 and 24, of the Public Records of St. Johns County, Florida; thence continue

South 63°44'46" East, a distance of 625.36 feet; thence North 63°42'21" East, a distance of 38.24 feet, the last two courses described being coincident with the Southeast limits of COUNTRY CLUB UNIT SEVEN REPLAT, according to the plat thereof, as recorded in Map Book 19, Pages 10 and 11, of the Public Records of St. Johns County, Florida; thence North 73°30'00" East, a distance of 155.00 feet; thence South 82°00'00" East, a distance of 182.00 feet; thence South 01°30'00" West, a distance of 350.00 feet; thence South 11°30'00" West, a distance of 250.00 feet; thence South 31°44'40" East, a distance of 184.81 feet; thence South 12°24'10" East, a distance of 130.00 feet; thence South 04°00'00" West, a distance of 772.00 feet to a point on the arc of a circular curve to the left, whose radius point bears South 28°44'58" East from the last described point, the last two courses described being coincident with the Westerly limits of the Proposed Plat of Lighthouse Bend; thence Westerly and Southerly, along the arc of said curve, having a radius of 525.00 feet, an arc distance of 105.20 feet to the Point of Reverse Curvature; thence Southerly and Westerly, along the arc of said curve, having a radius of 340.00 feet, an arc distance of 60.39 feet; thence North 25°44'14" West, a distance of 40.54 feet; thence South 60°53'25" West, a distance of 40.00 feet; thence South 25°44'14" East, a distance of 38.85 feet to a point on the arc of a circular curve to the right, whose radius point bears North 23°19'10" West from the last described point, the last three courses described being coincident with those lands conveyed to Intercoastal Utilities, Inc., as described in O.R. Volume 721, Page 784, of the Public Records of St. Johns County, Florida; thence Southerly and Westerly, along the arc of said curve, having a radius of 340.00 feet, an arc distance of 35.65 feet to the Point of Compound Curvature; thence Southerly, Westerly and Northerly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 34.41 feet to the Point of Reverse Curvature; thence Northerly and Westerly, along the arc of said curve, having a radius of 1025.00 feet, an arc distance of 72.58 feet; thence North 09°16'01" East, a distance of 230.30 feet; thence North 06°45'06" East, a distance of 231.73 feet; thence North 03°59'33" West, a distance of 214.66 feet; thence North 23°27'58" West, a distance of 562.92 feet; thence North 00°47'12" West, a distance of 131.07 feet; thence North 15°04'36" East, a distance of 164.63 feet; thence North 80°41'36" West, a distance of 455.34 feet; thence North 75°20'50" West, a distance of 217.94 feet to a point on the arc of a circular curve to the right, whose radius point bears North 66°09'49" East from the last described point; thence Westerly, Northerly and Easterly, along the arc of said curve, having a radius of 225.00 feet, an arc distance of 267.03 feet to the Point of Tangency; thence North 42°15'40" East, a distance of 126.25 feet to the Point of Beginning, the last eighteen courses described being coincident with the Easterly limits of said plat of COUNTRY CLUB UNIT EIGHT.

## COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -13-

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "G"

Beginning at the intersection of the Westerly limits of Parcel "E" with the Southerly limits of Parcel "A" (Sawgrass Drive South), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the right, whose radius point bears North 15°43'14" East from the last described point; thence Westerly and Northerly, along the arc of said curve, having a radius of 445.00 feet, an arc distance of 88.76 feet to the Point of Tangency; thence North 62°51'06" West, a distance of 40.00 feet, the last two courses described being coincident with the Southerly limits of said Parcel "A"; thence South 27°08'54" West, a distance of 100.00 feet; thence South 08°15'00" West, a distance of 255.00 feet; thence South 66°15'00" West, a distance of 95.00 feet; thence North 64°00'00" West, a distance of 275.00 feet; thence South 39°00'00" West, a distance of 275.00 feet; thence South 16°00'00" East, a distance of 127.66 feet; thence South 09°15'00" East, a distance of 135.00 feet; thence South 40°30'00" West, a distance of 290.00 feet; thence South 13°30'00" West, a distance of 355.00 feet; thence South 18°15'00" East, a distance of 305.00 feet; thence South 27°45'00" West, a distance of 240.00 feet; thence South 26°45'00" East, a distance of 169.29 feet; thence North 64°49'26" East, a distance of 120.10 feet; thence South 31°40'34" East, a distance of 490.00 feet; thence South 68°56'32" East, a distance of 125.21 feet; thence South 24°18'13" East, a distance of 157.77 feet; thence South 10°20'59" East, a distance of 156.28 feet; thence South 27°25'35" East, a distance of 209.31 feet; thence South 43°57'05" West, a distance of 172.47 feet; thence South 17°27'23" West, a distance of 693.96 feet; thence South 02°02'45" East, a distance of 128.90 feet; thence South 14°43'39" East, a distance of 266.05 feet; thence South 74°31'40" West, a distance of 141.52 feet; thence North 71°47'41" West, a distance of 117.00 feet; thence North 43°47'41" West, a distance of 1041.00 feet to a point on the arc of a circular curve to the left, whose radius point bears South 15°57'56" East from the last described point, the last thirteen courses described being coincident with the limits of the Proposed Plat of Lighthouse Bend; thence Westerly and Southerly, along the arc of said curve, having a radius of 475.00 feet, an arc distance of 283.95 feet, the last course described being coincident with the Southerly limits of Parcel "A", COUNTRY CLUB UNIT EIGHT, according to the plat thereof, as recorded in Map Book 19, Page 31, of the

## COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -14-

Public Records of St. Johns County, Florida; thence South 59°45'00" East, a distance of 100.00 feet; thence South 27°00'00" East, a distance of 195.00 feet; thence South 41°00'00" East, a distance of 490.00 feet; thence South 59°38'18" East, a distance of 142.35 feet; thence South 64°42'44" East, a distance of 548.09 feet; thence South 74°00'00" East, a distance of 200.00 feet to the Point of Curvature of a circular curve to the left; thence Easterly, Northerly and Westerly, along the arc of said curve, having a radius of 150.00 feet, an arc distance of 314.16 feet to the Point of Tangency; thence North 14°00'00" West, a distance of 515.00 feet; thence North 07°20'00" East, a distance of 640.00 feet; thence North 26°33'01" East, a distance of 59.82 feet; thence South 72°32'37" East, a distance of 36.82 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 114.20 feet, an arc distance of 143.39 feet to the Point of Tangency, the last twelve courses described being coincident with the Northerly limits of the Proposed Plat of Sea Island; thence North 49°02'36" East, a distance of 131.09 feet; thence North 21°30'00" West, a distance of 210.00 feet; thence North, a distance of 95.00 feet; thence North 07°30'00" West, a distance of 293.08 feet; thence North 60°00'00" West, a distance of 285.00 feet; thence North 66°45'00" West, a distance of 140.00 feet; thence North 31°30'00" West, a distance of 125.00 feet; thence North 65°15'00" West, a distance of 110.00 feet; thence North 13°00'00" West, a distance of 200.00 feet; thence North 01°16'20" East, a distance of 583.95 feet; thence North 29°11'38" East, a distance of 334.88 feet, the last two courses described being coincident with the Westerly limits of COUNTRY CLUB UNIT ONE, according to the plat thereof, as recorded in Map Book 15, Pages 45 and 46, of the Public Records of St. Johns County, Florida; thence North 51°09'07" West, a distance of 30.00 feet; thence North 29°11'38" East, a distance of 60.00 feet; thence South 51°09'07" East, a distance of 30.00 feet, the last three courses described being coincident with that parcel of land conveyed to D.A. BINGEMANN, as described in O.R. Volume 744, Page 628, of the Public Records of St. Johns County, Florida; thence North 29°11'38" East, a distance of 20.00 feet; thence North 40°28'16" East, a distance of 185.81 feet; thence North 22°28'18" East, a distance of 296.52 feet; thence North 74°54'00" East, a distance of 147.65 feet to a point on the arc of a circular curve to the right, whose radius point bears North 79°27'41" East, the last four courses described being coincident with the Westerly limits of said plat of COUNTRY CLUB UNIT ONE; thence Easterly and Northerly, along the arc of said curve, having a radius of 625.00 feet, an arc distance of 251.31 feet to the Point of Tangency; thence North 12°30'00" East, a distance of 61.07 feet to the Point of Beginning, the last two courses described being coincident with the Westerly limits of said Parcel "E".

TOGETHER WITH:

COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -15-

DESCRIPTION: GOLF COURSE PARCEL "H"

Beginning at the Point of Beginning of Tract "E", WILLOW POND LANE, according to the plat thereof, as recorded in Map Book 16, Pages 5 through 8, inclusive, of the Public Records of St. Johns County, Florida; thence South  $61^{\circ}47'43''$  East, a distance of 170.42 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 146.53 feet, an arc distance of 44.47 feet to the Point of Reverse Curvature; thence Easterly and Southerly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 32.17 feet to the Point of Compound Curvature, the last three courses described being coincident with the Southerly limits of said Tract "E"; thence Southerly and Westerly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 143.38 feet; thence South  $60^{\circ}01'24''$  West, a distance of 75.19 feet to a point on the arc of a circular curve to the left, whose radius point bears South  $19^{\circ}06'16''$  West from the last described point, the last two courses described being coincident with the Westerly limits of Parcel "A" (Preston Trail West) SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence Northerly and Westerly, along the arc of said curve, having a radius of 450.00 feet, an arc distance of 84.51 feet, the last course described being coincident with the Northerly limits of Parcel "A" (Sawgrass Drive West) of said plat of SAWGRASS UNIT ONE; thence North  $19^{\circ}06'36''$  East, a distance of 137.85 feet; thence North  $30^{\circ}47'40''$  West, a distance of 33.48 feet; thence South  $59^{\circ}12'20''$  West, a distance of 12.00 feet; thence North  $30^{\circ}47'40''$  West, a distance of 138.00 feet to a point on the Southerly limits of Tract "D" of said plat of WILLOW POND LANE; thence North  $59^{\circ}12'20''$  East, a distance of 7.32 feet; thence North  $26^{\circ}36'05''$  West, a distance of 1.09 feet to the Point of Beginning, the last two courses described being coincident with the Southerly and Easterly limits of said Parcel "D"

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "I"

