

# PLAYERS CLUB VILLAS

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DECLARATION OF CONDOMINIUM  
FOR  
PLAYERS CLUB VILLAS CONDOMINIUM

CONSISTING OF 26 PAGES  
AND EXHIBITS "A" THROUGH "F"

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DECLARATION OF CONDOMINIUM  
FOR  
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THIS DECLARATION, dated March 8<sup>th</sup>, 1982, is made by ARVIDA CORPORATION, a Delaware corporation, its successors and assigns (the "Developer"), the owner of fee simple title to the land described herein.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to the provisions of Chapter 718, Florida Statutes, 1982, as amended to the date hereof (the "Condominium Act").

II. NAME.

The name by which this condominium is to be identified is PLAYERS CLUB VILLAS CONDOMINIUM (the "Condominium").

III. THE LAND.

The land submitted to condominium form of ownership (the "Land") is situated in St. Johns County, Florida, and is more fully described in Exhibit A attached hereto and made a part hereof, and consists of a parcel of real property upon which residential improvements will be constructed.

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The Condominium Property consists of one hundred and one (101) units ("Units") located in twenty-four (24) buildings, including an identification of each Unit so that no Unit bears the same designation as any other Unit.

A survey of the land submitted to condominium ownership including a plot plan and a surveyor's certificate is contained in Exhibit C attached hereto and made a part hereof. A graphic description of all the buildings is contained in Exhibit D attached hereto and made a part hereof.

Upon the recording of this Declaration only those Units identified as Units 29 - 46 contained in Buildings 7 - 10 as shown in Exhibit D are complete. The construction of the remaining Units is not substantially complete; however, at the time the improvements or a portion thereof are substantially complete, the Developer shall cause this Declaration to be amended to include a certificate of a surveyor authorized to practice in this state, which provides that the construction of the improvements is substantially complete so that Exhibits A, C and D, as amended, together with the provisions of the Declaration are an accurate representation of the location and dimensions of the improvements, and the identification of these materials. Unit can be determined.

The improvements are further described as follows:

(a) Residential Buildings. The improvements shall include twenty-four one and two-story buildings. Each building shall contain the following number of units:

Building Number	Units
1	5
	4
	4
	4
	5

Building Number

Units

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6	6
7	6
8	3
9	3
10	6
11	3
12	3
13	5
14	3
15	3
16	4
17	4
18	4
19	4
20	4
21	5
22	4
23	5
24	4

(b) Other Improvements. In addition to the residential improvements situated thereon, the Land also includes improvements consisting of parking spaces, driveways, walks, landscaping, swimming pool and deck areas, mailboxes and all underground structures and improvements which are not part of or located within residential buildings and which are not elsewhere reserved and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings. The Developer shall retain ownership of a parcel of property more fully described on Exhibit A attached hereto and made a part hereof on which a Linen Storage Facility is constructed.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units," "Common Elements" and "Limited Common Elements" as those terms are herein defined.

A. Units.

The term "Units" as used herein shall mean and comprise the separate residential dwellings in the Condominium which are subject to exclusive ownership and which exclude, (1) all spaces and improvements lying beneath the undercoated and/or unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural elements of each Unit; and (2) all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements. All glass and other transparent and/or translucent material, insect screens, and screening in windows and doors and the material covering other openings in the exterior walls of Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

B. Common Elements.

The term "Common Elements" as used herein shall mean and comprise all of the land and improvements thereon of the Condominium except the Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring, and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, specifically excluding however, any utility main lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment

of all owners of Units in the Condominium; and (6) the riparian and/or littoral rights, appertaining to the Land, if any; and (7) paved drives and the bridge contained within the Land which connect the individual Units to the easement for ingress and egress; (8) easements for ingress and egress serving the Condominium property; and (9) the "Recreation Facility" (as defined below).

The Recreation Facility includes one swimming pool, surrounded by concrete pool deck and bulkhead area, together with a service building containing toilet facilities and pool equipment, landscaping and any underground structures and improvements located within the Recreation Facility such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

The undivided share in the Common Elements appurtenant to each Unit and the percentage share of the Common Expenses and Common Surplus (as defined in Article VII) attributable to each Unit is as set forth in Exhibit "B" attached hereto and made a part hereof. A share in the Common Elements and/or Common Surplus can not be conveyed or encumbered except together with the Unit to which it is appurtenant.

C. Limited Common Elements.

The term "Limited Common Elements" as used herein shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

- (1) to each Unit in the Condominium, the screened porch and other equipment and/or fixtures, if any, attached, affixed or contiguous to the exterior and serving only that Unit; and
- (2) to each Unit in the Condominium, the deck areas and other fixtures and equipment, if any, attached, affixed or contiguous to the exterior of and serving only that Unit; and
- (3) to each Unit in the Condominium the right of exclusive use of the service court or any portion thereof serving that Unit.

VI. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

- A. An undivided share in the Common Elements and in the Common Surplus. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth in the schedule which is annexed hereto and made a part hereof as Exhibit "B";
- B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements;
- C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;
- D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests and invitees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of all utility services to all parts of the Condominium Property over, across, in and through the land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, bridges and other portions, if any, of the

Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to public ways and for recreational purposes and the improvements, fixtures and equipment thereon.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner(s), including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

F. An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the Unit Owner, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto: provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

G. The right to membership in the "Association" (as defined in Article VIII) upon the terms and conditions set forth elsewhere herein; and

H. Unit Owners 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 to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Developer may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the real property designated as Parcel A on the plat of Water Oak recorded in Plat Book 14, pages 51-54 of the public records of St. Johns County, Florida, the real property designated as Parcel A on the plat of Oak Bridge I recorded in the Plat Book 14, pages 92-97 of the public records of St. Johns County, Florida, and Blair Road more particularly described in Exhibits "A" and "C" attached hereto (hereinafter referred to as "roadways"), subject however, to the right of the Developer to install, erect, construct, and maintain utility lines and facilities in the roadways. Provided however, notwithstanding the foregoing, the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer may create or participate in a disturbance or nuisance on any part of the Condominium or on any land of the Developer lying adjacent to or near the Condominium. The Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the roadways, including the right to prohibit use of the roadways by traffic or vehicles (including without limitation motor-cycles and "go-carts") which in the sole opinion of the Developer would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the land, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this subparagraph thereafter shall be of no further force or effect. The Developer 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 Condominium to dedicate to the public all or any part of the roadways. In addition the Developer shall have the right to redesignate, relocate or close any other part of the roadways without the consent or joinder of any party so long as the land is not denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

The term "Common Expenses" as used herein shall mean all expenses and assessments properly incurred by the Association for the Condominium for which the Unit Owners in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements of the Condominium over the Common Expenses. All Unit Owners (except the Association) shall share the Common Expenses and shall own the Common Surplus in the percentage shares set forth in Exhibit "B" attached hereto and made a part hereof.

