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

Marcus L. Lusk  
D. A. Skinner

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.

*Margaret Linker*  
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 14 PM '73

*John F. D.*  
CLERK CIRCUIT COURT

DECLARATION OF ASSESSMENT COVENANTS

This instrument was prepared by:  
 L. PETER JOHNSON of  
 MILAM, MARTIN & ADE  
 Attorneys-at-Law  
 1100 Barnett Bank Building  
 Jacksonville, Florida 32202

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") described on Exhibit A attached hereto, does 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 portion of the Property 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 Property or any part thereof, 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 condominium parcel established by any Declaration of Condominium filed with respect to the Property or any part thereof (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. In the event no such Declaration of Condominium is filed, or prior to such filing, then the owner of the Property (other than Sawgrass) shall be subjected to the maintenance assessments, as hereinafter provided, for each equivalent dwelling unit constructed on the Property and such equivalent dwelling unit shall be included within the term "condominium parcel". Notwithstanding the foregoing, the owner of the Property (other than Sawgrass) his personal representatives, heirs, successors in title and assigns shall, commencing with the first day of the first month following the original conveyance of the Property by Sawgrass through and until the first day of the sixth month there-

L. Peter Johnson  
 Attorney at Law  
 1700 Barnett Bank Bldg  
 Jacksonville, Fla.  
 Record & Return to -  
 Instrument Prepared by -

after, pay to Sawgrass Association, Inc., a Florida corporation not for profit (the "Association") assessments equal to an amount that would be charged by the Association for 24 "unimproved lots" pursuant to paragraph 2 of Sawgrass Declaration of Covenants Re: Assessments recorded at Official Records Book 239, Page 229, public records of St. Johns County, Florida (the "Sawgrass Declaration") and thereafter, commencing with the first day of the seventh month following such original conveyance, assessments equal to an amount that would be so charged by the Association for 96 "unimproved lots" (such assessments are hereinafter referred to as the "interim assessments"). Notwithstanding the foregoing, commencing with the first day of the first month after a condominium parcel has been completed and is ready for occupancy, the amount of the assessment for such condominium parcel shall be in accordance with paragraph 2 hereof and the amount of the interim assessment due shall be reduced by one-half (1/2) of the amount of the assessments paid with respect to such completed condominium parcels. In addition, and notwithstanding anything herein to the contrary, if 96 condominium parcels have not been completed and ready for occupancy on or before the last day of February, 1976, then, and in that event, commencing with the first day of March, 1976, the owner of the Property shall pay to the Association assessments equal to the difference between the assessments that would have been paid had 96 condominium parcels been completed and ready for occupancy and the assessments actually received by the Association with respect to those condominium parcels which have been completed and ready for occupancy. Such annual maintenance assessment shall be assessed for and shall cover the fiscal year from March 1st to the last day of February of each year. Each condominium parcel owner shall pay to the Association at such place as shall be designated by the Association, in advance, the annual maintenance assessments assessed against 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 assess-

ment shall become delinquent if not paid by March 31st 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 prorated for any partial fiscal year and such prorated assessment shall be due on or before thirty (30) days after a statement for such prorated 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 condominium parcel located on the Property shall be uniform in dollar amount to such assessments charged by the Association to condominium parcels pursuant to the Sawgrass Declaration.

3. The Association shall fix and assess against the condominium parcels and the owners of said 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 of Sawgrass, Unit One, as recorded at Map Book 12, pages 3 through 18, public records of St. Johns County, Florida (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 real property owned by Sawgrass within the Sawgrass development located in St. Johns County, Florida

(all hereinafter referred to as 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 expense 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 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, 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 residential 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 such 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 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 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 condominium parcel against or with respect to which the same shall be assessed, and shall be secured by a lien upon said condominium parcel (or the Property, if no Declaration of Condominium is filed) and all improvements thereon. Said liens shall attach as of thirty (30) days after the date the first such assessment is due and payable and thereafter on March 1st 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. Notwithstanding the foregoing, in the event a mortgagee (or purchaser at foreclosure sale) acquires title to the Property, or any part thereof, or a condominium parcel, by foreclosure of a mortgage to which any such lien is subordinate and inferior, then and in that event, the attachment date of such lien shall be thirty (30) days following such acquisition of title for all assessments (or prorata portions thereof) coming due after such date of acquisition of title. 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 Property or any part thereof or any 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 and the year or years for which any such unpaid maintenance

assessments were assessed and fixed. In addition, the Association shall have the unrestricted right, but not the obligation, to subordinate, in whole or in part, its lien rights to the lien of any first mortgage encumbering the Property or any part thereof or any condominium parcel.

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 described in Exhibit A attached hereto 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.,

711 246 433

by the duly authorized officers of the general partner and the corporate seal of the general partner to be hereunto affixed as of the 28<sup>th</sup> day of December, 1973.

Witnesses:

SAWGRASS, LTD.  
By STOCKTON PROPERTIES, INC.,  
Its General Partner

[Signature]

By Robert R. Bowen  
Robert R. Bowen, Vice  
President

[Signature]

Attest Robert F. Bartlett  
Robert F. Bartlett,  
Secretary

STATE OF FLORIDA  
COUNTY OF Duval

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, ROBERT R. BOWEN and ROBERT F. BARTLETT, as Vice 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 28<sup>th</sup> day of December, 1973.

[Signature]  
Notary Public, State of Florida  
at Large.

My commission expires 12/31/74

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 Government Lots 6, 7 and 8 lying in Section 34, Township 3 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For point of reference, commence at the most Northerly corner of Tract "E", Sawgrass, Unit 1, as recorded in Map Book 12, page 13 of the public records of St. Johns County, Florida; said point being on the Southwesterly Right of Way line of Preston Trail East, Parcel "A" as shown on said map of Sawgrass Unit 1; said point also lying in a curve concave Southwesterly and having a radius of 225.0 feet and a central angle of  $31^{\circ} 43' 17''$ ; thence along and with the arc of said curve and along said Southwesterly Right of Way line an arc distance of 124.57 feet, said arc being subtended by a chord bearing of South  $35^{\circ} 45' 27''$  East and a chord distance of 122.98 feet to the P. C. of said curve; thence on a non-tangent bearing of North  $70^{\circ} 06' 12''$  East, a distance of 50.0 feet to a point in the Northeasterly Right of Way line of said Preston Trail East; said point being the P. C. of a curve to the left, said curve being concave Southwesterly and having a radius of 275.0 feet and a central angle of  $78^{\circ} 22' 45''$ ; thence Northwesterly along and with the arc of said curve and along the Northeasterly Right of Way line of said Preston Trail East, an arc distance of 94.99 feet; said arc being subtended by a chord bearing of North  $29^{\circ} 47' 26''$  West and a chord distance of 94.52 feet to the point of beginning.

From the point of beginning thus described, continue along and with the arc of said curve and along said Northeasterly Right of Way line an arc distance of 212.07 feet, said arc being subtended by a chord bearing of North  $61^{\circ} 46' 54''$  West and a chord distance of 206.85 feet to a point; thence departing from said curve and said Right of Way line, run North  $49^{\circ} 14' 07''$  East, a distance of 613.08 feet; run thence North  $10^{\circ} 49' 30''$  East, a distance of 394.01 feet; run thence North  $18^{\circ} 38' 30''$  East, a distance of 437.98 feet; run thence South  $76^{\circ} 41' 41''$  East, a distance of 304.16 feet; run thence South  $5^{\circ} 39' 49''$  East, a distance of 243.19 feet; run thence South  $14^{\circ} 18' 40''$  East, a distance of 202.19 feet; run thence South  $59^{\circ} 29' 32''$  West, a distance of 629.42 feet; run thence South  $45^{\circ} 49' 49''$  West, a distance of 48.30 feet; run thence South  $3^{\circ} 26' 01''$  East, a distance of 50.09 feet; run thence South  $48^{\circ} 28' 06''$  East, a distance of 46.75 feet; run thence North  $88^{\circ} 21' 48''$  East, a distance of 35.01 feet; run thence North  $74^{\circ} 15' 04''$  East, a distance of 641.07 feet; run thence South  $3^{\circ} 03' 59''$  East, a distance of 280.40 feet; run thence North  $85^{\circ} 21' 40''$  West, a distance of 531.72 feet; run thence South  $65^{\circ} 03' 43''$  West, a distance of 61.74 feet; run thence South  $45^{\circ} 00' 00''$  West, a distance of 82.02 feet; run thence South  $14^{\circ} 38' 51''$  West, a distance of 90.95 feet; run thence South  $69^{\circ} 16' 27''$  West, a distance of 349.41 feet to the point of beginning.

EXHIBIT A

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

JAN 17 4 37 PM '74

*Oliver L. Smith*  
CLERK (RECEIVED) (STAMP)

78 16203

OFF REC 396 PAGE 706

RESTATED SAWGRASS DECLARATION  
OF COVENANTS RE: ASSESSMENTS

This Restated Declaration made this 26<sup>th</sup> day of September, 1978, by Arvida Corporation, and Sawgrass Properties, Inc., and Arvida Resort Communities, Inc., hereinafter called Developer.

## WITNESSETH

WHEREAS, Arvida Resort Communities, Inc. is the owner of real property described in Exhibit "A" to this Declaration, and desires to provide for the preservation and enhancement of the property values, and for the maintenance of the properties and improvements comprising the Sawgrass General Plan of Development and desires to subject the real property described in Exhibit "A", together with such additions as may hereafter be made thereto, (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Sawgrass Association, Inc., a Florida non-profit corporation has been incorporated for the purpose of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and;

WHEREAS, certain portions of the real property located within the Sawgrass General Plan of Development, as defined below, have been made subject to Sawgrass Declaration of Covenants re Assessments as recorded in Official Records Book 239, page 229 and Official Records Book 246, page 424, Current public records of St. Johns County, Florida, ("Sawgrass Declaration of Covenants re: Assessments") which differs in some respects from those as stated herein and it is contemplated by the Developer that this Restated Declaration of Covenants and Restrictions re: Assessments shall be amended in accordance with Article II to specifically incorporate such property at a future date.

NOT RECORDED WAS PREPARED BY:  
AL LYNN PAPIAS, Attorney  
90 PENNITT BANK BUILDING  
JACKSONVILLE, FLORIDA 32202

NOW THEREFORE, the Developer declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as hereinafter set forth.

#### ARTICLE I

##### DEFINITIONS

1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as may from time to time be amended.

2. "Association" shall mean and refer to Sawgrass Association, Inc., its successors and assigns.

3. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation and Sawgrass Properties, Inc., a Florida corporation, and Arvida Resort Communities, Inc., their successor, designees or assigns.

4. "Sawgrass General Plan of Development" shall mean the general scheme of development and general land use plan established by Developer for Sawgrass as it may be amended by the Developer from time to time. Nothing contained herein shall require nor obligate the Developer to develop any such property or to develop any property in accordance with the Sawgrass General Plan of Development as it may exist from time to time, nor prohibit the Developer from substantially amending such plan adding additional property removing property from inclusion within such plan, or terminating such plan.

5. "The Property" shall mean and refer to all real property which is subject to this Declaration, together with such other real property as may from time to time have been annexed thereto pursuant to the provisions of Article II hereof.

6. "Members" shall mean those Resident Members and Charter Members of the Association as described and defined in Section 2 of Article III hereof.

7. "Common Property" shall mean and shall refer only to those tracts of land located within the Sawgrass General Plan of Development, as it may be amended by Developer which are specifically designated as Common Property by the Developer in accordance with the Sawgrass General Plan of Development to be devoted and intended for the common use and enjoyment of the owners, their families, guests of owners and persons occupying Residential Dwelling Units on a guest or tenant basis.

8. "Commercial Property" shall mean and refer to those tracts of land with any improvements thereon located within the Sawgrass General Plan of Development to be operated as a part of the Sawgrass Golf Club or any other membership recreational facility or designed to accommodate public, commercial or business enterprises, serving residents and guests of the Sawgrass community and/or the public which are specifically designated as Commercial Property by Developer in accordance with the Sawgrass General Plan of Development.