Commencing at the Point of Beginning of Parcel "A" (Sawgrass Drive West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence South  $07^{\circ}09'50''$  East, a distance of 190.00 feet; thence North  $82^{\circ}50'10''$  East, a distance of 21.32 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 450.00 feet, an arc distance of 196.35 feet to the Point of Tangency; thence North  $57^{\circ}50'10''$  East,

a distance of 40.00 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 350.00 feet, an arc distance of 271.91 feet to the Point of Beginning of this description, the last five courses described being coincident with the Westerly and Southerly limits of said Parcel "A"; thence continue Easterly and Southerly, along the arc of said curve, a distance of 94.61 feet to the Point of Tangency; thence South 62°09'50" East, a distance of 91.97 feet; thence South 58°05'48" East, a distance of 152.63 feet, the last three courses described being coincident with the Southerly limits of said Parcel "A"; thence South 08°11'42" West, a distance of 258.13 feet; thence South 22°56'36" East, a distance of 234.94 feet; thence South 03°41'07" West, a distance of 71.38 feet; thence North 86°00'00" East, a distance of 219.93 feet; thence South 04°00'00" East, a distance of 244.69 feet to the Point of Curvature of a circular curve to right; thence Southerly and Westerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 180.65 feet to the Point of Tangency; thence South 33°38'15" West, a distance of 9.19 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 29.38 feet, the last four courses described being coincident with the Westerly limits of said Parcel "A"; thence North 75°30'00" West, a distance of 131.54 feet to the Point of Curvature of a circular curve to the left; thence Northerly, Westerly and Southerly, along the arc of said curve, having a radius of 105.00 feet, an arc distance of 104.46 feet to the Point of Tangency; thence South 47°30'00" West, a distance of 70.00 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 248.00 feet, an arc distance of 134.18 feet to the Point of Tangency; thence South 78°30'00" West, a distance of 208.00 feet; thence North 49°00'00" West, a distance of 85.00 feet; thence North 07°09'50" West, a distance of 35.00 feet, the last two courses described being coincident with the Northeasterly limits of that parcel of land conveyed to ATLANTIC CAPITAL PROPERTIES SERIES VI, LTD., as described in O.R. Volume 602, Page 353, of the Public Records of St. Johns County, Florida; thence North 82°50'10" East, a distance of 8.46 feet; thence North 07°09'50" West, a distance of 5.00 feet; thence North 04°51'07" East, a distance of 105.51 feet; thence North 11°10'06" East, a distance of 120.48 feet; thence North 11°15'13" West, a distance of 111.70 feet; thence North 28°23'31" East, a distance of 64.71 feet; thence North 01°56'31" East, a distance of 72.63 feet; thence North 13°06'54" West, a distance of 115.45 feet; thence North 16°44'52" East, a distance of 93.08 feet; thence South 84°06'23" West, a distance of 11.61 feet, the last ten courses described being coincident with the Easterly and Northerly limits of that parcel of land conveyed to INTERCOASTAL UTILITIES, INC., as described in O.R. Volume 602, Page 608, of the Public Records of St. Johns County, Florida; thence



COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -17-

North 06°12'41" East, a distance of 380.32 feet; thence North 25°30'00" East, a distance of 149.62 feet to the Point of Beginning.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "J"

Beginning at the Northwest corner of Lot 1, OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36, of the Public Records of St. Johns County, Florida; thence North 10°40'17" West, a distance of 53.01 feet; thence South 78°57'15" West, a distance of 28.45 feet; thence North 34°02'45" West, a distance of 154.61 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 158.00 feet, an arc distance of 45.32 feet to the Point of Tangency; thence North 17°38'57" West, a distance of 33.09 feet; thence North 12°14'40" West, a distance of 44.85 feet, the last six courses described being coincident with the Easterly limits of the Ingress and Egress Easements, as described in O.R. Volume 737, Page 162, O.R. Volume 524, Page 717 and O.R. Volume 524, Page 722, of the Public Records of St. Johns County, Florida; thence North 77°45'04" East, a distance of 23.70 feet, the last course described being coincident with the Northerly limits of that Ingress and Egress Easement, as described in O.R. Volume 569, Page 727, of the Public Records of St. Johns County, Florida; thence North 57°31'01" East, a distance of 34.38 feet; thence North 77°38'01" East, a distance of 15.00 feet; thence South 12°21'59" East, a distance of 22.84 feet; thence South 63°51'59" East, a distance of 11.50 feet; thence North 77°38'01" East, a distance of 76.00 feet; thence North 66°59'00" East, a distance of 141.06 feet to a point hereinafter referred to as Point "C", the last four courses described being coincident with the Southerly limits of Surf Villas Condominium, as described in O.R. Volume 569, Page 727, of the Public Records of St. Johns County, Florida; thence South 13°24'59" East, a distance of 326.73 feet to a point hereinafter referred to as Point "D"; thence South 77°34'41" West, a distance of 202.10 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL, being more particularly described as follows:

All lands lying Easterly of the line between said Points "C" and "D" and the mean high water mark of the Atlantic Ocean.

TOGETHER WITH:

DESCRIPTION: GOLF COURSE PARCEL "K"

Commencing at the Northwest corner of Tract "B", OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36,

O.R. 779 PG 0883

COUNTRY CLUB GOLF COURSE DESCRIPTION

PAGE -18-

of the Public Records of St. Johns County, Florida; thence North 77°34'41" East, a distance of 21.89 feet to the Point of Beginning of this description; thence North 36°25'19" West, along the Easterly limits of Parcel "C", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, a distance of 25.59 feet; thence North 36°03'54" East, a distance of 124.41 feet; thence North 21°34'24" East, a distance of 37.96 feet; thence North 55°57'15" East, a distance of 24.44 feet, the last three courses described being coincident with the Southerly limits of Beach Club Villas Condominium, as described in O.R. Volume 524, Page 722, of the Public Records of St. Johns County, Florida; thence South 34°02'45" East, a distance of 91.64 feet; thence South 55°57'15" West, a distance of 16.64 feet; thence South 12°25'19" East, a distance of 55.00 feet, the last three courses described being coincident with the Westerly limits of the Ingress and Egress Easements, as described in O.R. Volume 737, Page 162, O.R. Volume 524, Page 722, and O.R. Volume 524, Page 717, of the Public Records of St. Johns County, Florida; thence South 77°34'41" West, along the Northerly limits of said Tract "B", OCEAN RIDGE, a distance of 145.00 feet to the Point of Beginning.

TOGETHER WITH:

Tract "B", OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

Unit 670 of Beach Club Villas Condominium, together with its undivided percentage interest in the common elements, and common surplus of said Condominium, as more particularly described by the Declaration of Condominium for Beach Club Villas Condominium recorded in Official Records Book 524, page 721 of the current public records of St. Johns County, Florida.

Revised 3/28/88



7  
O.R. 779 PG 0884

EXHIBIT B

UTILITY LAKE

DESCRIPTION: GOLF COURSE PARCEL "I"

Commencing at the Point of Beginning of Parcel "A" (Sawgrass Drive West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence South 07°09'50" East, a distance of 100.00 feet; thence North 82°50'10" East, a distance of 21.32 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 450.00 feet, an arc distance of 196.35 feet to the Point of Tangency; thence North 57°50'10" East, a distance of 40.00 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 350.00 feet, an arc distance of 271.91 feet to the Point of Beginning of this description, the last five courses described being coincident with the Westerly and Southerly limits of said Parcel "A"; thence continue Easterly and Southerly, along the arc of said curve, a distance of 94.61 feet to the Point of Tangency; thence South 62°09'50" East, a distance of 91.97 feet; thence South 58°05'48" East, a distance of 152.63 feet, the last three courses described being coincident with the Southerly limits of said Parcel "A"; thence South 08°11'42" West, a distance of 258.13 feet; thence South 22°56'36" East, a distance of 234.94 feet; thence South 03°41'07" West, a distance of 71.38 feet; thence North 86°00'00" East, a distance of 219.93 feet; thence South 04°00'00" East, a distance of 244.69 feet to the Point of Curvature of a circular curve to right; thence Southerly and Westerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 180.65 feet to the Point of Tangency; thence South 33°38'15" West, a distance of 9.19 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 29.38 feet, the last four courses described being coincident with the Westerly limits of said Parcel "A"; thence North 75°30'00" West, a distance of 131.54 feet to the Point of Curvature of a circular curve to the left; thence Northerly, Westerly and Southerly, along the arc of said curve, having a radius of 105.00 feet, an arc distance of 104.46 feet to the Point of Tangency; thence South 47°30'00" West, a distance of 70.00 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 248.00 feet, an arc distance of 134.18 feet to the Point of Tangency; thence South 78°30'00" West, a distance of 208.00 feet; thence North 49°00'00" West, a distance of 85.00 feet; thence North 07°09'50" West, a distance of 35.00 feet, the last two courses described being coincident with the Northeasterly limits of that parcel of land conveyed to ATLANTIC CAPITAL PROPERTIES SERIES VI, LTD., as described in O.R. Volume 602, Page 353, of the Public

O.R. 779 PG 0885

Records of St. Johns County, Florida; thence North 82°50'10" East, a distance of 8.46 feet; thence North 07°09'50" West, a distance of 5.00 feet; thence North 04°51'07" East, a distance of 105.51 feet; thence North 11°10'06" East, a distance of 120.48 feet; thence North 11°15'13" West, a distance of 111.70 feet; thence North 28°23'31" East, a distance of 64.71 feet; thence North 01°56'31" East, a distance of 72.63 feet; thence North 13°06'54" West, a distance of 115.45 feet; thence North 16°44'52" East, a distance of 93.08 feet; thence South 84°06'23" West, a distance of 11.61 feet, the last ten courses described being coincident with the Easterly and Northerly limits of that parcel of land conveyed to INTERCOASTAL UTILITIES, INC., as described in O.R. Volume 602, Page 608, of the Public Records of St. Johns County, Florida: thence North 06°12'41" East, a distance of 380.32 feet; thence North 25°30'00" East, a distance of 149.62 feet to the Point of Beginning.

## COUNTRY CLUB GOLF COURSE EASEMENTS DISCRIPTION

PAGE -1-

## DESCRIPTION:

A portion of Parcel "A", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

## GOLF CART EASEMENT NO. 1:

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the Southwest corner of QUAIL POINTE II CONDOMINIUM, as described in O.R. Volume 436, Page 726, of the Public Records of St. Johns County, Florida; thence South 77°42'00" West, a distance of 26.26 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 355.00 feet, an arc distance of 8.00 feet to the Point of Beginning of this description, the last two courses described being coincident with the Northerly limits of said Parcel "A"; thence South 28°57'54" West, a distance of 10.36 feet to a point hereinafter referred to as Point "A"; thence South 40°30'00" East, a distance of 48.00 feet to the Point of Terminus.

Beginning at said Point "A"; thence South 10°21'36" West, a distance of 44.47 feet to the Point of Terminus.

## GOLF CART EASEMENT NO. 2:

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the most Westerly corner of BERMUDA COVE VILLAS CONDOMINIUM, as described in O.R. Volume 310, Page 192, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the left, whose radius point bears South 06°07'33" West from the last described point; thence Westerly and Southerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 58.00 feet to the Point of Beginning of this description, the last course described being coincident with the Northerly limits of said Parcel "A"; thence South 05°57'30" East, a distance of 15.00 feet; thence South 70°46'15" East, a distance of 65.46 feet; thence South 43°30'00" East, a distance of 25.00 feet to the Point of Terminus.

## GOLF CART EASEMENT NO. 3:

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the Southwest corner of HARBOR VILLA, as described in O.R. Volume 263, Page 738, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the right, whose radius point bears North 88°44'17" West from the last described point; thence Southerly and Westerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 50.00 feet to a point on the arc of a circular curve to the right, whose radius point bears North 27°02'41" East from the last described point, said point being further described as being the Point of Beginning of this description, the last course described being coincident with the Easterly limits of said Parcel "A"; thence Northerly and Westerly, along the arc of said curve, having a radius of 100.00 feet, an arc distance of 67.40 feet to the Point of Terminus.

**GOLF CART EASEMENT NO. 4:**

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the most Northerly corner of WALKERS RIDGE, according to the plat thereof, as recorded in Map Book 16, Page 18, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the right, whose radius point bears North 71°50'00" East from the last described point; thence Westerly and Northerly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 10.50 feet to the Point of Beginning of this description, the last course described being coincident with the Westerly limits of said Parcel "A"; thence North 73°41'04" East, a distance of 50.00 feet to the Point of Terminus.

