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DECLARATION OF COVENANTS AND RESTRICTIONS FOR CYPRESS BRIDGE (SINGLE FAMILY LOTS)

THIS DECLARATION, dated DECEMBER 12, 1986, 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 Seven, as described on the plat recorded in Map Book 19, pages 80 through 85 of the Public Records of St. Johns County, Florida ("Players Club Unit Seven"). Arvida Corporation hereby declares that all of Players Club Unit Seven is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Players Club Unit Seven or any part thereof.

THIS INSTRUMENT PREPARED BY
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PAPPAS & METCALF
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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 survitudes 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 the Property 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. The Cypress Bridge Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits A and B, respectively.

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

Section 2.3 Developer. Arvida Corporation, a Delaware Corporation, and its successors and assigns. Reference in this Declaration to Arvida Corporation as the Developer of the Property is not intended and shall not be construed to impose upon Arvida Corporation any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots within the Property from Arvida and develop and resell the same.

Section 2.4 Subdivision or Property. Players Club Unit Seven together with any additional property made subject to this Declaration in accordance with the provisions of Section 3.1 less any property withdrawn from the scheme of development contemplated by this Declaration in accordance with the provisions of Section 3.1.

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

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

Section 2.7 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the Owners. The Common Property shall specifically include, without limitation, Parcel A (Cypress Bridge Drive South, Cypress Bridge Circle, and Cypress Bridge Drive North), and Tracts A, B, C, D, E, F, and G as shown on the plat of Players Club Unit Seven. In addition, the Common Property shall include without limitation, any signage or entry features with associated landscaping serving the Subdivision, the bridge and associated structures and landscaping located at the entrance to the Subdivision, and any bulkheads adjoining any lakes within the Subdivision or which serve primarily the Subdivision.

Section 2.8 Limited Common Area. The Limited Common Area of a Lot shall consist of the portions of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), together with any portion of the Common Property contiguous to the Lot which, as a result of the natural configuration of the Property is primarily of benefit to such Lot and which is designated by the Developer as Limited Common Area. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

Section 2.9 Players Club Covenants. The Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, pages 508 through 545, of the Public Records of St. Johns County, Florida.

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

ARTICLE III
ADDITIONS AND DELETIONS

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be platted as single family residential lots when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration

after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. 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, conditions, 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 member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

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 the 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 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a Roadway (as defined in Section 13.2 of this Declaration) across the Limited Common Area of his Lot after obtaining architectural approval of the location, design and composition of the driveway. These driveways are hereby designated for the exclusive use of the Owners of the Lots served, their guests, invitees and authorized delivery persons.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 7.4.

ARTICLE V
THE ASSOCIATION

Section 5.1 Membership. Each Owner, including the

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

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

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

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

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

Section 6.3 Rate of Assessment. All annual and special 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 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 two-thirds (2/3) 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 the 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. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

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

The Association shall, upon demand at any time, furnish to

any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of 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 thereon, 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 fifteen (15) 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 lien of the assessments provided for by this Declaration be subordinate to the lien of any first mortgage to a fede state chartered bank, mortgage company, life insurance co federal or state savings and loan association or real investment trust which is perfected by recording prior recording of a claim of lien for any such unpaid assessme the Association. Such subordination shall apply only assessments which have become due and payable prior to a s transfer of such Lot by deed in lieu of foreclosure of su or pursuant to a decree of foreclosure, and in any proceeding in lieu of foreclosure of such mortgage. The amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot, shall be added total budget of the Association and paid by all Owners inc the first mortgagee on a pro rata basis. No sale or transfer shall relieve any Lot from liablity for any asses thereafter becoming due, nor from the lien of any subsequent assessment. A written statement of eithe Developer or the Association that the lien is subordinat mortgage shall be dispositive of any question of subordinat

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

Nothwithstanding 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.

