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Draft #4
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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
BRIDGEWATER ISLAND

THIS DECLARATION, dated December 12, 1985, is made by ARVIDA CORPORATION, a Delaware corporation, the owner of fee simple title to all of the real property included within Players Club Unit Six as described on the plat recorded in Map Book 19, pages 77 and 79, of the Public Records of St. Johns County, Florida ("Bridgewater Island"). Arvida Corporation hereby declares that all of Bridgewater Island is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Bridgewater 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 an estate between the grantees of Lots, their heirs, successors, and assigns.

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

ARTICLE II
DEFINITIONS

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

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

Section 2.3 Developer. Arvida Corporation, a Delaware Corporation, and its successors and assigns.

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

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

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

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

Section 2.8 Players Club Declaration. The Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, pages 508 through 545 of the Public Records of St. Johns County, Florida.

Section 2.9 Common Property. All real or personal property, easements, and all other interests in real or personal property (including use rights) owned by the Association, Master Association or Developer, whether or not located within the boundaries of the Subdivision, held primarily for the common use and enjoyment of the members of the Association. The Common Property specifically includes without limitation, Parcel A (Bridgewater Circle) and Tracts A, B and C as shown on the plat of the Subdivision. In addition, the Common Property shall specifically include, without limitation, any bulkheads located within the Subdivision or serving primarily the Subdivision, the fence located along the common rear boundaries of Lots 26 through 39, any fences, walls, pumps and additional components comprising or serving the common underground irrigation system and any replacements or additions thereto within the Subdivision up to the lot lines of individual Lots, and any traffic control or entry signage, or entry feature and associated landscaping, serving primarily the Subdivision. Finally, until such time as the Developer no longer owns any Lots within the Subdivision, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

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

ARTICLE III ADDITIONS, DELETIONS, PLATTING

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to a recorded Final Development Plan restricting its use to single family residential purposes when the property is made subject to this Declaration (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the

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

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

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, easements, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Association and the Association shall accept such conveyance. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

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

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

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

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

4.1.5 Provisions of the Players Club Declaration.

4.1.6 Each Lot shall be provided access via a

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driveway across the Limited Common Area adjoining such Lot. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons.

4.1.7 The exclusive use rights of individual Lot Owners as provided in Section 4.4.

Section 4.2 Easement Across Adjacent Residential Parcels. As the nature of "Zero" Lot line housing necessitates the entry into adjacent Lots for the purpose of maintaining dwellings, each Owner, by acceptance of his deed, grants the adjacent Owner or it's agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent dwelling or other improvements but for no other purpose. Such entry shall be in a reasonable manner and at reasonable hours. Any dispute regarding the exercise of such easement rights shall be settled by decision of the Board of Directors of the Association.

Section 4.3 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area.

Section 4.4 Easements for Eaves, Court Yard Walls and Other Projections. As the nature of "Zero" lot line housing permits construction of dwelling units on or near lot lines, the eaves and other similar projections of some dwelling units in the Subdivision as constructed by Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this Section 4.5, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.5, the "Dominant Lot") a perpetual easement over such portion of each Servient Lot as is necessary to accomodate the eaves and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than five (5) feet into any Servient Lot. In the event of destruction of the dwelling on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as the dwelling originally constructed on the Dominant Lot by the Developer.

ARTICLE V THE ASSOCIATION

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

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

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

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of real property within the Subdivision other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

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

Section 6.3 Rate of Assessment. All annual and special

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assessments shall be levied and collected at a uniform rate for each Lot subject to assessment.

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

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

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

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

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

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance on not less frequently than a quarterly basis. Assessments shall be due on the first day of each collection period without notice.

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If a Lot is conveyed during an assessment period, assessments falling due during such period shall be prorated as of the date of such conveyance.

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

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

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

If any assessment is not paid within ten (10) days after its due date, such assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation of the Owner(s).

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the

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Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

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

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

(b) All of the Common Property.

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

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

ARTICLE VII MASTER ASSOCIATION AND ASSESSMENTS

Section 7.1 Sawgrass Players Club Association, Inc. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Sawgrass Players Club Association, Inc. Each Lot within the Subdivision has been subjected to annual and special assessments by Sawgrass Players Club Association, Inc. in accordance with the Players Club Declaration and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Players Club Declaration by recorded instruments. Sawgrass Players Club Association, Inc., acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Players Club Declaration and the Articles of Incorporation and Bylaws of the Sawgrass Players Club Association, Inc.