9. "Residential Acreage" shall mean any improved or unimproved parcel of land located within the Sawgrass General Plan of Development which has been or is to be developed for residential purposes including single family detached dwellings, patio houses, condominium units, townhouse units, cooperative apartment units, or apartment units which is as specifically designated as Residential Acreage by Developer in accordance with the Sawgrass General Plan of Development and which is owned by Charter Members of Sawgrass Association, Inc., as defined in Article III, Section 2 hereof.

10. "Residential Dwelling Unit" shall mean and refer to any improved Property and improved property subject to the Restated Sawgrass Declaration of Covenants re: Assessments, intended for use or used as a single family dwelling, including any single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit, or apartment

unit which has been conveyed to a Resident Member of Sawgrass Association, Inc. as defined in Article III, Section 2 hereof.

11. "Residential Unimproved Lot" shall mean and refer to any unimproved parcel of land located within the Property or within property subject to Sawgrass Declaration of Covenants re: Assessments which has been platted into lots intended for use as sites for a single family detached dwelling, townhouse, or patio dwelling shown upon any recorded subdivision map and which has been conveyed to a Resident Member of Sawgrass Association, Inc. as defined in the Article III, Section 2 hereof. A parcel of land shall be deemed to be an Residential Unimproved Lot until the improvements being constructed thereon are sufficiently completed for occupancy to be defined as a Residential Dwelling Unit.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

#### AND ADDITIONS THERETO

##### Section 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Johns County, Florida, and is more particularly described on Exhibit A, attached hereto.

##### Section 2. Additions to Existing Property.

Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns shall have the absolute and unconditional right to subject to this Declaration or similar covenants and restrictions, additional properties in future stages of development which are a portion of those lands included in the Sawgrass General Plan of Development, as amended from time to time, including but not limited to,

those lands currently subject to the Sawgrass Declaration of Covenants re: Assessments. Nothing herein shall mean Developer must develop the property according to the Sawgrass General Plan of Development. In the event such additional lands are added 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 property then subject to this Declaration and any additional subdivisions or property subject to any other similar declaration. Such maintenance assessments may be collected, commingled and expended by the Association without regard as to what portion of the Property subject to this Declaration or property subject to any other similar declaration, they were collected from. 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 Section 5 of Article IV hereof, and the judgment of the Association and the expenditure of said funds shall be final. The Board of Directors of 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.

(b) Additions by the Association. Lands other than those described in subsection (a) above may be annexed to the existing property subject to this Declaration upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the members of the Association, who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(c) The additions authorized under subsections (a) and (b) shall be made by the filing of record of one or more supplementary declarations of covenants re: assessments with respect to the additional property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members.

All members of the Association as described in Section 2 hereof shall be governed and controlled by the Articles of Incorporation and the Bylaws thereof.

Section 2. Membership and Voting Rights.

The Association shall have two classes of membership as follows:

(a) Charter Members - The Charter Members shall be Arvida Corporation, a Delaware corporation, and Sawgrass Properties, Inc., a Florida corporation and Arvida Resort Communities, Inc. or their designees, successors or assignees as Developer of property comprising the Sawgrass General Plan of Development.

(b) Resident Members - Resident Members shall be persons firms or corporations other than Charter Members who are owners of residential property including but limited to property intended for use or used as a single family detached dwelling, patio house, condominium unit, cooperative apartment unit or apartment unit, whether improved or unimproved located within the Property and property subject to the Sawgrass Declaration of Covenants re: Assessments and shall automatically become Resident Members upon purchase of such residential property. Membership of a Resident Member shall automatically terminate at such time as such Resident Member ceases to own a Residential Dwelling Unit or Residential Unimproved Lot.

(c) Resident Members shall be entitled to one vote for each Residential Dwelling Unit owned or Residential Unimproved Lot owned. Where two or more persons are the joint owners of such Residential Dwelling Unit or Residential Unimproved Lots one and only one of such persons, who shall be designated by all of such joint owners, shall become such Resident Member entitled to vote. Where a corporation owns such Residential Dwelling Unit or Residential Unimproved Lot, one

representative of such corporation shall be designated to be the Resident Member entitled to vote.

(d) Notwithstanding anything contained herein to the contrary, it is intended that only those Resident Members owning the Property subject to this Restated Declaration of Covenants re Assessments shall be Resident Members of the Association entitled to vote. Other Resident Members, subject to the Sawgrass Declaration of Covenants re Assessments, shall be entitled to Resident Membership in the Association but shall not be entitled to vote. At such time as one hundred (100%) percent of such Resident Members who are owners of Residential Dwelling Units within an established condominium regime or are owners of Residential Unimproved Lots, in any established subdivision, subject to the Sawgrass Declaration of Covenants re Assessments, consent in writing to become subject to this Restated Declaration of Covenants re Assessments by filing a supplementary declaration as provided in Article II hereof, such Resident Members in such respective condominium regime or subdivision shall be entitled to be voting Resident Members of the Association.

(e) Charter Members shall have a number of votes in the Association equal to the number of Resident Member votes plus 1 vote.

(f) At such time as the Charter Members shall own less than two (2) acres of Residential Acreage, improved or unimproved, the Charter Members shall retain one vote as an incidence to ownership of such property, and thereafter shall be entitled to retain one vote so long as they own any property within property comprising the Sawgrass General Plan of Development, including Commercial Property. In addition, at such time Charter Members shall be entitled to retain one vote for each dwelling unit or unimproved lot owned by Charter Members located within the Property.

(g) The Charter Members shall have the right to appoint a majority of the Board of Directors of the Association until such time as the Charter Members own less than two (2) acres of Residential Acreage, improved or unimproved, and thereafter, so long as the Charter Members own any property within the property comprising the Sawgrass General Plan of Development, including Commercial Property, they shall be entitled to appoint one (1) director.

(h) The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Sawgrass Declaration of Covenants re: Assessments and Restated Sawgrass Declaration of Covenants re: Assessments and as supplemented by the provisions of the Bylaws of the Association relating thereto.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants and each Resident Member as owner of any Property by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

- (a) Annual general assessments or charges, and
- (b) Special assessments for capital improvement and/or emergency repair.

Such annual maintenance assessments 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. Each Member shall pay to the Association, at such place as shall be designated by the Association, in advance, the annual assessment amount assessed against the Members as fixed by the Board of Directors of the Association and as described in Section 3 hereof. 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 8% per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by the Board of Directors of the Association in accordance with Section 3 hereof to meet the expenses and other charges for which the same are assessed as provided hereinafter. 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 10th day of each month and shall become delinquent if not paid by such time and shall bear interest at the rate of 8% per annum thereafter until paid.

Section 2. Lien for Assessments.

Each annual maintenance assessment and interest thereon as provided in Section 1 hereof, shall constitute a debt from the Members owning property against or with respect to which the same shall be assessed, and shall be secured by a lien upon any Property owned by Resident Members and all improvements thereon. Said lien shall attach to the lot and/or condominium parcel and the improvements located thereon upon delivery of a deed to such Property from the Developer to a Resident Member 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 such 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 attorney's 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 Property owned by any Resident Member. Upon request, the Association shall furnish any owner or mortgagee a certificate showing the in the year or years for which any such unpaid maintenance assessments were assessed and fixed.

Section 3. Basis for assessment.

(a) The following categories of land located within the Sawgrass General Plan of Development shall pay an annual assessment amount which shall be established by the Board of Directors in accordance with the following schedule:

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(i) Residential Acreage	\$10.00/acre	\$175.00/acre
(ii) Commercial Property		
(1) Commercial Improvements	\$10/sq. ft of enclosed heated & air conditioned space	\$.25/sq. ft. enclosed heated & air conditioned space
(2) Outdoor Recreational Facilities (golf course, tennis courts)	1% of revenue from hourly, daily or weekly greens and court fees (specifically excluding any annual members or initiation fees) from prior fiscal year	2% of revenues from hourly, daily or weekly greens and court fees (specifically excluding any annual members dues or initiation fees) from prior fiscal year

(b) Notwithstanding anything herein contained to the contrary, the annual assessment amount established for Commercial Property and Residential Acreage shall cease at the time the Charter Members no longer have the right to appoint a majority of the Board of Directors of the Association and thereafter owners of Commercial Property and Residential Acreage shall cease to pay any annual assessment amount or annual general assessments or special assessments any portion of the annual budget for and on account of such Commercial Property and Residential Acreage.

(c) From and after January 1, 1979, the maximum and minimum annual assessments may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) percent per year or the percentage increase between the first month and the last month of an annual assessment period in the consumer price index, U.S. City Average, all items (1967 = 100) hereinafter ("C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled the "Consumer Price Index", U.S. City Average and selected areas", whichever of these two percentage figures is larger, unless three fourths (3/4) of the Member votes cast in a duly called meeting of the Association vote against such an increase or vote to decrease the maximum and minimum assessment. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(d) Residential Dwelling Units and Residential Unimproved Lots located within the Property shall be assessed a proportion of the annual budget of the Association, as described in Article V, Section 8 hereof, reduced by the annual Residential Acreage and Commercial Property annual assessment amount, if any. The annual budget as reduced shall be defined as the Dwelling and Lot Share and the proportionate annual assessment amount to be paid by Residential Dwelling Units and Residential Unimproved Lots located within the Property shall be calculated in accordance with the following formula.

<p>Dwelling and Lot Share  <math display="block">\frac{(2 \times \text{total number of Residential Dwelling Units}) + (\text{total number of Unimproved Lots})}{\text{Residential Unimproved Lot Share}}</math></p>	<p>=  Residential Unimproved Lot Share</p>
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(i) Residential Unimproved Lots located within the Property shall pay an annual assessment amount equal to one (1) x the Residential Unimproved Lot Share.

(ii) Residential Dwelling Units located within the Property shall pay an annual assessment equal to two (2) x the Residential Unimproved Lot Share.

(iii) For purposes of calculating annual assessment amounts Residential Dwelling Units and Residential Unimproved Lots subject to the Sawgrass Declaration of Covenants re: Assessments shall be included within the formula described above, however, Developer does not guaranty or insure that Residential Dwelling Units and Residential Unimproved Lots subject to the Sawgrass Declaration of Covenants re: Assessments shall pay the same annual assessment amount as Residential Dwelling Units and Residential Unimproved Lots located within the Property.

(e) Any accrued assessment income at the end of the fiscal year shall be applied to reduce the annual assessments for the next fiscal year, as follows:

(i) One third (1/3) of any such accrued assessment income shall be applied to reduce the annual assessment amount for Residential Acreage and Commercial Property.

(ii) Two thirds (2/3) of any such accrued assessment income shall be applied to reduce the annual assessment amount for Residential Dwelling Units and Residential Unimproved Lots. However, the Board of Directors may, at their discretion, apply all or any part of these funds towards the establishment or maintenance of a reserve fund for repairs, replacements or capital improvements.

(f) Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate its non-profit character.

#### Section 4. Method of assessment.

(a) By a vote of a majority of the Board of Directors of the Association, the Board shall fix the annual assessment

in accordance with the formula described above and in accordance with the minimum and maximum assessment amount as stated above. For purposes of computing the annual assessment amounts for the next fiscal year in accordance with the formula as described above, the Board shall use the amounts of Residential Acreage, Commercial Property, Residential Dwelling Units and Residential Unimproved Lots in existence as of February 28, prior to the commencement of each fiscal year.

(b) The Board shall have total discretion as to the use of the minimum or maximum level of assessment for Residential Acreage and Commercial Property. The assessment of either of the above at the maximum level shall not prohibit the assessment of the other at the minimum level and the use of the minimum or maximum assessment level for Residential Acreage or Commercial Property for any year shall in no way bind the Board as to the level of assessment to be applied in any future years.

