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AMENDED AND RESTATED
DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SAWGRASS ISLAND

THIS AMENDED AND RESTATED DECLARATION FOR SAWGRASS ISLAND (the "Declaration"), is made as of this 15th day of April, 1994, by the SAWGRASS ISLAND HOMEOWNERS ASSOCIATION, INC. (the "Association").

R E C I T A L S:

1. The developer of Sawgrass Island executed and filed of record that certain Declaration of Covenants and Restrictions for Sawgrass Island dated December 1, 1987, recorded in Official Records Volume 767, beginning at page 1921, of the current Public Records of St. Johns County, Florida (the "Declaration").

2. The developer of Sawgrass Island no longer owns any lots within the Sawgrass Island Subdivision and has turned over control of the Association to the Owners.

3. In accordance with the provisions of Section 14.4 of the Declaration, the Association wishes to hereby amend and restate said Declaration so that this Amended and Restated Declaration shall replace and supersede in its entirety the previously recorded Declaration, and the lands described therein and herein and known as Sawgrass Island shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Amended and Restated Declaration, which shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in Sawgrass Island or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

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

Section 1.2 Benefits and Burdens. Every Person who is an Owner, by reason of taking title to any Lot within the Property, agrees and shall be subject to all the terms, conditions, covenants, restrictions and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

Section 2.1 Association. The Sawgrass Island Homeowners Association, Inc., a Florida non-profit corporation organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. Copies of the Articles of Restatement of the Articles of Incorporation and Amended Bylaws of the Association are attached hereto and made a part hereof as Exhibits "A" and "B", respectively.

Section 2.2 Board. The Board of Directors of the Association responsible for administration of the Association.

Section 2.3 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of all Owners. The Common Property shall specifically include, without limitation, Tract A, Tract B, Tract C, Tract D, Sawgrass Island Drive, Whisper Lake Lane West, Whisper Lake Lane East, Pebble Creek Lane West, and Pebble Creek Lane East, all as more particularly described on the plat of Sawgrass Island. In addition, the Common Property shall include, without limitation, any signage or entry features with associated landscaping serving the Subdivision, the bridge and associated structures and landscaping located at the entrance to the Subdivision, any bulkheads adjoining any lakes within the Subdivision or which service primarily the Subdivision, any water or sewer utility lines or facilities serving improvements within the Subdivision and not owned by or transferred to another entity, and any other improvements, fixtures and personal property now or hereafter situated thereon and all appurtenant easements, subject to any Rules and Regulations adopted by the Association and the provisions of this Declaration.

Section 2.4 Declaration. The original Declaration of Covenants and Restrictions for Sawgrass Island recorded in Official Records Volume 767, beginning at page 1921, of the current public records of St. Johns County, Florida, as amended by this Amended and Restated Declaration and any future amendments hereto.

Section 2.5 Legal Documents. This Declaration, as amended from time to time, together with the Association's Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws"), copies of which are attached hereto, as amended from time to time.

Section 2.6 Limited Common Area. The portions of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), together with any portion of the Common Property contiguous to the Lot which, as a result of the natural configuration of the Property is primarily of

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benefit to such Lot or which has been designated as Limited Common Area. Any question concerning the boundary or maintenance of a Limited Common Area shall be determined by the Association.

Section 2.7 Lot. Any lot or other parcel of land shown on the recorded subdivision plat of the Property which is designated or intended thereon as a residential lot, together with any improvements thereon, excluding any separately designated parcels intended for use as Common Property or for utilities or drainage uses, or dedicated to public use.

Section 2.8 Owner or Member. A Person who is a record owner of a Lot, excluding any Person holding fee simple title merely as security for the performance of an obligation.

Section 2.9 Person. Any natural person or entity of any sort having legal capacity.

Section 2.10 Players Club Association. The Sawgrass Players Club Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.11 Players Club Covenants. The Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, beginning at page 508, of the current Public Records of St. Johns County, Florida, as amended from time to time.

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

Section 2.13 Players Club West Covenants. The Declaration of Covenants for Players Club West, recorded in Official Records Book 767, beginning at page 1855, of the current Public Records of St. Johns County, Florida, as amended from time to time.

Section 2.14 Property, Sawgrass Island or the Subdivision. That certain real property located in St. Johns County, Florida and known as Sawgrass Island, according to the plat thereof recorded in Map Book 21, pages 18 through 23, of the current Public Records of St. Johns County, Florida.

Section 2.15 Rules and Regulations. Any rules and regulations relating to use of the Property duly adopted by the Board of Directors of the Association in accordance with the Legal Documents.

Section 2.16 Surface Water or Stormwater Management System. The system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding,

overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 2.17 Interpretation. Unless the context expressly requires otherwise: the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the term "including" or "include" is without limitation. Wherever any time period is measured in days, if the time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Property" and "Subdivision" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements, as and if applicable. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, apply, or enforce any substantive provisions hereof. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE III PROPERTY RIGHTS

Section 3.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property. Every Member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property, which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

3.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure or otherwise.

3.1.2 The right of the Association to grant such easements and rights of way as it may deem appropriate for the proper maintenance or operation of the Property.

3.1.3 All provisions of this Declaration, any plat of all or any part of the Property, and the Legal Documents.

3.1.4 All Rules and Regulations governing the use and enjoyment of the Common Property adopted by the Association, and easements and restrictions of record affecting any part of the Common Property.

3.1.5 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a roadway, across the Limited Common Area of his Lot, after obtaining architectural approval of the location, design and composition of the driveway, in accordance with the provisions hereinafter set forth. These driveways are hereby designated for the exclusive use of the Owners of the Lots served, their guests, invitees and authorized delivery persons.

ARTICLE IV THE ASSOCIATION

Section 4.1 Membership. Each Owner shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot within the Subdivision hereby covenants, and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association all annual assessments and charges, all supplemental assessments, all special assessments for capital improvements or major repairs, all assessments for costs as hereinafter described, and all specific assessments levied against such Owner and/or his Lot. Such assessments shall be fixed, established, collected and enforced from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate, late charges (as hereinafter set forth) and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot, shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the payment of any type of assessments by waiver of such Owner's rights to use or by non-use of the Common Property, by abandonment of such Person's property, or otherwise.