ARTICLE VII
ASSESSMENT FOR EXTERIOR MAINTENANCE AND USE AND MAINTENANCE OF LIMITED COMMON AREAS

Section 7.1 Exterior Maintenance. The Association may provide maintenance upon any residence or other improvements located upon any Lot, or any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, and yard cleanup and/or 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 7.2 Assessment of Costs. The cost of such exterior maintenance shall be assessed against the property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the properties involved in the manner determined to be appropriate by the Board of Directors of the Association. 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. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 6.12 of Article VI above.

Section 7.3 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 reasonable notice to the Owner, to enter upon any Lot(s) or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 7.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner may use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under 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 other than a driveway as provided under Section 3.1.5 of this Declaration.

ARTICLE VIII
ARCHITECTURAL CONTROL OF SUBDIVISION AND ARCHITECTURAL REVIEW BOARD

Section 8.1 Necessity of Architectural Review and Approval. Except for the initial, original construction of residences and related improvements upon the Lots, 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. For purposes of this Article VIII, "initial, original construction of residences and related improvements" shall include all improvements commenced on a Lot prior to the issuance of a Certificate of Occupancy by the St. Johns County Building Department, which are completed within three (3) months of the date of issuance of such Certificate of Occupancy. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 8.2 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. 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 quroum 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 8.3 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

8.3.1 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 8.4 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.

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

8.3.3 To approve or disapprove in accordance with the provisions of this Article VIII, 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 decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review any such decision shall be dispositive as to Association approval.

8.3.4 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 8.4 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 upon a Lot or alterations thereto, including but not limited to initial, original construction of residences and related improvements. In addition to the standards prescribed by the Players Club Covenants, the Players Club Association Architectural Review Board ("PCAARB") shall evaluate all plans and specifications submitted to it for conformance with Architectural Review Criteria attached hereto as Exhibit C. Any architectural review conducted by the Association is subject to review by the PCAARB. The decision of the PCAARB shall be final and supersede any decision of the Association or ARB.

Section 8.5 Compensation of ARB. Members of the ARB shall serve without compensation so long as the Developer retains the right to appoint the members of the ARB. Thereafter, the Board may, at its option, pay reasonable compensation to members of the ARB.

Section 8.6 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 IX
OTHER HOMEOWNERS ASSOCIATIONS AND RESTRICTIONS

Section 9.1 Players Club at Sawgrass. There is an additional homeowner's association to which Owners of Lots in the Subdivision will become members automatically upon the acceptance of a deed to a Lot. The Players Club Association represents residents of the Players Club at Sawgrass, including the Subdivision, and its members are those persons appointed or elected in accordance with its articles of incorporation and bylaws. The Players Club Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, and with respect to the Players Club at Sawgrass, all as more particularly set forth in the Players Club Covenants.

Section 9.2 Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Declaration of Covenants for the Players Club at Sawgrass.

Section 9.3 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 due the Players Club Association by the Association pursuant to this Section 9.3 shall not in any way limit or impair the respective rights of either the Association or Players Club Association to enforce collection of assessments we provided in this Declaration and in the Players Club Covenants.

Section 9.4 Responsibilities of this Association. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and under any other documents relevant to the Property, the Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association shall be reimbursed by the Association.

ARTICLE X
USE RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes and options solely within the subdivision. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. 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 shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plats of the Subdivision unless the ARB gives its prior written consent. The total ground area to be occupied by single family residences to be constructed within the subdivision shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel, upon which such residences are located.

Section 10.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. 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 Developer.

Section 10.3 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 within the Property.

Section 10.4 Boats and Motor Vehicles. No boat, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board of Directors, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any Lot, except within a building where totally isolated from public view.

Section 10.5 Protection of Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter one (1) foot above natural grade, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB and PCAARB.

Section 10.6 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 10.7 Automobile Storage Areas. Every residence constructed within the Property shall have an attached garage or other automobile storage area approved by the PCAARB, and ARB, if applicable, and no such garage or area may be permanently converted to another use without the substitution of another such garage or area.