(c) Notwithstanding anything contained herein to the contrary, upon conversion of any Residential Acreage to a Residential Dwelling Unit or Residential Unimproved Lot or conversion of a Residential Unimproved Lot to a Residential Dwelling Unit, the Property so converted shall commence payment of the annual assessment amount for such new category on the date of such conversion, which shall be prorated for any partial payment period.

#### Section 5. Purpose of Assessment.

The Board of Directors shall fix and assess against

- (i) owners of Commercial Property and Residential Acreage,
- (ii) owners of Residential Dwelling Units and Residential Unimproved Lots located within the Property and property subject to the Sawgrass Declaration of Covenants re: Assessments, an amount as shall be sufficient, in the judgment of the Board of Directors to enable the Association:

(a) To pay all ad valorem taxes assessed against any roadways shown on the Map of Sawgrass recorded in Map Book 12, pages 3-18, current public records of St. Johns County, Florida, (designated as Parcels A, B, C, D and F) and ad valorem taxes on any and all other similar roadways hereafter constructed within the Sawgrass General Plan of Development, serving but excluding any roadways the ad valorem taxes on which are to be paid by a condominium association ("Roadways").

(b) To pay all ad valorem taxes assessed against any properties, real or personal, or any other interest therein, owned 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 any 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 serving the Property and property subject to the Sawgrass Declaration of Covenants re: Assessments including salaries of security men, maintenance of security gate house 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 Property and property subject to the Sawgrass Declaration of Covenants re: Assessments;

(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 Property and property subject to the Sawgrass Declaration of Covenant re: Assessments (but excluding any Commercial Property) whether owned by the Developer or its successors, assigns, nominees or designees;

(h) To pay for all expenses incurred in connection with providing fire protection for residents of the Property including property subject to the Sawgrass Declaration of Covenants re: Assessments;

(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 Residential Dwelling Unit or Residential Unimproved Lot shall contract with or accept service from any cable or master antenna television company except the Developer or a company designated by the Developer 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, payroll and general office operating expenses, and doing any and all other things necessary or desirable in the judgment of the Association to keep any Common Property serving the Property and serving property subject to the Sawgrass Declaration of Covenants re: Assessments neat and attractive or to preserve or enhance its value or to eliminate fire, health or safety hazards, of which in the judgment of the Association may be of general benefit to the residents

of the Property and property subject to the Sawgrass Declaration of Covenants re: Assessments;

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

Section 6. Special Assessment for Capital Improvements and Emergency Repair.

In addition to the annual assessments authorized, the Association may levy in any assessment year, a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Property including fixtures and personal property related thereto or any Roadways, providing that any such assessment shall have the assent of the Charter Members and of two-thirds (2/3) of the votes of the Resident Members who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 7. Exempt Property.

The following property shall be exempted from the assessments, charge or lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Property; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. (4) all Commercial Property and Residential Acreage in accordance with the terms of Article IV, Section 3 hereof (5) any property which is not Residential Acreage, Commercial Property, Residential Dwelling Units or Residential Unimproved Lots, as defined in Article I hereof.

Section 8. Annual Budget.

By a two-thirds (2/3) vote of the directors, the Board shall adopt an annual budget for the fiscal year, in accor-

dance with the Articles and By-Laws of the Association, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

#### ARTICLE V

##### CONVEYANCE OF COMMON PROPERTY

At such time as the Charter Members shall no longer be entitled to elect a majority of the Board of Directors of the Association the Charter Members shall cause the Common Property to be conveyed by Warranty Deed to the Association and the Association shall accept such conveyance.

#### ARTICLE VI

##### DELEGATION OF DUTIES

Section 1. The Board of Directors of the Association shall provide, or shall have the right to designate such party as the Board of Directors of the Association shall select as the manager to provide the services for which assessments are made hereunder as set forth in Article IV hereof. The party providing said services shall be entitled to a reasonable management fee for the provisions of such services.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the public records of St. Johns County, Florida after which time they shall be automatically extended for successive periods of ten (10) years. Notwithstanding anything in this Declaration to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, incumbrance, lien or cloud upon the title, of any portion of the property included in the Sawgrass General Plan of Development until such time as this Declaration is amended to include such additional property by recording of

11 836 24723  
a supplementary declaration as to such property in the public records of St. Johns County, Florida, or until such time as new covenants are imposed upon such additional portions of the property in the Sawgrass General Plan of Development by recording of such covenants in the public records of St. Johns County, Florida.

Section 2. Amendment.

This Declaration may be amended at any time by an instrument signed by the Charter Members and by not less than fifty (50) percent of the votes of the Resident Members owning portions of the Property. Any amendment must be recorded in the public records of St. Johns County, Florida. The Developer specifically reserves the absolute and unconditional right to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 3. Enforcement.

The Association, any Member of the Association or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any one of these covenants, restrictions, or provisions of this Declaration by judgment or court order shall in no way affect or modify any of the other provisions which shall remain in full force and effect in accordance with the terms hereof.

Section 5. Limitations.

As long as there are Charter Members, the Association may not use its resources or take a public position in opposition to the Sawgrass General Plan of Development as amended from time to time or to changes thereto proposed by the Developer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 26<sup>th</sup> day of September, 1978.

ARVIDA CORPORATION

[Signature]  
1001 W. Highway

By [Signature]  
Attest [Signature]



SAWGRASS PROPERTIES, INC.

[Signature]  
1001 W. Highway

By [Signature]  
Attest [Signature]



ARVIDA RESORT COMMUNITIES, INC.

[Signature]  
1001 W. Highway

By [Signature]  
Attest [Signature]



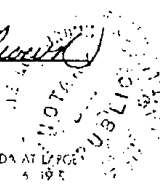
STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Sept. by [Signature], Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 4, 1980  
BONDED UNDER OATH OF OFFICE



STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 26th day of Sept. by James W. Temple, Vice President of Sawgrass Properties, Inc., a Florida corporation, on behalf of the corporation.

Sallie Lou Brown  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON 7-12-82  
BONDED TO THE STATE OF FLORIDA

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 26th day of Sept. by Peter S. Rumsfeld, Vice President of Arvida Resort Communities, Inc., a Florida corporation, on behalf of the corporation.

Sallie Lou Brown  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES ON 7-12-82  
BONDED TO THE STATE OF FLORIDA

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 26th day of September, 1978, by William A. Dwyer, Assistant Secretary of Arvida Corporation, a Florida corporation, on behalf of the corporation.

Paula C. Lohr  
Notary Public. My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires on 7-12-82  
BONDED TO THE STATE OF FLORIDA

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 26th day of September, 1978, by William A. Dwyer, Assistant Secretary of Sawgrass Properties, Inc., a Florida corporation, on behalf of the corporation.

Paula C. Lohr  
Notary Public. My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires on 7-12-82  
BONDED TO THE STATE OF FLORIDA

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 26th day of September, 1978, by William A. Dwyer, Assistant Secretary of Arvida Resort Communities, Inc., a Florida corporation, on behalf of the corporation.

Paula C. Lohr  
Notary Public. My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires on 7-12-82  
BONDED TO THE STATE OF FLORIDA

EXHIBIT "A"  
TO  
RESTATED SAWGRASS DECLARATION  
OF COVENANTS RE ASSESSMENTS

A part of Section 34, Township 3 South, Range 29 East, and a part of Section 3, Township 4 South, Range 29 East, all in St. Johns County, Florida, more particularly described as follows:

Commence at the most Southeasterly corner of Parcel E-E, Sawgrass, Unit One, Map Book 12, Pages 3 through 18, said most Southeasterly corner lying in the Westerly right-of-way line of Preston Trail, said Westerly right-of-way line being in a curve concave Easterly having a radius of 405 feet; thence Northerly along and around said curve an arc distance of 165 feet to the Point of Tangency of said curve; thence continue along said Westerly right-of-way line, North 00°00'00" East, 36.63 feet; thence North 90°00'00" East, 50 feet to the Easterly right-of-way line of Preston Trail and the Point of Curve of a curve concave Westerly having a radius of 525 feet (said curve having a tangent bearing of North 00°00'00" East) for the Point of Beginning; thence Northerly along and around said curve an arc distance of 467.49 feet to the Point of Tangency of said curve; thence continue along the Easterly right-of-way line of said Preston Trail, North 51°01'09" West, 54.18 feet to the Point of Curve of a curve to the right, said curve having a radius of 425 feet; thence along and around said curve an arc distance of 230.86 feet to the Point of Tangency of said curve; thence continue along said Easterly right-of-way line, North 19°53'48" West, 67.55 feet to the Point of Curve of a curve to the left, said curve having a radius of 275 feet; thence along and around said curve an arc distance of 95 feet; thence North 69°16'27" East, 349.61 feet; thence South 24°16'26" East, 134.06 feet; thence North 89°30'52" East, 118.00 feet; thence North 59°38'05" East, 132.37 feet; thence North 83°50'09" East, 289.45 feet; thence South 09°04'37" West, 171.14 feet; thence South 47°47'22" West, 305.12 feet; thence South 11°48'36" West, 112.38 feet; thence South 08°33'39" East, 276.19 feet; thence South 85°45'49" West, 243.67 feet to the Point of Beginning, containing 9.19 acres more or less.

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

1978 DEC 14 AM 10:27

*Philip Land*  
CLERK CIRCUIT COURT

80 13148

## NOTICE OF AMENDMENT

OFF REC 468 PAGE 428

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

*John B. Hammell*  
John B. Hammell  
Vice President

(SEAL)

SAWGRASS PROPERTIES, INC.

*John B. Hammell*  
John B. Hammell  
President

*Thomas L. Davis*  
Thomas L. Davis  
Secretary

(SEAL)

ARVIDA RESORT COMMUNITIES, INC.

*John B. Hammell*  
John B. Hammell  
Vice President

*Thomas L. Davis*  
Thomas L. Davis  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

468 429

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

[CONFORMED COPY]

REC 468 PAGE 430

FIRST AMENDMENT TO RESTATED SAWGRASS  
DECLARATION OF COVENANTS RE ASSESSMENTS

THIS Amendment to Restated Declaration of Covenants, by and between 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").

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, page 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 Executing Resident Members, hereby amend the provisions of the Restated Declaration as follows:

1. Article III, Section 2, Subsection (d), lines 9 through 17, are being amended to read as follows:

"... as a majority of 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 re Assessments, shall become voting Resident Members of the Association, then the voting Resident Membership of the Association shall be expanded to include the additional Resident Members which shall be determined by a majority of the Association as set forth in the Restated Declaration and recorded in the public records of St. Johns County, Florida.

This Amendment to the Restated Declaration shall be effective upon the filing of the first document written.

This Amendment and the original are hereby annexed to the Restated Declaration, which shall be executed in duplicate, and the name of the parties to this Amendment shall be written on the first page of the Restated Declaration.

The parties to this Amendment and their heirs, assigns, and assigns of the parties to this Amendment.

EXHIBIT 1 - FIRST AMENDMENT

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

SAWGRASS PROPERTIES, INC.

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

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

(SEAL)

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 29th 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 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.

