

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

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Public Records of
St. Johns County, FL
Clerk # 2005089729,
O.R. 2570 PG 129-131
10/26/2005 at 03:08 PM,
REC. \$13.00 SUR. \$14.00

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAKESIDE (PATIO HOME LOTS), RECORDED IN OFFICIAL RECORDS BOOK 652,
PAGE 1562, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

THIS AMENDMENT to the Declaration of Covenants and Restrictions for Lakeside (Patio Homes Lots) (the "Declaration") recorded in Official Records Book 652, page 1562 of the current public records of St. Johns County, Florida, is made this 26th day of October, 2005 by **LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, Declarant executed and caused to be recorded the Declaration in Official Records Book 652, Page 1562 of the current public records of St. Johns County, Florida. Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association, the Association became successor-in-interest to the Declarant; and

WHEREAS, pursuant to the provisions of Article XIV, Section 14.4 of the Declaration, the Declaration may be changed in whole or in part by the agreement of two-thirds of the then owners of the Property; and

WHEREAS, the Association has obtained the written approval of at least two-thirds of the then owners of the Property.

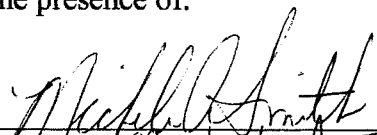
NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

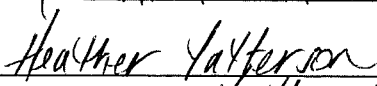
1. Article X, Section 10.5 is hereby amended, restated and replaced in its entirety as follows:

3. Except as modified in this instrument, all terms and conditions of the Declaration, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered
in the presence of:


Printed Name Michele A. Smith


Printed Name Heather Patterson

**LAKESIDE PATIO HOMES HOMEOWNERS
ASSOCIATION, INC.,**
a Florida Not for Profit Corporation,

By 
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25 day of Oct, 2005, by Susie Mullins as the President of Lakeside Patio Homes Homeowners Association, Inc, a Florida non profit corporation, on behalf of the corporation. He/She is personally known to me or has produced personally known as identification.



Mary C. Callaway
Commission #DD248483
Expires: Sep 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


NOTARY PUBLIC

"Motor Vehicles and Boats. No boats, recreations 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, except that motor vehicles may be parked in the driveway if the number of permanent occupants of the Lot who are licensed drivers exceeds the number of garage spaces, in which case motor vehicles may be parked in the driveway of that Lot. 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."

2. Article XIV, Section 14.1 is hereby amended, restated and replaced in its entirety as follows

"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, Players Club Association 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. In addition, the Developer or the Association, may levy reasonable fines, not to exceed \$ 100 per violation, against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. In any action to recover a fine, 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. For purposes of this Section, expenses of litigation shall include reasonable attorneys' fees and costs incurred by Developer, the Association or both in seeking enforcement."

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. This section does not deprive any person of any other available right or remedy. "

Susie's

Draft #4
Players Club Unit One
CSG/2-10-84

LakeSide

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
LAKESIDE
(Patio Home Lots)

THIS DECLARATION, dated _____, 1984, is made by PALMETTO POINT DEVELOPMENT CORPORATION, a South Carolina corporation, the owner of fee simple title to all of the real property included within Players Club Unit One as described on the plat recorded in Map Book 15, pages 60 through 62, of the Public Records of St. Johns County, Florida ("Players Club Unit One"). Palmetto Point Development Corporation hereby declares that all of Players Club Unit One 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 Players Club Unit One 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 LakeSide 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. LakeSide Patio Homes Homeowners Association, 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. Palmetto Point Development Corporation, a South Carolina corporation, and its successors and assigns.

Section 2.4 Subdivision or Property. Players Club Unit One together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

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 Improved Lot. Any Lot upon which improvements have been completed as evidenced by issuance of a certificate of occupancy or equivalent authorization issued by St. Johns County.

Section 2.7 Unimproved Lot. Any Lot which is not an Improved Lot.

Section 2.8 Owner. A person who is a record owner of a Lot.

Section 2.9 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the members of the Association. The Common Property shall specifically include Tract A as shown on the plat of Players Club Unit One, the extension of the roadway serving the subdivision up to its intersection with the pavement of TPC Boulevard, and the easement area (together with any stop signs, entry features or other similar improvements) defined in that certain grant of easement made by Arvida Corporation and recorded in Official Records Book 624, page 22, of the Public Records of St. Johns County, Florida.

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) 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.

Section 2.11 Players Club Covenants. The Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, pages 508 through 545, of the Public Records of St. Johns County, Florida.

Section 2.12 Players Club Association. The Sawgrass Players Club Association, Inc., a Florida non-profit corporation, its successors and assigns.

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 additional land shall either be open space to become part of the Common Property or shall be platted as single family residential lots when the property is made subject to this Declaration (c) 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 (d) 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 maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the 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.

4.1.6 Each Lot shall be provided access via a driveway that may lie 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 4.4.