VIII. THE ASSOCIATION.

The entity responsible for the operation of the Condominium shall be the PLAYERS CLUB VILLAS CONDOMINIUM ASSOCIATION, INC. ("Association"). A copy of its Articles of Incorporation is attached hereto and made a part hereof as Exhibit "E." Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium initially, the Association shall administer and manage the Condominium provided, that the Association may delegate its maintenance, management and operational duties and obligations by contract to the extent permitted by the Condominium Act.

IX. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "F".

X. VOTING RIGHTS OF UNIT OWNERS.

The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, by a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be apurtenant, and pass with title, to each Unit one vote as a member of the Association, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s) at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

XI. AMENDMENT OF DECLARATION.

A. Amendment of Declaration to Show Completion of Units.

As set forth in Article IV, the Developer reserves the right to amend this Declaration without the consent or joinder of any Unit Owner or Lender to include Exhibits of graphic descriptions and surveys which show the completion of buildings and Units of the Condominium.

B. Amendment to Correct Omission or Error in Condominium Documents.

Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere, in and of this Declaration, the Articles of Incorporation or By-Laws of the Association, the affirmative vote of the owners of not less than fifty-one percent (51%) of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially adversely affecting the rights of owners, lienors or mortgagees.

C. Amendment of Declaration for all other Reasons.

If the Declaration is amended for any other reason than set forth above the following procedures must be followed:



(1) Notice.

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Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(2) Proposal.

Amendments to this Declaration may be proposed by the Board of Directors of the Association ("Board") by resolution adopted by a majority vote of the Board present at any regular or special meeting of the Board at which a quorum is present or by the Unit Owners of a majority of the Units, whether by vote of such Unit Owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

(3) Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(i) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;

(ii) Discriminate against any Unit Owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;

(iii) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment;

(iv) Make any change in Article XIII hereof, entitled "Insurance," nor in Article XIV hereof, entitled "Reconstruction or Repair After Casualty," unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment;

(v) Adversely affect the lien or priority of any previously recorded mortgage to an Institutional Lender;

(vi) Adversely affect any portion, phase or aspect of the property comprising The Players Club at Sawgrass as described in the Declaration of Cove-

nants of The Players Club at Sawgrass recorded in Official Records Book 498, page 508, public records of St. Johns County, Florida.

(4) Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to nonmembers of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the public records of St. Johns County, Florida, whichever occurs first. For all amendments to the Declaration except those described in paragraphs A and B hereof, the President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the public records of St. Johns County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by the Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. For those amendments described in paragraphs A and B hereof, the Developer shall cause a properly executed and acknowledged amendment to be recorded in the public records of St. Johns County, Florida. A true and correct copy of any amendment or certificate of amendment shall be delivered, after recording thereof, to the record owners of all Units by the President, Vice President or other acting chief executive officer of the Association, or by the Developer as is appropriate, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

XII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of the Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same, shall be maintained, kept in good repair and replaced by and at the expense of the Unit Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements. The Association shall, at the expense of the Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The responsibility for, and the cost of, keeping clean and in orderly condition, repairing and replacing those Limited Common Elements or any portions thereof which are assigned or granted to, and exclusively serve, a certain Unit or Units to the exclusion of other Units, shall be borne by the Unit Owners.

### XIII. INSURANCE.

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Insurance shall be carried and kept in force at all times in accordance with the following provisions:

#### A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The Unit Owner(s) of each Unit may, at the expense of the Unit Owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that all such insurance purchased by Unit Owners may be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage; and, provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

#### B. Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements on the Condominium Property, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board; such insurance to include or afford protection against:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements;

(2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

(3) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board to protect the Association and the Unit Owners of all Units, including, without limitation, hired automobile, non-owned automobile, off premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner;

(4) Workmen's compensation insurance to meet the requirements of law; and

(5) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation;

(6) Coverage for all permitted uses of Units, Common Elements and Limited Common Elements, including but not limited to rental of Units on a monthly or yearly basis;

#### C. Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an Institutional Lender may reasonably require while it holds a mortgage encumbering any Unit.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as common expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, its members and their mortgages, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Condominium Association or "Insurance Trustee," as herein-after provided or to its successor as set forth herein. The proceeds from insurance against any casualty loss shall be held for the use of the Association, the Unit Owners and their respective mortgages, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

## F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

C. Insurance Trustee.

(1) Selection of Insurance Trustee.

In the event that the damage to the Condominium Property exceeds \$5,000, the Association shall have the right to designate the Insurance Trustee to receive such proceeds and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(2) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers, doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as Common Expense. The Insurance Trustee shall be liable only for its willful negligence, and then only for such money as may be received into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may request to the Association, execute and deliver upon a certificate of the President and Secretary of the Insurance Trustee under oath and provided that the Insurance Trustee upholds the right of the Association, to certify the name or names of the Unit Owners, the mortgagee(s) and the respective fractional shares of any mortgagee(s), as their respective interests may appear, to the Unit Owner(s) and mortgagee(s). If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the

reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owner(s) and the mortgage(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Unit Owner(s), and the mortgage(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Association or the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only.

The proceeds for loss of or damage to real property or improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association or Insurance Trustee to the Unit Owners, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association or the Insurance Trustee may request funds from any Association Reserve Fund which may have been established to make up the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Association or Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

(2) Units.