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

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

468 PAGE 432

The foregoing instrument was acknowledged before me this 29th day of September, 1980, by Peter S. Rummell and Louis 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 TESTATED 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 Wilcox

/s/Ann Sembach  
/s/Phyllis Griffin

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

/s/Cindy Holt  
/s/Ann Sembach

/s/ Bryant A. Gross

/s/Ann Sembach  
/s/Phyllis Griffin

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

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ W. L. 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/ Claude 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. Edgerling

/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. Komjany  
/s/ Barbara Komjany

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Irving S. Ginsky  
/s/ Susan Jane Ginsky

/s/Ann Sembach  
/s/Phyllis Griffin

/s/ Edwin Elsing  
/s/ Marie Elsing

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

/s/ Fred A. Bell  
/s/ Kate Z. Bell

/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. Burne

/s/ John W. Beagon  
/s/ Barbara S. Beamon

/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. Eves  
/s/ Katherine R. Eves

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

/s/ John Badenhop  
/s/ Katherine R. Eves

/s/ Berice H. Eves  
/s/ Katherine R. Eves

/s/ Jeff A. Lutz  
/s/ W. McDonald

/s/ Margie T. McDonald

/s/ Gordon G. Mascolo  
/s/ Theodore Matter

/s/ Paul Matter

/s/ Sheila K. Birt  
/s/ Paul J. Birt

/s/ John T. Birt

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

/s/ Dora R. Dillon  
/s/ J. M. Dillon

/s/ Jane Kilanowski  
/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. Farnell  
/s/ Catherine Nischers

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

/s/ Mildred McQueen  
/s/ Ann Sembach

/s/ Albert E. Stein

/s/ Charles J. Duda  
/s/ Marion DelMericco

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

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

/s/ Earl B. 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. Bruce Douglas  
/s/ Nancy Douglas

/s/ Phyllis Griffin  
/s/ Ann Sembach

/s/ Ruth K. Ferriss

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

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

/s/ Ann Sembach  
/s/ Phyllis Griffin

/s/ Gary W. Covington  
/s/ David W. Covington

/s/ John H. Mills  
/s/ Nancy Lewis Mills

/s/ John H. Mills

/s/ Sherry Ingram  
/s/ Gloria Thompson

/s/ Sherry Ingram

/s/Frances Futrell  
/s/Charlotte Banks

/s/ H. L. Evans

/s/Anita 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 McDunough (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 Parroquet

/s/ Lura D. Penticoff

/s/Helen Showers  
/s/Joyce Thompson

/s/ William T. Adam

/s/Donald M. Lemell  
/s/Linda L. Caldwell

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

/s/Bett. Babbs  
/s/Woodrow W. Wilkinson Sr.

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

/s/Ethan M. Wiley  
/s/Kay M. H. Philp

/s/ Jay J. Delay  
/s/ Ruthe M. Delay

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

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

/s/Edy J. Bantz  
/s/Margaret C. Bantz

/s/ Paul T. Bantz  
/s/ Margaret C. Bantz

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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 426, 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  
PATRICK R. BELCHER  
1911 TRINITY SQUARE  
JACKSONVILLE, FLORIDA 32202

-2-

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.

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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

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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 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, 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

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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

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

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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,

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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.

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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

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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

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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.

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**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*  
W. Thomas Hale,  
Vice President

[CORPORATE SEAL]

*Robert C. Edwards*  
Robert C. Edwards

O.R. 779 PG 0865

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STATE OF FLORIDA )  
                  ) DuVAL ) ss  
COUNTY OF SS - JOHNS)

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. Demark  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Aug. 15, 1989  
Bonds by 5010, Notary Public, State of Florida

A376  
#6/TMJ/3-24-88

## COUNTRY CLUB GOLF COURSE DESCRIPTION

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## 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°50'06" West, a distance of 51.02 feet; thence South 07°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°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°50'10" East, a distance of 55.00 feet; thence South 53°45'16" East, a distance of 208.46 feet; thence South 18°06'56" East, a distance of 516.24 feet; thence South 32°20'34" East, a distance of 264.85 feet; thence South 26°36'05" East, a distance of 190.28 feet; 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, 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°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°26'06" West, a distance of 115.10 feet; thence North 15°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°45'34" West, a distance of 66.41 feet; thence North 52°12'00" West, a distance of 383.97 feet; thence North 13°19'07" West, a distance of 190.29 feet; thence North 20°56'21" East, a distance of 109.78 feet; thence North 08°01'18" West, a distance of 192.73 feet; thence North 33°06'09" West, a distance of 63.38 feet; thence North 72°08'43" West, a distance of 158.13 feet; thence North 16°54'43" West, a distance of 88.00 feet; thence North 18°59'51" East, a distance of 598.26 feet; thence North 04°46'38" East, a distance of 150.00 feet; thence North 05°10'48" East, a distance of 675.23 feet; thence North

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

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

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°49'31" 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

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last two courses described being coincident with the Northwestern 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 Northwestern 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.

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

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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

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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

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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 &amp; 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°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°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°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°50'10" East, a distance of 158.80 feet; thence North 37°59'10" East, a distance of 283.80 feet; thence North 07°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°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°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°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°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°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°57'36" 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

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 "E" 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 100.00 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 "I"

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

## 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 3/26/88

## 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

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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°59'34" 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, PAGE 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  $83^{\circ}30'30''$  EAST, A DISTANCE OF 1947.30 FEET TO THE SOUTHWEST CORNER OF SECTION 44, TOWNSHIP 3 SOUTH, RANGE 29 EAST; THENCE RUN NORTH  $84^{\circ}13'31''$  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  $05^{\circ}04'37''$  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  $76^{\circ}13'23''$  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  $13^{\circ}47'37''$  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  $12^{\circ}25'19''$  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  $77^{\circ}34'41''$  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  $05^{\circ}59'08''$  EAST, 80.07 FEET; COURSE 2, SOUTH  $36^{\circ}44'17''$  EAST, 330.89 FEET; COURSE 3, SOUTH  $31^{\circ}28'46''$  EAST, 157.33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 203; COURSE 4, SOUTH  $12^{\circ}25'19''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1069.41 FEET; COURSE 5, SOUTH  $12^{\circ}28'49''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 259.45 FEET; COURSE 6, SOUTH  $53^{\circ}58'16''$  WEST, 90.45 FEET; COURSE 7, SOUTH  $15^{\circ}23'13''$  EAST, 105.28 FEET; COURSE 8, SOUTH  $27^{\circ}31'38''$  WEST, 318.45 FEET; COURSE 9, SOUTH  $31^{\circ}53'51''$  EAST, 195.66 FEET; COURSE 10, SOUTH  $00^{\circ}38'21''$  EAST, 266.07 FEET; COURSE 11, SOUTH  $30^{\circ}23'30''$  EAST, 298.34 FEET; COURSE 12, SOUTH  $42^{\circ}01'39''$  EAST, 242.48 FEET; COURSE 13, NORTH  $64^{\circ}30'52''$  EAST 62.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 203; COURSE 14, SOUTH  $12^{\circ}29'19''$  EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 307.35 FEET; COURSE 15, SOUTH  $12^{\circ}48'55''$  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, 335.05 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°37'30" E., along the line dividing said Sections 44 and 46, a distance of 2303.28 feet; thence S. 83°30'30" W. a distance of 377.43 feet to the point of beginning; thence S. 15°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°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°40'10" E., along said easterly right of way line, a distance of 1240.59 feet; thence N. 83°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°09'50" East, along said Easterly right-of-way line, 1077.57 feet to the POINT OF BEGINNING; thence continue South 07°09'50" East, along said Easterly right-of-way line, 125.00 feet; thence North 82°50'10" East, 210.00 feet; thence South 07°09'50" East, 207.43 feet; thence North 82°50'10" East, 89.54 feet; thence North 37°59'10" East, 52.77 feet; thence North 15°00'26" West, 193.70 feet; thence South 82°50'10" West, 33.82 feet; thence North 49°00'00" West, 85.00 feet; thence North 07°09'50" West, 40.00 feet; thence South 82°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 1A) 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 WAS PREPARED BY:  
SHARON R. PARKS  
PAPPAS & METCALF, P.A.  
3301 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

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

(THE PRESERVE)

THIS SUPPLEMENTARY DECLARATION is made this 19th day of May, 1992, by ARVIDA/JMB PARTNERS ("Arvida/JMB"), a Florida general partnership, having an address at Post Office Box 600, Ponte Vedra Beach, Florida 32082.

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

WHEREAS, Arvida/JMB is the owner of certain real property more particularly described as The Preserve, according to the plat thereof recorded in Map Book 25, pages 60 through 66 of the public records of St. Johns County, Florida (the "Property") and Arvida/JMB desires to subject the Property to all terms, conditions and provisions of certain use restrictions more particularly set forth in this Supplementary Declaration; 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 amended by the First Amendment to the Restated Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, all 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);

WHEREAS, Arvida/JMB desires to subject the Property 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/JMB hereby declares that:

**I. Incorporation of Restated Declaration.**

All of the Property 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.

**II. Modification of Article.**

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

Developer 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 the Property and requires the Developer, or its successors in title, to grant to Continental an exclusive easement over, under and upon certain portions of the Property, for installing, maintaining, and supplying the services of a radio and television distribution system serving the Property, subject to the terms and conditions set forth in the Service Agreement.

III. 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 of:

ARVIDA/JMB PARTNERS, a Florida general partnership

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

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

Joyce E. Stratton  
(Print Name JOYCE E. STRATTON)  
Linda C. Calhoun  
(Print Name Linda C. Calhoun)

STATE OF FLORIDA )  
COUNTY OF Seminole ) SS

The foregoing instrument was acknowledged before me this 19th day of May, 1992, 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. He/she is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Joyce E. Stratton  
(Print Name JOYCE E. STRATTON)  
NOTARY PUBLIC, State of Florida  
at Large

Commission No. NA690570

My Commission Expires: 7/11/93



REV. 5/21/92

In: Main

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:  
SHARON S. PARKS  
PAPPAS & METCALF, P.A.  
3301 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

49-Rec-197-1250

Recorded in Public Records St. Johns County, FL  
Clerk # 92015779 O.R. 942 PG 977 02:44PM 05-29-92  
Recording 197.00 Surcharge 25.00

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**THE PRESERVE**

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THIS INSTRUMENT PREPARED BY:  
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REV. 5/22/92

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE PRESERVE**

THIS DECLARATION, dated May 13, 1992, is made by ARVIDA/JMB PARTNERS, a Florida general partnership, the owner of fee simple title to all of the real property included within The Preserve as described on the plat recorded in Map Book 25, pages 60 through 66, of the public records of St. Johns County, Florida ("The Preserve"). Arvida/JMB Partners hereby declares that all of The Preserve is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in The Preserve or any part thereof.

**ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION**

**Section 1.1 Mutuality.** The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

**Section 1.2 Benefits and Burdens.** Every person who is an Owner does by reason of taking title to property within The Preserve agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II  
DEFINITIONS**

**Section 2.1 Association.** The Preserve Homeowners Association of Ponte Vedra, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

**Section 2.2 Board.** The Board of Directors of the Association.

**Section 2.3 Developer.** Arvida/JMB Partners, a Florida general partnership, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Arvida/JMB Partners as the Developer of the Property is not intended and shall not be construed to impose upon Arvida/JMB Partners any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from Arvida/JMB Partners and develop and resell the same.

**Section 2.4 The Preserve, Property or Subdivision.** The Preserve, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III, hereof less and

except any real property released from this Declaration in accordance with the provisions of Article III hereof.

**Section 2.5 Lot.** Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

**Section 2.6 Owner.** A person who is a record owner of a Lot.

**Section 2.7 Master Association.** Sawgrass Association, Inc., a Florida non-profit corporation, its successors and assigns.

**Section 2.8 Restated Declaration.** The restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 396, page 706, as amended by First Amendment to the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, both of the current public records of St. Johns County, Florida.

**Section 2.9 Common Property.** All real or personal property, easements and all other interests in real or personal property (including use rights) owned by the Association, Master Association or Developer, whether or not located within the boundaries of the Subdivision, held primarily for the common use and enjoyment of the members of the Association. The Common Property specifically includes, without limitation, Parcel A and Tracts B, C, D, and E, as shown on the plat of the Subdivision. In addition, the Common Property shall specifically include, without limitation, any bulkheads located within the Subdivision or serving primarily the Subdivision, any feeder lines, pumps and additional components serving any common underground irrigation system serving the Common Property and any replacements or additions thereto within the Subdivision, and any traffic control or entry signage, or entry feature and associated landscaping, serving primarily the Subdivision. Finally, until such time as the Developer no longer owns any Lots within the Subdivision, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

**Section 2.10 Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) and between the rear Lot line and the nearest shoreline of any lake contiguous to or within twenty feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the property or the initial landscaping to be installed by the Developer, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

### **ARTICLE III ADDITIONS, DELETIONS, PLATTING**

**Section 3.1 Additions, Deletions.** Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (c) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association

expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner or mortgagee of land in the Subdivision.