Section 4.2 Common Walls. The Owner of each Lot (for purposes of this section 4.2, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this section 4.2, the "Dominant Lot") the right and easement to use any exterior wall of a residence located on the Servient Lot which faces the Dominant Lot and which is located on or within two (2) feet of the Lot line between them (the "Common Wall"), for support of the Dominant Lot owner's hanging plants, shelves, and other similar structures approved by the ARB (as hereinafter defined) so long as the same will not structurally injure the supporting wall and the right to use any portion of the Servient Lot lying between the Lot line and the Common Wall as a portion of the yard of the Dominant Lot. Maintenance of the exterior of the wall of each Servient Lot, of any structure affixed thereto by the Owner of the Dominant Lot, and of any portion of the Servient Lot lying between the Lot line and the Common Wall shall be the sole responsibility of the Owner of the Dominant Lot. The Owner of the Dominant Lot shall be responsible for any damage of the residence located on the Servient Lot occasioned by the affixment. Upon removal of the structures, the owner of the Dominant Lot shall return the wall to its original condition, less normal wear and tear. Further, the Owner of the Dominant Lot shall not use the wall of the Servient Lot in a way which interferes with the Servient Lot Owner's use and enjoyment of the interior of his residence.

Section 4.3 Easement Across Adjacent Residential Parcels. As the nature of "Zero" Lot line housing necessitates the entry into adjacent Lots for the purpose of maintaining dwellings, each Owner, by acceptance of his deed, grants the adjacent Owner or it's agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent dwelling or other improvements but for no other purpose. Such entry shall be in a reasonable manner and at reasonable hours. Any dispute regarding the exercise of such easement rights shall be settled by decision of the Board.

Section 4.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, 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.

Section 4.5 Easements For Eaves, Court Yard Walls and Other Projections. As the nature of "Zero" lot line housing permits construction of dwelling units on or near lot lines, the eaves and other similar projections of some dwelling units in LakeSide as constructed by Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this section 4.5, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.5, the "Dominant Lot") a perpetual easement over such portion of each Servient Lot as is necessary to accomodate the eaves and other similar projections

as originally constructed by the Developer to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than five (5) feet into any Servient Lot. In the event of destruction of the dwelling on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as the dwelling originally constructed on the Dominant Lot by the Developer.

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 Area. It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and servicable 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 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 improvement 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 a lot within the Subdivision, other than the Developer, hereby covenants, and by acceptance of a deed therefore, 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) (other than Lot(s) owned by Developer) 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. Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved 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. The first annual assessment for the Subdivision shall not exceed \$45.00 per month per Improved Lot. Thereafter, the annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15% unless approved by a vote of two-thirds (2/3) of the members of the Board.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 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 (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

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 Developer Guarantee Period (as defined below) the Improved or Unimproved Lots owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association. The Developer shall, however, guarantee that the first annual assessment for the Subdivision shall not exceed \$45.00 per month per Improved Lot and that subsequent annual assessment during the Developer Guarantee Period shall not exceed the annual assessment for the previous year by more than fifteen percent (15%). During the Developer Guarantee Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer at assessment rates equal to or less than the guarantee levels. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Developer Guarantee Period. The Developer Guarantee Period shall begin upon recordation of this declaration and shall run for a period of twelve (12) months thereafter unless the Developer conveys 16 or more Lots within such period in which case the Developer Guarantee Period shall end upon conveyance of the 16th Lot. In no event shall the Developer Guarantee Period last longer than a total of thirty (30) months.

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, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. 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. The payment schedule and due date of any assessment 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 an 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 include only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, 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, the Assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

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 or real estate investment trust 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 remain 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, charge and lien 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.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien except as provided in Section 6.7 hereof.

ARTICLE VII
OTHER HOMEOWNERS ASSOCIATIONS AND RESTRICTIONS

Section 7.1 Players Club at Sawgrass. There is an additional homeowner's association to which Owners of Lots in the Subdivision will become members automatically upon the acceptance of a deed to a Lot. The Players Club Association represents residents of the Players Club at Sawgrass, including the Subdivision, and its members are those persons appointed or elected in accordance with its articles of incorporation and bylaws. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the Players Club Covenants. P.1

Section 7.2 Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Declaration of Covenants for the Players Club at Sawgrass.

Section 7.3 Responsibilities of this Association. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and under any other documents relevant to the Property, the Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association 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, benefiting 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. 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 on all respects, together with interest and fees for the cost of collection as provided for in Section 6.11, and shall be subordinate to mortgage liens to the extent provided by Section 6.12.

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 CONTROL OF SUBDIVISION
AND ARCHITECTURAL REVIEW BOARD

Section 9.1 Necessity of Architectural Review and Approval. Except for the initial construction of improvements upon the Lots, if any, by Developer no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement 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 by the Players Club Association in accordance with its Bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 9.2 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in 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 ARB not appointed by Developer shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect and building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member

thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 9.3 Powers and Duties of the ARB. The ARB 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 ARB at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the ARB, 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 the ARB of four (4) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, marsh walkway or observation deck, landscape device or object, driveway or other improvement, the construction or placement of which is proposed upon any Lot within the Property, signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB 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 a decisions of the ARB 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 any such decision shall be dispositive as to Association approval.