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

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

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

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

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

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

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

ARTICLE IX
ARCHITECTURAL CONTROL OF SUBDIVISION
AND ARCHITECTURAL REVIEW BOARD

Section 9.1 Necessity of Architectural Review and Approval. Except for the initial construction of improvements upon the Lots, by Developer no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association (and by the Players Club Association in accordance with its Bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other

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natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

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

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

9.3.1 To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting and approved by a majority of the members of the PCAARB, as such term is defined in Section 9.4 below at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the PCAARB, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to the ARB of four (4) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, deck, landscape device or object, driveway or other improvement, the construction or placement of which is proposed upon any Lot within the Property, signed by the Owner thereof

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and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

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

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

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

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

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

ARTICLE X
RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of the Property and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Except for the initial construction of improvements upon any Lot by Developer, no building or other improvements shall be erected upon any Lot without prior ARB and PCAARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and PCAARB and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership; provided that, if the ARB and PCAARB have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous lot so long as the portion of the divided lot which remains unconsolidated as a single lot shall have a total area of at least 95% as large as the then smallest lot in area in the Subdivision. The division, subdivision, consolidation or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lots as aforesaid, the obligation for association expense is attributable to the subdivided lots shall be and become proportionately attributable and chargeable to the contiguous lots, and the owners thereof, to and with which all portions of the divider subdivided lots become consolidated. In the event that one or more lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single lot except as to assessments provided for herein. No dwelling or other structure or improvements shall be erected, placed or permitted to remain on any building site which does not include at least one full platted lot according to the recorded plats of the Subdivision unless the ARB and PCAARB give prior written consent.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the ARB and PCAARB. No tents, trailers, tanks, sheds or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer.

Section 10.3 Layout. As the nature of "Zero" Lot Line and cluster housing tends to facilitate construction of dwellings both directly behind and directly beside other dwellings, no specific side setback lines are established by this Declaration. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. The Developer reserves the right to establish specific set-back lines applicable to any unsold Lots in the Subdivision. Except as provided below, although one wall of each structure to be constructed in the Subdivision may be located on or near a side lot line (the "Zero Lot Line Wall") except as provided below, the wall of each dwelling unit in the Subdivision shall be setback at least ten (10) feet from the

walls of dwelling units constructed on the adjacent Lots. This restriction shall not prohibit construction by the Developer of privacy walls connecting dwelling units nor shall this restriction apply to any portion of the subdivision within which Zero Lot Line Walls are rated one (1) hour or greater fire walls.

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

Section 10.5 Motor Vehicles and Boats. No boats, recreations vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot or elsewhere within the Subdivision unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by the Developer.

Section 10.6 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with televisions, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.7 Antenna. No aerial, antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision.

Section 10.8 Lakes. Only Arvida Corporation and the Players Club Association shall have the right to pump or otherwise remove any water from any lake within the Subdivision or adjacent or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the Sawgrass Players Club lying within, adjacent to, or near the Subdivision. Arvida and the Players Club Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in on any such lake. 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 a percentage of the cost of such water quality maintenance equal to the percentage of the total surface area of such lake lying within the Property. The cost of manual or mechanical removal of trash,

debris and undesirable plants undertaken by the Players Club Association within any lake shall be chargeable at the option of the Players Club Association, to the Owner or Owners of the property including that portion of the lake on which such maintenance is performed. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now, or may hereafter be adjacent to, or include a portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the 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, the Association or Players Club Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved by the ARB and PCAARB. No bulkheads shall be permitted to be constructed without the prior written consent of the Developer or the Players Club Association. The Developer or the Players Club Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within the Subdivision or adjacent to or nearby the Subdivision. The Players Club Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or 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 the rules and regulations of the Developer or Players Club Association.

Section 10.9 Lake Maintenance. The Players Club Association shall be responsible to maintain all lakes, drainage easements, and control structures comprising the stormwater discharge system within and adjacent to the Subdivision, in accordance with all statutes, rules, and regulations pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The cost of such maintenance shall be apportioned among the Players Club Association, the Association, and the Owners as set forth in Section 10.8 hereof.