Section 5.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the benefit of the Subdivision and its residents, for preserving and enhancing the beauty, quality and aesthetics of the Subdivision, and promoting the recreation and enjoyment of the residents in the Subdivision, and in particular, for the improvement, maintenance and repair of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well

as for such other purposes as are permissible activities of, and are undertaken by the Association, in the sole discretion of the Board.

Section 5.3 Rate of Assessment. All annual and special assessments shall be levied and collected at a uniform rate for each Lot subject to assessment.

Section 5.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article V to meet the projected financial needs of the Association. The Board's decision as to the amount of the annual assessments and manner of collection shall be final.

Section 5.5 Supplemental Assessments. If the Board fixes the annual assessment for any year, and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment, which shall not be considered a special assessment pursuant to Section 5.6 hereof.

Section 5.6 Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy at any time in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair, or replacement of a capital improvement, including any necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3rds) of the members of the Board.

Section 5.7 Assessments for Costs. Each Owner shall pay any assessments for costs provided for under this Declaration, upon request by the Association and in accordance with the time frames set forth herein or by the Board.

Section 5.8 Assessments for Costs; Specific Assessments. Any indebtedness or obligation of an Owner to the Association arising under any provision of the Legal Documents, including any assessment for costs and all late fees, costs and expenses to the Association of performing for any Owner the obligations of such Owner as provided in the Legal Documents, may be assessed by the Association against the Owner and his Lot as a specific assessment after failure by the Owner to pay all amounts due within thirty (30) days after written notice from the Board. Any such specific assessment shall be approved by the Board.

Section 5.9 Negligence. An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his acts, neglect or carelessness or by that of his family, guests, employees, contractors, agents, representatives, licensees or other

invitees. This expense shall become part of the assessment for which such Lot and Owner are liable hereunder and under the Articles. As such, this expense shall be both a lien upon such Lot and the personal obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 5.10 Date of Commencement of Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance on not less frequently than a quarterly basis or as otherwise determined by the Board. The payment schedule and due dates of any assessments shall be fixed in the resolution authorizing such assessments. Written notice of the assessments shall be sent to every Owner subject thereto not later than thirty (30) days after approval of the assessments by the Board.

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

Section 5.11 Lien in Favor of Association. The Association may record in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount, and the due date. Such claim of lien shall secure assessments, interest, late charges and costs of collection, which shall specifically include court costs, reasonable attorneys' fees, and amounts necessary to pay taxes and prior encumbrances and interest thereon which are due and payable when the claim of lien is recorded or which may accrue thereafter and prior to voluntary payment or the entry of a final judgment of foreclosure or personal judgment against the Owner. Such claim of lien shall be signed and verified by an officer, agent or manager of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction.

Section 5.12 Remedies of the Association.

(a) Personal Obligation. Any assessment of any type not paid within fifteen (15) days after its due date shall bear interest from the date due until paid in full at the maximum rate permitted by law from time to time in the State of Florida. In addition, each annual, supplemental or special assessment not paid within fifteen (15) days after its due date shall be subject to a late fee of Twenty Five Dollars (\$25.00), or such other amount as reasonably determined by the Board from time to time, as agreed upon and liquidated compensation to the Association, for the additional expenses incurred in processing and administering the late payment, any

other measure of compensation for a late payment being speculative and impossible to compute. The Association may bring an action at law against any Owner for a money judgment for payment of such assessment(s), together with interest, late fees and costs, or to foreclose its lien. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise affecting or impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments that become due during the period of foreclosure. All such costs and expenses, interest, late fees, assessments and the amounts set forth in Section 5.1 above are secured by the lien foreclosed. The Association has the right to bid at the legal sale or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as the owner, but for the purpose of resale only.

Section 5.13 Homestead. By ownership of any Lot within the Property, or acceptance of any deed to any Lot, each Owner is deemed to acknowledge and agree that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 5.14 Subordination to Lien of Mortgages. The lien for assessments established by this Article is subordinate to the lien of any first mortgage on the Lot which is perfected by recording prior to the recording of a claim of lien for unpaid assessments by the Association. Sale or transfer of any Lot, or other lands within the Property, does not affect the Association's assessment lien, except that the sale or transfer pursuant to a first mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payments that became due before such sale or transfer, unless such assessments were secured by a claim of lien for assessments that is recorded prior to recording of said first mortgage. Any assessments extinguished by the foreclosure of a first mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners, including the foreclosing first mortgagee, in accordance with the Association's assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien rights. The Association shall report to any first mortgagee any assessments remaining unpaid for more than sixty (60) days and

shall give such first mortgagee thirty (30) days within which to cure such delinquency before instituting foreclosure proceedings, provided that the first mortgagee has given the Association written notice of its mortgage, designating a proper legal description of the property encumbered and stating the address to which notices shall be given.

Section 5.15 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

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

(b) Any Common Property; and

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

Notwithstanding any provisions herein, no land or improvements devoted to residential dwellings or related use shall be exempt from such assessments, charges or liens herein created.

ARTICLE VI ASSESSMENTS FOR EXTERIOR MAINTENANCE AND USE AND MAINTENANCE OF LIMITED COMMON AREAS

Section 6.1 General. Each Owner, at his expense, shall maintain in good order and repair in compliance with all provisions set forth herein, and in an attractive condition at all times, all portions of his Lot and residential unit, including, without limitation, the roof, gutters, downspouts, exterior building surfaces, all portions of fences within the Lot, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on or within the Lot. Each Owner shall also maintain the lawn and other landscaped portions of his Lot and the Limited Common Areas, if any, in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, watering and edging. All Owners of lakefront lots shall keep the shoreline of the lake abutting or within their Lot in a clean, neat and orderly condition as hereinafter set forth, free from all litter, vegetative growth and debris. Vacant Lots shall be maintained in a "park-like" condition as determined or established by the Board, and free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other

casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition and in compliance with the provisions of this Declaration. Each Owner shall promptly perform any maintenance, repair, restoration, replacement, removal or other work requested by the Association by written notice specifying the necessary items of maintenance, repair or otherwise, and each Owner shall be liable for any fines imposed by the Association, and all direct losses, damages or costs incurred by other Owners or the Association caused by reason of his failure to promptly perform such work. Failure to properly maintain a Lot or residential unit shall permit the Association to perform such work as provided in Paragraph 6.2 hereof, and to levy fines and assessments to recover the costs thereof, including any legal or other professional fees relating thereto.