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

Section 9.4 Players Club Association Architectural Control. In addition to the architectural and landscaping control requirements established by this Declaration, each Lot is subject to the architectural control of the Players Club Association as provided in the Players Club Covenants. It shall be each Owners responsibility to apply to and receive approval from the Players Club Association prior to construction of any improvements or alteration with the Subdivision. Any architectural review conducted by the Association is subject to review by the Players Club Association Architectural Review Board ("PCAARB"). The decision of the PCAARB shall be final and supersede any decision of the Association or ARB.

Section 9.5 Compensation of ARB. Members of the ARB shall serve without compensation so long as the Developer retains the right to appoint the members of the ARB. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the ARB, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

Section 9.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, Association, Players Club Association, ARB, or PCAARB contemplated under this Article, neither the Developer, the Players Club Association, PCAARB, ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Players Club Association, PCAARB, Association or the ARB.

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 Subdivision and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Except for the initial construction of improvements upon any Lot by Developer, no building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB 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 ARB shall first have 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 at least ninety-five percent (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 Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which

all portions of the divided or subdivided Lot(s) 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 improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted lot according to recorded plats of the Subdivision unless the ARB gives its prior written consent.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the ARB. No tents, trailer, 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 10.3 Layout. As the nature of '0' Lot Line and cluster housing tends to facilitate construction of dwelling both directly behind and directly beside other dwelling, no specific side setback lines are established by this Declaration. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. Developer reserves the right to establish specific set-back lines applicable to any unsold Lots in the Subdivision.

Section 10.4 Lot Coverage. No improvement which covers more than 75% of the Lot shall be constructed on any Lot. In calculating the Lot coverage, the square footage comprising the dwelling, garage area, approved detached buildings and any area covered by an awning or cabanas which serve the function of a building shall be included. Lot coverage shall exclude screened enclosures not having a roof impervious to weather.

Section 10.5 Motor Vehicles and Boats. No boats, recreations 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. Commerical 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 10.6 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 televisions, 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 10.7 Antenna. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building on any Lot. Antennas, if any, shall be built into the attic space of the home.

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Section 10.8 Lakes; Maintenance Easement. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the Subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such lakes shall require the written consent of the Developer and the Players Club Association. The Developer and the Players Club Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi and in on such lakes. No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Players Club Association or architectural control committee thereof. No gas or diesel driven boat shall be permitted to be operated on any lakes. Lots which now, or may hereafter be, be adjacent to a lake (the "Lake Lots") shall be maintained by the Owners of such lots and any Common Property embankments shall be maintained by the Association so that grass, planting or other lateral support to prevent erosion of the embankment of the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Players Club Association or architectural control committee thereof. The area, if any, between the rear Lot line of any Lake Lot and the water's edge of any lake shall also be maintained by the Owner of said Lake Lot as if said area were a portion of the Lot owned and shall be landscaped and/or sodded by said Owner. If the Owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Players Club Association or its agent or representative shall have the right, but no obligation, to enter upon any such Lake Lot or area to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Subdivision or adjacent thereto, subject to the right of Developer or the Players Club Association to adopt reasonable rules and regulations from time to time in connection with use of the lakes by Owners and Members of the Players Club Association. The Players Club Association or the Developer shall have the right to deny such use to any person who in the opinion of Developer, or in the opinion of the Players Club Association may create or participate in the disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Players Club Association, as may be designated by Developer or the Players Club Association from time to time.

Section 10.9 Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse 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. 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. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter to 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 detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VIII hereof.

Section 10.10 Casualty Damages. 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 10.11 No Further Subdivision. No Lot shall be divided, subdivided or reduced in size.

Section 10.12 Trees. No tree or shrub, the trunk of which exceeds four inches in diameter, at one (1) Lot above natural grade, shall be cut down, destroyed or removed from the Lot without the prior express written consent of the ARB.

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 ARB.

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 the ARB.

Section 10.15 Lighting. No external lighting shall be installed without the prior approval of the ARB. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.16 Animals. Any animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. 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 on a Lot.

Section 10.17 Miscellaneous. 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

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management. In order to implement effective control, the Association, their 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 installed by Developer, 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 construction 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 provided by the Developer, or as approved by the Developer (and the ARB) to provide visual and acoustical privacy, 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; as amended from time to time and the architectural review powers of the Players Club Architectural Control Board as provided in the Declaration of Covenants and Restrictions for the Players Club at Sawgrass.

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

Section 10.21 Building Setbacks. All dwellings constructed within the Subdivision shall be setback at least ten feet from the front and rear lot lines.

Section 10.22 Docks. Any construction of a dock adjacent to any Lot shall be subject to the terms and conditions of that certain Easement Agreement by and between Developer and Arvida Corporation, as amended from time to time, recorded in Official Records Book _____, page _____, of the Public Records of St. Johns County, Florida.

Section 10.23 Prohibition or Timesharing. No Residence within the Subdivision may be divided into Time-Share units as defined in Section 721.05 of the Florida Statutes.