All garages and other automobile storage areas shall contain at least enough space to park two full sized automobiles. (Wherever possible, garage entrances shall be located on the side of the Residence rather than the front.) All garage doors must be maintained in a useful condition, be operated by electric door openers, and be kept closed when not in use.

Automobiles shall be stored in garages or other automobile storage areas approved by the ARB when not in use. No automobiles shall be parked in the Roadways providing ingress and egress to the Lots.

Section 10.8 Landscaping. Landscaping shall be installed on each Lot as follows:

10.8.1 A detailed landscaping plan for each Lot, and Limited Common Area appurtenant thereto together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the PCAARB at the time of construction of a home on such Lot. All landscaping plans submitted to the PCAARB for approval shall be prepared and certified by a registered landscape architect licensed under the laws of the State of Florida. All plant material shall be of Florida Grade Number One or better. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Area shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body. As a condition to ARB approval, an Owner must submit a landscape plan that, when implemented, will result in the Owner's Lot being fully landscaped in a manner comparable to or exceeding landscaping on other single family lots located in the Water Oak and Cypress Creek subdivisions within the Players Club at Sawgrass.

10.8.2 Subsequent to approval by the PCAARB of landscaping plans submitted pursuant to Section 10.8.1 above,

the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.8.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the dwelling constructed on the Lot by St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 7.2 above.

Section 10.9 Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 10.10 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 television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which 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 10.11 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 10.12 Living Area. Each detached single family residence constructed upon a Lot or building parcel within the Property shall contain a minimum of sixteen hundred (1,600) square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios. Each detached single family residence must have a rear patio slab of minimum depth of eight (8) feet. The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residence is located.

Section 10.13 Lighting. No external lighting shall be installed without the prior approval of the PCAARB, and ARB, if applicable. No lighting shall be permitted which alters the residential character of the Property. No lighting of tennis courts or outdoor activity areas shall be permitted.

Section 10.14 Animals. Any animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Association any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept on a Lot.

Section 10.15 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property 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 of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VII hereof.

Prior to commencement of construction upon any lot, the subsurface of the driveway shall be installed and 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 subsurface and shall not park on any roadway or on any property other than the Lot on which construction is proceeding.

During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

All main structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.

The ARB may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Property.

Section 10.16 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner 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. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 10.17 Setback. No dwelling shall be erected within twenty (20) feet of the front Lot line or within seven and one-half (7.5) feet of any side Lot line or side line of any building parcel or within any easement area shown on the plat of the subdivision or reserved in Article XII of this Declaration. The ARB shall have the right to require a rear setback of up to twenty (20) feet on any Lot within the Subdivision. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

Section 10.18 Fences. No fence, wall or other barrier shall be constructed at the rear of any Lot unless an exception is granted by the ARB and PCAARB. Fences elsewhere are subject to approval by the PCAARB, and ARB, if applicable, in accordance with the Architectural Criteria attached as Exhibit C.

Section 10.19 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 undesireable 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 heighth, 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 VII 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 PCAARB, and ARB, if applicable. 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 the Players Club Association.

Section 10.20 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 10.19 hereof.

ARTICLE XI
UTILITY PROVISIONS

Section 11.1 Water System. The central water system provided for the service of the Property shall be used as the 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 and connection charges established by the 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 Sewage System. The central sewage system provided for the service of the Property 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 onto any marsh, lake, pond, park, revene, drainage ditch or canal or Roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 11.3 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Players Club Association. Each Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party or company providing the same.

Section 11.4 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XII
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 12.1 Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat or replat all or any part of the Property, and to file subdivision restrictions and amendments hereto with respect to any undeveloped portion or portions of the Property.

Section 12.2 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 operaton of a golf club.

Section 12.3 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 seven and one half feet in width along the side of each Lot.