**TOGETHER WITH:**

A portion of Parcel "A", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, and a portion of Parcel "A", COUNTRY CLUB UNIT ONE, according to the plat thereof, as recorded in Map Book 15, Page 45, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

**GOLF CART EASEMENT NO. 5:**

A parcel of land 14.00 feet in width, lying 7.00 feet each side of the following described centerline:

Commencing at the Southeast corner of Tract "B" of said SAWGRASS UNIT ONE, said point being on the arc of a circular curve to the left, whose radius point bears South 83°11'34" East from the last described point; thence Southerly and Easterly, along the Westerly

limits of Parcel "A" of said SAWGRASS UNIT ONE, and along the arc of said curve, having a radius of 325.00 feet, an arc distance of 177.70 feet to the Point of Beginning of this description; thence North 65°28'47" East, a distance of 43.00 feet to a point on the arc of a circular curve to the left, whose radius point bears North 65°28'47" East from the last described point; thence Southerly and Easterly, along the arc of said curve, having a radius of 262.00 feet, an arc distance of 63.14 feet to the Point of Tangency; thence South 37°20'54" East, a distance of 280.22 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 418.00 feet, an arc distance of 281.30 feet to the Point of Tangency; thence South 01°12'35" West, a distance of 347.16 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 391.93 feet, an arc distance of 429.47 feet to the Point of Compound Curvature; thence continue Southerly and Westerly, along the arc of said curve, having a radius of 438.00 feet, an arc distance of 269.35 feet, the last six courses described being 7.00 feet West of and parallel with, as measured at right angles to, the Easterly limits of Parcel "A" of said SAWGRASS UNIT ONE; thence South 69°52'18" West, a distance of 59.37 feet to the Point of Terminus.

**TOGETHER WITH:**

A portion of Parcel "A", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, and a portion of Parcel "B", NORTHGATE I REPLAT, according to the plat thereof, as recorded in Map Book 15, Page 33, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

**GOLF CART EASEMENT NO. 6:**

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the Southwest corner of said Parcel "B"; thence North 45°57'28" East, along the Westerly limits of said Parcel "B", a distance of 54.00 feet to the Point of Beginning of this description, said point being further described as being on the arc of a circular curve to the right, whose radius point bears South 15°41'44" West from the last described point; thence Easterly and Southerly, along the arc of said curve, having a radius of 100.00 feet, an arc distance of 60.79 feet to the Point of Terminus.

**TOGETHER WITH:**

A portion of Tract "E", WILLOW POND LANE, according to the plat thereof, as recorded in Map Book 16, Page 5, of the Public Records

of St. Johns County, Florida; being more particularly described as follows:

**GOLF CART EASEMENT NO. 7:**

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the Northwest corner of said Tract "E"; thence South 61°47'43" East, a distance of 222.36 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 15.00 feet to the Point of Beginning of this description, the last two courses described being coincident with the Northerly limits of said Tract "E"; thence South 19°35'35" East, a distance of 54.45 feet to the Point of Terminus.

**TOGETHER WITH:**

A portion of Parcels "A" and "D", COUNTRY CLUB UNIT EIGHT, according to the plat thereof, as recorded in Map Book 19, Page 31, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

**GOLF CART EASEMENT NO. 8:**

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the most Easterly corner of said Parcel "A", said point being further described as being on the arc of a circular curve to the left, whose radius point bears South 10°28'22" East from the last described point; thence Westerly and Southerly, along the arc of said curve, having a radius of 475.00 feet, an arc distance of 227.47 feet to the Point of Beginning of this description, the last course described being coincident with the Southerly limits of said Parcel "A"; thence North 55°59'38" West, a distance of 52.33 feet to the Point of Terminus.

**GOLF CART EASEMENT NO. 9:**

A parcel of land 20.00 feet in width, lying 10.00 feet each side of the following described centerline:

Commencing at the most Northerly corner of said Parcel "A"; thence South 42°15'40" West, a distance of 111.91 feet; thence continue South 42°15'40" West, a distance of 25.90 feet to the Point of Beginning of this description; thence South 82°00'00" East, a distance of 50.00 feet; thence North 52°45'08" East, a distance of 47.65 feet to the Point of Terminus.

## EXHIBIT D

SAWGRASS COUNTRY CLUB  
DEVELOPMENT

A PART OF GOVERNMENT LOTS 4, 5, 6 AND 9; AND ALL OF GOVERNMENT LOTS 7 AND 8 SECTION 34, TOWNSHIP 3 SOUTH, RANGE 29 EAST; TOGETHER WITH PART OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 3 SOUTH, RANGE 29 EAST, AND PART OF GOVERNMENT LOTS 1, 2 AND 3, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 29 EAST; AND A PART OF THE EAST 1/2 OF THE WEST 1/2 AND ALL OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 29 EAST; AND PART OF GOVERNMENT LOTS 2, 3, 7, 9 AND 10 AND ALL OF GOVERNMENT LOTS 1 AND 8, SECTION 10, TOWNSHIP 4 SOUTH, RANGE 29 EAST; AND A PART OF GOVERNMENT LOTS 1, 2, 3, 4, AND 5, SECTION 11, TOWNSHIP 4 SOUTH, RANGE 29 EAST; AND A PART OF THE NORTH 600 FEET OF THE MOSES E. LEVY GRANT, SECTION 45, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT COMMON TO SECTION 34, 42, 46, 47, 51, AND 52, TOWNSHIP 3 SOUTH, RANGE 29 EAST, FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE RUN NORTH 83°30'30" EAST, A DISTANCE OF 1947.30 FEET TO THE SOUTHWEST CORNER OF SECTION 44, TOWNSHIP 3 SOUTH, RANGE 29 EAST; THENCE RUN NORTH 84°13'31" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 44, A DISTANCE OF 1276.64 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 44; THENCE SOUTH 05°04'37" EAST ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF SAID SECTION 44, A DISTANCE OF 91.18 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF LOT 8, BLOCK S-2 AS SHOWN ON MAP OF PONTE VEDRA AS RECORDED IN MAP BOOK 10, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE RUN NORTH 76°13'23" EAST ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 721.98 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 203 AS NOW ESTABLISHED FOR A WIDTH OF 66 FEET; THENCE RUN SOUTH 13°47'37" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 149.67 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 12°25'19" EAST, A DISTANCE OF 3264.68 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS-DESCRIBED AS TRACT 4 IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 195, PAGE 420 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN SOUTH 77°34'41" WEST A DISTANCE OF 220 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF THE GUANO RIVER MARSH; THENCE RUN SOUTHERLY ALONG SAID MARGIN, FOLLOWING THE MEANDERINGS OF SAME; SAID MEANDERS BEING TRAVERSED BY THE SURVEY PREPARED BY CHARLES BASSETT & ASSOCIATES, INC., DATED AUGUST 28, 1973, FILE NUMBER S-1643T; SAID SURVEY COURSES AND DISTANCES RECITED AS FOLLOWS: COURSE 1, SOUTH 05°59'08" EAST, 80.07 FEET; COURSE 2, SOUTH 36°44'17" EAST, 330.89 FEET; COURSE 3, SOUTH 31°28'46" EAST, 157.33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 203; COURSE 4, SOUTH 12°25'19" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1069.41 FEET; COURSE 5, SOUTH 12°28'49" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 259.45 FEET; COURSE 6, SOUTH 53°58'16" WEST, 90.45 FEET; COURSE 7, SOUTH 15°23'13" EAST, 105.28 FEET; COURSE 8, SOUTH 27°31'38" WEST, 318.45 FEET; COURSE 9, SOUTH 31°53'51" EAST, 195.66 FEET; COURSE 10, SOUTH 00°38'21" EAST, 266.07 FEET; COURSE 11, SOUTH 30°23'30" EAST, 298.34 FEET; COURSE 12, SOUTH 42°01'39" EAST, 242.48 FEET; COURSE 13, NORTH 64°30'52" EAST 62.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 203; COURSE 14, SOUTH 12°29'19" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 307.35 FEET; COURSE 15, SOUTH 12°48'55" EAST CONTINUING



ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 759.23 FEET; COURSE 16, SOUTH 14°27'14" WEST, 357.86 FEET; COURSE 17, SOUTH 69°04'45" WEST, 182.73 FEET; COURSE 18, SOUTH 05°13'44" EAST, 335.06 FEET; COURSE 19, SOUTH 59°42'06" WEST, 119.71 FEET; COURSE 20, SOUTH 24°42'57" WEST, 244.65 FEET; COURSE 21, SOUTH 10°47'48" WEST, 181.99 FEET; COURSE 22, SOUTH 07°25'01" EAST, 248.04 FEET; COURSE 23, SOUTH 58°19'30" EAST, 189.66 FEET; COURSE 24, SOUTH 06°32'41" WEST, 412.34 FEET; COURSE 25, SOUTH 11°46'48" EAST, 166.24 FEET; COURSE 26, SOUTH 05°34'38" EAST, 101.55 FEET; COURSE 27, SOUTH 57°35'07" EAST, 9.28 FEET TO THE POINT OF BEGINNING OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD VOLUME 214, PAGE 663 OF SAID COUNTY; COURSE 28, SOUTH 77°07'05" WEST, 532.94 FEET; COURSE 29, NORTH 31°35'41" WEST, 53.79 FEET; COURSE 30, NORTH 83°08'51" WEST, 188.95 FEET; COURSE 31, SOUTH 71°37'40" WEST, 236.58 FEET; COURSE 32, SOUTH 17°27'29" EAST, 160.65 FEET; COURSE 33, SOUTH 47°02'58" EAST, 143.59 FEET; COURSE 34, SOUTH 32°34'28" EAST, 473.76 FEET; COURSE 35, NORTH 86°23'44" EAST, 176.81 FEET; COURSE 36, SOUTH 11°09'05" EAST, 373.15 FEET; COURSE 37, SOUTH 23°12'34" EAST, 335.25 FEET; COURSE 38, SOUTH 45°56'14" EAST, 37.01 FEET TO A CONCRETE MONUMENT ON THE LINE DIVIDING SECTION 11 AND 45, TOWNSHIP 4, SOUTH, RANGE 29 EAST; COURSE 39, NORTH 71°17'11" EAST, 240.45 FEET; COURSE 40, NORTH 74°18'16" EAST, 158.09 FEET; COURSE 41, SOUTH 12°34'56" WEST, 329.95 FEET; COURSE 42, NORTH 59°50'51" EAST, 222.79 FEET; COURSE 43, NORTH 71°28'34" EAST, 31.26 FEET; COURSE 44, NORTH 64°35'35" EAST, 440.88 FEET; COURSE 45, SOUTH 30°46'30" EAST, 282.64 FEET; COURSE 46, SOUTH 10°54'25" WEST, A DISTANCE OF 141.05 FEET TO THE SOUTH LINE OF THE NORTH 600 FEET OF THE MOSES E. LEVY GRANT, SECTION 45, TOWNSHIP 4 SOUTH, RANGE 29 EAST, BEING THE TERMINATION OF THE SURVEY TRAVERSE LINE OF SAID GUANO RIVER MARSHES; THENCE DEPARTING FROM SAID MARSH LINE AND THE TRAVERSE THEREOF RUN SOUTH 70°53'37" WEST A LONG SAID SOUTH LINE OF THE NORTH 600 FEET OF THE MOSES E. LEVY GRANT A DISTANCE OF 2415.86 FEET TO A POINT; SAID POINT LYING IN A CURVE IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AS NOW ESTABLISHED FOR A WIDTH OF 200 FEET SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2964.93 FEET AND A CENTRAL ANGLE OF 12°24'00" THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 26.95 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°38'17" WEST AND A CHORD DISTANCE OF 26.95 FEET; THENCE NORTH 50°53'55" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 1899.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1810.08 FEET AND A CENTRAL ANGLE OF 25°09'10"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 794.62 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY CHORD BEARING OF NORTH 38°19'20" WEST AND A CHORD DISTANCE OF 788.26 FEET; THENCE NORTH 25°44'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2951.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2764.93 FEET AND A CENTRAL ANGLE OF 18°34'55"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 896.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°27'18" WEST AND A CHORD DISTANCE OF 892.79 FEET; THENCE NORTH 07°09'50" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4560.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 2764.93 FEET AND A CENTRAL ANGLE OF 14°19'44"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 691.47 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°00'02" EAST AND A CHORD DISTANCE OF 689.67 FEET; THENCE RUN NORTH 07°09'54" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 973.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3919.83 FEET AND A CENTRAL ANGLE OF 06°29'44"; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A