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 Developer or other supplier thereof and shall maintain and repair all portion 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 for the Common Property shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system as part of

the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on his Lot and for any cost incurred in obtaining a water supply to the system.

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 the Players Club Association. 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 11.4 Electrical and Telephone Service. All telephone, electric and other utilities 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 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of Players Club Unit One or on the plat of any property made subject to this Declaration pursuant to Section 3.1 and on, in and over a strip of land within each Lot ten feet in width at the front of each Lot and along the side of each Lot opposite the side on which the residence constructed by the Developer is located.

Section 12.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Players Club Association, Inc, 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 12.3 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 12.4 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 12.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Players Club Association, Inc., their agents, employees, successors or assigns an 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 Players Club Association, Inc.

Section 12.6 Developer Rights re Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, the rights 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 12.7 Sidewalks. Developer reserves for itself and the Players Club Association, their agents, employees, designees, successors and assignees, an easements in, on, over and upon Tract A as shown on the plat of Players Club Unit One for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon.

Section 12.8 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.

ARTICLE XIII
RIGHTS GRANTED BY DEVELOPER

Section 13.1 Players Club Roadways. Each Owner and their

guests, invitees and domestic help, and all 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 the Players Club Association to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or the Players Club Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Parcel A of the plat of Water Oak, recorded in Map Book 14, pages 51 through 54, and across Parcel A of the plat of Oak Bridge Roadways, recorded in Map Book 15, pages 42 through 44, of the public records of St. Johns County, Florida, subject, however, to the terms and conditions of the Declaration of Covenants for the Players Club at Sawgrass.

Section 13.2 Subdivision Roadways. The Subdivision roadway and right-of-way, designated on the recorded plat of Players Club Unit One as Tract A shall constitute part of the Common Property. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer or the Association, to serve the Property and such other persons as Developer or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the subdivision roadway, subject to matters referenced in Article IV hereof.

Section 13.3 Sidewalks. Each Owner shall have the right to the use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. Each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance and use of sidewalks.

Section 13.4 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 shall have the right to redesignate, relocate or close any part of the roadways 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.

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, Players Club Association 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 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. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

14.4.1 The text of the amendment must be included in the notice of a duly called meeting of the Owners.

14.4.2 The amendment must be approved by the Owners of at least two-thirds of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

14.4.3 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.

14.4.4 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.

14.4.5 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 of 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.

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:

PALMETTO POINT DEVELOPMENT
CORPORATION

BY: _____

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictons for _____ was acknowledged before me this _____ day of _____, 1984, by the _____ of PALMETTO POINT DEVELOPMENT CORPORATION, a South Carolina corporation, on behalf of the corporation.

(Notarial Seal)

Notary Public, State of
Florida at Large

My Commission Expires:

DECLARATION OF RESTRICTIONS AND
SUPPLEMENTARY DECLARATION OF COVENANTS
FOR THE
PLAYERS CLUB AT SAWGRASS
[PALMETTO POINT]

The Declaration of Restrictions and Supplementary Declaration is made this 16 day of December, 1983, by ARVIDA CORPORATION, a Delaware corporation, 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 Corporation is the owner of certain real property more particularly described on Exhibit A attached hereto and made a part hereof ("Property") and Arvida Corporation desires to subject the Property to all terms, conditions and provisions of certain use restrictions more particularly set forth in this Declaration of Restrictions; and

WHEREAS, the Declaration of Covenants for the Players Club at Sawgrass has been recorded in Official Records Book 498, page 508, of the public records of St. Johns County, Florida, ("Sawgrass Players Club Declaration"); and

WHEREAS, Arvida Corporation desires to subject the Property, which is a portion of the lands constituting part of the Master Plan, to all of the terms, conditions and provision as contained in the Sawgrass Players Club Declaration as provided for under the terms of Article II of the Sawgrass Players Club Declaration, except as modified herein; and

WHEREAS, Section 2(d) of the Sawgrass Players Club Declaration provides that a supplementary declaration may contain additions or modifications to the Sawgrass Players Club Declaration.

NOW, THEREFORE, Arvida Corporation hereby declares that:

I. Incorporation of Sawgrass Players Club 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 Sawgrass Players Club Declaration as modified herein and further subject to all covenants, easements, restrictions, charges and liens hereinafter set forth. In the event of conflict between the Sawgrass Players Club Declaration and the supplementary declaration, this supplementary declaration shall control.

II. Definitions.

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to Lakeside Patio Home Owner's Association, Inc., a Florida corporation not for profit or such other association of homeowners established for the specific purpose of administering the Property.

B. "Property" shall mean and refer to the real property more particularly described on Exhibit A attached hereto and made a part hereof.

C. "Lot" shall mean and refer to any lot or other parcel, other than Common Area, with any and all improvements thereon, within the Property platted or to be platted in the Public

Records of St. Johns County, Florida on which a residential structure could be constructed, whether or not one has been constructed.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Property, including the contract sellers (but not contract purchasers).