Section 12.4 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, bulkheads, and similar improvements necessary for the Players Club Association to perform the obligations set forth in Section 10.20 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 12.5 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 12.6 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. The easements granted by Developer shall not materially or adversely affect any improvements.

Section 12.7 Cables. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation and maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 12.8 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, and the Players Club Association, their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose

of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association or the Players Club Association.

Section 12.9 Sidewalks. Developer reserves for itself, the Players Club Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon Parcel A (Cypress Bridge Drive South, Cypress Bridge Circle, and Cypress Bridge Drive North) and Tracts A, B, C, D, E, F and G as shown on the plat of Players Club Unit Seven for construction and installation of, and ingress and egress upon paths and sidewalks located thereon.

Section 12.10 Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the restriction which it is violated and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area, 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.

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 Oak Bridge Roadways, recorded in Map Book 15, Pages 42-44, of the public records of St. Johns County, Florida, subject, however, to the terms and conditions of the Declaration of Covenants for the Players Club at Sawgrass.

Section 13.2 Subdivision Roadways. The subdivision roadways and right-of-ways, designated on the recorded plat of Players Club Unit Seven as Parcel A (Cypress Bridge Drive South, Cypress Bridge Circle, and Cypress Bridge Drive North) 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 preceeding provisions of this Section 13.3 thereafter shall be of no further force or effect.

Section 13.4 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.

Section 13.5 Sidewalks. Each Owner shall have the right to the use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. Each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance and use of sidewalks.

Section 13.6 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways and all or any part of the easements reserved herein (including those shown on the Plat). In addition, Arvida shall have the right to redesignate, relocate or close any part of the roadway without the consent or joinder of any party so long as no Lot is denied

reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds of the Owners has been recorded, agreeing to change or terminate said 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 said 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 said Covenants or Restrictions. Expense of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

Section 14.2 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, 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.

Section 14.3 Severability. Invalidation of any one of these Covenants and Restrictions 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 and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Owners of two thirds of the Lots, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent. 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

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

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

The foregoing Declaration of Covenants and Restrictions for _____ was acknowledged before me this 12th day of December, 1986, by James E. Davidson, Jr., Vice President, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

(Notarial Seal)

Notary Public, State of Florida at Large

My Commission Expires:

My Commission Expires Feb. 3, 1990

ARVIDA/0068

Exhibit A

Draft#1
TMJ/5-29-86

ARTICLES OF INCORPORATION

OF

CYPRESS BRIDGE HOMEOWNERS ASSOCIATION, INC.

I. NAME.

The name of this corporation shall be Cypress Bridge 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 Cypress Bridge (the "Subdivision") and described in the Declaration of Covenants and Restrictions for Cypress Bridge (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 Seven, according to the Final Development Plan thereof approved by the St. Johns County Board of County Commissioners pursuant to Ordinance Number 86-84.

"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 for private security, 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:

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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 for private security, 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.

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

C. Except as otherwise provided by these Articles, the Declaration, or the Bylaws of Cypress Bridge 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,

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

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

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

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

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by 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 CYPRESS BRIDGE HOMEOWNERS ASSOCIATION, INC.

Kathryn B Hoehle
Notary Public, State of Florida at Large.

My Commission Expires: 5/28/90

(NOTARIAL SEAL)

104Q6

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

CYPRESS BRIDGE 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.

CYPRESS BRIDGE 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 - Resident Agent

Dated: 8/11/86

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Draft#1
TMJ/6-02-86

BYLAWS

OF

CYPRESS BRIDGE HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Cypress Bridge ("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 Cypress Bridge Homeowners Association, Inc. ("Association") shall be at the Sawgrass Administration Building, 10033 Sawgrass Drive, 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 ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be 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 Cypress Bridge Homeowners Association, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

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

V. ELECTION OF DIRECTORS.

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

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

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.

2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

4. To 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 member of the Board, but the other officers need not be.

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

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

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

Board.

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

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

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

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

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

IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The 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 Cypress Bridge (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: Cypress Bridge 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.