Section 6.2 Exterior Maintenance. Five (5) days after written notice to any Owner stating that such work is necessary, the Association may perform or provide maintenance, repair, restoration, removal or other work or services for or upon any residence or other improvements located upon any Lot, or any Lot requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood or to bring the Lot into compliance with the provisions of this Declaration. Such acts shall include painting, repairs, roof repair and replacement, gutters, downspouts, exterior building surfaces, and Lot or yard cleanup and/or maintenance. The Lot Owner shall have five (5) days after written notice, or such longer period as may be allowed by the Association, within which to perform the required maintenance or other work after being notified in writing by the Association that such maintenance or other work is necessary before the Association has the right, but not the obligation, to undertake the maintenance or other work.

Section 6.3 Assessments for Costs. All costs, expenses and amounts of any sort relating to such repair, maintenance or other work shall be assessed against the Lots(s) upon which such work is performed, or, in the opinion of the Board of Directors of the Association, benefitting from the same, and the Owners thereof. The assessment shall be apportioned among the Lots and Owners involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots and Owners in the affected area. Such assessments shall be a lien on the applicable Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided by the Board.

In addition to the other rights and remedies of the Association set forth herein and notwithstanding anything in this Declaration to the contrary, any assessment for costs of any sort made by the Association due to an Owner's failure to perform the

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work after notice by the Association, as set forth above, shall be subject to an additional administrative fee of Twenty Five and No/100 Dollars (\$25.00) or Ten Percent (10%) of the costs of performing the work, whichever is greater, or such other amount as reasonably determined by the Board from time to time, as agreed upon and liquidated compensation to the Association for the additional expenses incurred in processing and administering the work, any other measure of compensation being speculative and impossible to compute.

Section 6.4 Access. For the purpose of performing the work authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after notice to the Owner set forth above, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon during the hours set forth in Section 9.23.1 below; provided, however, that in the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable in the opinion of the Board.

Section 6.5 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner may use the Limited Common Area of his Lot as a yard, subject to the rights of the Association to establish Rules and Regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under this Declaration, including the right to locate or relocate roads within the Common Property. The Owner shall not place or erect any structure within the Limited Common Area other than a driveway as provided herein, or as otherwise approved in accordance herewith.

ARTICLE VII
ARCHITECTURAL CONTROL OF SUBDIVISION
AND ARCHITECTURAL REVIEW BOARD

Section 7.1 Players Club Architectural Review and Approval. Each Lot shall be subject to the architectural control of the Players Club Association as provided in the Players Club Covenants. No original construction of any improvement, structure or landscaping of any kind, including any residential unit, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Players Club Architectural Control Committee ("PCACC"). It shall be each Owner's responsibility to apply for and receive approvals where necessary from the PCACC at their cost and expense. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in

relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Players Club Architectural Control Criteria (the "Architectural Control Criteria"), as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the PCACC and no plan or specification, or modification to approved plans shall be deemed approved unless a written approval is granted by the PCACC to the Owner submitting same. The PCACC shall approve or disapprove plans and specifications properly submitted within sixty (60) days of each submission.

Section 7.2 Sawgrass Island Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Sawgrass Island Architectural Review Board (the "ARB"), which shall consist of three (3) or five (5) members appointed by the Board of Directors of the Association, who shall be Members of the Association, provided, however, that the Board may additionally appoint at least one (1) architect or landscape architect thereto who need not be a Member of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board.

Section 7.3 Section Powers and Duties of the ARB. In addition to the other powers and duties set forth in this Declaration, the ARB shall have the following powers and duties:

7.3.1 To recommend amendments to the Architectural Planning Criteria for Sawgrass Island (the "Architectural Planning Criteria") to the Board. Any amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and the Architectural Control Criteria, and shall not be effective until adopted by a majority of the members of the Board at a duly called meeting at which a quorum is present and voting. Upon approval by the Board, notice of the amendments to the Architectural Planning Criteria, including a verbatim copy of such amendments, shall be delivered to each Member of the Association, provided, however, that the delivery to each Member of the Association of notice and a copy of any amendments to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendments, nor shall it be necessary for any such amendments to be recorded.

7.3.2 To require submission to the ARB of four (4) complete sets of all plans and specifications for any improvement, addition, change, modification or structure of any kind requiring review and approval of the ARB, including any building, fence,

wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, walkway, deck, landscaping, driveway or other improvement, addition, change, modification or structure, the construction, erection, performance or placement of which is proposed upon any Lot, or any change in exterior color of any structure, signed by the Owner thereof. The ARB shall also require submission of samples of building materials and colors proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvement on existing tree cover and such additional information as may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

7.3.3 To approve or disapprove in accordance with the provisions of this Article VII, any improvement, addition, change, modification or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, walkway, deck, landscaping, driveway or other improvement, addition, change, modification or structure, the construction, erection, performance or placement of which is proposed upon any Lot, or any change in exterior color of any structure. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review any such decision shall be dispositive as to Association approval or disapproval.

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

Section 7.4 Architectural Decisions. Any architectural review conducted by the ARB or the Association is subject to review by the PCACC. The decision of the PCACC shall be final and supersede any decision of the ARB or the Association.

Section 7.5 Compensation of ARB. The Board may, at its option, pay reasonable compensation to members of the ARB.

Section 7.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals by or from the Association, Players Club Association, ARB, or PCACC contemplated under this Article, neither the Players Club Association, the PCACC, the ARB, nor the Association shall be liable to any Owner or to any other Person on account of any claim, liability, damage, cost or expense suffered or incurred by or threatened by or against any Owner or any such other Person arising out of or in any way related to any such reviews, acceptances, inspections, permissions, consents or approvals, whether given,

granted or withheld by the Players Club Association, the PCAARB, the Association or the ARB.

ARTICLE VIII
OTHER HOMEOWNERS ASSOCIATIONS AND RESTRICTIONS

Section 8.1 Players Club Association. There are two (2) additional homeowners associations of which Owners of Lots in the Subdivision will automatically become members upon the acceptance of a deed to a Lot. The Players Club Association represents residents of the Players Club at Sawgrass, including the Subdivision, and its members are as described in the Players Club Covenants and the Articles of Incorporation and Bylaws of the Players Club Association. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the Players Club Covenants.