E. "Common Area" shall mean and refer to all real and or personal property which the Association owns or which the Association has an interest including the right of the Association to receive a conveyance of the Common Area, held primarily for the common use and enjoyment of the members of the Association.

F. "Arvida" shall mean and refer to Arvida Corporation, a Delaware corporation, its successors and assigns of the specific rights contained herein.

G. "Sawgrass Players Club Association" shall mean and refer to the Sawgrass Players Club Association, Inc. a Florida corporation not for profit.

H. "Sawgrass Players Club Declaration" shall mean and refer to the Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, page 508 of the Public Records of St. Johns County, Florida as supplemented by this Supplementary Declaration.

I. "Developer" shall mean and refer to Palmetto Point Development Corporation, a South Carolina corporation, its successors or assigns as the developer of all or substantially all of the Property.

J. "ARB" shall mean and refer to the Architectural Control Committee established for the Sawgrass Players Club Association.

III. Sawgrass Players Club Association and Obligations of Association.

Section 1. Players Club at Sawgrass. All Owners of the Property will automatically become members, upon acceptance of the deed to any portion of the Property, in the Sawgrass Players Club Association. The Sawgrass Players Club Association represents residents of the Players Club at Sawgrass, including Owners of the Property and its members are those persons appointed or elected in accordance with these Articles of Incorporation and Bylaws. The Sawgrass Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property and the Lots and with respect to the Players Club at Sawgrass generally, all as more particularly set forth in the Sawgrass Players Club Declaration, as the same may be amended from time to time.

Section 2. Lien Rights. The Sawgrass Players Club Association is entitled to a lien upon the Property, prior to platting and when platted, upon any lot, for any unpaid assessment for expenses incurred or to be incurred by the Sawgrass Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Sawgrass Players Club Declaration. The terms of Section 8 of the Sawgrass Players Club Declaration

notwithstanding, subsequent to platting the Association shall not be entitled to a lien on the entire Property but only upon the Lots for which assessments remain unpaid.

Section 3. Responsibilities of the Association. If for any reason the Association fails to perform the obligations imposed on it under the terms of the Declaration of Covenants and Restrictions for Lakeside Patio Homes to be recorded in the public records of St. Johns County, Florida and under any other documents relevant to the Property to be enforced by the Association, the Sawgrass Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act and any expenses thereby incurred by the Sawgrass Players Club Association shall be reimbursed by the Association and shall constitute a lien and encumbrance upon the Property in accordance with the provisions for assessments provided for in the Sawgrass Players Club Declaration.

IV. Use Restrictions.

Section 1. Residential Use. The Property may be used for residential living units and for no other purpose, except that (i) individual lots may be used as a model home by the Developer during the development of the Property and adjacent properties and (ii) the Common Area may be improved for recreational purposes and for ingress, egress, utilities easements and other services to the lots. No business or commercial building may be erected on any Lot or any portion of the Property and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any lot without prior approval as elsewhere provided herein. No Lot shall be divided, subdivided or reduced in size unless approved by the ARB. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvements shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat of the Property.

Section 2. Commercial Vehicles. 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 Arvida and in an area designated by Arvida.

Section 3. No Detached Buildings. No garage, tool or storage room may be constructed separately and a part from a residence unless approved by the ARB. No tents, trailers, tanks, shacks or temporary or accessory buildings or structure shall be erected or permitted to remain on any portion of the Property without the written consent of Arvida.

Section 4. Lot Coverage. No improvement which covers more than seventy-five percent (75%) of the real property constituting a Lot shall be constructed on any Lot. In calculating the Lot coverage, the ground floor square footage comprising the dwelling, garage area, approved detached buildings and any area covered by any awning or cabana which serve the function of a building shall be included. Lot coverage shall exclude screened enclosures not having a roof impervious to weather.

Section 5. Architectural Planning Criteria. All dwellings constructed within the Property shall be subject to the Architectural Planning Criteria set forth on Exhibit B attached hereto and made a part hereof.

Section 6. Antenna. No aerial or antenna shall be placed or erected upon any Lot or any portion of the Property or affixed in any manner to the exterior of any building upon the Property. Antennas if any, shall be built into the attic space of any improvements upon the Property.

Section 7. 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 ARB.

Section 8. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area upon any Lot. No carport shall be permitted unless approved by the ARB and all garages shall contain at least 180 square feet of useable space appropriate for the parking of automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Automobiles will be stored in garages when not in use. No automobiles shall be regularly parked in the roadways providing ingress and egress to any Lots within the Property.