CENTRAL ANGLE OF  $03^{\circ}54'57''$  AN ARC DISTANCE OF 267.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $05^{\circ}06'52''$  EAST AND A CHORD DISTANCE OF 267.85 FEET; THENCE RUN NORTH  $83^{\circ}30'30''$  EAST, A DISTANCE OF 23.25 FEET TO THE POINT OF BEGINNING.

AND

NORTH WILDLIFE PRESERVE TRACT

THE WILDLIFE PRESERVE LYING NORTH OF THE EAST ENTRANCE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL B, AS SHOWN ON PLAT AT MAP BOOK 12, PAGES 3 THROUGH 18 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THENCE RUN NORTH  $56^{\circ}34'58''$  EAST, 119.76 FEET TO THE POINT OF BEGINNING, RUN THENCE NORTH  $13^{\circ}54'45''$  EAST, 209.62 FEET, THENCE NORTH  $11^{\circ}57'15''$  WEST, 104.16 FEET, THENCE NORTH  $18^{\circ}38'55''$  WEST, 94.62 FEET, THENCE NORTH  $02^{\circ}40'35''$  EAST, 103.36 FEET, THENCE NORTH  $36^{\circ}21'25''$  WEST, 128.25 FEET, THENCE NORTH  $06^{\circ}27'14''$  WEST, 202.43 FEET, THENCE RUN NORTH  $27^{\circ}38'46''$  EAST, 136.45 FEET, THENCE NORTH  $01^{\circ}56'21''$  EAST, 327.5 FEET, THENCE NORTH  $85^{\circ}21'40''$  EAST, 160 FEET MORE OR LESS TO THE EASTERLY LINE OF BERMUDA COVE CONDOMINIUM, THENCE NORTH  $03^{\circ}03'59''$  WEST, 285.76 FEET ALONG SAID EASTERLY LINE TO ITS POINT OF TERMINUS; THENCE NORTH  $76^{\circ}45'25''$  EAST, 106.51 FEET, THENCE NORTH  $48^{\circ}18'07''$  EAST, 736.61 FEET, THENCE NORTH  $09^{\circ}49'22''$  EAST, 222.17 FEET, THENCE NORTH  $12^{\circ}25'19''$  WEST, 300.0 FEET, THENCE NORTH  $87^{\circ}10'45''$  WEST, 774.31 FEET, THENCE NORTH  $73^{\circ}53'12''$  WEST, 68.59 FEET, THENCE NORTH  $26^{\circ}40'15''$  EAST, 33.86 FEET, THENCE NORTH  $17^{\circ}46'45''$  WEST, 222.16 FEET TO THE NORTHERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL A IN WARRANTY DEED TO SAWGRASS, LTD. RECORDED IN OFFICIAL RECORDS BOOK 289, PAGE 509 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 203 AS NOW ESTABLISHED AND THE EASTERLY BOUNDARY OF SAID PARCEL A; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY LINE OF PARCEL B AS SHOWN ON PLAT IN MAP BOOK 12, PAGES 3 THROUGH 18 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL B TO THE POINT OF BEGINNING; AND

Parcel B

A PARCEL KNOWN AS THE "EXPLORERS AND BEACH CLUB" AND DESCRIBED AS FOLLOWS:

A part of Section 35, Township 3 South, Range 29 East, together with a part of Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

Commence at the intersection of the Northerly line of Parcel B with the Westerly line of Parcel C, as shown on the map of Sawgrass, as recorded in Map Book 12, pages 3 through 18 of the Public Records of said County; thence North 77 deg. 34' 41" East, 120 feet to a point on the Easterly line of said Parcel C and said point being in a curve, said curve being concave Northeasterly and having a radius of 993.49 feet; thence Southeasterly along and around said curve an arc distance of 11.07 feet to the Point of Beginning; thence North 73 deg. 25' 04" East, 162.95 feet, thence North 30 deg. 29' 52" East, 20.43 feet; thence North 77 deg. 34' 41" East, 63.84 feet; thence North 12 deg. 25' 19" West, 35.77 feet; thence North 77 deg. 34' 41" East, 78.66 feet; thence South 51 deg. 00' 19" East, 43.02 feet; thence North 77 deg. 38' 01" East, 200.81 feet to a point on the Coastal Setback Line, as established by the Department of Natural Resources of the State of Florida; thence along said Coastal Setback Line, South 09 deg. 32' 10" East, 566.36 feet; thence South 77 deg. 34' 41" West, 368.22 feet; thence North 36 deg. 25' 19" West, 157.35 feet, to a Point on the Easterly line of said Parcel C, said curve being concave Northeasterly and having a radius of 933.49 feet along and around said curve to the Point of Beginning, together with all lands lying Easterly of the foregoing described property and between the Northerly and Southerly boundary lines and the high water mark of the Atlantic Ocean; and

Parcel C

## THE UNDEVELOPED BEACH FRONT PARCEL

A part of Section 35, Township 3 South, Range 29 East, together with a part of Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the Northerly line of Parcel B with the Westerly line of Parcel C, as shown on the map of Sawgrass, as recorded in Map Book 12, pages 3 through 18 of the Public Records of said County; thence North 77 deg. 34'41" East, 120 feet to a point on the Easterly line of said Parcel C and the Point of Beginning, said point being in a curve, said curve being concave North-easterly and having a radius of 993.49 feet; thence South-easterly along and around said curve an arc distance of 11.07 feet; thence North 73 deg. 25'04" East, 162.95 feet; thence North 30 deg. 29'52" East, 20.43 feet; thence North 77 deg. 34'41" East, 63.84 feet; thence North 12 deg. 25'19" West, 35.77 feet; thence North 77 deg. 34'41" East, 78.66 feet; thence South 51 deg. 00'19" East, 43.02 feet; thence North 77 deg. 38'01" East, 200.81 feet to a point on the Coastal Setback Line, as established by the Department of Natural Resources of the State of Florida; thence along said Coastal Setback Line, 09 deg. 32'10" West, 346.30 feet to an angle point in said line; thence continue along said Coastal Setback Line, North 12 deg. 14'40" West, 689.03 feet; thence South 77 Deg. 34'41" West, 248.03 feet; thence North 12 deg. 25'19" West, 792.93 feet to a point of the aforementioned Easterly line of Parcel C, said point being in a curve, said curve being concave Northwesterly and having a radius of 1,089.99 feet; thence Southwesterly along and around said curve an arc distance of 33.05 feet to the Point of Tangency of said curve; thence continue along said Easterly line of Parcel C, South 11 deg. 34'41" West, 539.15 feet to the point of a curve to the left, said curve being concave Southeasterly and having a radius of 993.49 feet; thence Southwesterly along and around said curve an arc distance of 416.15 feet to the Point of Tangency of said curve; thence continue along said Easterly line of Parcel C, South 12 deg. 25'19" East, 918.60 feet to the Point of Beginning, Together with all lands lying Easterly of an between the Northerly and Southerly boundary lines of the foregoing property and the high water mark of the Atlantic Ocean; and

TRACT E

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING  
AND BEING IN THE COUNTY OF ST. JOHNS, STATE OF FLORIDA,  
TO-WIT:

A portion of Tract E more particularly described  
as follows:

For point of beginning, commence at the Northeast corner of Parcel EE, as recorded in said Map Book 12, pages 3 through 18, said point lying in the Westerly Right of Way line of Preston Drive East (Parcel A, a 60 foot right of way, as now established); run thence South 35° 11' 21" West along the Southerly boundary of said Tract E, a distance of 275.97 feet; thence continue along said Southerly boundary South 67° 30' 00" West, a distance of 16 feet; thence South 22° 30' 00" East along the Easterly boundary of said Tract E, a distance of 120.0 feet; thence continue along said Easterly boundary South 22° 30' 00" West, a distance of 36.77 feet; thence South 67° 30' 00" West along the Southerly boundary of said Tract E, a distance of 15 feet; thence North 4° 41' 35" East, a distance of 75.94 feet; thence North 88° 19' 39" West, a distance of 20 feet; thence North 5° 53' 04" West, a distance of 23.92 feet; thence North 10° 21' 12" West, a distance of 11.88 feet; thence North 2° 13' 09" West, a distance of 39.05 feet; thence North 14° 27' 45" East, a distance of 34.73 feet; thence South 69° 46' 31" East, a distance of 20 feet; thence North 29° 37' 16" East, a distance of 48.42 feet; thence North 54° 56' 57" West, a distance of 20 feet; thence North 35° 03' 03" East, a distance of 108.5 feet; thence North 48° 13' 28" East, a distance of 85.69 feet; thence North 70° 02' 06" East, a distance of 15.41 feet to the point of beginning; and

PARCEL D  
[RANDY BROWN PARCEL]

A part of Section 34, Part of the Heirs of Nicholas Sanchez Grant, Section 46, a Part of the Sanchez or Hill Grant Section 47, a Part of the Hill or Fitch or Sanchez Grant, Section 52, all in Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a point of reference commence at the corner common to Sections 27, 43, 44 and 46 in said Township and Range; thence S.  $15^{\circ}37'30''$  E., along the line dividing said Sections 44 and 46, a distance of 2303.28 feet; thence S.  $83^{\circ}30'30''$  W. a distance of 377.43 feet to the point of beginning; thence S.  $15^{\circ}37'30''$  E., parallel with the line dividing said Sections 44 and 46, and parallel with the line dividing said Sections 34 and 44, a distance of 1246.72 feet; thence S.  $83^{\circ}30'30''$  W. a distance of 1591.81 feet to a point in the Easterly right of way line of State Road A-1-A (as now established as a 200 foot right of way); thence N.  $0^{\circ}40'10''$  E., along said easterly right of way line, a distance of 1240.59 feet; thence N.  $83^{\circ}30'30''$  E. a distance of 1239.26 feet to the point of beginning. Containing 40.00 acres more or less; and