Section 8.2 Players Club West Association. The Players Club West Association represents residents of that portion of the Players Club at Sawgrass known as Players Club West, as such terms are defined in the Players Club West Covenants. Membership in the Players Club West Association is determined by the provisions of the Players Club West Covenants and the Articles of Incorporation and Bylaws of the Players Club West Association. The Players Club West Association shall also have certain powers, rights and duties with respect to the Property, and with respect to Players Club West, as are more particularly set forth in the Players Club West Covenants.

Section 8.3 Lien Rights. Both the Players Club Association and the Players Club West Association are entitled to a lien upon a Lot for any unpaid assessments for expenses incurred or to be incurred by the Players Club Association or the Players Club West Association in the fulfillment of their respective maintenance, operation and management responsibilities, as set forth in the Players Club Covenants and Players Club West Covenants.

Section 8.4 Collection of Players Club and Players Club West Association Assessments. For the convenience of the Owners, the Board may elect and agree to collect assessments due to the Players Club Association and Players Club West Association from the Owners in the same manner and at the same time as assessments due to the Association are collected. Collection of assessments due to the Players Club Association or the Players Club West Association by the Association pursuant to this Section 8.4 shall not in any way limit or impair the respective rights of either the Association, the Players Club Association, or the Players Club West Association to enforce collection of assessments as provided in this Declaration, the Players Club Covenants and the Players Club West Covenants.

Section 9.2 Construction Standards. Lots may only be improved by the construction or reconstruction of residential units in accordance with plans and specifications for such residential units and landscaping plans relating thereto approved in writing by the PCACC, in accordance with the terms and procedures described in the Declaration and the Architectural Control Criteria and Architectural Planning Criteria, as amended from time to time. Each residential unit within the Property shall contain a minimum of 3,000 square feet of heated and air conditioned enclosed living area, and no residential unit shall be more than thirty five feet (35') in height, unless approved in writing by the PCACC.

Section 9.3 Completion of Commenced Construction. When the construction of any approved residential unit has been commenced, work thereon shall be prosecuted diligently and continuously until full completion. The main residence and all related structures shown on the approved plans and specifications must be completed within nine (9) months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities or other force majeure or Acts of God, or unless approved in writing by the Board. All construction vehicles, including those delivering materials and supplies (except trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway, and shall not park at any time on the street or upon any portion of the Property other than the Lot on which this construction is proceeding. All contractors must comply with the contractor's rules and regulations set forth in Section 9.23 hereinafter, and adopted by the Board from time to time. Failure of any contractor to so comply shall subject the contractor and the responsible Owner to the fines, penalties, damages and other liabilities set forth in Section 9.23 of this Declaration, as amended or supplemented by the Board from time to time by written rules and regulations, which shall not be required to be recorded, but which shall be mailed to each Owner within thirty (30) days after adoption by the Board.

Section 9.4 Alterations, Modifications, and Maintenance of Exteriors. An Owner shall not make, construct, maintain, or cause or permit to be made, constructed, or maintained, any alteration, modification, improvement, or change of any sort to the structural components, roofs, yards, driveways, or exterior of his residential unit or Lot, nor make any additions of any sort to the exterior of his residential unit or Lot, including, without limitation, any change in the color of the residential unit or any other structure on his Lot or, the installation of window air conditioners or additional lighting, without the prior written approval of the ARB. An Owner shall maintain, repair, and replace the exterior of his residential unit and Lot at all times in a good, neat, orderly, and clean condition, and with materials and paint of the same type, style and color and of equal or greater quality as originally constructed. All painted or stained surfaces shall be repainted or

restained in the same color on a regular basis as required to maintain the exterior appearance in a good, neat, clean, orderly, well-painted and finished manner, unless prior written approval of the ARB has been obtained to change the color.

Section 9.5 Other Structures. No shed, shack, detached outbuilding, trailer, tent, tank, storage building, or other temporary or movable building or structure of any kind, whether similar or dissimilar to the foregoing (except for rental party tents which may remain on a Lot for a period of up to forty-eight (48) hours) shall be erected, placed, or permitted to remain on any Lot without the approval of the ARB. No pet house, play house, tree house, swing set, playground, platform, basketball backboard, above ground storage of wood, construction materials or other items or structures of a similar kind or nature shall be erected, placed, or permitted to remain on any Lot in any area visible from the street or another Lot, without the prior approval of the ARB. No picnic areas shall be erected or permitted to remain on any Lot prior to the start of construction of a residential unit thereon. Nothing in this paragraph shall prevent the use of temporary buildings in connection with and during the period of actual construction of the main residential unit and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

Section 9.6 Landscaping. Prior to initial construction on any Lot, all landscaping plans, together with a complete tree, shrub, and plant list specifying the sizes and locations, must be submitted to and approved in advance by the PCACC, in accordance with the terms of the Architectural Control Criteria, as amended from time to time. All landscaping plans must include a sprinkler system. After substantial completion of construction of a residential unit on a Lot in accordance with the approved plans, no living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the ARB, except for the removal of tall pines for the purpose of preventing damage to the residence from future storms. Any living or dead ornamental trees which are removed must be replaced by the Owner, unless otherwise approved in writing by the ARB. Any person removing trees in violation of this covenant shall pay to the Association, a stipulated liquidated damage sum of Twenty Dollars (\$20.00) per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of Two Thousand Dollars (\$2,000.00) for any Lot. No rocks, gravel, artificial grass, artificial plants, or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. All planted areas on Lots surrounding residential units shall be served by an underground sprinkler system submitted as part of the landscape plans. Vacant lots shall be maintained in a "park-like" manner, as prescribed by the Board from time to time.

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Section 9.7 Fences.

(a) General. No fence or wall may exceed four (4) feet in height. No chain link, barbed wire or other form of wire fence shall be permitted. All fences must be painted or stained, must be consistent with the color and materials used for the residential unit, and must be maintained in good repair and condition to preserve an attractive appearance from the exterior of each Lot, as determined in the sole discretion of the ARB. No fence, wall or hedge shall unreasonably interfere with the neighboring property owner's view of any of the Common Property or lakes, as determined by the ARB.