Section 9. Potable Water Supply. All potable water supply shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 10. Lakes; Maintenance Easements. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the Property or adjacent or near thereto, for the purpose of irrigation or other use and the placement of any matter of object in such lakes shall require the written consent of Arvida and Sawgrass Players Club Association. Arvida and Sawgrass Players Association shall have the sole and absolute right and obligation to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No docks, bulkheads, margins, pilings, boat shelter or other structures shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Sawgrass Players Club Association or ARB. No gas or diesel driven boat shall be permitted to be operated on any lakes. Lots which may now or may hereafter be adjacent to a lake (the "Lake Lots") shall be maintained by the Owners of such Lots and any Common Area embankments shall be maintained by the Association so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade, and contour of such embankments shall not be changed without the prior written consent of Arvida and the Sawgrass Players Club Association or ARB. The area, if any, between the rear Lot line of any Lake Lot and the water's edge of any lake shall also be maintained by the Owner of said Lake Lot as if said area were a portion of the Lot owned and shall be landscaped and or sodded by said Owner. If the Owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscaped maintenance obligations in accordance with the foregoing, the Sawgrass Players Club Association or its agent or representative shall have the right, but no obligations, to enter upon any such Lake Lot or area to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which

may hereafter be erected, either within the Property or adjacent thereto, subject to the rights of Arvida or the Sawgrass Players Club Association to adopt reasonable rules and regulations from time to time in connection with use of the lakes by Owners and Members of the Sawgrass Players Club Association. The Sawgrass Players Club Association or Arvida shall have the right to deny such use to any person who in the opinion of Arvida, or in the opinion of the Sawgrass Players Club Association may create or participate in a disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Sawgrass Players Club Association, as may be designated by Arvida or the Sawgrass Players Club Association from time to time.

Section 11. Signs. No sign of any size shall be displayed to the public view on any lot except as may be approved as to size and design in accordance with criteria established by the ARB. This provision is intended to supercede and replace in its entirety the second paragraph of Article IX, Section 4 of the Sawgrass Players Club Declaration.

Section 12. Lighting. No lighting shall be permitted which alters the residential character of the Property. No lighting of tennis courts or outdoor activity areas shall be permitted, without ARB approval.

Section 13. Construction. During construction of a dwelling or other improvements upon a Lot, the Owner shall be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All main structures constructed upon the Property shall be completed within one year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by Arvida. Arvida may, at its option, establish reasonable hours for construction activities so as to result in minimal disturbance to Owners of land adjacent to the Property.

Section 14. Casualty Damage. In the event of damage or destruction by fire or other casualty to any improvements located upon the Property, the Owner of such improvements shall repair or rebuild such damage or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 15. Roadways. At such time as the roadways located within the Property are conveyed to and maintained exclusively by the homeowners' association comprised solely of residents of the subdivision, the easement of ingress and egress over and upon such roadways shall be limited to an easement for the benefit of Owners of Lots located within the subdivision. The foregoing sentence shall in no way be construed to permit the Association or Owners to gate or otherwise limit access to the subdivision without the approval of the Sawgrass Players Club Association, Inc. nor to limit the rights of the Developer under the Sawgrass Players Club Declaration to install, erect, construct and maintain utility lines and facilities, to adopt rules and regulations regarding use of such roadways, to impose lines, to remove obstructions, to dedicate such roadways to the public or to redesignate, relocate or close any such roadways.

V. General Provisions.

Section 1. Duration and Remedies for Violation. The covenants and restrictions contained in Articles I through VI hereof shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by Arvida, the Sawgrass Players Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of forty (40) 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 and approval by the Owners 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 Sawgrass Players Club Association 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 Arvida and or the Sawgrass Players Club Association and or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of the these conditions, covenants or restrictions and to prevent the violation or breach or any of them and the expense of such litigation shall be borne by the then Owner or Owners of the Property so violating, provided such proceeding results in finding that an Owner was in violation of these covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Arvida and or the Sawgrass Players Club Association or such Owner seeking enforcement.

Section 2. Notice. Any notice required to be sent to any Owner or Arvida or the Sawgrass Players Club Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, certified mail, postage paid to the last known address of the person who appears as Owner on either the records of the Sawgrass Players Club Association or the Public Records of St. Johns County, Florida at the time of such mailing. Notice to the Sawgrass Players Club Association shall be sent in the manner described above to the registered office of the Sawgrass Players Club Association. Notice to Arvida shall be sent in the manner prescribed above to the address appearing on page 1 hereof.

Section 3. Severability. Invalidation of any one of the restrictions by judgment or court order shall in no way effect any other provision of these restrictions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time as follows:

1. The text of the amendment must be included in the notice of a duly called meeting of the Owners; and
2. The amendment must be approved by two-thirds (2/3) of the then Owners either voting a duly called meeting or signifying their approval by signing a copy of the amendment; and
3. The amendment shall be consented in writing by the Sawgrass Players Club Association and by Arvida, its successors or assigns, so long as Arvida or its successors or assigns are engaged

in development of any portion of the development known as Players Club at Sawgrass.

Upon approval of the amendment by the Owners, Arvida and the Sawgrass Players Club Association, the President and Secretary of the Sawgrass Players Club Association and Arvida shall execute a copy of the amendment which shall be recorded in the Public Records of St. Johns County, Florida.

Section 5. Effective Date. This Declaration shall become effective upon its recordation of 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 CORPORATION

By: Peter S. Rummell
Peter S. Rummell
President-Jacksonville

Virginia C. Kirby
Lou J. Morrow

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 16th day of December, 1983, by Peter S. Rummell, President-Jacksonville of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Virginia C. Kirby
Notary Public, State of Florida
at Large.

