

RESOLUTION NO. 88-82

RESOLUTION OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
PHASE I OF CYPRESS LAKES
ZONED PLANNED UNIT DEVELOPMENT
PURSUANT TO ORDINANCE R-PUD-85-92

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY
FLORIDA:

SECTION 1: Pursuant to a request for approval made by Hall Properties, Inc., in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Board, the Final Development Plan attached hereto as Exhibit "A" is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit "B" *letter addendum dated 3-10-88,* all of which are incorporated into the final development plan and made a part thereof and hereof.

SECTION 2: *and staff comments for March 22, 1988 BCC meeting*

"All building code, zoning ordinance, and other land use and development regulations of St. Johns County as may be amended from time to time shall be applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PSD Ordinance. Modification to approved development plans by variance or special exception shall be prohibited."

PASSED this 22nd day of March, 1988.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY

By Lawrence D. Hartley
Chairman

ATTEST: CARL "BJD" MARKEL, CLERK

By: Ann M. McDonald
Deputy Clerk

Adopted regular meeting: March 22, 1988

Effective: March 22, 1988

CYPRESS LANDING PUD

FINAL DEVELOPMENT PLAN SUBMITTAL

STAFF COMMENTS FOR MARCH 22, 1988 BCC MEETING

THE FINAL DEVELOPMENT PLAN WAS REVIEWED SINCE THE APPROVAL BY THE PLANNING AND ZONING AGENCY, AND THE DEVELOPER HAS SUBMITTED ADDITIONAL DOCUMENTATION TO SATISFY THE ENGINEERING DEPARTMENT CONCERNS.

1. THE DEVELOPER HAS AGREED TO FILING OF A FINAL PLAT PRIOR TO THE TIME CONSTRUCTION PERMITS ARE REQUESTED FOR ANY DWELLING UNITS.
2. IF THE DEVELOPER ELECTS TO BEGIN CONSTRUCTION OF PAVING AND DRAINAGE IMPROVEMENTS PRIOR TO THE COUNTY APPROVAL OF THE PLAT, HE WILL FURNISH THE COUNTY COPIES OF ALL APPLICABLE PERMITS AND WILL POST THE BOND REQUIRED BY 86-4 PRIOR TO COMMENCEMENT OF CONSTRUCTION AS DEFINED IN 86-4.
3. IF THE DEVELOPER ELECTS TO BEGIN CONSTRUCTION OF UTILITIES PRIOR TO THE COUNTY APPROVAL OF THE PLAT, HE WILL PROVIDE THE COUNTY COPIES OF THE DER AND ANY OTHER APPLICABLE PERMITS, ALONG WITH APPROVED PLANS PRIOR TO OBTAINING THE BUILDING PERMIT FOR THE UTILITIES, AND PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR THE UTILITIES.

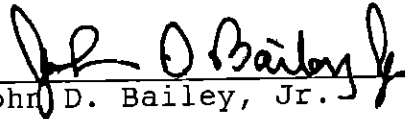
EXHIBIT B TO
FINAL DEVELOPMENT PLAN
FOR PHASE I
OF CYPRESS LAKES,

Applicant:

HALL PROPERTIES, INC.

Attorneys for Applicant:

UPCHURCH, BAILEY AND UPCHURCH, P.A.

By: 
John D. Bailey, Jr.

INTRODUCTION

Attached hereto you will please find all materials, drawings, information and other documentation, as required by Sections 8-3 and 8-4, St. Johns County Zoning Ordinance, concerning the final development plan for the residential and recreational areas within Phase I of the CYPRESS LAKES Planned Unit Development. Also submitted herewith is the Preliminary Plat for Cypress Lakes and Construction Plans for Phase I. The final development for the commercial area shall be submitted at a later date.

8-4-1 Density of Development

As depicted in the final development plan attached hereto, the total ground area to be occupied by residential buildings and structures does not exceed thirty-five percent (35%) of the total ground area of the real property. While the exact locations of the building to be constructed on the lots may vary slightly, the number of units will not change.