## MINIWAREHOUSE PARCEL

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:  
 Commence at the intersection of the Southerly right of way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12 pages 3 through 18 of the public records of said county; with the Easterly right of way line of State Road 1A (a 200 foot right of way as now established); thence South 07°09'50" East, along said Easterly right of way line, 344.86 feet; thence North 87°08'12" East, 45.13 feet to the POINT OF BEGINNING; thence North 87°08'12" East, 173.49 feet; thence South 05°53'37" East, 60.00 feet; thence North 84°06'23" East, 129.60 feet; thence North 05°43'59" East, 494.13 feet; thence South 20°30'00" West, 373.87 feet; thence North 84°30'00" West, 243.87 feet; thence South 07°09'50" East, 128.13 feet to the POINT OF BEGINNING.

and

## WAREHOUSE PARCEL

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Southerly right-of-way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One, as recorded in Map Book 12, pages 3 through 18, of the public records of said county, with the Easterly right-of-way line of State Road 1A (a 200 foot right-of-way as now established); thence South  $07^{\circ}09'50''$  East, along said Easterly right-of-way line, 1077.57 feet to the POINT OF BEGINNING; thence continue South  $07^{\circ}09'50''$  East, along said Easterly right-of-way line, 125.00 feet; thence North  $82^{\circ}50'10''$  East, 210.00 feet; thence South  $07^{\circ}09'50''$  East, 207.43 feet; thence North  $82^{\circ}50'10''$  East, 89.54 feet; thence North  $37^{\circ}59'10''$  East, 52.77 feet; thence North  $15^{\circ}00'26''$  West, 193.70 feet; thence South  $82^{\circ}50'10''$  West, 33.82 feet; thence North  $49^{\circ}00'00''$  West, 85.00 feet; thence North  $07^{\circ}09'50''$  West, 40.00 feet; thence South  $82^{\circ}50'10''$  West, 220.00 feet to the POINT OF BEGINNING; and

Lake Parcel

A part of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

Commence at the most Westerly corner of Parcel A as shown on plat of Sawgrass, Unit 1, Map Book 12, pages 3 through 18 of the public records of said county; thence South  $07^{\circ}09'50''$  East along the Easterly right-of-way line of Ponce de Leon Boulevard (State Road A1A) as established for a width of 200 feet, 310 feet; thence South  $84^{\circ}30'00''$  East 290 feet; thence North  $20^{\circ}30'00''$  East 403.52 feet to an intersection with the Southerly line of said Parcel A, said Southerly line being in a curve concave Southerly having a radius of 350 feet; thence Easterly along and around said curve an arc distance of 13.99 feet to the point of beginning; thence continue along and around said curve an arc distance of 94.61 feet to the point of tangency of said curve; thence South  $62^{\circ}09'50''$  East along the Southerly line of said Parcel A 91.97 feet; thence continue along the Southerly line of said Parcel A South  $58^{\circ}05'48''$  East 152.63 feet; thence South  $08^{\circ}11'42''$  West 258.13 feet; thence South  $22^{\circ}56'36''$  East 234.94 feet; thence South  $03^{\circ}41'07''$  West 71.38 feet; thence South  $12^{\circ}40'16''$  West 292.35 feet; thence South  $42^{\circ}37'17''$  West 95.78 feet; thence South  $82^{\circ}50'10''$  West 128.20 feet; thence North  $53^{\circ}54'16''$  West 253.66 feet; thence North  $00^{\circ}12'35''$  East 366.31 feet; thence North  $06^{\circ}12'41''$  East 422.48 feet; thence North  $25^{\circ}30'00''$  East 149.62 feet to the point of beginning,

Less and except any portion thereof conveyed to Intercoastal Utilities, Inc., by deed recorded in Official Records Book 602 beginning at page 608 of the public records of St. Johns County, Florida; and



LEMAISTRE PARCEL A

Those certain parcels of land located in St. Johns County, Florida described as follows:

## LEMAISTRE PARCEL A:

For a point of reference commence at a point located in the East boundary of the former Right of Way of Florida State Road #140 (formerly Florida State Road #78) where said boundary is intersected by the line dividing Section 35, Township 3 South, Range 29 East from Section 2, Township 4 South, Range 29 East; and run thence South 12 degrees 38 minutes East, along the East boundary of the former Right of Way of Florida State Road #140 keeping parallel to and 33 feet Easterly from the center line of the pavement of said road when measured at right angles thereto, a distance of 918.23 feet to an iron pipe for point of beginning.

From point of beginning thus described continue along the East boundary of the former Right of Way of Florida State Road #140, South 12 degrees 38 minutes East parallel to and 33 feet Easterly from the center line of the pavement of said road when measured at right angles thereto, a distance of 600 feet; run thence North 77 degrees 22 minutes East and at right angles to said State Road, a distance of 316 feet more or less to the Atlantic Ocean; run thence along said ocean in a Northerly direction a distance of 600 feet more or less to a point which bears North 77 degrees 22 minutes East from the point of beginning; run thence South 77 degrees 22 minutes West a distance of 302 feet more or less to the iron pipe at the point of beginning containing 4.25 acres more or less, the land thus described being conveyed subject to the right of the United States of America, the State of Florida, and the County of St. Johns to use the Beach Easterly of high water mark for road purposes.

The foregoing LeMaistre Parcel A being more correctly described as follows:

## LEMAISTRE PARCEL A:

A part of Government Lot 1, Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as commencing at the intersection of the Former East Right of Way line of State Road No. 203 (formerly State Road Numbers A-1-A, 140 and 78) and the line dividing said Section 2 from Section 35, Township 3 South, Range 29 East; thence South 12 degrees 25 minutes 19 seconds East, along said former East Right of Way line, a distance of 918.23 feet to the Northwest corner of Parcel "A" of the lands described in Deed Book 186, Page 170 of the Public Records of said County for the point of beginning; thence South 77 degrees 34 minutes 41 seconds West, along a Westerly projection of the North line of said Parcel "A" and along the North line of Parcel "B" of the same Deed, a distance of 256.71 feet to the Easterly line of the present 100.00 foot Right of Way of State Road No. 203, as established by Parcel "C" of Sawgrass Unit One, as recorded in Map Book 12, Pages 3 through 18 of said Public Records; thence South 36 degrees 25 minutes 19 seconds East, along said Easterly Right of Way line, a distance of 392.02 feet to a point of curve of a curve concave Southwesterly having a radius of 1069.99 feet; thence Southeasterly along the arc of said curve and its Southeasterly continuation, a chord bearing of South 32 degrees 23 minutes 18 seconds East and a chord distance of 150.53 feet to a point of tangency; thence South 28 degrees 21 minutes 17 seconds East, parallel with and 100 feet Northeasterly of, when measured at right angles to, the Southwesterly right of way line of said Parcel "C", a distance of 104.49 feet to an intersection

with a Westerly projection of the Southerly line of the aforementioned Parcel "A"; thence North 77 degrees 34 minutes 41 seconds East along said South line and its Westerly projection, a distance of 370 feet more or less to the approximate daily high water line of the Atlantic Ocean; thence Northerly along said high water line, a distance of 600 feet more or less to a point that bears North 77 degrees 34 minutes 41 seconds East from the point of beginning; thence South 77 degrees 34 minutes 41 seconds West, along the aforementioned North line of Parcel "A", a distance of 340 feet more or less to the point of beginning; and

LEMAISTRE PARCEL B

LEMAISTRE PARCEL B:

For a point of reference commence at a point located in the East boundary of the former Right of Way of Florida State Road #140 (formerly Florida State Road #78) where said boundary is intersected by the line dividing Section 35, Township 3 South, Range 29 East from Section 2, Township 4 South, Range 29 East; and run thence South 12 degrees 38 minutes East, along the East boundary of the former Right of Way of Florida State Road #140 keeping parallel to and 33 feet Easterly from the center line of the pavement of said road when measured at right angles thereto, a distance of 918.23 feet to an iron pipe for point of beginning.

From the point of beginning thus described run South 12 degrees 38 minutes East along the East boundary of the former Right of Way of said State Road parallel to and 33 feet Easterly from the Center line of the pavement of said road when measured at right angles thereto, a distance of 600 feet; run thence South 77 degrees 22 minutes West and at right angles to the center line of said State Road, a distance of 230 feet more or less to the Easterly edge of the marshes of the Guano River; run thence in a Northerly direction following the meanderings of the Easterly edge of said Guano River Marshes, a distance of 600 feet more or less to a point which bears South 77 degrees 22 minutes West, from the point of beginning; run thence North 77 degrees 22 minutes East a distance of 285 feet more or less to the iron pipe at the point of beginning.

Excepting therefrom the Right of Way of State Road 203.

The foregoing LeMaistre Parcel B being more particularly described as follows:

LeMaistre Parcel B:

A part of Government Lot 1, Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as commencing at the intersection of the former East Right of Way line of State Road No. 203 (formerly State Road Numbers A-1-A, 140 and 78) and the line dividing said Section 2, from Section 35, Township 3 South, Range 29 East; thence South 12 degrees 25 minutes 19 seconds East, along said former East Right of Way line, a distance of 1518.23 feet to the Southwest corner of Parcel "A" of the lands described in Deed Book 186, Page 170 of the Public Records of said County; thence South 77 degrees 34 minutes 41 seconds West, along a Westerly projection of the South line of said Parcel "A", a distance of 121.20 feet to the present Southwesterly Right of Way line of State Road No. 203 as established by Parcel "C" of Sawgrass Unit One, as recorded in Map Book 12, Pages 3 through 18 of said Public Records for the point of beginning; thence North 28 degrees 21 minutes 17 seconds West, along said Southwesterly Right of Way line, a distance of 75.85 feet to a point of curve of a curve-concave Southwesterly having a radius of 969.99 feet; thence

Northwesterly along the arc of said curve a chord bearing of North 32 degrees 23 minutes 18 seconds West, and a chord distance of 136.46 feet to a point of tangency; thence continue along said Southwesterly right of way line North 36 degrees 25 minutes 19 seconds West, a distance of 160 feet more or less to the Easterly edge of the Guano River Marsh; thence Southerly, along said Easterly edge of the Guano River Marsh, following the meanderings thereof, a distance of 370 feet more or less to a point that bears South 77 degrees 34 minutes 41 seconds West from the point of beginning; thence North 77 degrees 34 minutes 41 seconds East, along the South line of Parcel "B" of the aforementioned lands described in Deed Book 186, Page 170, a distance of 95 feet more or less to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

1. The lands conveyed to James R. Stockton, III, by deed dated December 14, 1982, recorded in Official Records Book 572, page 531 of the public records of St. Johns County, Florida.
2. The lands conveyed to Peter O. Hayes by deed dated March 31, 1983, recorded in Official Records Book 612, page 763 of the public records of St. Johns County, Florida
3. The lands conveyed to James R. Stockton, III by deed dated May 8, 1987, recorded in Official Records Book 746, page 104, of the public records of St. Johns County, Florida.
4. The club property more particularly described on Exhibit A hereof.

THIS INSTRUMENT PREPARED BY:  
THOMAS M. JENKS  
PAPPAS & METCALF  
3301 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

**SUPPLEMENTARY RESTATED DECLARATION  
OF COVENANTS RE: ASSESSMENTS  
AND AMENDMENT**

89 24008

(COUNTRY CLUB ROADWAYS)

THIS SUPPLEMENTARY DECLARATION is made this 22 day of August, 1989, by ARVIDA/JMB PARTNERS ("Arvida"), a Florida general partnership, having an address at Post Office Box 600, Ponte Vedra Beach, Florida 32082.