My Commission Expires:

734I2

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1985

Exhibit A

OFF
REC 619 PAGE 657

All lands contained in the plat of PLAYERS CLUB UNIT ONE, according to plat thereof recorded in Map Book 15, pages 60, 61 and 62, of the public records of St. Johns County, Florida.

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

1993 DEC 22 PM 12:48

Carl "Bud" Markel
CLERK OF CIRCUIT COURT

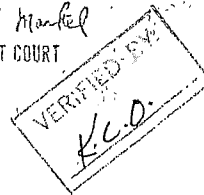


EXHIBIT C

ARCHITECTURAL CONTROL CRITERIA

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than detached or attached residential dwelling units not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than one car. Unless approved by the Architectural Control Board ("ARB") as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling nor may any such structure(s) be constructed prior to construction of the main residential dwelling.
2. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and any changes thereto including window frames and garage door designs. In approving such scheme or changes thereto the ARB shall consider the extent to which the color plan conforms to the natural color scheme for the Subdivision and the Players Club at Sawgrass, and the extent to which the garage door design complements or matches the unit siding pattern.
3. Roofs. Flat roofs shall not be permitted. Minimum pitch shall be 5/12; 6/12 preferred. Protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by the ARB. All roof materials used to repair, replace or change the original material must be approved by the ARB prior to installation. Woodruff shingles preferred, but in no case will shingles less than a number 360 asbestos/fiberglass shingle be approved.
4. Square Footage. No unit shall contain less than 160 square feet of interior living space.
5. Exterior Sheathing. No plywood will be allowed; cedar or cypress siding must be used; stucco and brick accents will be allowed.
6. Garages. In addition to the requirements stated in Paragraph 1 above, all garages shall have a minimum width of ten (10) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. Two car garages preferred and shall have minimum width of sixteen (16) feet. All one car garages must have a single overhead door with a minimum door width of nine (9) feet and all garages must have an automatic opener and a service door. No carports will be permitted unless approved by Arvida.
7. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of materials such as brick, stone, wood and stucco or a combination thereof.
8. Signs. No sign of any kind except as may be approved as to size, design or otherwise by the ARC (as defined in Section 9.5 of the Declaration) shall be publically displayed on any Lot.

✓ 9. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be prohibited.

10. Landscaping. No landscaping shall be changed or altered from the original plan as installed by Developer without the consent of the ARB. Any landscaping plan, changes or alterations submitted to the ARB shall provide for and include the following items:

- a) A landscape scheme
- b) A list of all plant stock included in scheme
- c) The size of such stock at the time of planting.

The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line and the Lot line and the water edge, shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for grass lawn. It shall be the goal of the ARB in the approval of any landscaping plan and layout plan to preserve all existing trees where possible.

11. Swimming Pools. Any swimming pool or similar structure to be constructed on any Lot shall be constructed of material thoroughly tested and accepted by the industry for such construction. Further, no swimming pool or similar structure shall be constructed, placed or maintained on any Lot until the ARB has approved the size, location, screening (if any) and lighting (if any) of such pool or similar structure.

12. 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 within an enclosure constructed as part of each dwelling in a location approved by the ARB.

13. 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.

14. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the ARB if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

15. Antennas. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision. Antenna, if any shall be built into the attic space of the home.

16. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, 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 newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, at the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

17. 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.

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

19. Fences and Walls. No fences or walls shall be allowed between rear yards of units. Fences may be used only for specific screening of amenities such as hot tubs, courtyards, and patios, provided the composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of Arvida. Arvida shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

20. ARB Reports. The ARB approval or disapproval as required in the foregoing Architectural Control Criteria shall be delivered in writing to the Board of Directors of the Association and to the Owner submitting same, together with a copy of the approved plans and specifications signed by the owner and the contract purchaser of the Lot, if any. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

21. 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 in the Subdivision; provided, however, the ARB (with the approval of the Players Club Architectural Control Committee) shall have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Players Club at Sawgrass and of the Subdivision. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB.

22. Amendment to Architectural Planning Criteria. All amendments to the Architectural Criteria shall be made pursuant to the requirements of the Declaration.

23. Players Club Architectural Control Board. As provided in Sections 8.1 and 8.4 of the Declaration, any provision of these Architectural Control Criteria requiring approval by the ARB shall be deemed to also require approval by the PCAARB.

ARTICLES OF INCORPORATION

OF

LAKE SIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

I. NAME.

The name of this corporation shall be LakeSide Patio Homes Homeowners Association, Inc. (the "Association").

II. PURPOSES.

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 subject to the Declaration of Covenants and Restrictions for LakeSide (the "Declaration") to be executed by Palmetto Point Development Corporation and to be recorded in the Public Records of St. Johns County, Florida. The property subject to the Declaration consists of that certain real property situated in St. Johns County, Florida, described below together with any additional property made subject to the Declaration in accordance with Article III thereof (the "Property").