8-4-2 Open Space

As depicted in the final development plan the nature areas represent open space. The open space shall be utilized as a conservation area and will be owned and maintained by St. Johns County.

The exact location of the open space may vary slightly based on the final location of the Golf Course but the total amount of open space shall remain the same.

The Golf Course, Driving Range and Clubhouse depicted on the final development plan shall be owned and maintained by St. Johns County. These facilities will be utilized by members of the public as well as residents of the development.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction

All development which is to occur within the property will comply with the spirit and intent of the St. Johns County Zoning Ordinance. There will be a total of 117 single family residential lots in Phase I. This total consists of the 50 lots designated for development in Phase I and 67 of the lots designated for development in Phase II. The inclusion of the 67 Phase II lots in Phase I is permissible as the PUD provides that Phases may overlap and be developed concurrently.

All of the above lots shall be a minimum of one-fourth (1/4) acre in size, and have a minimum width of ninety (90') feet.

The commercial area is not a part of this submittal and will be filed as a separate final development plan.

Construction of the Golf Course, Clubhouse and Driving Range has commenced and will be completed during Phase I. The RV/Boat storage area shall be developed by the applicant during Phases I and II and a separate final development plan for that area will be submitted at a later date. The applicant or Homeowners' Association shall develop the future recreation area in phases during each phase of the development. St. Johns County has the option of developing the tennis facility at a later date. If the County develops it, the tennis facility will be owned and operated by the County. If the tennis facility is not developed by the County, the area reserved for such shall be designated and utilized as open space.

The minimum setbacks for all lots shall be twenty-five (25') feet for front yards, twenty (20') feet for rear yards and eight (8') feet for side yards.

No more than two (2) temporary construction/sales trailers shall be located on site during construction of the Planned Unit Development. Two (2) decorative brick walls identifying the development shall be located at the entrance of the residential area. The walls shall be thirty-two (32') feet long, eight (8') high, partially lighted and be located outside the right-of-way on either side of the entrance road.

8-4-4 Project Size

The residential area of Phase I of the Planned Unit Development

consists of approximately 81.2413 acres. The legal description of the residential property within Phase I is attached as Exhibit "A".

8-4-5 Support Legal Documents for Open Space

The Declaration of Covenants, Conditions, Easements and Restrictions for Cypress Lakes (hereinafter referred to as the Declaration) assures adequate maintenance and management of all areas encompassed within this final development plan and proposed for common ownership by the residents of the Planned Unit Development. Specifically:

(a) The Declaration in Section 1.5, defines common area as all portions of the real property, if any, conveyed by the Developer to the Homeowners' Association for the use and enjoyment of all owners. This definition includes the areas designated as open space not owned and maintained by St. Johns County.

(b) Section 3.19 of the Declaration provides each owner of a lot shall have the non-exclusive right in common with the developer to use the common area, subject to reasonable rules and regulations for such use enacted by the Association.

(c) Section 5.1 of the Declaration provides the Homeowners' Association shall be responsible for the management and maintenance of any such common area.

(d) The initial paragraph of Section 5 of the Declaration and Sections 5.2, 5.3 and 5.4 of same, authorize the Association to subject each lot to regular and special assessments for its proportionate share of the maintenance costs.

(e) Section 5.7 of the Declaration authorizes the Association to file and foreclose a lien against each lot in the event of non-payment of the above assessments.

Copies of the applicable portions of said Declaration are attached hereto.

8-4-6 Access

As depicted in the final development plan each lot is provided vehicular access within the property via a system of public roads, which shall be owned and maintained by St. Johns County.

8-4-7 Privacy

Visual and acoustical privacy of each dwelling unit will be assured primarily through landscaping. Fences, walks and landscaping will be provided by the owners of the lots for the protection and aesthetic enhancement of the property.

8-4-8 Community Facilities

(a) The roads, drainage facilities and utility lines serving the property are proposed for dedication to St. Johns County. Such facilities shall be constructed according to applicable County standards.