The proceeds paid for loss of or damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association or Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the Unit Owner(s) of the damaged or destroyed Unit(s), in proportion that the amount of damage sustained to each such Unit bears to the total deficit. The assessment shall be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which proceeds must be applied before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a common expense, and in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the Unit Owner(s) of such damaged or destroyed Units.

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost

of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board may require. If, from such estimates, it shall appear that the damage will be in excess of \$5000.00 and the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, whether it is to be paid by one or more Unit Owners, the Association shall make provision to assess the appropriate party and shall deposit the difference with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

#### XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

##### A. Units.

If one or more of the Units shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

##### (1) Total Destruction of all the Units.

If all the Units of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, the Units and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five (75%) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

##### (2) Damage to the Units.

If one or more but less than all of the Units are wholly or partially damaged and two or more of the Units in any building remain habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the Units with their appurtenant Common Elements shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement of the Unit Owners in the manner provided in Article XXII that the Condominium shall be terminated.

##### B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements, including the Recreation Facility, shall be repaired, reconstructed and/or replaced unless:

(1) There is total destruction of the Units connected to any of the destroyed Common Elements and then subparagraph (A)(1) of this Article shall govern.

(2) There is partial destruction of the Units connected to the Common Elements and the Unit Owners agree to terminate the condominium as provided in Article XXII(B).

##### C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

##### D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was

originally constructed, provided that the Board may authorize reasonable variations from the original plans and specifications, as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance, repair and replacement is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds from insurance proceeds and assessed against and collected from Unit Owners by the Association for payment of repair and reconstruction costs is more than five thousand dollars (\$5,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and retained by the Association or deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly, or in such other method as the effective insurance policy shall require.

(b) Association -- Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association -- Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there

is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. Except as the right to divide and subdivide is reserved to the Developer [see Article XXI(A)], no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

C. Nuisances.

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.



E. Leasing.

Entire Units, but not less than entire Units, may be leased; provided occupancy is only by the lessee and his family, servants and guests and such leases shall be in compliance with the provisions of Article XVI hereof.

F. Regulations.

Reasonable regulations concerning the use of the Condominium Property, including the Recreation Facility, may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the Unit Owners of the Condominium. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

G. Proviso.

Provided, however, that until the Developer has completed and sold all of the Units in the Condominium neither Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. The Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the land, and the display of signs, use of the Recreation Facility in the promoting of sale or rental of additional Units in the Condominium provided such rights shall not be exercised in an unreasonable manner not consistent with the right of Unit Owners; and further provided, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as the Developer may provide.

H. Rights of the Developer During Construction.

The Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the boundaries of the Condominium Property as may be reasonably necessary in connection with the construction of improvements on the land, including, but not limited to the use of necessary and usual equipment in connection with such construction activity, the usual and common noise level created by such construction activity and together with all other common and usual activities associated with such construction activity.

I. Creation of Time Shares.

There shall be no time share estates created with respect to any Units in the Condominium.

XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any Owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.

(2) Gift.

If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association; provided however the transfer of a Unit Owner's title or any interest therein by gift or devise to a

member of such Unit Owner's immediate family shall not require the approval of the Association.

(3) Other Transfers.

If any Unit Owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections or in subsection D. hereof, the proposed transfer shall be subject to the approval of the Association.

B. Approval by Association.

Association approval shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give notice of such intention to the Association, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Gift; Other Transfers.

A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered or permitted hereunder, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(c) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the purchaser.

(b) Gift; Other Transfers.

If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the primary occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner.

(c) Failure to Give Notice; Deemed Approval.

If the Association does not approve or disapprove such sale, gift or other transfer, in writing delivered to the purchaser or Unit Owner within twenty (20) days after receipt of Notice of such sale, gift or other transfer, the transaction shall be deemed approved by the Association.

(3) Approval of Corporate Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the primary occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the primary occupant by the Association.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase by the Association to a purchaser approved by the Association.
- (d) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Gifts; Other Transfers.

If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

D. Lease.

Notwithstanding anything contained in this article to the contrary no approval of the Association shall be required in connection with the lease or rental of any Unit; provided that such lease or rental agreement shall provide for use by the lessee and family, servants and guests only.

E. Mortgage.

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No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender," which term shall mean and include banks, life insurance companies, federal or state savings and loan associations, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Exceptions.

The foregoing provisions of this Article shall not apply to a transfer or purchase by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

G. Unauthorized Transactions.

Any sale, mortgage lease or rental arrangement which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

H. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVI(H) will not affect the validity of any judicial sale.

XVII. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rate occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements or Limited Common Elements.

B. Costs and Attorney's Fees.

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In any proceedings arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the Units and Unit Owners. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association against each Unit Owner and his Unit shall be the percentage share of the total assessments to be made against all Unit Owners and their Units as is set forth in the Exhibit annexed hereto and made a part hereof as Exhibit "B." Should the Association become the Unit Owner, the assessment which would otherwise be due and payable to the Association by a Unit Owner, reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among all Unit Owners which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment.

The assessment levied against the Unit Owner and his Unit shall be payable in quarterly or monthly, or such other installments and at such time as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget.

The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit Owner shall, however, not affect the liability of the Unit Owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of all Unit Owners. The amount to be reserved shall

be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item; provided however, that no such reserve shall be included within the annual budget if the Unit Owners owning not less than fifty percent (50%) of the Units have, at a duly called meeting of the Association, voted to provide no fiscal reserves or a lesser amount of fiscal reserves than as provided herein for any fiscal year.

E. General Operating Reserve.

The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall be governed by the applicable section of the Condominium Act.

F. Use of Association Funds.

All moneys collected by the Association shall be treated as the separate property of the Association, and such moneys may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the moneys for annual assessments are paid to the Association by any Unit Owner, the same may be commingled with moneys paid to the Association by the other Unit Owners. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. Provided, however, that the Board may cooperate with the Master Association (as defined in Article XIX hereof), in the collection of assessments. The Association may collect for, and remit to the Master Association.

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability Not Subject to Waiver.

No Unit Owner of a Unit may exempt himself from liability for any assessment levied against the Unit Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability Not Subject to Waiver.