Section 10.10 Insurance and Casualty Damages. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on his Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an

orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 Fences. The fence which is installed along the common rear boundaries of Lots 26 through 39 by the Developer as part of the initial construction of improvements within the Subdivision (the "common fence") shall constitute Common Property of the Association. The cost of maintenance, repair and replacement of the common fence shall be borne by the Owners of Lots 26 through 39, in equal proportions. All questions relating to the timing, degree, or nature of maintenance of the common fence shall be decided by the Board of Directors of the Association, and the proportionate cost of such maintenance payable by the Owners of Lots 26 through 39 shall be secured by a lien against such Lots as provided in Article VIII hereof, provided however, that no claim of lien relating to maintenance of the common fence shall be recorded against any Lot until the Association shall have given the Owner of such Lot at least thirty (30) days prior written notice. The common fence shall not be removed or altered in any way without the prior approval of the ARB and PCAARB. Fences located elsewhere shall be subject to the approval by the ARB and PCAARB in accordance with the Architectural Control Criteria attached hereto as Exhibit C.

Section 10.12 Berms. No berm located upon any Lot within the Property shall be removed or altered in any fashion without the express written approval of the ARB and PCAARB.

Section 10.13 Tree and Natural Areas. Any area within the Subdivision, whether located within the boundary of a Lot or within the boundary of the Common Property, or both, that is left in a natural state by the Developer as part of the Developer's initial installation of landscaping within the Subdivision, shall be allowed to remain in substantially the same natural state as originally preserved by the Developer. The Owner of any Lot which includes such a natural area shall, however, be responsible to maintain the natural area in accordance with the requirements of Section 10.17 of this Declaration. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from any Lot or from the Common Property without the prior express written consent of the ARB and PCAARB.

Section 10.14 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB and PCAARB.

Section 10.15 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARB and PCAARB.

Section 10.16 Lighting. No external lighting shall be installed without the prior approval of the ARB and PCAARB. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.17 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residences of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owner's dwelling. Owner shall be responsible for cleaning up after their pet. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to

other Owners, or destructive of wildlife or Property, they may not thereafter be kept on a Lot.

Section 10.18 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping and natural areas shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceeding. During reconstruction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

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

Section 10.20 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot. Such driveway shall not be altered in any way without prior architectural review and approval as provided in this Declaration.

Section 10.21 Building Setbacks. All dwellings constructed within the Subdivision shall be set back at least ten feet from the front and rear lot lines, measured from the front and rear walls of such dwellings.

ARTICLE VIII UTILITY PROVISIONS

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

Section 11.2 Irrigation System.

(a) Notwithstanding the first sentence of Section 10.8 hereof, the Association, with the express permission of Arvida Corporation and the Players Club Association, shall have the right to pump water from the lakes and water bodies located within or adjacent to the Subdivision, solely for the purpose of

providing common irrigation to the Subdivision via the common irrigation system installed by the Developer as part of the original construction of the Subdivision. The quantity of water pumped and timing of such pumping, shall be subject to the absolute control of Arvida Corporation and the Players Club Association which shall include the right to require the Association to completely cease pumping water from the lakes and water bodies on a temporary or permanent basis. Under no circumstances shall an individual Lot owner, or other party or parties other than Arvida Corporation, the Players Club Association, or the Association, be allowed to pump or otherwise remove any water from any lake or water body within, adjacent to or near the Subdivision.

(b) Irrigation to the Lots shall be provided by a common underground irrigation system installed by the Developer as part of the original construction of the Subdivision which includes feeder lines, pumps, wells and other components forming part of the Common Property. Each Owner shall own, maintain and repair all components of the underground irrigation system located within the boundaries of his Lot, excepting the central feeder line and its components owned by the Developer or Association, and maintained by the Association. The cost of Irrigation to the Subdivision shall be paid as a portion of the regular annual assessment charged to the Owners pursuant to Article VI hereof.