(b) All requirements for off street parking and loading set forth in Article IX of the St. Johns County Zoning Code are specifically addressed below:

9-1-1 Drainage

The general drainage plan for the property has been designed so as to prevent damage to abutting parcels and streets and alleys and is graphically depicted on the final development. All off street parking and loading areas will be surfaced with erosion resistant material in accordance with County specifications.

9-1-2 Separation from Walkway and Street

Off street parking and loading facilities shall be located on the lots they are intended to serve and be separated from walkways,

sidewalks, streets or alleys.

9-1-3 Entrances and Exits

The location and design of the entrances and exits located within the development shall be in accordance with St. Johns County specifications.

9-1-4 Interior Drives

As shown on the final development plan, interior drives on the property will be a minimum of twenty-four (24) feet wide, thus facilitating two-way traffic.

9-1-5 Marking of Parking Spaces

Parking spaces in lots of more than ten spaces shall be marked, by painted lines or curbs, or other means to indicate individual spaces. Signs or markers shall be used as necessary to insure efficient traffic operation in the lot.

9-1-6 Lighting

Adequate lighting shall be provided for the off street parking and loading facilities, if any, to be used at night and shall be designed and installed in order to minimize glare on adjacent property.

9-1-7 Screening

Section 9-1-7 is inapplicable since no off street parking spaces for ten (10) or more automobiles are located closer than forty (40) feet to a lot zoned residential.

9-2 Location

The required off street parking facilities will be located on the lots they are intended to serve.

9-3-1 Off Street Parking: Numbers Required

In accordance with subsection (a) of 9-3-1, at least one

off street parking space will be provided per dwelling unit.

9-4-1 Off Street Loading, Requirements

This section does not apply to the development as it is residential.

(c) The final development plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Location of the fire hydrants serving the property are also depicted on the final development plan.

(d) All utilities serving the property including telephone, power, cable television, sewer lines and water lines will be installed underground. Also shown on the final development plan is the location and design of the storm sewer facilities serving the property and the grading and topography of the site facilitating proper drainage of storm waters and preventing erosion and the formation of dust.

(e) All streets located within the development shall be designed in accordance with St. Johns County standards or equal thereto.

Applicant:
HALL PROPERTIES, INC.

Attorneys for Applicant:
UPCHURCH, BAILEY AND UPCHURCH, P.A.

By: John D. Bailey, Jr.
John D. Bailey, Jr. att

UPCHURCH, BAILEY AND UPCHURCH, P. A.

ATTORNEYS AT LAW
501 FIRST UNION BANK BUILDING
POST OFFICE BOX 170

SAINT AUGUSTINE, FLORIDA 32085-0170

(904) 829-9066

HAMILTON D. UPCHURCH
JOHN D. BAILEY, JR.
FRANK D. UPCHURCH, III
TRACY W. UPCHURCH

FRANK D. UPCHURCH
(1894-1986)

KEITH R. FOUNTAIN

March 10, 1988

BY HAND DELIVERY

Mr. Jerry Napier
Planning and Zoning Department
County Administration Building
State Road 16A
St. Augustine, Florida 32084

Re: Cypress Lakes Planned Unit Development
Our File No. J-87-548-A/ZONING

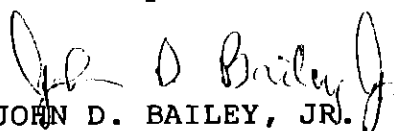
Dear Mr. Napier:

Please consider this letter as an Addendum to Exhibit "B" to the Final Development Plan for Phase I of Cypress Lakes.

Attached to this letter is a copy of a letter from R. Daniel Castle, St. Johns County Administrator, to Mr. William H. Hall which confirms that St. Johns County intends to construct a sewage treatment facility which will serve the PUD. The Plant is expected to be operational during the latter part of 1988. The Applicant understands that Certificates of Occupancy for the single family residences to be constructed within the PUD will not be issued until such time as County water and sewer is available. If the County is unable to provide water and sewer for the development, the Applicant will modify the PUD to permit water and sewer to be provided in some other manner.