**Section 3.2 Platting and Subdivision Restrictions.** Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

#### ARTICLE IV PROPERTY RIGHTS

**Section 4.1 Ownership, Maintenance, and Use of Common Property.** The Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any Lots within the Property or, at the Developer's option, at any earlier time, the Developer shall convey, and the Association shall accept, title to the Common Property, subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record, exclusive and/or non-exclusive easements for drainage, cable television and radio service, and utilities, and a perpetual non-exclusive easement for ingress and egress granted to the Master Association. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

**4.1.1** The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

**4.1.2** The right of the Developer or the Association to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

**4.1.3** All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

**4.1.4** Rules and regulations governing use and enjoyment of the Common Property adopted by the Association; easements and restrictions of record affecting any part of the Common Property.

**4.1.5** Provisions of the Restated Declaration.

**4.1.6** Each Lot shall be provided access via a driveway within the Common Property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons.

4.1.7 The exclusive use rights of individual Lot Owners as provided in Section 4.2.

**Section 4.2 Use and Maintenance of Limited Common Areas.** Notwithstanding any other provision of this Declaration to the contrary, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area.

#### **ARTICLE V THE ASSOCIATION**

**Section 5.1 Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

**Section 5.2 Classes and Voting.** The Association shall have such classes of membership as are set forth in the Articles of the Association.

**Section 5.3 Duties and Obligations Re: Common Property.** It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Property, including, but not limited to, vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

#### **ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 6.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of real property within the Subdivision hereby covenants and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such

assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

**Section 6.2 Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association.

**Section 6.3 Rate of Assessment.** All annual and special assessments shall be at a uniform rate for each Lot subject to assessment.

**Section 6.4 Annual Assessments.** The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

**Section 6.5 Supplemental Assessments.** If the Board fixes the annual assessment for any year and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

**Section 6.6 Special Assessment for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

**Section 6.7 Developer's Assessments.** During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer at assessment rates equal to the budgeted levels. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon the termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be

obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

**Section 6.8 Negligence.** Any Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement of the Common Property rendered necessary by his act, neglect, or carelessness, or by that of his family or his guests, employees, agents, invitees or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under this Article VI. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

**Section 6.9 Date of Commencement of Annual Assessments and Due Dates.** The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance on not less frequently than a semi-annual basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

**Section 6.10 Duties of the Board in Fixing Assessments.** The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the Owner(s).

**Section 6.12 Subordination to Lien of Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association, real estate investment trust or institutional purchaser of first mortgages in the secondary mortgage market, including, without limitation, Federal National

Mortgage Association ("FNMA") which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

**Section 6.13 Exempt Property.** The Board shall have the right to exempt any of the Property from the assessments, charges and liens created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Property;

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Except as otherwise provided herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or liens herein created.

#### **ARTICLE VII MASTER ASSOCIATION AND ASSESSMENTS**

**Section 7.1 Sawgrass Association, Inc.** Upon acceptance of a deed to a Lot, each Owner becomes a member of the Sawgrass Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by Sawgrass Association, Inc. in accordance with the Restated Declaration by the Supplementary Restated Sawgrass Declaration of Covenants re: Assessments recorded in official Records Book 767, page 1879, of the public records of St. Johns County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Restated Declaration by recorded instruments. Sawgrass Association, Inc., acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Restated Declaration and the Articles of Incorporation and Bylaws of the Sawgrass Association, Inc.

**Section 7.2 Lien Rights.** Sawgrass Association, Inc. is entitled to a lien upon the each Lot for any unpaid assessments under the Restated Declaration.

**Section 7.3 Collection of Master Association Assessments.** For the convenience of the Owners, the Board of Directors of the Association may elect and agree to collect assessments due the Master Association pursuant to the Restated Declaration, from the Owners in the same manner and at the same time as assessments due the Association are collected. Collection of assessments due the Master Association by the Association pursuant to this Section 7.3 shall not in any way limit or impair the respective rights of either the Association or Master Association to enforce collection

of assessments as provided in this Declaration and in the Restated Declaration.

**Section 7.4 Association Responsibilities.** If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, Sawgrass Association, Inc. shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by Sawgrass Association, Inc. shall be reimbursed by the Association.

#### **ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT**

**Section 8.1 Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

**Section 8.2 Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Declaration or pursuant to the Restated Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

**Section 8.3 Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

#### **ARTICLE IX ARCHITECTURAL CONTROLS**

**Section 9.1 Necessity of Architectural Review and Approval.** Except for the initial, original construction of residences, related improvements, and initial landscaping upon the Lots ("Initial Construction"), no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association and Master Association. All plans and specifications shall be evaluated as to harmony of external design

and location in relation to surrounding structures and topography and as to conformance with the Architectural Control Criteria for the Subdivision (a copy of which is attached hereto as Exhibit C) as the same may be amended from time to time. It shall be the responsibility of each Owner to supply four (4) sets of completed plans and specifications for any proposed improvement to the Subdivision. The Architectural Control Committee ("SACC") of the Association shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission, and shall forward same to the Architectural Review Committee ("ARC") of the Master Association within such time period. Any plans or change or modification to approved plans shall not be deemed approved by SACC unless a written approval is granted by the SACC to the Owner submitting same or unless the SACC fails to approve or disapprove such plans or modifications within thirty (30) days of their proper submission.

**Section 9.2 Subdivision Architectural Control Committee.** The architectural review and control functions of the Association shall be administered and performed by SACC, which shall consist of either three (3) or five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of SACC, or such lesser number as it may choose, as long as it owns at least one Lot in the Subdivision or undeveloped property contiguous to the Subdivision that Developer has committed to bring within the scheme of development of this Declaration in accordance with the provisions of Article III hereof. Members of the SACC not appointed by Developer shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of SACC, the Board may appoint at least one (1) architect or landscape architect thereto. A majority of SACC shall constitute a quorum to transact business at any meeting of SACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of SACC. Any vacancy occurring on the SACC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of SACC appointed by Developer.

**Section 9.3 Powers and Duties of SACC.** The SACC shall have the following powers and duties:

**9.3.1** To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting, and approved by a majority of the members of the ARC at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and ARC, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment, shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

**9.3.2** To require submission to SACC of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The SACC shall also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as

reasonably may be necessary for the SACC to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of SACC shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by decisions of SACC shall have the right to make a written request to the Board, within thirty (30) days of such decisions, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing requests for SACC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the SACC.

**Section 9.4 Compensation of SACC.** Non-professional members of the SACC shall serve without compensation so long as the Developer retains the right to appoint the members of the SACC. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the SACC, and if it elects to do so, it may, at its option, pay reasonable compensation to members of the SACC.

**Section 9.5 Architectural Review Committee.** The Master Association ARC was established pursuant to the terms of the Amended Sawgrass Covenants and Restrictions Unit One, Blocks 1, 2 and 3 recorded in Official Records Book 243, page 375, of the public records of St. Johns County, Florida. One of its purposes is to supervise the architectural integrity of the Sawgrass Country Club. Except for the Initial Construction of improvements within the Subdivision, no landscaping or improvements of the type described in Section 9.1 hereof, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until same shall have been submitted to and approved in writing by the ARC. The ARC shall evaluate all plans and specifications submitted to it for conformance with the provisions of this Declaration and the Architectural Control Criteria attached hereto as Exhibit C. The ARC shall have fifteen (15) days from the date of proper submission of plans and specifications for initial, original construction of a residence and related improvements to be constructed upon any Lot, in which to approve or disapprove same. The ARC shall indicate its approval of the requested improvement by marking or stamping the plans with its seal and the date of approval. If the ARC disapproves the requested improvement, it shall provide written notice of such disapproval to the SACC and the Owner. Disapproval by the ARC may be appealed to the Board of Directors of the Master Association for a period of fifteen (15) days after receipt of notice of disapproval by Owner. If the ARC does not act within fifteen (15) days of receipt of plans and specifications from the SACC, it shall be deemed to have approved the requested improvements. The ARC shall have the authority to adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Master Association, in cash, at the time that plans and specifications are submitted to the ARC.

**Section 9.6 Initial Construction.** No Initial Construction shall be commenced, erected, placed or maintained upon any Lot,

unless and until same shall have been submitted to and approved in writing by the Developer. The Developer shall evaluate all plans and specifications for Initial Construction submitted to it for conformance with the provisions of this Declaration and the Architectural Control Criteria attached hereto as Exhibit C. It shall be the responsibility of each Owner to supply four (4) sets of completed plans and specifications for any proposed Initial Construction to the Developer. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission. Any plans for Initial Construction shall not be deemed approved by the Developer unless a written approval is granted by the Developer to the Owner submitting same, or unless the Developer fails to approve or disapprove such plans and specifications within thirty (30) days of their proper submission. The Developer may from time to time, delegate its right to review plans for Initial Construction to the ARC. Any such delegation shall be revocable at the option of the Developer at any time and for any reason.

**Section 9.7 Variance.** The SACC, the ARC and the Developer, as applicable, may authorize variances from compliance with any of the architectural provisions of this Declaration or the Architectural Control Criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by at least a majority of the members of the ARC and SACC, or an authorized representative of the Developer, if applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or property and particular provisions of this Declaration or the Architectural Control Criteria covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

**Section 9.8 No Liability.** The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Master Association, SACC, ARC, or their agents or employees are for the sole purpose of protecting the aesthetic integrity of the Subdivision and the Sawgrass Country Club. As a result, neither the Developer, Association, Master Association, SACC, ARC or their agents or employees shall be deemed to express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, SACC, ARC or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, SACC, Association, Master Association, ARC or their agents or employees.

#### **ARTICLE X RESTRICTIONS**

**Section 10.1 Residential Use.** The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of the Property and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be

erected upon any Lot without the prior approval of the Developer, the SACC, and the ARC, as applicable, as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARC and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARC has specifically approved, the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area of at least 95% as large as the then smallest Lot in area in the Subdivision. The division, subdivision, consolidation or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lots as aforesaid, the obligation for Association expense attributable to the subdivided Lots shall be and become proportionately attributable and chargeable to the contiguous Lots, and the Owners thereof, to and with which all portions of the divided or subdivided Lots become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvements shall be erected, placed or permitted to remain on any building site which does not include at least one full platted Lot according to the recorded plats of the Subdivision unless the ARC gives prior written consent.

**Section 10.2 Lot Coverage.** The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed fifty percent (50%) of the ground area of the Lot or building parcel upon which such residence is located.

**Section 10.3 No Detached Buildings.** No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the Developer, and the SACC and ARC, if applicable. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer.

**Section 10.4 Setbacks.** No dwelling shall be erected within twenty (20) feet of the front Lot line, within seven and one-half (7 1/2) feet of any side Lot line or side line of any building parcel, or within twenty (20) feet of any rear Lot line, or within any easement area shown on the plat of the Subdivision or reserved in Article XII of this Declaration. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary. Except as may be required by the Developer, the SACC, or the ARC, the rear setback shall not apply to pools, pool decks, gazebos, docks and other similar structures.

**Section 10.5 Landscaping.** Landscaping shall be installed on each Lot as follows:

**10.5.1** A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of construction of a residence on such Lot. All landscaping plans submitted to the Developer for approval shall be prepared and certified by a registered landscape architect licensed under the laws of the State of Florida. All plant material shall be of Florida Grade Number One or better. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Area shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

**10.5.2** Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.5.1 above within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 8.2 hereof.