**WITNESSETH:**

WHEREAS, Arvida is the owner of certain real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Roadways"); and

WHEREAS, the Sawgrass Declaration of Covenants re: Assessments as recorded in Official Records Book 239, page 229, of the public records of St. Johns County, Florida, has been amended by restatement in the form of the Restated Sawgrass Declaration of Covenants re: Assessments as recorded in Official Records Book 396, page 706, and as amended by the First Amendment to the Restated Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, of the public records of St. Johns County, Florida. (The Restated Sawgrass Covenants re: Assessments and the First Amendment thereto are collectively referred to herein as the "Restated Declaration" and by this reference are hereby incorporated herein in their entirety); and

WHEREAS, Arvida, as Developer (as such term is defined by the Restated Declaration) desires to subject the Roadways to all of the terms, conditions and provisions as contained in the Restated Declaration as provided for under the terms of Article II of the Restated Declaration, except as modified herein.

NOW, THEREFORE, Arvida hereby declares that:

**1. Incorporation of Restated Declaration.**

All of the Roadways and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Restated Declaration as amended from time to time and as modified herein. In the event

of conflict between the Restated Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

**2. Modification of Article IV.**

Article IV, Section 5 (1) of the Restated Declaration is hereby amended with respect to the Roadways by the insertion of the following after the last sentence of said Article:

Arvida has entered into that certain Cable Television Service Agreement with Clearview Properties, Ltd., dated November 3, 1987 (the "Service Agreement") as assigned to Continental Cablevision of Jacksonville, Inc. ("Continental") by Assignment dated November 3, 1987, and recorded in Official Records Book 762, page 1442, of the public records of St. Johns County, Florida, which provides the mechanism by which infrastructure for the furnishing of cable television services will be installed to service improvements constructed within the Sawgrass development and requires Arvida, or its successors in title, to grant to Continental an exclusive easement over, under and upon certain portions of the Sawgrass development for installing, maintaining and supplying the services of a radio and television distribution system serving the Roadways, subject to the terms and conditions set forth in the Service Agreement.

**3. Designation of Additional Common Property.** Arvida, pursuant to Article 1, Section 7 of the Restated Declaration, hereby designates the Roadways as Common Property to be owned and maintained by the Association as more particularly set forth in the Restated Declaration.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Signed, sealed and  
delivered in the  
presence hereof:

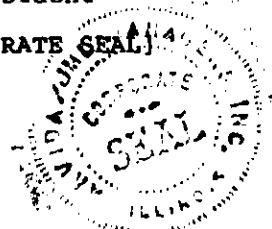
*John P. Chivalitto*  
*[Signature]*

ARVIDA/JMB PARTNERS, a  
Florida general partnership

By: Arvida/JMB Managers, Inc.,  
an Illinois corporation, a  
general partner

By: *W. Thomas Hale*  
W. Thomas Hale,  
Vice President

[CORPORATE SEAL]



O. R. 833 PG 0661

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

The foregoing instrument was acknowledged before me this 22  
day of August, 1989, by W. Thomas Hale, the Vice  
President of ARVIDA/JMB MANAGERS, INC., an Illinois corporation,  
a general partner of ARVIDA/JMB PARTNERS, a Florida general  
partnership, on behalf of the partnership.

Vanessa R. Ray  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

A1240

VANESSA R. RAY, NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES 8/2/92




EXHIBIT A

TO SUPPLEMENTARY RESTATED DECLARATION

SAWGRASS COUNTRY CLUB

1. Parcels A, B, and D, Sawgrass Unit One, according to plat thereof recorded in Map Book 12, pages 3 through 18, of the public records of St. Johns County, Florida (Sawgrass Drive, Preston Trail, Osprey Point); and

2. Parcels A and B, Country Club Unit One, according to plat thereof recorded in Map Book 15, pages 45 through 46, of the public records of St. Johns County, Florida (Old Barn Road, Timberlake Point); and

3. Parcel C, Country Club Unit Two, according to plat thereof recorded in Map Book 15, pages 47 through 48, of the public records of St. Johns County, Florida (Oak Hammock Drive); and

4. Parcel A, Country Club Unit Five, according to plat thereof recorded in Map Book 18, pages 65 through 67, of the public records of St. Johns County, Florida (Old Barn Road); and

5. Parcel A, Country Club Unit Eight, according to plat thereof recorded in Map Book 19, pages 31 through 34, of the public records of St. Johns County, Florida (Club View Court, South Nine Drive); and

6. Parcel B, Northgate I, according to plat thereof recorded in Map Book 15, pages 16 through 21, as replated in Map Book 15, pages 33 through 36, of the public records of St. Johns County, Florida (Country Club Boulevard); and

7. South Nine Drive, formerly Chimney Ridge Drive, according to plat thereof recorded in Map Book 16, pages 23 through 24, of the public records of St. Johns County, Florida (South Nine Drive); and

8. A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows: Commence at the intersection of the Northerly right-of-way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12, Pages 3 through 18 of the Public Records of said County with the Easterly right-of-way line of Ponce De Leon Boulevard (State Road 1A, a 200 foot right-of-way as now established); thence North 07°09'50" West, along said Easterly right-of-way line of Ponce De Leon Boulevard, 410.00 feet, thence North 86°29'08" East, 246.14 feet; thence South 30°50'02" East, 50.00 feet; thence North 59°20'47" East, 85.00 feet; thence South 30°39'13" East, 90.00 feet; thence North 59°12'20" East, 135.82 feet; thence North 26°36'05" West, 1.09 feet to the Point of



Beginning: thence continue North 26°36'05" West, 69.40 feet; thence South 61°47'43" East, 222.36 feet to the point of curvature of a curve to the left, said curve being concave Northwesterly and having a radius of 25.00 feet, an arc distance of 53.83 feet, said curve being subtended by a chord bearing and distance of North 56°31'26" East, 44.02 feet to the Westerly right-of-way line of Preston Trail as shown on said plat of Sawgrass Unit One, said Westerly right-of-way line is lying in a curve leading Southeasterly; thence along said westerly right-of-way line and the arc of said curve being concave Easterly and having a radius of 425.00 feet, an arc distance of 7.29 feet, said arc being subtended by a chord bearing and distance of South 05°38'53" East, 7.29 feet to the point of tangency of said curve; thence South 06°08'21" East, 88.19 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Westerly and having a radius of 325.00 feet, an arc distance of 3.84 feet, said arc being subtended by a chord bearing and distance of South 05°48'03" East, 3.84 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of said curve being concave Southwesterly and having a radius of 25.00 feet, an arc distance of 32.17 feet, said arc being subtended by a chord bearing and distance of North 42°19'23" West, 29.99 feet to the point of reverse curvature of a curve to the right; thence along and around the arc of said curve being concave Northeasterly and having a radius of 146.53 feet, an arc distance of 44.47 feet, said arc being subtended by a chord bearing and distance of North 70°29'23" West, 44.30 feet to the point of tangency of said curve; thence North 61°47'43" West, 170.42 feet to the Point of Beginning (Willow Pond Access); and

9. Commencing at the Northeast corner of Parcel "B", Sawgrass Unit One, according to the plat thereof, as recorded in Map Book 12, pages 3 through 18, inclusive, of the public records of St. Johns County, Florida; thence North 77°34'41" East, a distance of 120.00 feet to a point on the arc of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 993.49 feet, an arc distance of 10.92 feet to the Point of Beginning of this description; thence North 73°25'04" East, a distance of 162.94 feet; thence North 30°29'52" East, a distance of 20.43 feet; thence North 77°34'41" East, a distance of 39.34 feet, the last three courses described being coincident with the Northerly limits of Beach Club Drive, as described in Official Records Volume 493, page 106, and Official Records Volume 524, page 722, of the public records of St. Johns County, Florida; thence North 12°14'40" West, a distance of 15.01 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 202.00 feet, an arc distance of 61.12 feet to the Point of Reverse Curvature; thence Northerly and Westerly, along the arc of said

curve, having a radius of 138.00 feet, an arc distance of 29.57 feet to the Point of Tangency; thence North  $07^{\circ}11'16''$  West, a distance of 56.37 feet to a point hereinafter referred to as Point "A", said point being further described as the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 138.00 feet, an arc distance of 38.44 feet to the Point of Tangency; thence North  $23^{\circ}08'50''$  West, a distance of 52.71 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Westerly, along the arc of said curve, having a radius of 113.00 feet, an arc distance of 56.45 feet to the Point of Reverse Curvature; thence Northerly and Westerly, along the arc of said curve, having a radius of 87.00 feet, an arc distance of 56.00 feet to a point on the arc of a circular curve to the right, whose radius point bears North  $64^{\circ}10'32''$  East from the last described point, the last eight courses described being coincident with the Westerly limits of Spinnakers Reach Road (Ingress & Egress Easement), Spinnakers Reach I Condominium, as described in Official Records Volume 493, page 106, of the public records of St. Johns County, Florida; thence Northerly and Easterly, along the arc of said curve, having a radius of 87.02 feet, an arc distance of 21.34 feet to the Point of Tangency; thence North  $12^{\circ}14'40''$  West, a distance of 15.00 feet to a point hereinafter referred to as Point "B"; thence continue North  $12^{\circ}14'40''$  West, a distance of 121.18 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 188.00 feet, an arc distance of 34.80 feet to the Point of Tangency; thence North  $01^{\circ}38'23''$  West, a distance of 94.02 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 87.00 feet, an arc distance of 36.71 feet to the Point of Tangency; thence North  $25^{\circ}48'53''$  West, a distance of 18.27 feet; thence North  $77^{\circ}45'20''$  East, a distance of 26.75 feet; thence South  $25^{\circ}48'53''$  East, a distance of 11.99 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 113.00 feet, an arc distance of 47.68 feet to the Point of Tangency; thence South  $01^{\circ}38'23''$  East, a distance of 94.02 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 162.00 feet, an arc distance of 29.98 feet to the Point of Tangency; thence South  $12^{\circ}14'40''$  East, a distance of 136.18 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 61.02 feet, an arc distance of 17.67 feet to the Point of Reverse Curvature; thence Southerly and Westerly, along the arc of said curve, having a radius of 113.00 feet, an arc distance of 6.69 feet to a point, the last fifteen courses described being coincident with the Westerly, Northerly and Easterly limits of Spinnakers Reach II

