

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
LAF-TJF IV, LTD PROPERTY
WITHIN PARCEL A OF THE CORRIDORS AT PONTE VEDRA
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO PUD ORDINANCE 75-15, AS AMENDED**

WHEREAS, it is found that:

- a. The Final Development Plan for the LAF-TJF IV Ltd. Property (the "Property"), as submitted by LAF-TJF IV, Ltd., has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance;
- b. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 11-7-96, 1996;
- c. The request is consistent with the Comprehensive Plan, the PUD cited above ("PUD") and is compatible with development patterns in the surrounding area; and
- d. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance.

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

Section 1. Pursuant to a request for approval to construct up to 240,000 SF of commercial/office made by the applicant in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning agency, the legal description attached hereto as Exhibit A, the Final Development Plan attached hereto as Exhibit B relating to that portion of the PUD, and which is known as the LAF-TJF IV Ltd. Property, is hereby approved in reliance upon, and in accordance with the representation and statements made in such application in the Final Development Plan Narrative attached hereto as Exhibit C, and in sections of the Covenants and Restrictions attached hereto as Exhibit D, and based on the above-referenced findings which are hereby incorporated herein by reference.

Section 2. Except to the extent that they conflict with specific provisions of an approved Final Development Plan (FDP), the PUD Ordinance, or the Development of Regional Impact Development Order (DRI/DO), all building code, zoning ordinance, and other land use and development regulations of St. Johns County, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or

exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Resolution which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule or Resolution shall be enforced by the county under this resolution except as specifically provided for and described in this Resolution or the incorporated FDP narrative.

Section 3. Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Engineering Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained. Specifically, filling and grading of portions of the Property may be commenced subject to the approval of construction plans for such activity by the Engineering Department. Further, when approval for permanent or vertical construction is requested, the existing property conditions, prior to filling and grading, will be used to establish pre-development conditions for drainage analysis. Permanent construction on this Property may be phased provided the total development is not exceeded, and applicable County and permit requirements can be met at each phase of development. This Property may also be subdivided provided all successors and assigns are obligated to the conditions and requirements of this FDP.

Section 4. All attachments included herein are incorporated herein and made a part of this resolution.

ADOPTED on 26th day of November, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: 

Deputy Clerk

EFFECTIVE DATE: November 26, 1996

P. U. D. OFF. REC.
BOOK 5 PAGE 741

EXHIBIT A TO THE RESOLUTION
LEGAL DESCRIPTION

Exhibit "A"

P. U. D. OFF. REC.

LEGAL DESCRIPTION ~~BOOK~~ **J** PAGE **742**

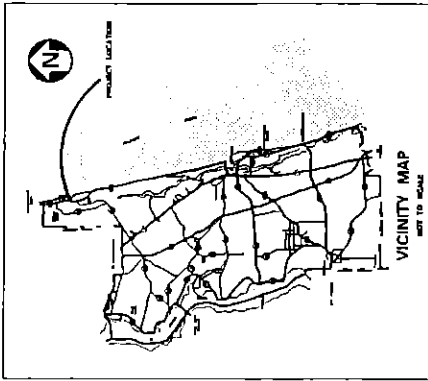
A PORTION OF SECTION 34 AND A PORTION OF SEBASTIAN ESPINOSA GRANT, SECTION 42, AND A PART OF THE SANCHEZ OR HILL GRANT, SECTION 47, AND A PORTION OF THE HILL OR FITCH GRANT OR SANCHEZ GRANT, SECTION 52 AND A PORTION OF THE CHRISTINA OR FITCH GRANT, SECTION 51, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF T.P.C. BOULEVARD AS PLATTED AS PARCEL 'A' OF WATER OAK SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGES 51, 52, 53, AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE WESTERLY RIGHT OF WAY OF STATE ROAD A-1-A (AS NOW ESTABLISHED AS A 200' RIGHT OF WAY); THENCE S.00°40'10"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 863.72 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE S.07°09'54"W., CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 526.58 FEET; THENCE S.82°50'06"E. A DISTANCE OF 425.52 FEET; THENCE N.04°20'17"W., A DISTANCE OF 143.98 FEET; THENCE N.06°38'23"E., A DISTANCE OF 1,215.73 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF T.P.C. BOULEVARD, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.36 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.83°38'37"E. AND A CHORD DISTANCE OF 138.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°19'50"E A DISTANCE OF 230.36 FEET TO THE POINT OF BEGINNING. CONTAINING 12.93 ACRES MORE OR LESS.