**Section 10.6 Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by the Developer.

**Section 10.7 Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

**Section 10.8 Antenna.** No aerial, antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision.

**Section 10.9 Lakes.** Only the Developer and the Master Association shall have the right to pump or otherwise remove any water from any lake within the Subdivision or adjacent or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the Sawgrass Country Club lying within, adjacent to, or near the Subdivision. The Developer and the Master Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. The Association shall reimburse the Master Association for the cost of water quality maintenance undertaken by the Master Association in any lake within the Property, except for lakes that are connected to the Country Club drainage system via a connection that allows a two-way interchange of water. If a lake that is not so connected to the Country Club drainage system lies partly within and partly outside the Property, then the Association shall reimburse the Master Association for a percentage of the cost of such water quality maintenance equal to the percentage of the total surface area of such lake lying within the Property. The cost of manual or mechanical removal of trash, common debris and undesirable plants undertaken by the Master Association within any lake shall be chargeable, at the option of the Master Association, to the Owner or Owners of the Property.

including that portion of the lake on which such maintenance is performed. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. Further, unless this requirement is waived by the Master Association, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.17 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association or Master Association shall have the right, 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 Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer or the Master Association. The Developer or the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within the Subdivision or adjacent to or nearby the Subdivision. The Master Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Developer or Master Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 14.8 HEREOF.

**Section 10.10 Lake Maintenance.** The Master Association shall be responsible for the maintenance of all lakes, drainage easements, and control structures comprising the stormwater discharge system within and adjacent to the Subdivision, in accordance with all permits, statutes, rules, and regulations pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The cost of such maintenance shall be apportioned among the Master Association, the Association, and the Owners as set forth in Section 10.9 hereof.

**Section 10.11 Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on his Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time

not to exceed sixty (60) days from the date of such damage or destruction.

**Section 10.12 Trees.** No tree or shrub, the trunk of which exceeds three (3) inches in diameter, shall be cut down, destroyed or removed from the Lot without the prior express written consent of SACC.

**Section 10.13 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer and the SACC and ARC, if applicable.

**Section 10.14 Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by SACC and ARC.

**Section 10.15 Lighting.** No external lighting shall be installed without the prior approval of the Developer, the SACC and ARC, if applicable. No lighting shall be permitted which alters the residential character of the Subdivision.

**Section 10.16 Animals.** No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residences of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owner's dwelling. Owner shall be responsible for cleaning up after his pets. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or Property, they may not thereafter be kept on a Lot.

**Section 10.17 Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuge pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During reconstruction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

**Section 10.18 Fences.** Except as originally approved by the Developer (or the SACC and ARC, as applicable) no fence, wall or other barrier shall be constructed upon any Lot.

**Section 10.19 Additional Restrictions.** All dwellings constructed within the Subdivision are also subject to the Architectural Planning Criteria set forth in Exhibit C hereto, as the same may be amended from time to time.

**Section 10.20 Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

**Section 10.21 Wetlands.** All portions of the Subdivision located waterward of the U.S. Army Corp. of Engineers' jurisdictional line depicted on the Plat of the Subdivision, shall be herein referred to as the "Wetlands Areas". **ANY AND ALL CONSTRUCTION, CLEARING, DREDGING, FILLING, LANDSCAPING, OR SIMILAR ACTIVITIES WITHIN THE WETLANDS AREA SHALL BE ABSOLUTELY PROHIBITED.** In addition to the parties entitled to enforce this Declaration generally, the restrictions set forth in this Section 10.21 shall be enforceable by the U.S. Army Corp. of Engineers, the St. Johns River Water Management District, and any other governmental agency having jurisdiction.

#### **ARTICLE XI UTILITY PROVISIONS**

**Section 11.1 Water System.** The central water supply system provided for the service of the Subdivision shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the Developer or other supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

**Section 11.2 Irrigation System.** Irrigation to the Common Property shall be provided by an underground irrigation system, including feeder lines, pumps, wells and other components which system shall form part of the Common Property. The cost of irrigation to the Common Property shall be paid as a portion of the regular annual assessment charged to the Owners pursuant to Article VI hereof. The cost of maintenance and repair of irrigation systems serving individual Lots shall be the sole responsibility of the Owners of such Lots and shall not be included in any assessments imposed by the Association.

**Section 11.3 Sewage System.** The central sewage system provided for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Subdivision.

**Section 11.4 Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by St. Johns County, Florida (or by the Master Association to the extent that no such company is approved by St. Johns County, Florida). Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

**Section 11.5 Electrical, Cable Television and Telephone Service.** All electric, cable television, telephone and other utility lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

**ARTICLE XII**  
**RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

**Section 12.1 Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; and (ii) a strip of land within each Lot ten feet in width at the front and rear of each Lot and along the side of each Lot. Provided, however, the foregoing easement along the side of each Lot shall be released automatically on any Lot upon which the original improvements constructed by the Developer encroach into said easement, but only to the extent necessary to accommodate such encroachment.

**Section 12.2 Easements for Lake Maintenance.** The Developer further reserves for itself, its successors, assigns and designees, a right of access and easement to erect, maintain, and use lake areas, drainage control structures, water quality control structures, bulkheads, and similar improvements necessary for the Master Association to perform the obligations set forth in Section 10.10 hereof, on, in and over those portions of any Lot or Common Property made subject to this Declaration and lying waterward of the drainage control line, or within any drainage easement, shown on the plat of the Subdivision or within the real property more particularly described on Exhibit D attached hereto and made a part hereof.

**Section 12.3 Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Master Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

**Section 12.4 Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

**Section 12.5 Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

**Section 12.6 Easements for Maintenance Purposes.** The Developer reserves for itself, the Association and Sawgrass

Association, Inc., their agents, employees, successors or assigns easements, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, Association or Sawgrass Association, Inc.

**Section 12.7 Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

**Section 12.8 Sidewalks.** Developer reserves for itself and the Master Association, their agents, employees, designees, successors and assigns, an easement in, on, over and upon Parcel A as shown on the plat of the Subdivision for construction and installation of, and ingress and egress upon, paths, bike paths and/or sidewalks located thereon.

**Section 12.9 Reservation of Right to Release Restrictions.** In each instance where a structure has been erected or the construction thereof is substantially advanced in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

**Section 12.10 Golf Easement.** Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

**ARTICLE XIII  
RIGHTS GRANTED BY DEVELOPER**

**Section 13.1 Roadways.** All of the property designated as Parcels A, B, and D as shown on 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 as the plat recorded in Map Book 16, Pages 23 and 24, Parcels A and B as shown as the plat of Country Club Unit I, recorded in Map Book 16, Pages 45 and 46, Parcel C, as shown in the Plat of Country Club Unit V recorded in Map Book 18, Pages 65 through 67, Parcel A as shown on the plat of Country Club Unit VIII recorded in Map Book 19, Pages 31 through 34; and the Property designated as Parcel A on

the plat of the Subdivision, all of the current public records of St. Johns County, Florida (the "Roadways") are and shall remain privately owned and the sole and exclusive property of Arvida/JMB Partners, its successors, assigns, grantees or nominees, if any, of said parcels. Arvida/JMB Partners, however, hereby grants subject to the reservations contained in this Article XIII, to the present and future owners of lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or Sawgrass Association, Inc. to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or Sawgrass Association, Inc. has designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways; subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 13.1, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 13.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 13.1 thereafter shall be of no further force or effect.

**Section 13.2 Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the plat). In addition, Arvida/JMB Partners shall have the right to redesignate, relocate or close any part of the Roadways as described in Section 13.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

**Section 13.3 Signage and Entry Features.** The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within Parcel A and Tract D, as designated on the plat of Country Club Unit VIII, more particularly described in Section 13.1 hereof, upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision off of said Parcel A and Tract D; (ii) such signage, entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of ARC. In the event any of the

above conditions are violated, which shall be the sole determination of the Master Association, then the Master Association shall have all rights available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Master Association.

**Section 13.4 Sidewalks.** Each Owner and Developer shall have a non-exclusive right to use the paths, bike paths and sidewalks, if any, as they now or hereafter exist located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon such paths, bike paths and sidewalks without the written approval of ARC, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association.

#### **ARTICLE XIV GENERAL PROVISIONS**

**Section 14.1 Duration and Remedies for Violation.** The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, Sawgrass Association, Inc. or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, 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 upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), 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 or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

**Section 14.2 Notices.** Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

**Section 14.3 Severability.** Invalidity of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 14.4 Amendment.** This Declaration may be amended at any time as follows:

**14.4.1** The amendment must first be approved in writing by the Board of Directors of the Master Association unless the Board of Directors of the Master Association determines, in its sole discretion, that the amendment will have no substantial adverse effect on the health and safety of owners of land outside the Property or on the value and appearance of other lands within the Sawgrass Country Club.

14.4.2 After approval by the Board of Directors of the Master Association (or their determination that such approval is not necessary), the text of the amendment must be included in the notice of a duly called meeting of the Owners.

14.4.3 The amendment must be approved by the Owners holding at least two-thirds (2/3s) of the votes in the Association, signifying their approval at a duly called meeting of the Association, or by signing a copy of the amendment.

14.4.4 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of St. Johns County, Florida.

14.4.5 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

14.4.6 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

**Section 14.5 Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 14.6 Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

**Section 14.7 Disclaimers as to Security Systems.** The Developer, the Association, the Master Association or their successors, assigns, or franchisees, and any applicable cable television or radio system operator or provider of security services ("Operator") may enter into contracts for the provision of security services for all or any portion of the Sawgrass Country Club. THE DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION AND ANY OPERATOR, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY ANY SUCH SECURITY SYSTEM OR SERVICES ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION AND ANY OPERATOR, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of a Lot receiving security services agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that Developer, the Association, the Master Association or any Operator, or their respective successors, assigns or franchisees, assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (i) any failure of an

Owner's security system, (ii) any defective or damaged equipment, device, line or circuit, (iii) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of a lot obtaining such security services further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of any security system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Association, the Master Association and the Operator or their respective successors, assigns or franchisees, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two-Hundred Fifty and No/100 Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association, the Master Association or any Operator, or any successors, assigns or franchisees of any of same. Further, in no event will Developer, the Association, the Master Association any Operator or any of their respective successors, assigns or franchisees be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and security services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any cable television or security services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in such services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

**Section 14.8 Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION THE MASTER ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY AS REFERENCED IN SECTION 10.10 OF THIS DECLARATION. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day 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

*Joyce E. Stratton*  
(Print Name) JOYCE E. STRATTON  
*Michael T. Dick*  
(Print Name) Michael T. Dick

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



STATE OF FLORIDA )  
 ) SS  
COUNTY OF Sumner )

The foregoing instrument was acknowledged before me this 10th day of May, 1992, 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. He is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

*Joyce E. Stratton*  
(Print Name) JOYCE E. STRATTON  
NOTARY PUBLIC, State of Florida  
at Large

Commission No. AA 690570

My Commission Expires: 7/11/93



- Exhibit A - Articles of Incorporation
- Exhibit B - Bylaws
- Exhibit C - Architectural Control Criteria
- Exhibit D - Portion of Real Property Subject to Drainage Easement

REV. 5/22/92

ARTICLES OF INCORPORATIONOFTHE PRESERVE HOMEOWNERS ASSOCIATION OF PONTE VEDRA, INC.**I. NAME.**

The name of this corporation shall be The Preserve Homeowners Association of Ponte Vedra, Inc. (the "Association").

**II. PURPOSE.**

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the owners of the property within the residential area referred to as The Preserve ("The Preserve" or "Subdivision") and described in the Declaration of Covenants and Restrictions for The Preserve (the "Declaration") to be executed by Arvida/JMB Partners, a Florida limited partnership, and to be recorded in the Public Records of St. Johns County, Florida. The Subdivision consists of that certain real property situated in St. Johns County, Florida, described below as may be expanded as provided in the Declaration.

The Preserve, according to plat thereof recorded in Map Book 25, pages 60 through 66 of the Public Records of St. Johns County, Florida.

"Developer", "Owner", "Lot", "Unit" and "Common Areas" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the Declaration.