No Unit Owner of a Unit may exempt himself from liability for any assessment levied against the Unit Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Co Elements or Eim. d C. n Elements which lien shall and does secure the mon due for all: (1) sses s levied against the Unit Owner(s) and each Unit. (2) interest, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing

its lien upon the Unit. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for St. Johns County, Florida, and in any suit for the foreclosure of the lien, the Association shall be entitled to rental from the Unit Owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for the Unit. The rental required to be paid shall be equal to the rental charged on comparable types of units in St. Johns County, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by Florida law on all such advances made for such purpose.

K. Recording and Priority of Lien.

The claim of 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 Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's 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. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

L. Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, unless the assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage, or unless such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer.

When the Unit Owner proposes to lease, sell or mortgage his Unit in compliance with other provisions of this Declaration, the Association, upon written request of the Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Unit Owner. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Unit Owner and Unit due to the Association shall be in default (whether or not a claim of Lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

N. Commencement of Assessments.

The date of commencement of the assessments against each Unit, as described in this Article, shall be established by the Board.

O. Guarantee of Developer.

Each Unit Owner shall be required to pay his percentage of the Common Expenses as set forth herein; however, pursuant to the Condominium Act, the Developer may guarantee the maximum assessment amount for each Unit for a specified period of time. The Developer shall state the maximum amount and the period of time to which it pertains ("Developer's Guarantee") which shall be given in writing to the Unit Owners and shall operate to excuse the Developer from the payment of the percentage of the Common Expenses connected to the Units which the Developer owns, provided that during the period of the Developer's Guarantee, the Developer shall pay any amount of Common Expenses actually incurred which exceeds the amount receivable from the Unit Owner assessments.

XIX. MASTER ASSOCIATION.

The Sawgrass Players Club Association, Inc. (the "Master Association"), represents residents of the entire The Players Club at Sawgrass development, including this Condominium and is responsible for certain maintenance functions, for the overall community of The Players Club at Sawgrass. The Master Association, acting through its Board of Directors, has the powers, rights, and duties with respect to the Condominium Property, and with respect to the Players Club at Sawgrass development, as more particularly set forth in its Articles of Incorporation, By-Laws and Declarations of Covenants, as recorded in Official Records Book 498, page 508, of the public records of St. Johns County, Florida.

A. Lien Rights.

The Master Association is entitled to a lien upon a Unit for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities described in its Declaration of Covenants.

B. Rights to Maintain Condominium Property.

If for any reason the Association refuses to perform the obligations imposed on it hereunder and under any other condominium documents, the Master Association shall be, and is hereby, authorized, but not obligated, 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 Master Association shall be reimbursed by the Association.



C. Amendment of Master Association's Rights.

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Notwithstanding anything herein to the contrary, this Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of its Board of Directors. Any such approval shall be evidenced by a recordable instrument properly executed in accordance with its By-Laws.

D. Approval of Improvements.

Except as expressly permitted herein, without the prior written consent of the Board of Directors of the Master Association no permanent improvements other than as set forth and shown in the Exhibits to this Declaration shall be constructed on the Condominium Property and no substantial or material alterations of the exterior of any building or the topography of the Condominium Property shall be effected. Without limiting the generality of the foregoing, no lakes, marshes, hammocks, lagoons, or similar features of the Condominium Property shall be altered or changed without the prior written consent of the Board of Directors. In addition, nothing shall be erected, constructed, planted or otherwise placed in such position, subsequent to the initial construction of improvements on the Condominium Property by the Developer, so as to either (i) create a hazard upon or block the vision of motorists upon any of the roadways adjacent to or near the Condominium Property or (2) prevent the use of surface waters of the lake or lagoon area adjacent to the Condominium Property by such persons as the Master Association designates from time to time. The Master Association shall also have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving roads, lakes and lagoons or other similar areas (whether within or without the Condominium Property).

E. Lake and Water Rights.

With respect to the lake and lagoon now existing, or which may be hereafter erected or modified, either within the Condominium Property or adjacent or near thereto ("lakes"), only the Developer or the Master Association shall have the right to pump or otherwise remove any water from such lakes for the purpose of irrigation or other use, or to place any matter in such lakes. The Master Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such lakes. No gas or diesel driven boats shall be permitted to be operated on such lakes. All Condominium Property adjacent to the lakes shall be maintained so that such grass, planting, or other lateral support to prevent erosion of the embankment adjacent to the lakes and the height, grade and contour of said embankment shall not be changed without the prior written consent of the Master Association. If the Association shall fail to maintain an embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Master Association or its agents or representatives shall have the right, but no obligation, to enter upon any portion of the Condominium Property to perform such maintenance work which may be reasonably required at the expense of the Association. The property constituting the Condominium Property shall not include any portion of the lake beds or surface waters of the lakes lying outside the legally described boundary of the Condominium Property as set forth in Exhibits "A" and "C" attached hereto. Such lake beds and surface waters without the Condominium Property shall remain the property of the Developer until such time as they shall be conveyed to the Master Association. Developer or the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of the lakes by Unit Owners or other members of the Master Association. The Master Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Master Association may create or participate in a disturbance or a nuisance on any part of the surface waters of the lakes. The right of reasonable use and benefit of the surface waters of the lakes shall be subject to any riparian rights of others, if any, and the right of reasonable use and benefits of such lakes may be further granted to such other persons, including members of the Master Association, as may be designated by Developer or the Master Association from time to time.

The Association shall at all times maintain an accurate Register of the names of the Unit Owners and their respective mortgagees. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Unit Owners of a Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XXI. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Developer's Right to Alter.

Developer reserves the right to change the interior design and arrangement of, and to alter the boundaries between, Units owned by Developer, provided that no such change shall increase or decrease the number of Units without an amendment to this Declaration of Condominium, as provided for elsewhere herein. If any such alteration shall affect more than one Unit, Developer shall apportion between the affected Units the apurtenant shares in the Common Elements, Common Surplus and Common Expenses. Any such amendment to this Declaration which Developer is authorized to make to reflect the alteration of the boundaries of a Unit or Units owned by Developer may be executed and acknowledged by Developer and shall not require the consent or joinder of other Unit Owners and/or their mortgagees.

B. Unit Owner's Right to Alter.

Unless the Unit Owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the Unit Owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings, of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the Unit Owners to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions to the Common Elements shall be assessed against and collected from all Unit Owners as Common Expenses.