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

Section 11.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Sawgrass Players Club Association, Inc. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

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

ARTICLE XII RIGHTS AND MAINTENANCE RESERVED BY DEVELOPER

Section 12.1 Easements for Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways 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 or on the plat of any property made subject to this Declaration pursuant to Section 3.1; and (ii) a strip of land within each Lot ten feet in width at the front and rear of each

Lot and along the side of each Lot opposite the side on which the residence constructed by the Developer is located (the "Non-Zero Lot Line"). Provided, however, that the foregoing easement along the Non-Zero Lot Line of each Lot shall be released automatically on any Lot on which the original improvements constructed by the Developer encroach into said easement but only to the extent necessary to accommodate such encroachment.

Section 12.2 Easements for Lake Maintenance. Developer further reserves for itself, its successors, assigns and designees, a right of access and easement to erect, maintain, and use lake areas, drainage control structures, water quality control structures, walkways, and similar improvements necessary for the Players Club Association to perform the obligations set forth in Section 10.9 hereof, 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 12.3 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Players Club Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

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

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

Section 12.6 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Sawgrass Players Club Association, Inc., their agents, employees, successors or assigns an easements, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, Association or Sawgrass Players Club Association, Inc.

Section 12.7 Developer Rights re Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for

development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 12.8 Sidewalks. Developer reserves for itself and the Players Club Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon Parcel A (Bridgewater Circle) and Tracts A, B, and C as shown on the plat of the Subdivision for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon.

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

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

ARTICLE XIII
RIGHTS GRANTED BY DEVELOPER

Section 13.1 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 51-54, ("TPC Boulevard") and across Parcel A of the plat of Oakbridge Roadways, recorded in Map Book 15, pages 42-44, both of the public records of St. Johns County, Florida, subject, however, to the terms and conditions of the Players Club Declaration.

Section 13.2 Subdivision Roadways. The subdivision roadways and rights-of-ways, designated on the recorded plat of Bridgewater Island as Parcel A (Bridgewater Circle) shall constitute part of the Common Property. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer or the Association, to serve the Property and such other persons as

Developer or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the Subdivision roadway, subject to matters referenced in Article IV hereof.

Section 13.3 Rights of Developer to Restrict Access. Notwithstanding the provisions of this Article XIII to the contrary, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the roadways, referenced in this Article XIII including the right to prohibit use of the roadways by traffic or vehicles (including and without limitation motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage in the roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways referenced in this Article XIII. In the event and to the extent that the parcels referred to in this Article XIII or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 13.3 thereafter shall be of no further force or effect.

Section 13.4 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways and all or any part of the easements reserved herein (including those shown on the plat). In addition, Arvida Corporation shall have the right to redesignate, relocate or close any part of the roadways as described in Section 13.1 and Section 13.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 13.5 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 T.P.C. Boulevard, upon the conditions that: (i) such signage, entry features and landscaping be located in close proximity to the entrance to the Subdivision off of T.P.C. Boulevard; (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 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.

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Section 13.6 Sidewalks. Each Owner and Developer shall have a non-exclusive right to use the paths, bike paths and sidewalks, if any, as they now or hereafter exist located within the Property for ingress and egress through out the Property. No improvements of any kind will be constructed or placed upon such paths, bike paths and sidewalks, and no vehicles will be parked upon the sidewalks at any time without the written approval of the ARB and PCAARB.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, Sawgrass Players Club Association, Inc. or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than a majority of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

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

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

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

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

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

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

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

14.4.5 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent. Further, no amendment shall affect the provisions of Article IX or Article X of this Declaration shall be effective without the express written joinder and consent of the Players Club Association.

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

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

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

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

Signed, sealed and delivered in the presence of:

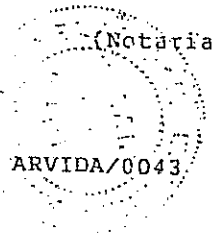
ARVIDA CORPORATION

[Handwritten signatures]

BY: *[Signature]*
James E. Davidson, Jr.
Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictions for BRIDGEWATER was acknowledged before me this 24th day of December, 1986, by James E. Davidson, Jr., Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

My Commission Expires Feb. 3, 1990

ARTICLES OF INCORPORATION

OF

BRIDGEWATER HOMEOWNERS ASSOCIATION, INC.