P. U. D. OFF. REC.
BOOK J PAGE 743

EXHIBIT B TO THE RESOLUTION
FINAL DEVELOPMENT PLAN MAP

DEVELOPMENT SUMMARY
OFFICECOMMERCIAL 240,000 SF

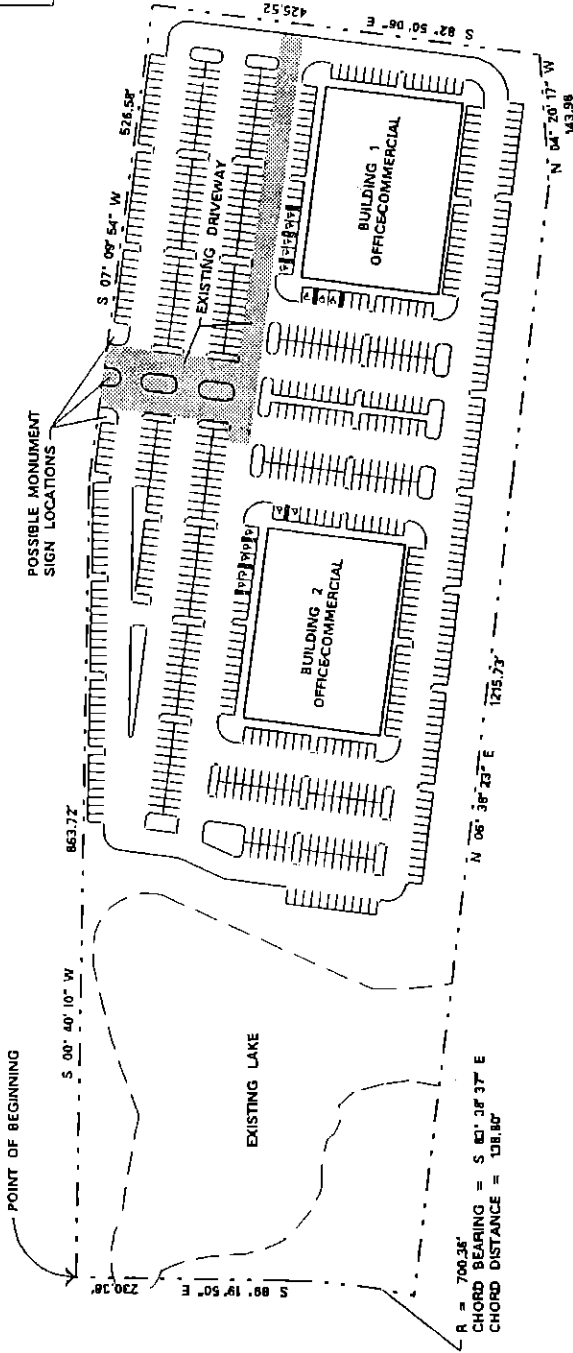


LEGEND
 - - - - - PROPERTY BOUNDARY
 - - - - - LAKE BOUNDARY

P. U. D. OFF. REC.
BOOK **J** PAGE **744**



SCALE: 1" = 100'



NOTES:

1. THE SITE PLAN IS CONCEPTUAL. THE BUILDINGS, PROPOSED ROADWAYS, AND PARKING AREAS MAY BE SHIFTED AND/OR MODIFIED ON THE CONSTRUCTION PLANS SUBJECT TO COUNTY ENGINEERING APPROVAL AND PROVIDED THE TOTAL SQUARE FOOTAGE OF THE BUILDINGS ARE NOT INCREASED.
2. CONSTRUCTION PLANS MAY BE SUBMITTED IN PHASES PROVIDED ALL COUNTY AND PERMIT REQUIREMENTS ARE MET FOR EACH PHASE.

NO.	DATE	DESCRIPTION	BY
1	9/9/98	PER DRC COMMENTS	AZ
2	10/29/98	PER DRC COMMENTS	AZ

SCALE: 1" = 100'

DESIGNED BY: A. ZARKA

DRAWN BY: A. ZARKA

CHECKED BY:

EXHIBIT "B" TO RESOLUTION _____

FINAL DEVELOPMENT PLAN

LAF - T.J.F. IV PROPERTY WITHIN THE CORRIDORS AT PONTE VEDRA FOR LAF - T.J.F. IV, LTD.