Condominium, as described in Official Records Volume 566, page 287, of the public records of St. Johns County, Florida; thence continue Southerly and Westerly, along the arc of said curve, an arc distance of 60.99 feet to the Point of Reverse Curvature; thence Southerly and Easterly, along the arc of said curve, having a radius of 87.00 feet, an arc distance of 43.46 feet to the Point of Tangency; thence South 23°08'50" East, a distance of 66.18 feet; thence South 12°14'40" East, a distance of 189.68 feet, the last four courses described being coincident with the Easterly limits of said Spinnakers Reach Road (Ingress & Egress Easement), Spinnakers Reach I Condominium; thence North 76°24'55" East, along the Southerly limits of Parcel "B" of said Spinnakers Reach I Condominium, a distance of 52.00 feet; thence South 13°35'05" East, a distance of 16.00 feet; thence South 08°52'57" West, a distance of 17.51 feet; thence South 12°21'59" East, a distance of 105.00 feet; thence North 77°38'01" East, a distance of 13.00 feet; thence South 12°21'59" East, a distance of 70.00 feet; thence North 77°38'01" East, a distance of 30.00 feet; thence South 12°21'59" East, a distance of 49.84 feet; thence South 63°51'59" East, a distance of 11.50 feet; thence North 77°38'01" East, a distance of 76.00 feet; thence North 66°59'00" East, a distance of 141.06 feet to a point hereinafter referred to as Point "C", the last ten courses described being coincident with the Westerly and Southerly limits of Surf Villas Condominium, as described in Official Records Volume 569, page 727, of the public records of St. Johns County, Florida; thence South 13°24'59" East, along the Southerly projection of the Coastal Construction Setback line, as shown on the survey of said Surf Villas Condominium, a distance of 326.73 feet to a point hereinafter referred to as Point "D"; thence South 77°34'41" West, a distance of 429.98 feet, the last course described being coincident with the Northerly limits of Ocean Ridge, according to the plat thereof, as recorded in Map Book 20, page 36, of the public records of St. Johns County, Florida; thence North 36°25'19" West, a distance of 25.59 feet, the last course described being coincident with the Easterly limits of Parcel "C", Sawgrass Unit One, according to the plat thereof, as recorded in Map Book 12, pages 3 through 18, inclusive, of the public records of St. Johns County, Florida; thence North 36°03'54" East, a distance of 124.41 feet; thence North 21°34'24" East, a distance of 37.96 feet; thence North 55°57'15" East, a distance of 24.44 feet; thence North 34°02'45" West, a distance of 41.47 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 192.00 feet, an arc distance of 55.07 feet to the Point of Tangency; thence North 17°36'40" West, a distance of 186.64 feet to a point hereinafter referred to as Point "E"; thence continue North 17°36'40" West, a distance of 15.00 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 40.00 feet, an arc distance of

62.11 feet to the Point of Tangency; thence South  $73^{\circ}25'04''$  West, a distance of 184.38 feet to a point on the arc of a circular curve to the right, whose radius point bears North  $72^{\circ}37'11''$  East from the last described point, the last nine courses described being coincident with the Southerly, Easterly and Northerly limits of Beach Club Villas Condominium, as described in Official Records Volume 524, page 722, of the public records of St. Johns County, Florida; thence Westerly and Northerly, along the arc of said curve, having a radius of 993.49 feet, an arc distance of 75.04 feet to the Point of Beginning, the last course described being coincident with the Easterly limits of said Parcel "C", Sawgrass Unit One; less and except the lands conveyed by Arvida/JMB Partners to Surf Villas Condominium by Quit Claim Deed dated July 25, 1988, recorded in Official Records Book 796, page 1534 of the public records of St. Johns County, Florida; and, less and except the lands described as Golf Course Parcel "J" and Golf Course Parcel "K" (excepting therefrom Tract B, Ocean Ridge, according to the plat thereof as recorded in Map Book 20, page 36, of the public records of St. Johns County, Florida) in that certain Special Warranty Deed in favor of Sawgrass Country Club, Inc. dated April 15, 1988, and recorded in Official Records Volume 779, page 914, of the public records of St. Johns County, Florida (Beach Roadways); and

10. A part of Section 2, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: for a point of reference, commence at a point on the Easterly right-of-way line of County Road No. 203, Ponte Vedra Boulevard, (a 120 foot right-of-way as now established) said point also being the Southwesterly corner of Beach Club Villas Condominium as recorded in Official Records Volume 524, page 755 of the public records of said County; thence North  $77^{\circ}34'38''$  East along the Southerly line of said Beach Club Villas Condominium, a distance of 145.00 feet to the Point of Beginning; thence continue North  $77^{\circ}34'38''$  East a distance of 31.80 feet; thence South  $10^{\circ}40'17''$  East a distance of 9.46 feet to the point of curve of a curve concave Westerly having a radius of 135.47 feet; thence Southerly along the arc of said curve an arc distance of 65.49 feet, said arc being subtended by a chord bearing of South  $03^{\circ}10'40''$  West and a chord distance of 64.85 feet; thence South  $80^{\circ}39'09''$  East a distance of 40.66 feet; thence North  $37^{\circ}57'50''$  East a distance of 52.92 feet to a point on a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve an arc distance of 28.31 feet, said arc being subtended by a chord bearing of North  $37^{\circ}42'19''$  West and a chord distance of 27.27 feet to the point of tangency of said curve; thence North  $10^{\circ}40'17''$  West a distance of 28.61 feet; thence South  $77^{\circ}34'41''$  West a distance of 50.02 feet to the Point of Beginning (Ocean Ridge Access); and

11. A part of Section 34, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: Commence at the intersection of the Easterly right of way line of Duck Hook Drive and the Northeasterly right of way line of Preston Trail East, thence along said Northeasterly right of way line of Preston Trail East and along the arc of a curve concave Southwesterly and having a radius of 325.00 feet, an arc distance of 305.48 feet, said arc being subtended by a chord bearing and distance of South 54°48'39" East, 294.36 feet to the Point of Beginning; thence North 57°42'18" East, 55.96 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 175.00 feet, an arc distance of 145.68 feet, said arc being subtended by a chord bearing and distance of North 33°51'24" East, 141.51 feet to the point of reverse curve of a curve to the right; thence along and around the arc of a curve concave Southeasterly and having a radius of 125.00 feet, an arc distance of 74.86 feet, said arc being subtended by a chord bearing and distance of North 27°09'58" East, 73.75 feet to the point of tangency of said curve; thence North 44°19'26" East, 105.00 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Southeasterly having a radius of 125.00 feet, an arc distance of 99.50 feet, said arc being subtended by a chord bearing and distance of North 67°07'43" East, 96.90 feet to the point of reverse curve of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 200.00 feet, an arc distance of 326.73 feet, said arc being subtended by a chord bearing and distance of North 43°07'57" East, 291.59 feet to the point of tangency of said curve; thence North 03°40'07" West, 146.29 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Southeasterly and having a radius of 50.00 feet, an arc distance of 76.70 feet, said arc being subtended by a chord bearing and distance of North 40°16'42" East, 69.40 feet; thence North 05°46'29" West, 51.40 feet; thence South 84°22'49" West, 96.33 feet; thence South 03°40'07" East, 244.35 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Northwesterly having a radius of 150.00 feet, an arc distance of 245.05 feet, said arc being subtended by a chord bearing and distance of South 43°07'56" West, 218.69 feet to the point of reverse curve of a curve to the left; thence along and around the arc of a curve concave Southeasterly having a radius of 175.00 feet, an arc distance of 139.31 feet, said arc being subtended by a chord bearing and distance of South 67°07'43" West, 135.66 feet to the point of tangency of said curve; thence South 44°19'26" West, 105.00 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Southeasterly having a radius of 175.00 feet, an arc distance of 104.81 feet, said arc being subtended by a chord bearing and distance of South

27°09'58" West, 103.25 feet to the point of reverse curve of a curve to the right; thence along the arc of a curve concave Northwesterly and having a radius of 125.00 feet, an arc distance of 104.06 feet, said arc being subtended by a chord bearing and distance of South 33°51'24" West, 101.08 feet to the point of tangency of said curve; thence South 57°42'18" West, 55.96 feet to the Northeasterly right of way line of said Preston Trail East; thence along said Northeasterly right of way line and along the arc of a curve concave Southwesterly and having a radius of 325.00 feet, an arc distance of 50.05 feet, said arc being subtended by a chord bearing and distance of South 32°17'29" East, 50.00 feet to the Point of Beginning (Fisherman's Cove Access); and

12. A part of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a point of reference commence at the intersection of the Southerly right-of-way line of Sawgrass Drive West (Parcel "A" as shown on the Plat of Sawgrass Unit One, as recorded in Map Book 12, pages 3 through 18 of the public records of said County) with the Easterly right-of-way line of State Road A-1-A Ponce de Leon Boulevard (a 200-foot right of way as now established); thence South 07°09'50" East along said Easterly right-of-way line of State Road A-1-A a distance of 1077.57 feet; thence North 82°50'10" East a distance of 220.00 feet; thence South 07°09'50" East a distance of 40.00 feet; thence South 49°00'00" East a distance of 85.00 feet to a point hereinafter referred to as Reference Point "A" and the Point of Beginning; thence North 70°30'00" East a distance of 208.00 feet to the point of curve of a curve concave Northwesterly and having a radius of 248.00 feet; thence Northeasterly along the arc of said curve an arc distance of 134.18 feet said arc being subtended by a chord bearing of North 63°00'00" East and a chord distance of 132.55 feet to the point of tangency of said curve; thence North 47°30'00" East a distance of 70.00 feet to the point of curve of a curve concave Southeasterly and having a radius of 105.00 feet; thence Northeasterly along the arc of said curve an arc distance of 104.46 feet said arc being subtended by a chord bearing of North 76°00'00" East and a chord distance of 100.20 feet to the point of tangency of said curve; thence South 75°30'00" East to an intersection with the Northeasterly right-of-way line of Sawgrass Drive West, Parcel "A" as shown on the plat of Sawgrass Unit One as recorded in Map Book 12, pages 3 through 18 of the public records of said county a distance of 131.42 feet said point lying in a curve said curve being concave Southeasterly and having a radius of 325.00 feet; thence Southwesterly along said Northeasterly right-of-way line of Sawgrass Drive West and along the arc of said curve an arc distance of 30.60 feet said arc being subtended by a chord bearing of South 25°48'20" West and a chord distance of 30.59 feet; thence North 75°30'00" West a distance of 125.42 feet to the point of curve of a curve concave Southeasterly and having a

radius of 75.00 feet; thence Southwesterly along the arc of said curve an arc distance of 74.61 feet said arc being subtended by a chord bearing of South 76°00'00" West and a chord distance of 71.57 feet to the point of tangency of said curve; thence South 47°30'00" West a distance of 70.00 feet to the point of a curve of a curve concave Northwesterly and having a radius of 278.00 feet; thence Southwesterly along the arc of said curve an arc distance of 150.41 feet said arc being subtended by a chord bearing of South 63°00'00" West and a chord distance of 148.58 feet to the point of tangency of said curve; thence South 78°30'00" West a distance of 126.72 feet; thence North 07°09'50" West a distance of 23.77 feet; thence South 82°50'10" West a distance of 83.31 feet to aforesaid reference point "A" and the Point of Beginning (Golf Maintenance Access); and

13. A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly right-of-way line of Sawgrass Drive West (Parcel "A"), as shown on the plat of Sawgrass Unit One as recorded in Map Book 12, pages 3 through 18, of the public records of said County, with the Easterly right-of-way line of State Road A1A (a 200 foot right-of-way now established); thence Easterly along said Southerly right-of-way line, run the following four courses and distances: Course #1, North 82°50'10" East, 21.32 feet to the point of curvature of a curve to the left; Course #2, thence along and around the arc of a curve concave Northerly and having a radius of 450.00 feet, an arc distance of 196.35 feet, said arc being subtended by a chord bearing and distance of North 70°20'10" East, 194.80 feet to the point of tangency of said curve; Course #3, North 57°50'10" East, 40.00 feet to the point of curvature of a curve to the right; Course #4, thence along and around the arc of a curve concave Southerly and having a radius of 350.00 feet, an arc distance of 190.27 feet, said arc being subtended by a chord bearing and distance of North 73°24'34" East, 187.93 feet to the Point of Beginning; thence continue along and around the arc of said curve and said Southerly right-of-way line, an arc distance of 37.65 feet, said arc being subtended by a chord bearing and distance of South 87°56'07" East, 37.63 feet to a point on said curve; thence South 13°53'07" West, 53.28 feet; thence South 05°43'59" West, 470.05 feet; thence South 84°06'23" West, 30.63 feet; thence North 05°43'59" East, 526.56 feet to the Point of Beginning (Operations Building Access); and

14. Parcel F, Sawgrass Unit One, according to plat thereof recorded in Map Book 12, pages 3 through 18, of the public records of St. Johns County, Florida, less and except that portion of Parcel F which has been vacated pursuant to Resolution of the Board of County Commissioners of St. Johns County, Florida vacating a portion of the plat of Sawgrass Unit One recorded in O. R. Book 564, page 679, of the public records of St. Johns County, Florida (Fisherman's Cove Access); and



O.R. 833 PG 0670

15. The lands described as the Easement Parcel in that certain Warranty Deed in favor of Arvida Corporation, dated June 4, 1981, and recorded in O. R. Book 496, page 25, of the public records of St. Johns County, Florida (Lake Kathryn/Randy Brown Access).