I. NAME.

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

II. PURPOSES.

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

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

Players Club Unit Six, according to the Final Development Plan thereof approved by the St. Johns County Board of County Commissioners pursuant to Ordinance Number 86-83.

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

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

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

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

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

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

III. GENERAL POWERS.

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

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

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

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

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

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

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

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

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

IV. MEMBERS.

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

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property in the Subdivision.
2. Class B. Member. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee as Developer of the Subdivision.

V. VOTING AND ASSESSMENTS.

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

-3-

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

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

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

VI. BOARD OF DIRECTORS.

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

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

Edd Siler	10033 Sawgrass Drive Operations Bldg. Ponte Vedra Beach, Florida 32082
L.E. Terrell	10033 Sawgrass Drive Operations Bldg. Ponte Vedra Beach, Florida 32082
Eduardo E. Gil	10033 Sawgrass Drive Operations Bldg. Ponte Vedra Beach, Florida 32082

VII. OFFICERS.

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

President	Edd Siler
Vice President	L.E. Terrell
Treasurer and Secretary	Eduardo E. Gil

VIII. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

IX. BYLAWS.

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

X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

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

XI. INCORPORATOR.

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

Edd Siler
10033 Sawgrass Drive
Operations Bldg.
Ponte Vedra Beach, Florida 32082

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

finances, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

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

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

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

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XIV. DISSOLUTION OF THE ASSOCIATION.

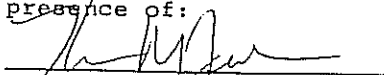
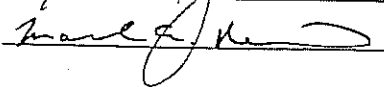
A. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or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


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

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. The Common Areas, as defined in the Declaration, shall be dedicated to the County of St. Johns, or its successor, unless the County refuses to accept such dedication.
3. Remaining assets shall be distributed among the members as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

IN WITNESS WHEREOF, the incorporator has hereto set his hand and seal this 11TH day of August, 1986.

Signed, sealed and delivered in the presence of:


 Edd Siler
 Incorporator

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

The foregoing instrument was acknowledged before me this 11th day of August, 1986, by Edd Siler, the Incorporator of BRIDGEWATER HOMEOWNERS ASSOCIATION, INC..

Keelina S. Huckle
 Notary Public, State of Florida
 at Large.


My Commission Expires: 5/28/90

(NOTARIAL SEAL)

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


BRIDGEWATER HOMEOWNERS ASSOCIATION, INC, DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF PONTE VEDRA BEACH, STATE OF FLORIDA, HAS NAMED EDD SILER, LOCATED AT THE ADMINISTRATION BUILDING, 10033 SAWGRASS DRIVE, PONTE VEDRA BEACH, FLORIDA 32082, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

BRIDGEWATER HOMEOWNERS
ASSOCIATION, INC.

By: 
Edd Siler, Incorporator

Dated: 8/11/86

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


Edd Siler

Dated: 8/11/86

EXHIBIT C

ARCHITECTURAL CONTROL CRITERIA
FOR BRIDGEWATER

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one detached single-family residence having a private and enclosed garage for not less than two cars. Unless approved by the Architectural Review Board ("ARB") and the Players Club Association Architectural Review Board ("PCAARB") (as defined in the Declaration of Covenants and Restrictions for Bridgewater) as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.
2. Exterior Color Plan. The ARB and PCAARB shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto the ARB and PCAARB shall consider the extent to which the color plan conforms to the natural color scheme originally established by the Developer for the Subdivision and the Players Club at Sawgrass.
3. Roofs. Flat roofs shall not be permitted unless approved by the ARB and PCAARB. Except as originally installed by the Developer, no protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the ARB and PCAARB. All roof materials used to repair, replace or change the original material must be approved by the ARB and PCAARB prior to installation.
4. Garages. In addition to the requirements stated in Paragraph 1 above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty-two (22) feet as measured from the inside wall of the garage. All garages must have a single overhead door with a minimum door width of sixteen (16) feet unless otherwise originally installed by Developer or approved by the ARB and PCAARB, and a service door. No carports will be permitted.
5. Dwelling Quality. The ARB and PCAARB shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB and PCAARB. The ARB and PCAARB shall discourage the use of imitation materials for facades and encourage the use of materials such as brick, stone, wood and stucco or a combination thereof.
6. Signs. No sign of any kind except as may be approved as to size, design or otherwise by the ARB and PCAARB shall be publically displayed on any Lot.
7. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be prohibited, unless specifically approved by the ARB and PCAARB.
8. Landscaping. No landscaping shall be changed or altered from the original plan as installed by Developer without the consent of the ARB and PCAARB. Any landscaping plan, changes or alterations submitted to the ARB and PCAARB shall provide for and include the following items:
 - a) A landscape scheme.
 - b) A list of all plant stock included in scheme.
 - c) The size of such stock at the time of planting, which shall be of Florida number one grade or other equivalent grade.