BHR
 BESSENT, HAMMACK & RUCKMAN, INC.
 CONSULTING AND DESIGN ENGINEERS
 1900 CORPORATE SQUARE BLVD.
 JACKSONVILLE, FLORIDA 32216
 PHONE 904.741.1999

DRAWING 1 of 1

DATE: JULY 1998

PROJECT NO.: 96070

P. U. D. OFF. REC.
BOOK J PAGE 745

EXHIBIT C TO THE RESOLUTION

FINAL DEVELOPMENT PLAN NARRATIVE
LAF-TJF IV, LTD PROPERTY
WITHIN THE CABALLOS DEL MAR PUD
PUD ORDINANCE 75-15, AS AMENDED

Submitted by:

LAF-TJF IV, LTD.

Prepared: FEBRUARY 1996
Revised: AUGUST 8, 1996
Revised: SEPTEMBER 9, 1996
Revised: OCTOBER 8, 1996
Revised: OCTOBER 29, 1996

LAF-TJF IV, Ltd. hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a Final Development Plan (the "Final Development Plan") for the LAF-TJF IV, Ltd. Property (the "Property"). The Final Development Plan consists of a legal description identified as Exhibit A, a one page map identified as Exhibit B to the Resolution (the "Map"), this text identified as Exhibit C to the Resolution (the "Narrative"), and sections of the Declaration of Covenants and Restrictions identified as Exhibit D. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to PUD Ordinance 75-15, as amended and known as the Caballos del Mar PUD. The area encompassed by this Final Development Plan is located along the west side of State Road (S.R.) A1A. It occupies a portion of Parcel 32 as shown on the approved Master Plan. Development of this land is consistent with the Master Plan Map and all other requirements of the DRI/PUD.

Permanent construction under this FDP may commence when the applicant has obtained the necessary local, state and federal permits, and has obtained Public Works Department approval of signed and sealed construction plans, as required. Construction may be approved in phases subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained. Specifically, filling and grading of portions of the Property may be approved subject to the approval of construction plans for such activity by the Public Works Department. Further, when approval for permanent or vertical construction is requested, the existing property conditions, prior to filling and grading, will be used to establish pre-development conditions for drainage analysis. Permanent construction on this Property may be phased provided the total development is not exceeded, and applicable County and permit requirements can be met at each phase of development. This Property may also be subdivided provided all successors and assigns are obligated to the conditions and requirements of this FDP.

8-4-1 Density of Development

The Final Development Plan Map depicts the general configuration and location of buildings, driveways and parking areas to be constructed on this Property. Development on this ±13-acre site shall include up to 240,000 SF of commercial/office uses as allowed under Commercial General.

8-4-2 Open Space

There is no open space identified on this commercial property.

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

Except as otherwise provided for in the DRI and PUD, all development which is to occur on this Property will comply with the spirit and intent of the Zoning Ordinance. The building setbacks, as measured from the vertical walls of the buildings to the applicable property boundary, shall be as follows: Front - 25 feet from right-of-way and 10 feet from internal driveways or parking areas; rear - 10 feet from property line; side - 10 feet from property line. Accessory uses such as decks, sidewalks, drives, etc., may be located within the setbacks identified above. A minimum of 10 feet shall be provided between the walls of adjacent buildings to meet fire code.

Temporary construction/sales trailers may be used within this development during the construction period. Construction trailers are to be removed no later than 30 days after the buildings or improvements are completed and approved by St. Johns County.

Signs may be located along S.R. A1A and along internal drives; locations and dimensions will be determined at the time of permitting. Sign elements will be placed a minimum of five (5) feet from the outside edge of travel lanes. Signs may be landscaped and lighted. Traffic control signs will be shown on the construction plans. The signs shall comply with the County sign ordinance. The maximum height shall be 20' and the maximum total area 300 square feet.

The height limitation within this Final Development Plan will be 46 feet in accordance with DRI/PUD. Any building above 35 feet will require sprinklers unless such requirement is waived by the Fire Marshall or Board of County Commissioners.

8-4-4 Project Size

The Caballos del Mar PUD consists of ±3,170 acres. This Final Development Plan consists of ±13 acres.