In any litigation or other dispute related to or arising out of this Article XXI, if the Association shall be the prevailing party, it shall be entitled to reimbursement from the Unit Owner(s) of its costs incurred in the litigation or dispute, including, without limitation, reasonable attorneys' fees.

XXII. TERMINATION.

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The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the Units and Common Elements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated by recording a certificate as described in subparagraph (c).

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the Unit Owners in the Condominium, and consented to by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Unit Owners to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail of an agreement to purchase signed by the record owners of Units who will participate in the purchase to each of the Unit Owners of the Units to be purchased. The agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment.

The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(4) Closing.

The sale shall be close within ten (10) days following the determination of the sale price.

C. Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination as set forth in Exhibit "B" hereto.

E. Amendment.

This Article XXII cannot be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

XXIII. CONDEMNATION.

A. General.

Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than Five Thousand Dollars (\$5,000.00) and to the Insurance Trustee if such award amounts to Five Thousand Dollars (\$5,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as hereinafter provided.

B. Units.

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including, without limitation, alteration of the percentages of undivided interest of the owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of all Unit Owners (or such lesser number of Unit Owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the Unit Owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article XIV, whereupon the Condominium may be terminated in the manner herein prescribed.

C. Common Elements.

If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be divided among the Unit Owners to which that Limited Common Element was allocated at the time of acquisition.

XXIV. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of a Unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan of condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the Land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Unit Owners in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

ARVIDA CORPORATION  
By Peter S. Rummell  
Vice President  
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 8th day of March, 1982, by Peter S. Rummell, as Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Donald Thomas Clark  
Notary Public, State of Florida  
at Large.  
My commission expires: Dec 31 1983  
(Notarial 1)

LEGAL DESCRIPTIONDECLARATION OF CONDOMINIUM  
(Players Club Villas Condominium)

## PARCEL "C"

A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50 AND A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 51, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT REFERENCE POINT "C" AS DESCRIBED IN PARCEL "B" ABOVE; THENCE S.65°48'40"E. A DISTANCE OF 37.06 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEAST-ELY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.20°48'58"E. AND A CHORD DISTANCE OF 35.35 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEAST-ERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 8.32 FEET, A CHORD BEARING OF S.17°28'29"E. AND A CHORD DISTANCE OF 11.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.59°08'19"E. A DISTANCE OF 86.10 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 138.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.38°36'17"E. AND A CHORD DISTANCE OF 97.07 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF S.63°04'10"E. AND A CHORD DISTANCE OF 106.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.71°55'50"E. HAVING A RADIUS OF 80.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.84°36'21"E. AND A CHORD DISTANCE OF 63.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.61°08'32"E. A DISTANCE OF 166.51 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE. A CHORD BEARING OF S.71°33'05"E. AND A CHORD DISTANCE OF 14.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.81°57'38"E. A DISTANCE OF 56.54 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°57'38"E. S.06°02'22"W. A DISTANCE OF 131.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.53°02'22"W. AND A CHORD DISTANCE OF 35.36 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.72 FEET, A CHORD BEARING OF S.83°41'33"W. S.69°20'50"W. A DISTANCE OF 227.15 FEET TO THE POINT OF A CURVE CONCAVE NORTHER-LY HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.82°25'06"W. AND A CHORD DISTANCE OF 18.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.84°30'39"W. A DISTANCE OF 199.39 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.50°29'18"W. S.06°29'21"W. A DISTANCE OF 4.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTHEASTERLY HAVING A RADIUS OF 51.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°45'10"E. AND A CHORD DISTANCE OF 69.17 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.33°59'43"E. S.11°00'19"W. A DISTANCE OF 218.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTHEASTERLY HAVING A RADIUS OF 41.22 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°53'26"W. AND A CHORD DISTANCE OF 35.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.62°46'32"W. A DISTANCE OF 193.44 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 16.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.30°50'03"W. AND A CHORD DISTANCE OF 16.97 FEET TO THE POINT OF TAN-GENCY OF SAID CURVE; THENCE S.01°06'16"E. A DISTANCE OF 89.98 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.43°53'55"W. AND A CHORD DISTANCE OF 35.36 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.60 FEET, A

\*PARCEL B REFERENCED HEREIN IS THE SAME PARCEL AS BLAIR ROAD DESCRIBED ON PAGE 4 OF THIS EXHIBIT A.

LEGAL DESCRIPTION

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DECLARATION OF CONDOMINIUM  
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CHORD BEARING OF S. 71°35'36"W. AND A CHORD DISTANCE OF 56.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S54°17'28"W. A DISTANCE OF 234.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.41°02'39"W. AND A CHORD DISTANCE OF 34.56 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.72°47'33"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTHWESTERLY HAVING A RADIUS OF 115.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.17°12'28"W. AND A CHORD DISTANCE OF 35.35 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 31.82 FEET, A CHORD BEARING OF N.15°17'08"E. AND A CHORD DISTANCE OF 13.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.02°46'27"E. A DISTANCE OF 112.50 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 107.61 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.10°41'42"E. AND A CHORD DISTANCE OF 29.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°36'58"E A DISTANCE OF 154.11 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 92.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.03°05'01"E. AND A CHORD DISTANCE OF 49.47 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N.32°32'53"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.77°33'05"E. A DISTANCE OF 189.33 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.32°33'05"E. AND A CHORD DISTANCE OF 14.14 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 24.00 FEET, A CHORD BEARING OF N.32°33'05"E. AND A CHORD DISTANCE OF 33.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.77°33'05"E. A DISTANCE OF 93.68 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 29.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.43°41'41"E. AND A CHORD DISTANCE OF 33.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.54°50'17"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.80°09'43"E. A DISTANCE OF 17.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.41°05'12"E. AND A CHORD DISTANCE OF 59.84 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE SOUTHWESTERLY HAVING A RADIUS OF 129.22 FEET, A CHORD BEARING OF N.45°10'46"W. AND A CHORD DISTANCE OF 119.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.72°41'49"W. A DISTANCE OF 26.84 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 95.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.47°27'41"W. AND A CHORD DISTANCE OF 81.41 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S.62°01'27"W. AND A CHORD DISTANCE OF 19.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.06°16'27"W. A DISTANCE OF 141.19 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.20°10'48"E. AND A CHORD DISTANCE OF 8.95 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 29.22 FEET, A CHORD BEARING OF S.14°10'46"E. AND A CHORD DISTANCE OF 31.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.18°16'27"W. A DISTANCE OF 157.75 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.63°16'12"W. AND A CHORD DISTANCE OF 35.36 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 47.10 FEET, A CHORD BEARING OF S.72°16'27"W. AND A CHORD DISTANCE OF 55.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.36°16'27"W. A DISTANCE OF 21.41 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE



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WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.81°16'27"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.53°43'33"W. A DISTANCE OF 161.33 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.08°43'33"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 36°16'27"E A DISTANCE OF 136.39 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.06°16'27"E. AND A CHORD DISTANCE OF 10.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.23°43'33"W. A DISTANCE OF 146.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.10°28'33"W. AND A CHORD DISTANCE OF 18.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.02°46'27"E. A DISTANCE OF 81.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.25°16'27"E. AND A CHORD DISTANCE OF 30.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.47°46'27"E. A DISTANCE OF 198.83 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 7.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.34°43'33"W. AND A CHORD DISTANCE OF 15.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.62°46'27"W. HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.72°13'13"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.27°13'33"W. A DISTANCE OF 150.61 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.12°13'33"W. AND A CHORD DISTANCE OF 20.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.02°46'27"E. A DISTANCE OF 54.50 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.47°46'29"E. AND A CHORD DISTANCE OF 183.85 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF 38.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.41°43'33"E. A DISTANCE OF 144.66 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.03°16'27"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.48°16'27"W. A DISTANCE OF 26.57 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.18°21'03"E. AND A CHORD DISTANCE OF 18.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.84°58'33"E. A DISTANCE OF 159.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.75°23'36"E. AND A CHORD DISTANCE OF 13.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.65°48'40"E. A DISTANCE OF 36.19 FEET TO THE POINT OF BEGINNING.

## LESS AND EXCEPT

THE LINEN STORAGE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT REFERENCE POINT "C" AS DESCRIBED ABOVE; THENCE S.65°48'40"E. A DISTANCE OF 25.00 FEET TO A POINT LYING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.02°36'48"W. AND A CHORD DISTANCE OF 360.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.18°31'48"E. A DISTANCE OF 24.07 FEET; THENCE N.74°04'46"E. A DISTANCE OF 92.24 FEET TO THE POINT OF BEGINNING; THENCE N.77°29'18"E. A DISTANCE OF 20.00 FEET; THENCE S.12°30'42"E. A DISTANCE OF 25.00 FEET; thence S.77°29'18"W. A DISTANCE OF 20.00 FEET; THENCE N.12°30'42"W. A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



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TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING PARCELS, MORE FULLY DESCRIBED AS FOLLOWS:

TPC BOULEVARD.

The real property designated as Parcel A on the plat of Water Oak recorded in Plat Book 14, pages 51 through 54 of the public records of St. Johns County, Florida.

TPC BOULEVARD EXTENSION.

The real property designated as Parcel A on the plat of Oak Bridge I recorded in Map Book 14, pages 92 through 97 of the public records of St. Johns County, Florida, also known as TPC Boulevard Extension.

BLAIR ROAD.

A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT REFERENCE POINT "B" AS DESCRIBED IN PARCEL "A" ABOVE;\* THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 687.10 FEET, A CHORD BEARING OF S.87°21.07"E. AND A CHORD DISTANCE OF 376.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.74°36.41"E. AND A CHORD DISTANCE OF 50.00 FEET; THENCE S.15°23'21"E. A DISTANCE OF 55.26 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.74 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.37°15.50"E. AND A CHORD DISTANCE OF 149.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.59°08'19"E. A DISTANCE OF 74.82 FEET; THENCE S.30°51'41"W. A DISTANCE OF 90.07 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.27°04.42"W. AND A CHORD DISTANCE OF 62.68 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.50°09'45"W. AND A CHORD DISTANCE OF 13.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.65°48'40"W. A DISTANCE OF 37.06 FEET TO REFERENCE POINT "C"; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 525.00 FEET, A CHORD BEARING OF N.27°15'03"E. AND A CHORD DISTANCE OF 63.62 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N.10°04'30"W. AND A CHORD DISTANCE OF 32.67 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 322.77 FEET, A CHORD BEARING OF N.33°07'54"W. AND A CHORD DISTANCE OF 196.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.15°23'21"W. A DISTANCE OF 55.26 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS BLAIR ROAD.

## SUBJECT TO THE FOLLOWING:

1. Supplementary Declaration of Covenants for the Players Club at Sawgrass dated March 8, 1982, and recorded under Clerk's No. 82-3783 in the public records of St. Johns County, Florida.
2. Easement between Fletcher Land Corporation and Jacksonville Electric Authority dated March 12, 1976, and recorded in Official Records Book 298, page 793, of the public records of St. Johns County, Florida.
3. Grant of Easement recorded in Official Records Book 405, page 226, of the public records of St. Johns County, Florida.
4. Restrictive Covenants and Right of First Refusal, dated February 1, 1979, and recorded in Official Records Book 405, page 246, of the public records of St. Johns County, Florida, which include architectural control by the TPA in addition to any other architectural review requirements established by the Developer and further rights of the TPA as provided in said Restrictive Covenants and Right of First Refusal, as amended and modified to the date hereof.

\*PARCEL A REFERENCED HEREIN IS THE SAME PARCEL AS TPC BOULEVARD AS DESCRIBED ABOVE.

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5. Grant of Easement dated February 1, 1979, to Tournament Players Association, Inc., and recorded in Official Records Book 405, page 276, of the public records of St. Johns County, Florida.
6. Construction Easements dated June 23, 1980, to Tournament Players Association recorded in Official Records Book 456, page 94 and Official Records Book 456, page 100 of the public records of St. Johns County, Florida (affects only TPC Boulevard).
7. Utilities Easement dated June 23, 1980, granted to St. Johns Utilities, Inc., recorded in Official Records Book 456, page 105, of the public records of St. Johns County, Florida (affects only TPC Boulevard).
8. Reservation of Easement and Modification to Existing Easement dated March 8, 1982, and recorded under Clerk's No. 82-3180 of the public records of St. Johns County, Florida.
9. Reciprocal Easement and Notice Agreement dated March 8, 1982, and recorded under Clerk's No. 82-3181 of the public records of St. Johns County, Florida, and the Utilities Service Agreement dated May 2, 1980, mentioned therein.