Also, paragraph (e) of Section 9-4-1 of Exhibit "B" is hereby modified to provide that all streets located within the PUD shall be designed and constructed in accordance with St. Johns County Ordinance No. 86-4 and its Amendments (Paving and Drainage Ordinance).

Sincerely,


JOHN D. BAILEY, JR.

JDB,Jr:djp
Enclosure



COUNTY COURTHOUSE
ST. AUGUSTINE, FLORIDA
Oldest City in the United States

BOARD OF COUNTY COMMISSIONERS

Historical St. Johns County, Florida

COUNTY ADMINISTRATOR

P. O. DRAWER 349
ST. AUGUSTINE, FLORIDA
32085-0349

TELEPHONE: 829-5666
TELEPHONE: 824-8131
EXT. 403

December 31, 1987

Mr. William H. Hall, President
Hall Properties, Inc.
1715 Memorial Park Drive
Jacksonville, Florida 32204

RE: Cypress Lakes P.U.D.

Dear Mr. Hall:

This is to advise you that St. Johns County, pursuant to our agreement with you, intends to construct, operate, and maintain a sewage treatment facility which will serve the Cypress Lakes P.U.D. Presently, the county has employed Robert Bates & Associates to design the facility, and at this time we expect the plant to be operational during the latter part of 1988, barring unforeseen circumstances.

Should you have questions regarding this matter, please let me know.

Sincerely,

R. Daniel Castle
County Administrator
St. Johns County

RDC/np

cc: Board of County Commissioners
Jim Sisco, County Attorney

RECEIVED

JAN 4 1988

HALL PROPERTIES, Inc.

CYPRESS LAKES, PHASE 1

A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 01 DEGREES 23 MINUTES 54 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID SECTION 9, 195.01 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 50 SECONDS WEST, 1759.70 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 43 SECONDS WEST, 2357.61 FEET; THENCE NORTH 53 DEGREES 48 MINUTES 00 SECONDS WEST, 82.00 FEET; THENCE SOUTH 36 DEGREES 12 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #207 (A 100 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED), 489.23 FEET; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #207, SOUTH 35 DEGREES 50 MINUTES 00 SECONDS WEST, 312.42 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, PASSING THROUGH A CENTRAL ANGLE OF 93 DEGREES 50 MINUTES 15 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11 DEGREES 05 MINUTES 08 SECONDS EAST, 73.04 FEET, AN ARC LENGTH OF 81.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 505.56 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 56 DEGREES 45 MINUTES 32 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 37 MINUTES 29 SECONDS EAST, 480.60 FEET, AN ARC LENGTH OF 500.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 14 MINUTES 43 SECONDS EAST, 315.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 37 DEGREES 22 MINUTES 55 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 56 MINUTES 10 SECONDS EAST, 333.28 FEET, AN ARC LENGTH OF 339.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 777.81 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 71 DEGREES 47 MINUTES 26 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 43 MINUTES 55 SECONDS EAST, 912.07 FEET, AN ARC LENGTH OF 974.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33 DEGREES 09 MINUTES 48 SECONDS WEST, 46.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 92 DEGREES 45 MINUTES 50 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 13 MINUTES 07 SECONDS EAST, 36.20 FEET, AN ARC LENGTH OF 40.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 59 DEGREES 36 MINUTES 02 SECONDS EAST, 40.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 576.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE 09 DEGREES 16 MINUTES 14 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 14 MINUTES 10 SECONDS EAST, 93.22 FEET, AN ARC LENGTH OF 93.32 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 43 SECONDS EAST, 135.00 FEET; THENCE SOUTH 68 DEGREES 41