8-4-5 Support Legal Documents for Open Space

There is no open space located on this commercial property. The existing lake is part of the master stormwater system for Sawgrass Players Club. Adequate management and maintenance will be assured by the following provisions in the Covenants:

- a. Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc. (Article III, Section 1)
- b. Appropriately limit the use of common property. (Article III, Section 2)
- c. Place responsibility for management and maintenance of common property. (Article VI, Section 2)
- d. Place responsibility for enforcement of covenants. (Article X, Section 1)
- e. Permit the subjection of each lot to assessment for its proportionate share of maintenance costs. (Article V, Section 1)

There may also be common areas that will be maintained by a property owners' association. Adequate management and maintenance will be assured by recording appropriate covenants and restrictions prior to the sale of any parcels.

8-4-6 Access

Access to the site will be via an existing private driveway as shown on the Map.

8-4-7 Privacy

No residential development is included on this Property. Fences, walks and landscaping shall be provided for the protection and aesthetic enhancement of the Property. Landscaping shall be in accordance with the Landscape Ordinance.

8-4-8 Community Facilities

- a. All utility facilities proposed for dedication to St. Johns County must be acceptable by the County as to the size, shape, location, and shown by the applicant to be of benefit to the general public.
- b. Requirements for off-street parking and loading as set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans. The fire hydrants to be installed pursuant to this Final Development Plan shall meet County standards and must be approved by the County Fire Coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.
- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 96-40 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance 96-40, as amended.

9-1-1 Drainage

The existing lake is part of the permitted Sawgrass Players Club master stormwater system. Drainage design for this property shall conform to the requirements of Ordinance 96-40, as amended, and the SJRWMD MSSW Permit, and shall be included in the construction plans.

9-1-2 Separation from Walkway and Street

Off-street parking and loading facilities shall be separated from walkways, sidewalks, streets, or alleys by a wall, fence, curbing, landscaping, earthen mounds, or other approved screening device.

9-1-3 Entrance and Exits

The location and design of the entrances and/or exits to all streets will be in accordance with County specifications.

9-1-4 Interior Drives

Minimum width of interior drives shall conform to the requirements in Ordinance 96-40.

9-1-5 Marking of Parking Spaces

Parking spaces shall be marked, by painted lines or curbs or other means to indicate individual spaces. Accessible parking spaces shall be designed and constructed in conformance with the Florida Accessibility Code. Signs or markers shall be used as necessary to ensure efficient traffic operation of the lots.

9-1-6 Lighting

Adequate lighting shall be provided if off-street parking or loading facilities are to be used at night. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 Screening

There are no off-street parking spaces for ten or more automobiles located closer than 40 feet to a lot zoned residential.

9-2 Location

The required off-street parking facilities will be provided on this Property. The location shown on the FDP may be modified on the construction plans subject to Public Works Department approval.

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

The off-street parking spaces provided shall be in accordance with the requirements of Section 9-3-1 of the Zoning Code, as follows:

Office/Commercial		
1 space per 500 sq. ft.	=	480 spaces
Plus 1 space/two employees		
1 employee per 500 sq. ft.	=	<u>240 spaces</u>
Total spaces required		720 apaces

The number of spaces provided exceeds the requirement.

For accessible spaces:

Spaces required = 2% of total = 15 spaces

The number of accessible spaces provided meets the requirement.

9-4-1 Off-Street Loading Requirements

The off-street loading requirements specified in 9-4-1 shall be met and locations shown on the construction plans.

APPLICANT'S REPRESENTATIVE

By: Daniel R. Smith

P. U. D. OFF. REC.
BOOK J PAGE 251

EXHIBIT D TO THE RESOLUTION
COVENANTS AND RESTRICTIONS

Recorded in Public Records St. Johns County, FL
Clerk# 95013581 O.R. 1108 PG 666 04:00PM 05/11/95
Recording \$133.00 Surcharge \$17.00

P. U. D. OFF. REC.
BOOK J PAGE 752

AMENDED AND RESTATED DECLARATION OF COVENANTS
FOR THE PLAYERS CLUB AT SAWGRASS

This Amended and Restated Declaration of Covenants and Restrictions for the Players Club at Sawgrass is made effective April 26, 1995, by THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC., a Florida corporation not-for-profit and ARVIDA/JMB PARTNERS, a Florida general partnership.