(b) Preservation of Easement Rights. Specific reference is made to the easements shown on the Subdivision plat and reserved herein. No fence, wall, or other improvement that might interfere with the exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

(c) Clear View Rights. No fence, wall, hedge, shrub, bush, tree or other object which might, in the ARB's sole judgment, unreasonably impair a motorist's vision on any Common Roads shall be constructed, placed, or allowed to remain on any Lot.

Section 9.8 Setback Lines. All structures constructed within the Property must conform to the set-back requirements in the Architectural Control Criteria, as such may be amended from time to time, which shall not be less than the minimum set-back requirements established by the Final Development Plan for Sawgrass Island, the regulations of St. Johns County from time to time, or any other applicable set-back provisions of record. If such approval would not violate the above, the PCACC may approve requests for slight reductions or variations in the set-back lines when the front and side set-back lines or other applicable restrictions would not have a detrimental effect on privacy, view, preservation of trees or other important considerations, or would prohibit the construction of an approved residential unit on the Lot without the requested reduction or variation. The PCACC shall at all times control the precise initial site and location of all improvements and structures on any Lot, after consideration by the PCACC of the Lot Owner's specific site recommendations and in accordance with any applicable laws, ordinances or other governmental requirements.

Section 9.9 Parking Restrictions and Garages.

(a) Parking. Unless expressly authorized by the Board, no truck, recreational vehicle, boat, trailer, motor home, inoperable vehicle or other vehicle or undesirable object, may be parked, stored, painted, repaired or otherwise worked on anywhere within the Property or Common Areas, except that functional passenger automobiles, motorcycles, pick-up trucks and vans without advertising thereon (collectively, "Permitted Vehicles") may be parked in a garage attached to a residential unit or in the driveway appurtenant thereto. Boats, trailers and other vehicles that are not Permitted Vehicles may be parked only in the garage of a residential unit. Commercial vehicles may park in driveways as necessary for pickup and delivery or providing necessary and requested services to an Owner, his guests or any permitted occupant of a residential unit, but no such vehicle shall be parked within public view on a consistent basis. No part of the Common Areas or public right-of-ways shall be regularly used for parking, except for parking spaces designated by the Association, if any. Nothing in this Paragraph shall prohibit the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty eight (48) hours, or the parking of trucks or other commercial vehicles on any Lot or road during the construction of a residential unit.

(b) Garages and Driveways. No garage of any residential unit shall face the street, and no garage shall be permanently enclosed or converted to another use without prior written approval as required in this Declaration. No carports shall be permitted. All units must be constructed with a garage attached, which shall contain at least two (2) parking places appropriate for the parking of Permitted Vehicles. Backing of vehicles onto Common Roads is prohibited, and additional driveway and parking space is recommended, with turnaround or backup areas being provided. All garage doors shall be kept closed when not in use. All improved Lots shall have a paved driveway with a hard surface such as concrete, brick or exposed aggregate, in accordance with the plans approved by the ARB.

Section 9.10 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any residential unit or Lot, unless the location, size and design thereof have been approved by the ARB. In general, the ARB shall not approve any such items unless the proposed antenna system for the residential unit can be completely hidden from view from the street and adjacent Lots.

Section 9.11 Occupancy and Leasing Restrictions. Each of the residential units shall be occupied only by the Owner or lessee

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of a residential unit, members of his family, servants and non-paying social guests. Entire residential units may be rented, provided that the occupancy is only by the lessee, the members of his family, servants and non-paying social guests. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is expended by the Association to repair any damage or for any other purpose resulting from acts or omissions of any lessee or other occupant (as determined in the sole discretion of the Board), including payment of any claim for injury or damage to property caused by the negligence or recklessness of the lessee or occupant. Special assessments may be levied against the Lot for such amounts, and all rights of the Association relating to assessments and the collection thereof shall apply thereto. No rooms may be rented and no transients may be accommodated in any residential unit.

Section 9.12 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property or Common Areas, except that up to two (2) caged birds, two (2) domesticated dogs, except pit bulls, and two (2) domesticated cats may be kept by the occupants of each residential unit, subject to the Association's rules and regulations, provided that such pets are not kept, bred or maintained for any commercial purpose, and provided further, that such pets, in the Board's sole judgment, are neither dangerous nor a nuisance to the residents of the Property, nor destructive to property or wildlife. Dogs must be leashed or kept within enclosed areas at all times. Enclosed areas shall include areas restricted by invisible fences, provided that such invisible fences shall be continuously and properly maintained in working order and shall be fully effective in restraining the dog(s). Based upon violations by Owners within the Property relating to a certain pet, the Board may, in its sole discretion, require the construction of a visible fence, require removal of the pet from the Property, or take such other actions as deemed necessary or appropriate. No pets shall be allowed unattended on any part of the Common Property. If, in the discretion of the Board, any animals shall become dangerous or an annoyance or nuisance to the other Owners, or destructive of wildlife or property, they may not thereafter be kept on a Lot.

Section 9.13 Storage of Materials Outside, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for storage, HVAC equipment, clotheslines, lawn care equipment, trash receptacles, garbage or trash, or other materials, supplies or equipment to be stored outside shall be kept in a service court screened from view from adjacent Lots and any street by a barrier at least four (4) feet high. No rubbish, trash, garbage, or other waste materials or accumulations shall be kept, stored, or permitted anywhere within the Property or Common Property, except inside the residential unit, or in refuse containers in the service court concealed from view, or placed at curbside for regular garbage collection and disposal, and in accordance with the

Architectural Planning Criteria. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property or Common Property.

Section 9.14 Sewage Disposal and Water Service and Regulation. All water and sewage facilities and service to the Property and Lots shall be supplied by means of the central water supply and sewage disposal system providing service to the Property and Lots, except for water wells on improved Lots for the exclusive purpose of providing landscape irrigation or air conditioning to such Lot or residential unit. No septic tank may be installed on any Lot. No waste or sewage may be discharged on the open ground or into the lakes. The public utility having jurisdiction, the Association, or their successors or assigns, as applicable, shall have a non-exclusive perpetual easement, in, to, over and under the areas described on the Subdivision plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

All Lots and residential units within the Property are subject to such rules, regulations, charges and procedures relating to water and sewer service, rates, usage, rights, privileges and obligations, as may be promulgated or adopted from time to time by the applicable public utility. The provision of water and sewage disposal services to any Lot or residential unit may be discontinued at any time for the non-payment of water and/or sewage disposal charges and fees. Water and sewage disposal hook-up fees and all usage charges and fees shall be the personal obligation of the Lot Owner and occupant to whom the service is provided.