B. To own and maintain, insure, repair and replace the general and/or Common Areas, roadways, parks, sidewalks and/or access paths, street and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting the Subdivision for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of, landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Subdivision, as well as the alteration, and/or changes thereto.

D. To provide for private security, fire protection and such other services and the capital improvements and equipment related thereto within the Subdivision for which the Association has accepted or may accept the responsibility.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association (the "Board"), in the Declaration hereinabove described.

**III. GENERAL POWERS.**

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Association members for the purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers or appoint agents where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interest in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property and the costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize the Board, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user of Association property when such is deemed appropriate by the Board.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a non-profit corporation by the laws of the State of Florida, except as prohibited herein.

#### IV. MEMBERS.

A. The members shall consist of the Owners of property in the Subdivision and all such Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property in the Subdivision.

2. Class B Member. The Class B Member shall be Arvida/JMB Partners, a Florida limited partnership, or its designee, successor or assignee as Developer of the Subdivision.

#### V. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot owned by one or more Class A Members.

B. The Class B Member shall be entitled to two (2) votes for each vote allocated to the Class A Members pursuant to this Article V. The Class B membership shall cease and be converted to

Class A membership upon the first to occur of (i) the date on which the Class B Member no longer owns any Lots within the Subdivision; or (ii) the date on which the Class B Member elects, in writing, to convert its membership to Class A membership status. The Class B Member shall have the right to appoint a majority of the Board so long as it owns at least one (1) Lot in the Subdivision.

C. Except as otherwise provided by these Articles, the Declaration, or the Bylaws of The Preserve Homeowners Association, Inc. (the "Bylaws"), the affirmative vote of a majority of the votes which are entitled to be cast by the Owners of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

D. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

#### VI. BOARD OF DIRECTORS.

A. So long as the Class B Member has a right to appoint a majority of the Board of Directors, the affairs of the Association shall be managed by a Board consisting of three (3) Directors. Thereafter the Board shall consist of not less than three (3), nor more than five (5) Directors. So long as the Developer shall have the right to appoint a majority of the Board, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association. At such time as the Class B Member shall determine, in its sole discretion, there shall be one (1) Director elected by the Class A Members. After termination of the Class B membership, all directors shall be elected by the Class A Members. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years. In addition, the Class B Member shall appoint two (2) Directors to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by a Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

Michael Dick	Arvida/JMB Partners 3995 Hunt Club Road Jacksonville, FL 32216
Virginia R. Frailey	Arvida/JMB Partners 3995 Hunt Club Road Jacksonville, FL 32216
Vicki Bratvold	Arvida/JMB Partners 3995 Hunt Club Road Jacksonville, FL 32216

**VII. OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President	Michael Dick
Vice President	Virginia R. Frailey
Treasurer and Secretary	Vicki Bratvold

**VIII. CORPORATE EXISTENCE.**

The Association shall have perpetual existence.

**IX. BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles.

**X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed by vote of a majority of the Board of Directors and Members as provided in Chapter 617, Florida Statutes. So long as the Developer owns any Lot(s) in the Subdivision, no amendment shall be effective without the prior written consent of Arvida/JMB Partners or its successors or assigns, as Developer. No amendment affecting the use, sale or lease of the Common Areas, as defined in the Declaration, shall be adopted or effective without the prior approval of the Developer. Any amendments shall be effective upon passage by the Board and approval by the Developer. No amendments to the Articles or Bylaws need be recorded in the public records.

**XI. INCORPORATOR.**

The Incorporator under these Articles of Incorporation and his address, are set forth as follows:

Michael Dick  
Arvida/JMB Partners  
3995 Hunt Club Road  
Jacksonville, FL 32216

**XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and

reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful.

The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

### **XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the votes of each Class of the Association's membership.

B. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

2. The Common Areas, as defined in the Declaration, shall be dedicated to the County of St. Johns, or its successor, unless the County refuses to accept such dedication.

3. Remaining assets shall be distributed among the members as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

IN WITNESS WHEREOF, the incorporator has hereto set his hand and seal this 13 day of May, 1992.

Signed, sealed and delivered in the presence of:

David D. Lowe  
(print name DAVID D. LOWE)  
R.E. Blanton  
(print name R.E. Blanton)

Michael Dick  
Michael Dick  
Incorporator

STATE OF FLORIDA )  
COUNTY OF Summit ) SS

The foregoing instrument was acknowledged before me this 13th day of May, 1992, by Michael Dick, the Incorporator of THE PRESERVE HOMEOWNERS ASSOCIATION, INC. He is personally known to me or has produced identification and who did not take an oath.

Linda Carlucci  
(Print Name Linda Carlucci)  
NOTARY PUBLIC, State of Florida  
at Large.  
Commission No. \_\_\_\_\_

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 12, 1998  
BONDED THRU GENERAL INS. CO.

O.R. 942 PG 1014

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

THE PRESERVE HOMEOWNERS ASSOCIATION, INC., OF PONTE VEDRA, DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 3995 HUNT CLUB ROAD, JACKSONVILLE, DUVAL COUNTY, FLORIDA, HAS NAMED MICHAEL DICK, LOCATED AT 120 INTERNATIONAL PARKWAY, SUITE 220, HEATHROW, FLORIDA 32746-5033, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

THE PRESERVE HOMEOWNERS ASSOCIATION, INC. OF PONTE VEDRA

By: Michael Dick

Incorporator

Dated: 5/13/92

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Michael Dick  
Michael Dick, Resident Agent

Dated: 5/13/92

## EXHIBIT B

REV. 5/22/92

**BYLAWS OF  
THE PRESERVE HOMEOWNERS ASSOCIATION OF PONTE VEDRA, INC.****I. DEFINITIONS.**

All of the terms used herein which are defined in the Declaration of Covenants and Restrictions for The Preserve ("Declaration") executed contemporaneously herewith shall be used herein with the same meanings as in the Declaration.

**II. LOCATION OF PRINCIPAL OFFICE.**

The office of The Preserve Homeowners Association of Ponte Vedra, Inc. ("Association") shall be at 3995 Hunt Club Road, Jacksonville, Florida 32216, or at such other place as may be established by resolution by the Board of Directors of the Association.

**III. VOTING RIGHTS AND ASSESSMENTS.**

A. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or Class B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot or other property which is subject to assessments.

B. The Board of Directors shall fix annual assessments in accordance with the requirements of the Declaration, on the basis of a calendar year annual fiscal period.

C. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment.

**IV. BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of The Preserve Homeowners Association of Ponte Vedra, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

**V. ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by Developer) shall be made by the Board of Directors or a Nominating Committee appointed by the Board. For

purposes of these Bylaws, the term "Nominating Committee" shall refer to either the Board or such committee.

B. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board, if any. Within fifteen (15) days of the date of the annual meeting the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election of the Board.

C. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot as provided in Section D of this Article and shall be made prior to the time fixed for the annual meeting.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board, by mail thirty (30) days prior to the annual meeting. The ballots shall (i) describe the vacancies to be filled by Class A Members, and (ii) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may cast one vote.

E. The members of the Board elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.
2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, office or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other homeowners association entitled to establish, levy and collect assessments from the members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Property or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

7. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

(c) To send written notice of each assessment to every member subject thereto.

VII. DIRECTORS' MEETINGS.

A. A regular meeting of the Board shall be held on such date and at such time intervals as the Board may establish. Notice of such meeting is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice of each Director.

C. The transaction of any business at any meeting of the Board, however called and notices, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation. The President shall be a member of the Board, but the other officers need not be.

B. The officers of the Association shall be elected by the Board at an annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board.

Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the Secretary of the Board, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep all records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

#### IX. COMMITTEES.

A. The Subdivision Architectural Control Committee (the "SACC") shall be a standing committee of the Association. The Board may appoint such other committees as it deems advisable.

B. The SACC shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the SACC shall have the right within thirty (30) days of such decision, to make a written request to the Board, that the Board review such decision. The determination of the Board upon reviewing such decision of the SACC shall in all events be dispositive.

C. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its scope and responsibility. A committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or office of the Association as may be concerned with the matter presented.

**X. BOOKS AND PAPERS.**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

**XI. MEETINGS OF MEMBERS.**

A. The annual meeting of the members shall be held prior to November 30th of each year, at such time as the Board may select. The Board may hold the annual meeting at a later date each year, provided at least thirty (30) days prior written notice thereof is given to the members.

B. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon written request of the members who have a right to vote one-half of all votes of the entire membership.

C. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the Corporation. Each member shall be responsible for registering his address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence at the meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or the Declaration shall require a quorum as therein provided, if any.

**XII. PROXIES.**

1. At all corporate meetings of the members, each member may vote in person or by proxy.

2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months and every proxy shall automatically cease upon the sale by the member of his home or other interest in the property.

**XIII. SEAL.**

The Association shall have a seal in circular form having within its circumference the words: The Preserve Homeowners Association of Ponte Vedra, Inc., not for profit, 1992.

**XIV. AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board except that no amendment affecting the Developer shall be effective without the Developer's written consent. Amendments shall be effective on the date of passage by the Board and approval of the Developer. No amendment need be recorded in the public records of St. Johns County, Florida.

**ARCHITECTURAL CONTROL CRITERIA FOR THE PRESERVE**

1. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any lot or building parcel, other than one detached single-family residence which shall not exceed thirty-five (35) in height and shall have a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. No single family residence shall have less than ( ) square feet of heated and air conditioned space. Unless approved by the Developer (and the ARC and SACC, if applicable), as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Developer. It is the purpose of this approval to assure that the home is placed on the lot in its most advantageous position and to assure that each building within the Property is provided visual and acoustical privacy.

3. **Exterior Color Plan.** The Developer shall have final approval of all exterior color plans and each Owner must submit to the Developer prior to initial construction and development upon any lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. Modifications to exterior color plans following initial construction shall require the approval of both the ARC and the SACC. The ARC and SACC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Property and the Sawgrass Country Club.

4. **Roofs.** Flat roofs shall not be permitted unless approved by the Developer. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by the Developer. Roofing and shingle material shall be approved by the Developer as to color and material.

5. **Elevations.** Similar elevations shall not be built directly adjacent or across from each other. The Developer may also restrict the number of similar elevations within specific sections of the Subdivision, if necessary, to preserve the overall aesthetic quality of such areas.

6. **Garages.** All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2) three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width (or eight (8) feet with a two foot separation), and a service door. Whenever possible, garage entrances shall be located on the side of the Residence rather than the front.

No carports will be permitted unless approved by the Developer.

7. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with an approved material.

8. Dwelling Quality. The Developer shall have final approval of all exterior building materials used in initial construction. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the Developer. The Developer shall discourage the use of imitation materials for facades and encourage the use of materials such as stone, brick, wood, and stucco, or a combination of the foregoing.

9. Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size, design and otherwise by the ARC and SACC.

10. Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Developer (and the ARC and SACC, if applicable).

11. Fences and Walls. No fence, wall or other barrier shall be constructed upon any Lot without prior approval of the Developer (and the ARC and SACC, if applicable). The composition, location and height of any fence or wall to be constructed on any Lot shall also be subject to the approval of the Developer (and the ARC and SACC, if applicable). The composition of any fence or wall shall be consistent with the material used in the surrounding homes and other fences, if any.

12. Landscaping. A detailed landscaping plan for each Lot will be submitted to and approved by the Developer prior to initial construction and development thereon. All landscaping plans submitted to the Developer shall be prepared and certified by a registered landscape architect licensed under the laws of the State of Florida.

The Developer shall supply criteria for materials appropriate for landscaping in the Subdivision and the Sawgrass Country Club and a designation of the number of required trees and shrubs to be planted on each Lot in the Subdivision. All Lots shall have a complete automatic underground sprinkler system.

13. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the Developer, the ARC and SACC, which include, but are not limited to the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;

C. All swimming pools must be fenced or screened with access restricted in accordance with all applicable ordinances, statutes or rules of governmental authorities having jurisdiction. Location and design of all pool screening must be approved in writing by the Developer (and the ARC and SACC, if applicable);

D. No exterior lighting other than sidewalk or building lighting shall be installed without the prior approval of the Developer (and the ARC and SACC, if applicable). Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting

If an Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes

must be adequately screened by landscaping and/or walls or fences on all sides as required by the Developer (and the ARC and SACC, if applicable). It shall be the intent of this Architectural Control Criteria to screen any such use from public view.

**14. Garbage and Trash Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the Developer. All Lots shall be maintained during construction in a neat nuisance-free condition.

**15. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

**16. Removal of Trees.** In reviewing building plans, the Developer shall take into account natural landscaping such as trees, shrubs and palmettoes, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) inches in diameter at one (1) foot above natural grades shall be cut or removed without approval of the Developer, which approval may be given when such approval is necessary for the construction of a dwelling or other improvement. The Developer may, in its discretion, require Owner to submit a tree survey prior to construction of any improvements on a Lot.

**17. Air Conditioning Units.** No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise. The location of all exterior compressor units must be approved by the Developer prior to installation.

**18. Mailboxes.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwelling.

**19. Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

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

**21. Solar Panels.** Installation of solar panels and similar structures on roof areas shall be discouraged. Where feasible, solar panels shall be installed at ground level and screened from public view with appropriate landscaping. In the event there is no reasonable alternative to roof installation, solar panels on roofs

shall be located so as to minimize the view thereof from adjoining properties.

22. ARC and SACC Reports. The approval or disapproval of the Developer, the ARC and the SACC as required in the foregoing Architectural Control Criteria shall be delivered in writing to the Lot Owner submitting same, together with a copy of the approved plans and specifications signed by the Lot Owner and the Contract purchaser of the Lot, if any.

23. Waiver of Architectural Control Criteria. The Architectural Control Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner within the Property; provided, however, the Developer, the ARC and the SACC shall each have the express authority to waive any requirement set forth herein if, in their professional opinion, they deem such waiver in the best interests of the community and the deviation requested is compatible with the character of the Country Club at Sawgrass and the Property.

24. Defined Terms. All defined terms contained in this Architectural Control Criteria shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for The Preserve to which this Architectural Control Criteria is attached.

PARCEL NO. 1

A PART OF LOTS 8 THROUGH 22 "THE PRESERVE", AS PLATTED AND RECORDED IN MAP BOOK 25, PAGES 60 THROUGH 66 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE ANGLE POINT IN THE EAST (REAR) LINE OF SAID LOT 8; THENCE SOUTHEASTERLY, EASTERLY, SOUTHERLY AND EASTERLY ALONG THE EXISTING DRAINAGE CONTROL LINE AS SHOWN ON SAID PLAT OF "THE PRESERVE", ACROSS THE AFORESAID LOTS 8 THROUGH 22, THE FOLLOWING SIXTEEN COURSES: (1) S.25°10'23"W., A DISTANCE OF 16.19 FEET (16.28 FEET BY PLAT); (2) S.03°00'37"E., A DISTANCE OF 96.08 FEET; (3) S.19°50'29"E., A DISTANCE OF 82.96 FEET; (4) S.48°58'03"E., A DISTANCE OF 69.64 FEET; (5) S.80°22'52"E., A DISTANCE OF 93.86 FEET; (6) S.82°50'14"E., A DISTANCE OF 115.96 FEET; (7) S.60°46'23"E., A DISTANCE OF 163.73 FEET; (8) S.29°37'32"E., A DISTANCE OF 163.14 FEET; (9) S.03°08'21"E., A DISTANCE OF 125.39 FEET; (10) S.08°50'10"W., A DISTANCE OF 106.76 FEET; (11) S.38°20'17"E., A DISTANCE OF 50.89 FEET; (12) S.87°23'20"E., A DISTANCE OF 90.19 FEET; (13) N.84°10'14"E., A DISTANCE OF 50.17 FEET; (14) N.88°01'45"E., A DISTANCE OF 92.43 FEET; (15) S.80°24'51"E., A DISTANCE OF 84.10 FEET; (16) S.56°56'05"E., A DISTANCE OF 38.56 FEET; THENCE S.64°55'30"W., A DISTANCE OF 115.43 FEET; THENCE S.85°15'51"W., A DISTANCE OF 98.65 FEET; THENCE N.79°27'12"W., A DISTANCE OF 118.96 FEET; THENCE N.57°20'00"W., A DISTANCE OF 85.80 FEET; THENCE N.39°27'33"W., A DISTANCE OF 60.66 FEET THENCE N.14°49'57"W., A DISTANCE OF 45.62 FEET; THENCE N.00°44'42"W., A DISTANCE OF 104.17 FEET; THENCE N.15°48'00"W., A DISTANCE OF 130.06 FEET; THENCE N.26°38'24"W., A DISTANCE OF 52.56 FEET; THENCE N.43°21'23"W., A DISTANCE OF 81.41 FEET; THENCE N.55°19'22"W., A DISTANCE OF 100.06 FEET; THENCE N.85°28'50"W., A DISTANCE OF 117.95 FEET; THENCE N.86°39'24"W., A DISTANCE OF 70.13 FEET; THENCE N.59°49'14"W., A DISTANCE OF 51.63 FEET; THENCE N.28°37'00"W., A DISTANCE OF 105.82 FEET; THENCE N.13°01'02"W., A DISTANCE OF 151.58 FEET; THENCE N.35°29'08"E., A DISTANCE OF 72.32 FEET TO AN INTERSECTION WITH THE EAST LINE OF AFORESAID LOT 8; THENCE S.38°34'20"E., ALONG SAID EAST LINE, A DISTANCE OF 58.09 FEET TO THE POINT OF BEGINNING; CONTAINING 2.13 ACRES, MORE OR LESS.

TOGETHER WITH:

EASEMENT PARCEL NO. 2

A PART OF LOTS 36 AND 37 "THE PRESERVE", AS PLATTED AND RECORDED IN MAP BOOK 25, PAGES 60 THROUGH 66 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE ANGLE POINT IN THE EXISTING DRAINAGE CONTROL LINE (AS SHOWN ON SAID PLAT OF "THE PRESERVE") IN THE WESTERLY PORTION OF SAID LOT 36; THENCE N.38°52'11"W., ALONG SAID EXISTING DRAINAGE CONTROL LINE, A DISTANCE OF 92.91 FEET TO AN ANGLE POINT IN SAID DRAINAGE CONTROL LINE (IN THE WESTERLY PORTION OF THE AFORESAID LOT 37); THENCE S.49°27'29"E., A DISTANCE OF 48.06 FEET; THENCE S.27°55'31"E., A DISTANCE OF 46.51 FEET TO THE POINT OF BEGINNING; CONTAINING 0.009 ACRE, MORE OR LESS.

TOGETHER WITH:

EASEMENT PARCEL NO. 3

A PART OF LOTS 41 AND 42, "THE PRESERVE", AS PLATTED AND RECORDED IN MAP BOOK 25, PAGES 60 THROUGH 66 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE ANGLE POINT IN THE EXISTING DRAINAGE CONTROL LINE (AS SHOWN ON SAID PLAT OF "THE PRESERVE") IN THE WESTERLY PORTION OF SAID LOT 41; THENCE NORTHWESTERLY ALONG SAID DRAINAGE CONTROL LINE THE FOLLOWING TWO COURSES: (1) N.34°20'46"W., A DISTANCE OF 181.27 FEET; (2) N.17°56'46"W. (N.18°21'07"W. BY PLAT), A DISTANCE OF 115.39 FEET (117.60 FEET BY PLAT) TO AN INTERSECTION WITH TRACT "G", "THE PRESERVE"; THENCE S.27°58'44"E., A DISTANCE OF 293.78 FEET TO THE POINT OF BEGINNING; CONTAINING 0.068 ACRE, MORE OR LESS.

TOGETHER WITH:

O.R. 942 PG 1025

EASEMENT PARCEL NO. 4

A PART OF LOTS 23, 24, 25 AND 26, "THE PRESERVE", AS PLATTED AND RECORDED IN MAP BOOK 25, PAGES 60 THROUGH 66 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 23; THENCE S. 57° 48' 09" W., ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 30.00 FEET TO THE NORTHERLY TERMINUS OF AN EXISTING DRAINAGE CONTROL LINE (AS SHOWN ON SAID PLAT OF "THE PRESERVE"); THENCE S. 09° 05' 56" W. (S. 09° 14' 44" W. BY PLAT), ALONG SAID DRAINAGE CONTROL LINE, A DISTANCE OF 33.54 FEET (33.12 FEET BY PLAT) TO AN ANGLE POINT IN SAID DRAINAGE CONTROL LINE, THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID DRAINAGE CONTROL LINE, THE FOLLOWING FOUR COURSES: (1) S. 12° 06' 38" E., A DISTANCE OF 113.09 FEET; (2) S. 03° 09' 11" E., A DISTANCE OF 132.58 FEET; (3) S. 09° 42' 44" W., A DISTANCE OF 123.36 FEET; (4) S. 10° 44' 09" W., A DISTANCE OF 167.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE AFORESAID LOT 26; THENCE N. 50° 53' 55" W., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 97.18 FEET; THENCE N. 22° 15' 00" E., A DISTANCE OF 65.02 FEET; THENCE N. 44° 19' 08" E., A DISTANCE OF 76.54 FEET; THENCE N. 28° 46' 12" E., A DISTANCE OF 56.24 FEET; THENCE N. 10° 34' 11" E., A DISTANCE OF 44.53 FEET; THENCE N. 00° 53' 32" W., A DISTANCE OF 126.23 FEET; THENCE N. 09° 17' 10" W., A DISTANCE OF 117.02 FEET; THENCE N. 12° 17' 13" E., A DISTANCE OF 18.03 FEET TO THE POINT OF BEGINNING; CONTAINING 0.34 ACRE, MORE OR LESS.

EASEMENT PARCEL NO. 5

A PART OF LOTS 27 THROUGH 34, "THE PRESERVE", AS PLATTED AND RECORDED IN MAP BOOK 25, PAGES 60 THROUGH 66 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 34 WITH THE EXISTING DRAINAGE CONTROL LINE AS SHOWN ON SAID PLAT OF "THE PRESERVE"; THENCE S. 40° 00' 54" E., A DISTANCE OF 110.87 FEET; THENCE S. 36° 31' 33" E., A DISTANCE OF 255.02 FEET; THENCE S. 20° 45' 56" W., A DISTANCE OF 112.02 FEET; THENCE S. 24° 42' 45" W., A DISTANCE OF 57.40 FEET; THENCE S. 27° 41' 16" W., A DISTANCE OF 97.62 FEET; THENCE S. 16° 11' 11" W., A DISTANCE OF 76.13 FEET; THENCE S. 24° 16' 08" W., A DISTANCE OF 29.54 FEET; THENCE S. 51° 39' 55" W., A DISTANCE OF 53.74 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF AFORESAID LOT 27; THENCE N. 54° 46' 04" W., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 155.78 FEET TO AN INTERSECTION WITH THE AFORESAID DRAINAGE CONTROL LINE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID DRAINAGE CONTROL LINE, THE FOLLOWING SEVEN COURSES: (1) N. 54° 04' 15" E., A DISTANCE OF 258.40 FEET; (2) N. 40° 33' 12" E., A DISTANCE OF 74.76 FEET; (3) N. 26° 54' 05" E., A DISTANCE OF 62.46 FEET; (4) N. 18° 03' 03" W., A DISTANCE OF 70.58 FEET; (5) N. 35° 19' 36" W., A DISTANCE OF 82.50 FEET; (6) N. 35° 41' 43" W., A DISTANCE OF 109.18 FEET; (7) N. 35° 36' 17" W., A DISTANCE OF 110.03 FEET TO THE POINT OF BEGINNING; CONTAINING 0.79 ACRE, MORE OR LESS.