RECITALS:

- A. The Declaration of Covenants for the Players Club at Sawgrass has been recorded against certain real property located in St. Johns County, Florida, in Official Records Book 498 at page 508 of the current public records of St. Johns County, Florida, and has been subsequently amended and supplemented (said declaration and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "Prior Declaration").
- B. The Inlet Beach Community Covenants have been recorded against certain real property located within St. Johns County, Florida, in Official Records Book 315 at page 535 of the current public records of St. Johns County, Florida, and have been subsequently amended and supplemented (said covenants and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "Prior Inlet Beach Covenants").
- C. The Inlet Beach Community Covenants - Volume II have been recorded against certain real property located within St. Johns County, Florida, in Official Records Book 433 at page 571 of the current public records of St. Johns County, Florida and have been subsequently supplemented and amended (said covenants and all amendments and supplements thereto which have been recorded prior to the effective date hereof are herein referred to as the "Prior Inlet Beach Covenants II").
- D. The Developer is the successor to Arvida Corporation, a Delaware corporation, with respect to the rights of the Developer set forth in the Prior Declaration, the Prior Inlet Beach Covenants, and the Prior Inlet Beach Covenants II.
- E. Pursuant to Article X, Section VII of the Prior Declaration, the Developer has the right to unilaterally amend the Prior Declaration without the consent or joinder of any other party. Pursuant to Article VIII, Section 8.1 of the Prior Inlet Beach Covenants and the Prior Inlet Beach Covenants II, said covenants may be amended by a duly recorded instrument executed by the President and Secretary of the Association upon the affirmative vote of the Developer as the Class B Member of the Association.
- F. The Developer is presently the sole Class B Member of the Association.
- G. The Developer and the Association desire to completely amend and restate all provisions of the Prior Declaration, the Prior Inlet Beach Covenants, and the Prior Inlet Beach Covenants II, as more particularly stated hereafter. However, except as specifically provided herein, none of the parties hereto intend to expand, waive or otherwise relinquish any rights which exist under the Prior Declaration, the Prior Inlet Beach Covenants, and the Prior Inlet Beach Covenants II or which may be enforceable

Prepared By:
C. GUY SOND
121 W. Forsyth St., Suite 600
Jacksonville, Florida 32202

Record and Return To:
C. GUY SOND
121 W. Forsyth St., Suite 600
Jacksonville, Florida 32202

ARTICLE III

P. U. D. OFF. REC.

COMMON PROPERTY

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Section 1. Title to Common Area. The Association shall hold the title (or easements) to roads, lakes and canals and other common areas which are, or have been designated, for the use or benefit of all of the Owners of the Property in accordance with the Master Plan, subject to taxes for the year of conveyance, restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, non-exclusive use rights of the members of the Existing Master Associations and such other non-exclusive use rights as may be granted prior to Association accepting title to such Common Areas.

Section 2. Owners' Easements Of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

- (a) the right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;
- (e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and
- (f) easements and other matters referenced in Section 1 of this Article III, in Article VIII and in Article IX hereof.
- (g) the rights of the Class C membership in and to the Common Area, which rights are the non-exclusive right of reasonable ingress and egress from any publicly dedicated right-of-way over and upon the roadways owned by the Association to any Commercial Unit owned by such Class C Member for the benefit of such Class C Member, its invitees, agents, employees, tenants and designees. Such reasonable means of ingress and egress shall be subject to the reasonable control of the Association for controlled access purposes. Nothing contained in this Declaration shall be construed to grant to a Class C Member or its invitees, agents, employees, tenants or designees the right to use of and access to other Common Areas of the Property, except as is necessary for ingress and egress, unless specifically granted by the Association.

ARTICLE IV

PLAYERS CLUB MASTER ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC., in accordance with its Articles of Incorporation and Bylaws. The

Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, the exercise of architectural control of improvements constructed within the Property and for membership and voting rights in the Association.

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ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot or Commercial Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and The Players Club at Sawgrass and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, the cost of road and lake maintenance, controlling access, pump station maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment. Annually, the Board of Directors of the Association shall fix the assessments which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Rate of Assessments.