Section 9.15 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association and the Players Club Association. Each Owner shall pay, when due, the periodic charge or rates for such garbage collection service made by the party or company providing the same.

Section 9.16 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

Section 9.17 Signs and Mailboxes. Unless otherwise approved in writing by the Board, no sign of any kind shall be displayed to public view within the Property, except standard and customary entrance signs, street signs, directional signs and street address signs in accordance with the terms of this paragraph. The ARB shall have the right to require that each residential unit maintain a street address sign, with such uniform design, style, and location as may be designated by said ARB. The size, design, color

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and location of all mailboxes and the supporting structures may also be designated by the ARB.

Section 9.18 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. No rugs, drapes, or similar items shall be hung outside of any residential unit.

Section 9.19 Window Coverings and Air Conditioners. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any window of a residential unit without the prior written approval of the ARB. No window air conditioning units shall be installed.

Section 9.20 Wetlands.

(a) General. Subject to any applicable laws, regulations, or other requirements, only Arvida/JMB Partners (for so long as applicable), the Players Club Association, and the Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property, or adjacent to or near the Property for the purpose of irrigation or any other use, notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to any applicable laws, regulations, drainage easements, and other requirements, only Arvida/JMB Partners (for so long as applicable), or the Players Club Association, as applicable, shall have the right to control the water level of any lakes, and to control the growth and eradication of plants, animals, fish, and fungi in or on any such lakes. No swimming, bathing, or other recreational activity of any nature shall be permitted in, about, or on any lake, except that fishing, canoeing and boating shall be permitted, provided that the Association shall have no liability relating thereto. No trash, garbage, lawn clippings, yard waste, debris, or other item shall be put into any lake.

(b) Governmental Permits. No construction of improvements and no dredging or filling activities shall be permitted, except with the prior written approval of the ARB and as allowed by the St. Johns River Water Management District or other applicable law or governmental agency, provided, however, that any dredging or filling activities required under the SJRWMD permit applicable to the Property shall require only the approval of the SJRWMD. The foregoing provisions may not be amended without the approval of the St. Johns River Water Management District.

The Association shall reimburse the Players Club Association for the cost of water quality maintenance undertaken by the Players

Club Association in any lake within the Property, except for lakes that are connected to the Players Club drainage system via a connection that allows a two-way interchange of water. If a lake that is not so connected to the Players Club drainage system lies partly within and partly outside the Property, then the Association shall reimburse the Players Club Association for the percentage of the cost of such water quality maintenance lying within the Property. The cost of manual or mechanical removal of trash, debris and undesirable plants undertaken by the Players Club Association within any lake within the Property shall be chargeable at the option of the Players Club Association, to the Owner of the property including that portion of the lake on which such maintenance is performed. Lots which now, or may hereafter be, adjacent to, or include a portion of, a lake (the "Lake Parcels") shall be maintained so that such grass, planting or other lateral support prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed by the Owner without the prior written consent of the Association. If the Owner of any Lake Parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, except in the event of a natural occurrence, the Association or Players Club Association shall have the right, but not the obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Parcel. Title to any Lake Parcel shall not include ownership of any riparian rights associated therewith. No decks, docks, moorings, pilings, or other structures shall be constructed on such embankments unless and until same shall have been approved by the PCACC and ARB, as applicable. No bulkheads shall be permitted to be constructed without the prior written consent of the Players Club Association. The Players Club Association and the Association shall have the right to adopt reasonable rules and regulation from time to time in connection with use of the surface waters of any lake within the Subdivision or adjacent to or nearby the Subdivision. The Players Club Developer or its successors or assigns shall have the right to deny such use to any Person who in the opinion of the Players Club Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other Persons pursuant to any rules and regulations of the Players Club Association.

Section 9.21 Maintenance of Surface Water or Stormwater Management System; Amendment; Enforcement. The Players Club Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District or any other applicable government-

tal agency. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The cost of such maintenance shall be apportioned among the Players Club Association, the Association, and the Owners as set forth in Section 9.20.

Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District and any other applicable governmental agency.

The St. Johns River Water Management District and any other applicable governmental agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9.22 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements within the Property, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration and the PCACC and ARB rules and regulations in effect at the time, or the Owner shall have the option of clearing the Lot, including removing the slab and shall thereafter restore and maintain the Lot in a "park-like" condition, as prescribed by the ARB. Notwithstanding the foregoing, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with all provisions of this Declaration applicable thereto whenever repairing or rebuilding damaged improvements.

Section 9.23 Contractor's Rules and Regulations.

The following rules and regulations, and such additional or modified rules and regulations as may from time to time be adopted by the Board, shall apply to all general contractors, subcontractors, and their employees, suppliers, agents, guests or licensees on the Property. The Board shall send notice of any additional or amended contractor's rules and regulations to the Owners within thirty (30) days after adoption thereof by the Board, and the Owners shall be responsible for communicating the same to their contractor and ensuring said contractor's compliance therewith. The general contractor shall be required to communicate these rules to all applicable parties and will be jointly and severally liable with the Owner of the Lot for the actions of such parties relating to the Property.

Violations of the rules set forth below and established by the Board from time to time will result in fines which shall be uniformly imposed per incident by the Board for such violations. No warnings shall be required. In addition thereto, the Association shall have all rights and remedies at law or in equity, including an action for damages against the contractor, Owner or any other applicable party.

9.23.1 The earliest and latest permitted hours of work shall be as follows (except in the event of an emergency, as approved or ratified by the Board at the earliest possible time):

- Monday through Friday - year round: 7:00 a.m. to 5:00 p.m.
- Saturday: 8:00 a.m. to 2:00 p.m.
- Sunday: No work permitted.

9.23.2 No noise other than that created by normal construction activities shall be permitted, specifically including sound created by radio and stereo equipment.

9.23.3 Dumpsters and portable toilet equipment must be located at least twenty five (25) feet from the curb and side lot line.