Players Club Unit One, according to plat thereof recorded in Map Book 15, pages 60 through 62 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 Property 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 North Gate, 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 Property 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 within the Property 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 within the Property.
2. Class B. Member. The Class B Member shall be Palmetto Point Development Corporation, a South Carolina corporation, or its designee, successor or assignee as Developer of the Property.

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 three (3) votes for each Lot in which he holds the interest required for membership. The Class B Member shall have the right to appoint a majority of the Board so long as it owns at lease one (1) Lot within the Property.

C. Except as otherwise provided by these Articles, the Declaration, or the Bylaws of LakeSide Patio Homes 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. The affairs of the Association shall be managed by a Board consisting of three (3) 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. There shall be one (1) Director appointed by the Class A Members so long as the Class B Member has the right to elect a majority of the Board of Directors. 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 two (2) years. 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:

Jerry C. Morgan

Post Office Box 5848
Hilton Head Island, South Carolina
29938

Edward S. O'Neill

Post Office Box 5848
Hilton Head Island, South Carolina
29938

Cary S. Griffin

Post Office Box 5666
Hilton Head Island, South Carolina
29938-5666

VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary/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 annual meeting of the Board of Directors to be held in the year 1985 and until their successors are duly elected and qualified are:

President	Jerry C. Morgan
Secretary/ Treasurer	Cary S. Griffin
Vice President	Edward S. O'Neill

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 and the Bylaws may be altered, amended or repealed by vote of a majority of the Board of Directors. So long as the Developer owns any Lot(s) within the Property, no amendment shall be effective without the prior written consent of Palmetto Point Development Corporation 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. SUBSCRIBERS.

The names and addresses of the subscribers are as follows:

Jerry C. Morgan
Post Office Box 5848
Hilton Head Island, South Carolina 29938

Edward S. O'Neill
Post Office Box 5848
Hilton Head Island, South Carolina 29938

Cary S. Griffin
Post Office Box 5666
Hilton Head Island, South Carolina 29938-5666

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:

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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 two-thirds (2/3) 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, including the Common Areas, contributed to the Association by the Class B Member or other persons or entities shall be made to the Players Club Association, Inc. or its successor, unless the Players Club Association, Inc. or its successor refuses to accept such conveyance.
2. In the event the Players Club Association, Inc. or its successor refuses to accept such conveyance then such real property 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 subscribers have hereto set their hands and seals this _____ day of _____, 1984.

Signed, sealed and
delivered in the
presence of:

Jerry C. Morgan

Edward S. O'Neill

Cary S. Griffin

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by Jerry C. Morgan, a Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

Notary Public, State of _____
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by Edward S. O'Neill, a Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

Notary Public, State of _____
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by Cary S. Griffin, a Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

Notary Public, State of _____
at Large.

My Commission Expires:

(NOTARIAL SEAL)

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

LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC, DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF PONTE VEDRA BEACH, STATE OF FLORIDA, HAS NAMED LORI T. MOORHOUSE, LOCATED AT 1901 INDEPENDENT SQUARE, JACKSONVILLE, FLORIDA 32202, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

LAKESIDE PATIO HOMES
HOMEOWNERS ASSOCIATION, INC.

By: _____

Dated: _____

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.

LORI T. MOORHOUSE

Dated: _____

BYLAWS
OF
LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for LakeSide ("Declaration") to be executed by Palmetto Point Development Corporation and to be recorded in the Public Records of St. Johns County, Florida, shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the LakeSide Patio Homes Homeowners Association, Inc. ("Association") shall be at 1901 Independent Square, Jacksonville, Florida 32202, 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 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 separate from, ownership of any Lot or other property which is subject to assessment.

B. 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 LakeSide Patio Homes Homeowners Association, 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 elected or appointed by Developer) shall be made by made by a Nominating Committee appointed by the Board.

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 thirty (30) days of the date of the annual meeting the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to 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, officer 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 appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. 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.

6. 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.

7. To establish a fiscal year for the Association and to change the dates of the fiscal year from time to time.

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 quarterly on such date and at such time as the Board may establish. Notice of such meetings 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 two (2) 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 noticed, 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/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 the 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 standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The LakeSide Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board. The committees (except the ARB) shall be appointed by the Board within thirty (30) days after each annual meeting of the Board, to serve until succeeding committee members have been appointed. The Board may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and

functions described by these Bylaws.

C. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of property within the Property and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

D. The ARB 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 ARB 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 ARB shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership, and may delegate to any subcommittees any powers, duties and functions.

F. 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 officer 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 first annual meeting of the members shall be held on , 1985 or at such other date and time as the Board may select and as is specified in the notice of the meeting. Each subsequent annual meeting of the members shall be held on the anniversary of the first annual meeting or at such other date and time as the Board may select and as is specified in the notice of the meeting.

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: LakeSide Patio Homes Homeowners Association, Inc., not for profit, 1984.

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.

XIV

CERTIFICATE

The foregoing were adopted as the Bylaws of LakeSide
Patio Homes Homeowners Association, Inc. a corporation not for
profit under the laws of the State of Florida,
on _____, 1984.

_____, Secretary

APPROVED BY:

President

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