(a) The rate of the annual assessment which shall be levied against the following categories of the Property shall be as follows:

1. A Residential Dwelling Unit shall be assessed an annual assessment amount as established by the Board of Directors.
2. A Residential Lot shall be assessed an annual assessment amount as established by the Board of Directors, but in no event shall said assessment exceed one-half (1/2) of the annual assessment of a RDU.
3. A Commercial Unit shall be assessed an annual assessment amount as established by the Board of Directors equal to the assessment of one (1) RDU for each 10,000 square feet of heated and air conditioned space constituting such Commercial Unit. For purposes of this subsection all Commercial Units shall be rounded to the nearest 10,000 square feet for each fraction of such square footage

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proportions of the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect Of Non-Payment Of Assessment: The Lien: Remedies Of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination Of The Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit or Residential Lot) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any Property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property or members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association and members of the Existing Master Associations at the discretion of the Board.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit, Residential Lot or Commercial Unit needing same in the Association's opinion. Exterior maintenance includes, without limitation, painting, repairs, replacing or repairing roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that

to the extent such maintenance is required to be performed and is actually performed by another property owner's association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

P. U. D. OFF. REC.
BOOK PAGE 756

Section 2. Maintenance Duties Of Other Homeowner Associations Or Class C Members. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision properties or other portions of the Property, or any Class C Member, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable Property in a first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association or Class C Member in such respect that the association or Class C Member has refused or failed to act whether against all Property maintained by such association or Class C Member or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association or Class C Member.

Section 3. Assessment Of Cost. The cost of maintenance performed by the Association as provided in Sections 1 and 2 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE VII

SAWGRASS PLAYERS CLUB ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aeriols, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of the Association, or by the applicable Architectural Control Committee ("ACC") thereof in accordance with the provisions of the Bylaws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval or disapproval, if any, of any property owner's association for the area in which any such portion of the Property is located. If the Association or the architectural review board thereof shall determine, in its sole discretion, that any such improvements will not have an adverse impact upon areas located outside the jurisdiction of such property owners association or will not affect subdivision or condominium buffer areas, subdivision or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association shall be dispositive.

Section 10. Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ACC.

Section 11. Animals. All domestic animals shall be kept under control by the Owner at all times and leashed when upon the Property. Domestic 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 animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 12. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Association with respect to parties aggrieved by such failure.

Section 13. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Developer and/or the Association and/or Owners in addition to all other remedies, the right to impose fines to be collected by the Association in the manner provided for assessments set forth in Article V hereof, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

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ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer or the Owner of any Property subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date the Prior Declaration was recorded. Upon the expiration of said thirty (30) year period, this Amended and Restated Declaration may be extended for successive additional periods if a majority of the Members, voting at a duly called and constituted meeting of the Membership noticed specifically for such purpose, vote in favor of extending this Amended and Restated Declaration. The length of each extension shall be established by such vote. Violation or breach of any condition, covenant or restriction herein contained, or of any rule duly promulgated by the Association, shall give the Association, the Developer and/or the Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, restrictions, or rules, and to prevent the violation or breach of any of them, and the expense of such enforcement shall be borne by the then Owner or Owners of the subject property. The expense of enforcement of such covenants, restrictions or rules shall

include reasonable attorneys' fees incurred by the Association or the Owners in seeking such enforcement, regardless of whether litigation is instituted.

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In addition to all other remedies, and to the maximum extent allowed by law, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(i) The Association shall notify the Owner of the alleged infractions in writing. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present, if he so chooses, orally or in writing, argument as to why a fine should not be imposed. At least six (6) days prior notice of such meeting shall be given. Failure to appear at such meeting or to submit written argument may be considered by the Board of Directors in resolving the matter.

(ii) At a regular or special meeting, the alleged infractions shall be presented to the Board of Directors, after which the Board of Directors shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Director's meeting. At the special meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(iii) The Board of Directors may levy fines as follows:

(a) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(b) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(c) Third or subsequent non-compliance or violation, or those which are of a continuing nature after not less than two (2) prior written notices thereof have been delivered to the Owner: a fine not in excess of One Thousand Dollars (\$1,000.00).

provided that such fines may not exceed the amounts provided by applicable law.

(iv) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(v) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots or Commercial Unit or Units owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to these covenants.

(vi) All monies received from fines shall be allocated as directed by the Board of Directors.

(vii) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all others rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

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96 DEC -4 PM 2: 24

Paul "Bowl" Mankel
CLERK OF CIRCUIT COURT

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.