9.23.4 All trash, debris and noticeable construction materials (except small wood scraps) must be picked up from the Lot and street and placed in a dumpster or hauled away at the end of each day. This includes debris from tree and brush trimmings. All wood scraps must be placed in dumpsters or hauled away by 5:00 p.m. each Friday.

9.23.5 Contractors shall be responsible for removing dirt and other debris from the street caused by vehicles entering and exiting the construction site, as well as other activities. Debris must be removed each day and dirt must be removed by 5:00 p.m. each Friday.

9.23.6 Dumping of concrete or any other trash or debris on any vacant Lot or Common Property is prohibited.

9.23.7 No animals may be brought onto Sawgrass Island by contractors or their subcontractors.

9.23.8 No fishing shall be permitted in the water surrounding Sawgrass Island.

9.23.9 No signs advertising real estate for sale, model home directions, etc. shall be permitted without the approval of the Board.

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9.23.10 The contractor will be held responsible for any damage to roads, curbs, drainage systems, street lights, landscaping, or otherwise, as well as any other private or Association property.

Approval of any matter to be addressed by the ARB may be granted, withheld, or denied, in the ARB's sole discretion, as more particularly set forth in the Declaration, and any decision of the ARB with respect to any matter shall be considered a reasonable and legitimate exercise of the ARB's discretion for all purposes.

ARTICLE X RIGHTS AND EASEMENTS

Section 10.1 Golf Easement. There has been reserved for the original developer and its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts include the recovery of golf balls, provided such golf balls can be recovered without damaging the Property or any Owner's property, and without interfering with any Owner's rights or use of his property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club. Notwithstanding the foregoing, those persons playing golf on the golf course lying near or adjacent to the Property shall not be permitted to play balls which have come to rest on the Property, but shall merely have access over the Property for the sole purpose of recovery of golf balls as set forth above.

Section 10.2 Easements for Ingress and Egress, Utilities and Drainage. There has been reserved for the original developer and its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of the Subdivision; and (ii) a strip of land within each Lot ten (10) feet in width at the front and rear of each Lot and seven and one half (7-1/2) feet in width along the side of each Lot.

Section 10.3 Easements for Lake Maintenance. There has been reserved for the original developer and its successors, assigns and designees, a right of access and easement to erect, maintain, and use lake areas, drainage control structures, water quality control structures, bulkheads, and similar improvements necessary for the

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Players Club Association to perform its obligations, on, in and over those portions of any Lot or Common Area made subject to this Declaration and lying waterward of the drainage control line shown on the plat of the Subdivision.

Section 10.4 Cables. There has been reserved by the original developer, for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 10.5 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Players Club Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow onto an adjacent Lot or into sanitary sewer lines.

Section 10.6 Easement for Maintenance Purposes. The Association, and the Players Club Association, their agents, employees, successors or assigns are hereby granted an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving any marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance or improvement of which may be required or allowed to be performed by the Association or the Players Club Association.

ARTICLE XI RIGHTS GRANTED BY THE ASSOCIATION

Section 11.1 Players Club Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or the Players Club Association to serve the Property, holders of mortgage liens on any Lot, and such other Persons as the Developer or the Players Club Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Parcel A of the plat of Water Oak, recorded in Map Book 14, pages 51 through 54, Parcel A of the plat of Oak Bridge Roadways, recorded in Map Book 15, Pages 42 through 44, of the public records

of St. Johns County, subject, however, to the terms and conditions of the Declaration of Covenants for the Players Club at Sawgrass.

Section 11.2 Players Club West Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Players Club West Association to serve the Property, holders of mortgage liens on any Lot, and such other Persons as the Players Club West Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Parcel A as shown on the plat of Seven Mile Drive, recorded in Map Book 21, pages 14 through 17, of the public records of St. Johns County ("Seven Mile Drive").

Section 11.3 Subdivision Roadways. The Subdivision roadways and right-of-ways, designated on the Subdivision plat as Sawgrass Island Drive, Whisper Lake Lane West, Whisper Lake Lane East, Pebble Creek Lane West and Pebble Creek Lane East shall constitute part of the Common Property. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Association to serve the Property, and such other Persons as the Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the Subdivision roadways, subject to the provisions of this Declaration.

Section 11.4 Rights of Association to Restrict Access. Notwithstanding any provisions of this Article XI to the contrary, the Association reserves and shall have the unrestricted and absolute right to deny ingress to any person as set forth below. The Association shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the roadways referenced in this Article XI, including the right to prohibit use of the roadways by traffic or vehicles (including, and without limitation, motorcycles, golf carts and "go carts") which in the sole opinion of the Board would or might result in damage to the roadways or pavement or other improvements, or create a nuisance for the residents, the right, but not the obligation, to limit, restrict or deny the ingress of any party who, in its reasonable discretion, does not belong or have business on the Property or who might create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, and the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing natural or artificial, placed on or located on any Lot, if the location of the same would in the sole judgment and opinion of the Board, obstruct the vision of a motorist upon any of the roadways referenced in this Article XI. All operators of golf carts on the roadways within the Property shall be licensed drivers or accompanied by licensed drivers. In the event and to the extent that the

parcels referred to in this Article XI or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 11.4 thereafter shall be of no further force or effect.

Section 11.5 Signage and Entry Features. The Association shall have a right and easement to install and maintain traffic control and entry signage, and entry features and related landscaping within the right-of-way of Seven Mile Drive, upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision off of Seven Mile Drive; (ii) such signage, entry features and landscaping shall be Common Property of the Association which shall be continuously maintained in a neat and attractive manner; and (iii) any modifications or additions to such signage, entry features and landscaping must receive prior review and approval of the PCAARB. In the event any of the above conditions are violated, which shall be the sole determination of the Players Club Association, then the Players Club Association shall have all rights and remedies available to it in law or equity, as well as the right to maintain and repair such signage, entry features and landscaping, at the expense of the Owners, which expense shall be apportioned among the Lots in equal shares and secured by a lien against each Lot in favor of the Players Club Association.