A1277

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

89 OCT -2 PM 12:40

*Bill A. Muel*  
CLERK OF CIRCUIT COURT



BMC# 52215  
Satisfaction of Mortgage  
By a Corporation/Individual

1111041  
KNOW ALL MEN BY THESE PRESENTS: That Barnett Bank of The St. Johns, formerly,  
Barnett Bank of St. Augustine, National Association  
the owner and holder of a certain mortgage deed executed by Thomas H. Parrigin, Jr.  
a single man to Barnett Bank of The St. Johns  
dated the 1st day of July, 19 77, recorded in Book 340, page  
462, in the office of the Clerk of the Circuit Court of St. Johns County  
State of Florida, securing the note or notes described therein in the principal sum  
of Twenty Five Thousand and 00/100-----  
-----(\$25,000.00)-----Dollars,  
and certain promises and obligations set forth in said mortgage deed, upon the  
property situated in said State and County described as follows, to wit:

As described in said mortgage deed

hereby acknowledges full payment and satisfaction of said note or notes and mortgage  
deed, and surrenders the same as cancelled, and hereby directs the Clerk of the said  
Circuit Court to cancel the same of record.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed this  
14th day of February, 19 92.

Signed, sealed and delivered  
in the presence of:

Barnett Bank of The St. Johns

Madelyn Dearing  
Madelyn Dearing

Mandee McAloon-Graubard  
Mandee McAloon-Graubard

Sr. Vice President  
P. O. Box 1929  
St. Augustine, FL 32085

STATE Florida )  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 14th day of February,  
19 92, by Mandee McAloon-Graubard (if applicable), the Sr. Vice  
President of Barnett Bank of The St. Johns a State corporation, on  
behalf of the corporation. She is personally known to me.

Eleanor McDonald  
Notary Public State of Florida at Large  
My commission expires May 25, 1995  
ELEANOR McDONALD  
Notary Public, State of Florida  
Comm. expires May 25, 1995  
Comm. No. 61138905  
Bonded Underwriter Public Underwriters

This instrument was prepared  
by: Eleanor McDonald  
an employee of:  
Barnett Mortgage Company  
9000 Southside Boulevard  
Building 700  
Jacksonville, Florida 32256

Barnett Bank of The St. Johns  
P. O. Box 1929  
St. Augustine, FL 32085

Aut. Barnett Mfg Co  
P.O. Box 40843  
Jacksonville, FL 32203

RETURN TO:  
THIS INSTRUMENT IS FILED  
THOMAS M. JENKINS  
PAPPAS & MEICHL  
3301 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32208

Recorded in Public Records St. Johns County, FL  
Clerk # 92005105 O.R. 927 PG 1332 12:18 02-25-92  
Recording 21.00 Surcharge 3.00

5002113  
**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS  
AND EASEMENTS AND SUPPLEMENTARY RESTATED  
DECLARATION OF COVENANTS RE: ASSESSMENTS  
(Country Club)**

This First Amendment to Declaration of Restrictions and Easements and Supplementary Restated Declaration of Covenants Re: Assessments is made this 20th day of January, 1992, by and between ARVIDA/JMB PARTNERS, a Florida general partnership ("Arvida/JMB"), SAWGRASS COUNTRY CLUB, INC., a Florida corporation not-for-profit (the "Club") and SAWGRASS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association").

**RECITALS:**

A. Arvida/JMB has executed and recorded that certain Declaration of Restrictions and Easements and Supplementary Restated Declaration of Covenants Re: Assessments (Country Club) which is recorded in Official Records Book 779, at page 849 of the current public records of St. Johns County, Florida (the "Club Declaration").

B. Arvida/JMB, the Club, and the Association desire to amend the Club Declaration to provide for an additional easement for ingress and egress in favor of the Club as more particularly described hereafter.

C. Pursuant to Section 6.12, Section 7.3 and Section 7.4 thereof, the Club Declaration may be amended by an instrument executed by Arvida/JMB, the Club, and the Association.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, Arvida/JMB, the Club, and the Association hereby agree as follows:

1. Section 6.1 of the Club Declaration is hereby amended in its entirety to read as follows:

**VI. Easements Granted, Reserved, and Assigned.**

Section 6.1 Easement for Ingress and Egress.  
Arvida/JMB and the Association hereby grant to the Club, its successors and assigns, for the use, enjoyment and benefit of the Club as owner of the Club Property and its members, invitees and licensees, a perpetual non-exclusive easement and right of way for the purposes herein expressed, over and across those certain parcels of real property situated in St. Johns County, Florida more particularly described as parcels

7  
O.R. 927 PG 1333

A, B and D as shown in the plat of Sawgrass Unit One recorded in Map Book 12, pages 3 through 18, parcel B as shown on the plat of Northgate Unit I, recorded in Map Book 15, pages 16 through 21, Chimney Ridge Drive (renamed South Nine Drive) as shown on the plat recorded in Map Book 16, pages 23 and 24, parcel A as shown on the plat of Country Club Unit VIII recorded in Map Book 19, pages 31 through 34, the lands described as item 15 of Exhibit A to that certain Special Warranty Deed recorded in Official Records Book 833, at page 671, as corrected by that certain Certificate re: Correction to Special Warranty Deed recorded in Official Records Book 868, at page 1162, and the lands described on Exhibit A to that certain Grant of Non-Exclusive Easement for Ingress and Egress recorded in Official Records Book 764, at pages 1417 through 1419, all of the current public records of St. Johns County, Florida (the "Roadways"). The easement and right of way hereby granted shall be and exist for the purposes of providing to the Club, its members, invitees and licensees, a right of passage and access, on foot or by vehicle, between and the Club Property and Highway A-1-A and between the Club Property and Ponte Vedra Boulevard. For purposes of this Declaration, the term "vehicle" shall not include golf carts, access for which is specifically addressed by Section 6.2 hereof. The easement granted hereby shall not include the right to park upon the Roadways. The Association may adopt and change from time to time, reasonable rules and conditions to regulate the persons and vehicles which may traverse and make use of, the Roadways; provided, however, that the Association, and its successors and assigns, shall not have the power or authority to adopt or attempt to enforce any rule which would have the effect of terminating or unreasonably restricting the easement and right of way hereby granted as a way of passage or access to and from the Club Property. The Association, with the advice and consultation of the Club, shall establish security procedures which shall allow the Club and its members reasonable access to the Club Property at all hours of the night or day, while preserving the character of the Sawgrass Country Club Development, as such term is defined in Section 6.3 hereof, as a private, restricted-access community. In the event and to the extent that the Roadways shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 6.1 shall thereafter be of no further force and effect. The Association shall have the right at any time, with the consent of the Board of County Commissioners of St. Johns County,

O.R. 927 PG 1334

Florida, or the governing body of any municipality or other governmental body or agency having jurisdiction, and upon reasonable prior notice to the Club of any public hearing or application pertaining to the dedication of such Roadways, to dedicate to the public all or any part of the Roadways. In addition, the Association shall have the right to re-designate, relocate or close any other part of the Roadways without the consent or joinder of any other party, so long as such re-designation, relocation, or closure of the Roadways shall not reduce the aggregate size or width of any fairway, infringe upon any tee or green located within the Club Property or materially modify or require the material modification of, any golf course improvements located within the Club Property. In the event any proposed re-designation, relocation, or closure of the Roadways shall interfere with any existing road or driveway providing access to any portion of the Club Property, the Association shall, as a prerequisite to such re-designation, relocation, or closure, provide the Club with access reasonably equivalent to that provided by the existing road or driveway, and the Association shall pay all costs and expense incurred by the Club in connection with the construction of any extensions or modifications of the existing road or driveway necessary to achieve such reasonably equivalent access.

2. Except as specifically amended hereby, the Club Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, Arvida/JMB, the Club, and the Association, have duly executed this First Amendment as of the date and year first above-written.

Signed, sealed and  
delivered in the  
presence of:

ARVIDA/JMB PARTNERS, a  
Florida general partnership

By: Arvida/JMB Managers, Inc.,  
a Delaware corporation, a  
general partner

By: David L. Guy  
David L. Guy  
Vice President  
120 International Parkway  
Suite 220  
Heathrow, FL 32746

Lori A. Powers  
LORI A. POWERS  
(print or type name)  
Lori L. Schultz  
LORI L. SCHULTZ  
(print or type name)

[CORPORATE SEAL]

O.R. 927 PG 1335

SAWGRASS COUNTRY CLUB, INC.,  
a Florida corporation  
not-for-profit

By: Thomas W. Wilson  
Thomas W. Wilson  
Its: President  
10034 Golf Club Drive  
Ponte Vedra Beach, FL 32082

[CORPORATE SEAL]

SAWGRASS ASSOCIATION, INC.,  
a Florida corporation  
not-for-profit

By: Ginger Frailey  
Ginger Frailey  
Its: President  
Post Office Box 600  
Ponte Vedra Beach, FL 32004

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14th  
day of November, 1991, by David L. Guy, the Vice  
President of ARVIDA/JMB MANAGERS, INC., a Delaware corporation,  
a General Partner of ARVIDA/JMB PARTNERS, a Florida general  
partnership, on behalf of the partnership.

Lori A. Powers  
LORI A. POWERS  
(print or type name)  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 10, 1993

O.R. 927 PG 1336

STATE OF FLORIDA )  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of January, 1998, by Thomas McMillen,  
the President of SAWGRASS COUNTRY CLUB, INC., a  
Florida corporation not-for-profit, on behalf of the corporation.

Robert A. Andrews  
(print or type name)  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:  
Notary Public  
State of Florida at Large  
My Commission Expires:  
August 17, 1993

STATE OF FLORIDA )  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of November, 1991, by Ginger Frailey, President  
President of SAWGRASS ASSOCIATION, INC., a Florida corporation  
not-for-profit, on behalf of the corporation.

Dennis J. Mylrod  
(print or type name)  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Aug. 2, 1995  
Bonded Title Trust Insurance Inc.

A2173