The entire Lot and Limited Common Area, including that portion of the Lot and Limited Common Area between the street pavement and the right-of-way line, and the Lot line and the waters edge, shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARB and PCAARB in the approval of any landscaping plan and layout plan to preserve all existing trees where possible. Natural areas preserved or enhanced by the Developer as part of the original landscaping within the Subdivision shall be maintained by the Owner of the area so that to the extent possible, such areas remain substantially unchanged.

9. Swimming Pools. Any swimming pool or similar structure to be constructed on any Lot shall be constructed of material thoroughly tested and accepted by the industry for such construction. Further, no swimming pool or similar structure shall be constructed, placed or maintained on any Lot until the ARB and PCAARB has approved the size, location, and lighting (if any) of such pool or similar structure. Any lighting of a pool or similar recreation area shall be designated so as to buffer the surrounding residences from such lighting.

10. Fences. Fences which are installed by the Developer as part of the initial construction of improvements within the Subdivision shall be maintained by the Owner of the Lot upon which such fences are located. Fences installed by the Developer as part of the original construction of improvements within the Subdivision shall not removed or altered in any way without the prior approval of the ARB and PCAARB. The composition, location and height of any fence or wall to be constructed on any Lot shall also require the approval of the ARB and PCAARB. The composition of any fence or wall shall be consistent with the materials used for other fences on surrounding lots within the Subdivision. The location and height of any fence shall be consistent with such other fences, and such location and height shall minimize adverse aesthetic impact upon surrounding residences and properties. All swimming pools must be fenced with access restricted in accordance with all applicable ordinances, statutes or rules of governmental authorities having jurisdiction.

11. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within an enclosure constructed as part of each dwelling in a location approved by the ARB and PCAARB.

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

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

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

15. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot other

than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, at the request of the ARB or PCAARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

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

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

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

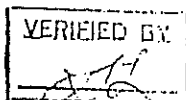
19. Developer Improvements. Improvements and landscaping installed or constructed by Developer shall be deemed approved by the ARB and PCAARB.

20. Waiver of Architectural Control Criteria. The Architectural Review Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in the Subdivision; provided, however, the ARB shall have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Players Club at Sawgrass and the Subdivision. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB. Any such waiver must also be approved in similar fashion by the ARB.

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

22. Approval Required by ARB. Pursuant to the terms of the Declaration, each provision of these Criteria requiring approval or waiver by the ARB shall be deemed also to require approval by the PCAARB. The PCAARB shall be notified of any approval by the ARB and shall have fifteen (15) days from such notice within which to either grant or deny approval.

ARVIDA/0039



FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR BRIDGEWATER ISLAND

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIDGEWATER ISLAND is made by BRIDGEWATER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association") joined by ARVIDA CORPORATION, a Delaware corporation ("Arvida").

BACKGROUND

1. Arvida has recorded a Declaration of Covenants and Restrictions for Bridgewater Island dated December 12, 1985, and recorded in Official Records Book 729, at page 828 of the current public records of St. Johns County, Florida (the "Declaration").

2. The Board of Directors of the Association has approved this First Amendment in accordance with the provisions of Article XIV of the Declaration, and Arvida, as sole owner of all of the real property subject to the Declaration, desires to now subject said property to this First Amendment.