Section 11.6 Paths. Each Owner shall have the right to the use and benefit of the paths located within the Property, which shall not cross any Lot. No improvements of any kind shall be constructed or placed upon any paths without the written approval of the ARB, and no vehicles may be parked upon the paths or any non-paved areas of the Common Property (including over curbs into the grass) at any time without the prior written approval of the Board. The Association shall not be liable for failure to maintain any paths within the Property.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds (2/3rds) of the Owners has been recorded, agreeing to change or terminate said Covenants and Restriction in whole or in part.

(a) General Rights of the Association. In addition to or in conjunction with any and all other rights and remedies set

forth in this Declaration, the Association shall have the right, but not the obligation, at any time after five (5) days written notice to any Owner specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as the Association deems necessary to enforce these covenants and restrictions and to correct and/or abate the violation. The Owner of such property shall pay to the Association, on demand, all costs, expenses and other amounts of, or relating to, such enforcement, plus an administrative fee equal to Twenty Five Dollars (\$25.00), or Ten Percent (10%) of the cost of performing the enforcement, whichever is greater, as agreed upon and liquidated compensation to reimburse the Association for the additional administrative costs and expenses relating to its actions, any other measure of compensation being speculative and impossible to compute. In addition to any other rights and remedies set forth herein, the Association may impose reasonable, uniform fines for violations of any provision of this Declaration by any Owner or his contractors, agents, employees, guests or licensees. Such fines may be levied directly against the party committing the violation, provided, however, that the Owner shall be jointly and severally liable to the Association with the party committing the offense for any such fines if said party fails or refuses to promptly pay the same, and all rights and remedies of the Association relating to assessments and the collection thereof shall apply thereto. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. The Association may, at its option, bring an action at law against such Owner personally obligated to pay the same, or, upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. Any entry, correction, abatement or other action undertaken by the Association pursuant to this Declaration shall not be deemed a trespass and shall not make the Association responsible or liable in any way for damages relating thereto or on account thereof.

(b) Legal Proceedings. In addition to and in conjunction with, any and all other rights and remedies set forth in this Declaration, the Association, or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including proceedings for injunctive relief. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than the Association, or if the Association is the prevailing party in any litigation involving the Legal Documents or any of the Association's rules and regulations, then such prevailing party may recover all costs and expenses, including reasonable attorneys' fees incurred at trial and in appellate proceedings from the nonprevailing party. In no

event may such costs and expenses be recovered against the Association unless otherwise provided by law. If the Association is the prevailing party against any Owner, all costs and expenses, including reasonable attorneys' fees, may be assessed against the Lot or other property owned within the Property, as provided herein. If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

(c) No Waiver. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability of the Association to any Owner or any other Person.

SECTION 12.2 DISCLAIMERS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEGAL DOCUMENTS, THE ASSOCIATION SHALL NOT PROVIDE ANY SECURITY MEASURES OR SERVICES OF ANY SORT TO THE PROPERTY OR ANY LOT, OWNER OR PERSON THEREIN. THE ASSOCIATION AND ITS DIRECTORS AND OFFICERS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A PROTECTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING ANY LESSEE, FAMILY MEMBER, GUEST, INVITEE, AGENT, SERVANT, CONTRACTOR, SUBCONTRACTOR, EMPLOYEE OR OTHER PERSON, NOR FOR ANY PROPERTY OF SUCH PERSONS. THE ASSOCIATION AND ITS DIRECTORS AND OFFICERS SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE TO PROPERTY OR FOR PERSONAL INJURY, DEATH, CRIMINAL ACTIVITY OR OTHERWISE ON THE PROPERTY DUE TO FAILURE TO PROVIDE SECURITY SERVICES OR FOR ANY OTHER REASON, AND EACH OWNER, HIS HEIRS, SUCCESSORS AND ASSIGNS AND EACH OTHER PERSON HAVING AN INTEREST IN, OCCUPYING OR MAKING USE OF ANY PORTION OF THE PROPERTY SHALL BE DEEMED TO BE ON NOTICE OF AND BOUND BY THIS PARAGRAPH, AND SHALL HAVE WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION AND/OR ITS DIRECTORS AND OFFICERS ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PARAGRAPH.

Section 12.3 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as a Member or Owner on either the records of the Association or the public records of St. Johns County, Florida, at the time of such mailing.

Section 12.4 Severability. Invalidation of any one or part of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 12.5 Remedies Cumulative. Notwithstanding anything herein to the contrary, all rights and remedies of the Association under this Declaration shall be cumulative and in addition to any and all other remedies available at law or in equity. No exercise or enforcement of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy under this Declaration, at law or in equity.

Section 12.6 Amendment. This Declaration may be amended at any time from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association, and upon approval by the Owners of two-thirds (2/3rds) of the Lots.

Section 12.7 Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by laws of this State as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SAWGRASS ISLAND HOMEOWNERS ASSOCIATION, INC.

Becky Good
Print Name: Becky Good

By: Ray Gottschalk
Print Name: RAY GOTTSCHALK
Its: President

Jennifer Kavouras
Print Name: Jennifer KAVOURAS
Witnesses

Becky Good
Print Name: Becky Good

By: T.D. Streeter
Print Name: T. D. STREETER
Its: Secretary

Jennifer Kavouras
Print Name: Jennifer KAVOURAS
Witnesses

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Amended and Restated Declaration of Covenants and Restrictions for Sawgrass Island was acknowledged before me this 11th day of May, 1994, by Kay Gottschalk as President of Sawgrass Island Homeowners Association, Inc., on behalf of the Association, who is personally known to me or has produced N/A as identification and who [did] or [did not] take an oath.

Rebecca Campbell
Print Name: Rebecca Campbell
Notary Public
State of Florida At Large
Commission No.: REBECCA CAMPBELL
My Commission CC322690
My Commission Expires: Expires Oct. 11, 1997
Bonded by ANB
800-852-5878

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Amended and Restated Declaration of Covenants and Restrictions for Sawgrass Island was acknowledged before me this 11th day of May, 1994, by Tom Streeter as Secretary of Sawgrass Island Homeowners Association, Inc., on behalf of the Association, who is personally known to me or has produced N/A as identification and who [did] or [did not] take an oath.

Rebecca Campbell
Print Name: Rebecca Campbell
Notary Public
State of Florida At Large
Commission No.:
My Commission Expires: REBECCA CAMPBELL
My Commission CC322690
Expires Oct. 11, 1997
Bonded by ANB
800-852-5878

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