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## PARCEL "A"

A PART OF THE NICHOLS SANCHEZ GRANT, SECTION 46; A PART OF THE SANCHEZ OR HILL GRANT, SECTION 47; A PART OF THE HILL OR FITCH OR SANCHEZ GRANT, SECTION 48; A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 51; A PART OF THE HILL OR FITCH OR SANCHEZ GRANT, SECTION 52; ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CORNER COMMON TO SECTIONS 34, 42, 46, 47, 51 AND 52 OF SAID TOWNSHIP AND RANGE; THENCE S.37°02'33"W., ALONG THE LINE DIVIDING SAID SECTIONS 34 AND 42, A DISTANCE OF 428.22 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE N.07°09'54"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 309.22 FEET TO AN ANGLE POINT IN SAID CENTERLINE OF SAID STATE ROAD A-1-A; THENCE N.00°40'10"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 863.72 FEET TO THE POINT OF BEGINNING; THENCE N.89°19'50"W., A DISTANCE OF 230.36 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 700.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.62°29'55"W. AND A CHORD DISTANCE OF 632.25 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.77°11'55"W. AND A CHORD DISTANCE OF 994.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.61°16'10"W. A DISTANCE OF 850.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 687.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.84°53'05"W. AND A CHORD DISTANCE OF 550.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND REFERENCE POINT "B"; THENCE N.71°30'00"W. A DISTANCE OF 220.00 FEET; THENCE N.58°09'10"W. A DISTANCE OF 530.00 FEET; THENCE N.31°50'50"E. A DISTANCE OF 160.00 FEET; THENCE S.58°09'10"E. A DISTANCE OF 310.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1720.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.64°49'35"E. AND A CHORD DISTANCE OF 399.83 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 527.10 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.84°53'05"E. AND A CHORD DISTANCE OF 422.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.61°16'10"E. A DISTANCE OF 850.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 910.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.77°11'55"E. AND A CHORD DISTANCE OF 1206.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.35°40'00"E. A DISTANCE OF 666.82 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 355.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.62°29'55"E. AND A CHORD DISTANCE OF 320.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°19'50"E. A DISTANCE OF 445.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.69°19'50"E. A DISTANCE OF 445.10 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE S.00°40'10"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 324.47 FEET TO THE POINT OF BEGINNING. CONTAINING 19.92 ACRES MORE OR LESS.

## PARCEL "B"

A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE REFERENCE POINT "B" AS DESCRIBED IN PARCEL "A" ABOVE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 687.10 FEET, A CHORD BEARING OF S.87°24'07"E. AND A CHORD DISTANCE OF 376.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.74°36'41"E. AND A CHORD DISTANCE OF 50.00 FEET; THENCE S.15°23'21"E. A DISTANCE OF 55.26 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.74 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.37°15'50"E. AND A CHORD DISTANCE OF 149.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.59°08'19"E. A DISTANCE OF 74.82 FEET; THENCE S.30°51'41"W. A DISTANCE OF 90.07 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.27°04'42"W. AND A CHORD DISTANCE OF 62.68 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.50°09'45"W. AND A CHORD DISTANCE OF 13.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.65°48'40"W. A DISTANCE OF 37.06 FEET TO REFERENCE POINT "C"; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 525.00 FEET, A CHORD BEARING OF N.27°15'03"E. AND A CHORD DISTANCE OF 63.62 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF

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Exhibit C Sheet

## PARCEL "B" CONTINUED

N.10°04'30"W. AND A CHORD DISTANCE OF 32.67 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 322.77 FEET, A CHORD BEARING OF N.33°07'54"W. AND A CHORD DISTANCE OF 196.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.15°23'21"W. A DISTANCE OF 55.26 FEET TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES MORE OR LESS.

## PARCEL "C"

A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50 AND A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 51, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE REFERENCE POINT "C" AS DESCRIBED IN PARCEL "B" ABOVE; THENCE S.65°48'40"E. A DISTANCE OF 37.06 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.20°48'58"E. AND A CHORD DISTANCE OF 35.35 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 8.32 FEET, A CHORD BEARING OF S.17°28'29"E. AND A CHORD DISTANCE OF 11.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.59°08'19"E. A DISTANCE OF 86.10 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 138.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.38°36'17"E. AND A CHORD DISTANCE OF 97.07 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF S.63°04'10"E. AND A CHORD DISTANCE OF 106.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.71°55'50"E. A DISTANCE OF 54.26 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 80.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.84°36'21"E. AND A CHORD DISTANCE OF 63.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.61°08'32"E. A DISTANCE OF 166.51 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.71°33'05"E. AND A CHORD DISTANCE OF 14.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.81°57'38"E. A DISTANCE OF 56.54 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°57'38"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.08°02'22"W. A DISTANCE OF 131.33 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°45'10"E. AND A CHORD DISTANCE OF 69.17 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.72 FEET, A CHORD BEARING OF S.83°41'33"W. AND A CHORD DISTANCE OF 47.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.69°20'50"W. A DISTANCE OF 227.15 FEET TO THE POINT OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.82°25'06"W. AND A CHORD DISTANCE OF 18.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.84°30'39"W. A DISTANCE OF 199.39 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.50°29'18"W. AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.05°29'21"W. A DISTANCE OF 4.45 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 51.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°45'10"E. AND A CHORD DISTANCE OF 69.17 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.33°59'43"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.11°00'19"W. A DISTANCE OF 218.23 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 41.22 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.36°53'26"W. AND A CHORD DISTANCE OF 35.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.62°46'32"W. A DISTANCE OF 193.44 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 16.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.30°50'08"W. AND A CHORD DISTANCE OF 16.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.01°06'16"E. A DISTANCE OF 89.98 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.43°53'55"W. AND A CHORD DISTANCE OF 35.36 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.60 FEET, A CHORD BEARING OF S.71°35'36"W. AND A CHORD DISTANCE OF 56.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.54°17'28"W. A DISTANCE OF 234.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS

Sketch

## PLAYERS CLUB VILLAS CONDOMINIUM

PARCEL "C" CONTINUED

OF 75.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.41°02'39"W. AND A CHORD DISTANCE OF 34.56 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.72°47'33"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.62°12'11"W. A DISTANCE OF 115.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.17°12'28"W. AND A CHORD DISTANCE OF 35.35 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 31.82 FEET, A CHORD BEARING OF N.15°17'08"E. AND A CHORD DISTANCE OF 13.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.02°46'27"E. A DISTANCE OF 112.80 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 107.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.10°41'42"E. AND A CHORD DISTANCE OF 29.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°36'58"E. A DISTANCE OF 154.11 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 92.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.03°05'01"E. AND A CHORD DISTANCE OF 49.47 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N.32°32'53"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.77°33'05"E. A DISTANCE OF 189.33 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.32°33'05"E. AND A CHORD DISTANCE OF 14.14 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 24.00 FEET, A CHORD BEARING OF N.32°33'05"E. AND A CHORD DISTANCE OF 33.94 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 29.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.43°41'41"E. AND A CHORD DISTANCE OF 33.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.09°50'17"E. A DISTANCE OF 124.94 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.54°50'17"E. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.80°09'43"E. A DISTANCE OF 17.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.41°05'12"E. AND A CHORD DISTANCE OF 59.84 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE SOUTHWESTERLY HAVING A RADIUS OF 129.22 FEET, A CHORD BEARING OF N.45°10'46"W. AND A CHORD DISTANCE OF 119.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.72°41'49"W. A DISTANCE OF 26.84 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 95.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.47°27'41"W. AND A CHORD DISTANCE OF 81.41 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S.82°01'27"W. AND A CHORD DISTANCE OF 19.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.06°16'27"W. A DISTANCE OF 141.19 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.20°10'48"E. AND A CHORD DISTANCE OF 8.95 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 29.22 FEET, A CHORD BEARING OF S.14°10'46"E. AND A CHORD DISTANCE OF 31.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.18°16'27"W. A DISTANCE OF 157.75 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.63°16'12"W. AND A CHORD DISTANCE OF 35.35 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 47.10 FEET, A CHORD BEARING OF S.72°16'27"W. AND A CHORD DISTANCE OF 55.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.36°16'27"W. A DISTANCE OF 21.41 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.81°16'27"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.53°43'33"W. A DISTANCE OF 161.33 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.08°43'33"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.36°16'27"E. A DISTANCE OF 136.39 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.06°16'27"E. AND A CHORD DISTANCE OF 10.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.23°43'33"W. A DISTANCE OF 146.76 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.10°28'33"W. AND A CHORD DISTANCE OF 18.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE

# PLAYERS CLUB VILLAS CONDOMINIUM

## PARCEL "C" CONTINUED

N.02°46'27"E. A DISTANCE OF 81.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTH-  
EASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE  
A CHORD BEARING OF N.25°16'27"E. AND A CHORD DISTANCE OF 30.61 FEET TO THE POINT OF  
TANGENCY OF SAID CURVE; THENCE N.47°46'27"E. A DISTANCE OF 198.83 FEET TO THE POINT OF  
CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 7.90 FEET; THENCE NORTHWESTERLY  
ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.34°43'33"W. AND A CHORD DISTANCE OF  
15.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.62°46'27"W. A DISTANCE OF  
12.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF  
25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF  
N.72°13'13"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE;  
THENCE N.27°13'33"W. A DISTANCE OF 150.61 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE  
NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID  
CURVE, A CHORD BEARING OF N.12°13'33"W. AND A CHORD DISTANCE OF 20.71 FEET TO THE POINT  
OF TANGENCY OF SAID CURVE; THENCE N.02°46'27"E. A DISTANCE OF 54.50 FEET TO THE POINT OF  
CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHEASTERLY  
ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.47°46'29"E. AND A CHORD DISTANCE OF 183.85  
FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE  
SOUTHWESTERLY HAVING A RADIUS OF 50.10 FEET, A CHORD BEARING OF S.64°28'33"E. AND A CHORD  
DISTANCE OF 38.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.41°43'33"E. A  
DISTANCE OF 144.66 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS  
OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF  
S.03°16'27"W. AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE;  
THENCE S.48°16'27"W. A DISTANCE OF 26.57 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE  
NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID  
CURVE, A CHORD BEARING OF S.18°21'03"E. AND A CHORD DISTANCE OF 18.36 FEET TO THE POINT  
OF TANGENCY OF SAID CURVE; THENCE S.84°58'33"E. A DISTANCE OF 159.25 FEET TO THE POINT OF  
CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY ALONG  
THE ARC OF SAID CURVE, A CHORD BEARING OF S.75°23'36"E. AND A CHORD DISTANCE OF 13.32 FEET  
TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.65°48'40"E. A DISTANCE OF 36.19 FEET TO  
THE POINT OF BEGINNING. CONTAINING 18.26 ACRES MORE OR LESS. LESS AND EXCEPT THE LIVEN  
STORAGE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE  
AT REFERENCE POINT "C" AS DESCRIBED ABOVE; THENCE S.65°48'40"E. A DISTANCE OF 25.00 FEET  
TO A POINT LYING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE  
SOUTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.02°36'48"W. AND A CHORD DISTANCE  
OF 360.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.18°31'43"E. A DISTANCE OF  
24.07 FEET; THENCE N.74°04'46"E. A DISTANCE OF 92.24 FEET TO THE POINT OF BEGINNING; THENCE  
N.77°29'18"E. A DISTANCE OF 20.00 FEET; THENCE S.12°30'42"E. A DISTANCE OF 25.00 FEET;  
THENCE S.77°29'18"W. A DISTANCE OF 20.00 FEET; THENCE N.12°30'42"W. A DISTANCE OF 25.00  
FEET TO THE POINT OF BEGINNING. CONTAINING 500 SQUARE FEET MORE OR LESS.