NOW, THEREFORE, in consideration of the premises, the Association and Arvida hereby amend the Declaration as follows:

1. Section 4.4 of the Declaration is hereby amended in its entirety to read as follows:

"Section 4.4 Easements for Eaves, Court Yard Walls and Other Projections. As the nature of "Zero" lot line housing permits construction of dwelling units on or near lot lines, the eaves, fences and other similar projections of some dwelling units in the Subdivision as constructed by the Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this Section 4.4, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.4, the "Dominant Lot") a perpetual easement over such portion of each Servient Lot as is necessary to accommodate the eaves, fences and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than five (5) feet into any Servient Lot. In the event of destruction of the dwelling on the Dominant Lot, the easement granted hereby shall permit the eaves, fences and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as originally constructed by the Developer. In any event, the Owner of a Dominant Lot shall be responsible for the maintenance, repair and replacement of any structures encroaching upon an adjacent Servient Lot, including any landscaping installed within the encroachment area."

2. Section 10.11 of the Declaration is hereby amended in its entirety to read as follows:

"Section 10.11 Fences. The fence which is installed along the common rear boundaries of Lots 26 through 39 by the Developer as part of the initial construction of improvements within the Subdivision (the "common fence") shall constitute Common Property of the Association. The cost of maintenance, repair and replacement of the common

fence shall be borne by the Owners of Lots 26 through 39, in equal proportions. All questions relating to the timing, degree, or nature of maintenance of the common fence shall be decided by the Board of Directors of the Association, and the proportionate cost of such maintenance payable by the Owners of Lots 26 through 39 shall be secured by a lien against such Lots as provided in Article VIII hereof, provided however, that no claim of lien relating to maintenance of the common fence shall be recorded against any Lot until the Association shall have given the Owner of such Lot at least thirty (30) days prior written notice. The common fence shall not be removed or altered in any way without the prior approval of the ARB and PCAARB. Fences installed elsewhere by the Developer as part of the original construction of the subdivision shall likewise not be removed or altered without the prior approval of the ARB and PCAARB in accordance with the Architectural Control Criteria attached hereto as Exhibit C. Other fences proposed to be installed by Owners shall also be subject to the prior approval of the ARB and PCAARB in accordance with such Architectural Control Criteria."

3. Except as specifically amended hereby, the Declaration shall continue in full force and effect as originally written.

IN WITNESS WHEREOF, the Association and Arvida have caused their respective corporate officers to execute the foregoing First Amendment on the date and year first above written..

Signed, sealed and delivered in the presence of:

Mary J. Keelblock

BRIDGEWATER ISLAND HOMEOWNERS ASSOCIATION, INC.

By: Edd Siler, President

Attest: Nida P. Rawlin Secretary

ARVIDA CORPORATION

By: James E. Davidson, Jr., Vice President

Michelle K. Greco

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

The foregoing instrument was acknowledged before me this 1st day of June, 1987, by Edd Siler, the President of BRIDGEWATER ISLAND HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

Triska Bink-Rogers
NOTARY PUBLIC, State of Florida at Large.

My Commission Expires: 5/14/90

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

The foregoing instrument was acknowledged before me this 1st day of June, 1987, by James E. Davidson, Jr., the

Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Linda Bick-Rogers
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: 5/4/90

A225

EXHIBIT B

BYLAWS

OF

BRIDGEWATER HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Bridgewater Homeowners Association, Inc. ("Association") shall be at the Sawgrass Administration Building, 10033 Sawgrass Drive, P.O. Box 600, Ponte Vedra Beach, Florida 32082, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND AMENDMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

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

V. ELECTION OF DIRECTORS.

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

B. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board, if any. Within thirty (30) days of the date of the annual meeting the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board.

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.
2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other homeowners association entitled to establish, levy and collect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
7. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

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

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

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

VIII. OFFICERS.

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

B. The officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

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

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

Board.

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

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

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

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

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

IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

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

B. The Nominating Committee shall have the duties and functions described by these Bylaws.

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

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

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

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

X. BOOKS AND PAPERS.

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

XI. MEETINGS OF MEMBERS.

A. The first annual meeting of the members shall be held prior to April 30th of each year, at such time as the Board may select, or at such other date and time as may be selected by the Board.

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

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

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

XII. PROXIES.

1. At all corporate meetings of the members, each member

may vote in person or by proxy.

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Bridgewater Homeowners Association, Inc., not for profit, 1986.

XIV. AMENDMENTS.

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