MINUTES 16 SECONDS EAST, 88.60 FEET; THENCE NORTH 88 DEGREES
16 MINUTES 50 SECONDS EAST, 290.00 FEET; THENCE SOUTH 01
DEGREES 43 MINUTES 10 SECONDS EAST, 185.00; THENCE EASTERLY
ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT HAVING A
RADIUS OF 950.92 FEET, PASSING THROUGH A CENTRAL ANGLE OF 04
DEGREES 14 MINUTES 09 SECONDS, SUBTENDED BY A CHORD BEARING
AND DISTANCE OF SOUTH 89 DEGREES 36 MINUTES 05 SECONDS EAST,
70.29 FEET, AN ARC LENGTH OF 70.30 FEET; THENCE SOUTH 01
DEGREES 43 MINUTES 10 SECONDS EAST, 145.47 FEET; THENCE
SOUTH 06 DEGREES 29 MINUTES 37 SECONDS WEST, 90.14 FEET;
THENCE SOUTH 14 DEGREES 50 MINUTES 48 SECONDS EAST, 904.83
FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 47 SECONDS WEST,
338.03 FEET; THENCE NORTH 79 DEGREES 56 MINUTES 26 SECONDS
WEST, 632.48 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 24
SECONDS WEST, 165.08 FEET; THENCE NORTH 13 DEGREES 57
MINUTES 31 SECONDS EAST, 352.49 FEET; THENCE NORTH 32
DEGREES 24 MINUTES 59 SECONDS EAST, 242.96 FEET; THENCE
NORTH 14 DEGREES 55 MINUTES 12 SECONDS WEST, 183.12 FEET;
THENCE NORTH 08 DEGREES 56 MINUTES 27 SECONDS EAST, 239.09
FEET; THENCE NORTH 21 DEGREES 07 MINUTES 43 SECONDS EAST,
145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE
CONCAVE TO THE RIGHT, HAVING A RADIUS OF 626.77 FEET,
PASSING THROUGH A CENTRAL ANGLE OF 09 DEGREES 16 MINUTES 14
SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH
64 DEGREES 14 MINUTES 10 SECONDS WEST, 101.30 FEET, AN ARC
LENGTH OF 101.41 FEET TO A POINT OF TANGENCY; THENCE NORTH
59 DEGREES 36 MINUTES 02 SECONDS WEST, 45.80 FEET TO A POINT
OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS
OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID
CURVE, PASSING THROUGH A CENTRAL ANGLE OF 87 DEGREES 14
MINUTES 09 SECONDS, SUBTENDED BY A CHORD BEARING AND
DISTANCE OF SOUTH 76 DEGREES 46 MINUTES 53 SECONDS WEST,
34.49 FEET, AN ARC LENGTH OF 38.06 FEET TO A POINT OF
TANGENCY; THENCE SOUTH 33 DEGREES 09 MINUTES 48 SECONDS
WEST, 203.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE
TO THE LEFT, HAVING A RADIUS OF 1775.00 FEET; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A
CENTRAL ANGLE OF 29 DEGREES 32 MINUTES 30 SECONDS, SUBTENDED
BY A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 23
MINUTES 33 SECONDS WEST, 905.09 FEET, AN ARC LENGTH OF
915.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO
THE LEFT HAVING A RADIUS OF 6,405.00 FEET; THENCE SOUTHERLY
ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE
OF 11 DEGREES 28 MINUTES 59 SECONDS, SUBTENDED BY A CHORD
BEARING AND DISTANCE OF SOUTH 02 DEGREES 07 MINUTES 12
SECONDS EAST, 1281.54 FEET, AND ARC LENGTH OF 1283.69 FEET
TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT,
HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG
THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 87
DEGREES 42 MINUTES 49 SECONDS, SUBTENDED BY A CHORD BEARING
AND DISTANCE OF SOUTH 51 DEGREES 43 MINUTES 06 SECONDS EAST,
34.64 FEET, AN ARC LENGTH OF 38.27 FEET TO A POINT OF
TANGENCY; THENCE NORTH 84 DEGREES 25 MINUTES 28 SECONDS
EAST, 43.86 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 53
SECONDS WEST, 587.19 FEET; THENCE NORTH 34 DEGREES 03
MINUTES 20 SECONDS EAST, 233.08 FEET; THENCE SOUTH 74
DEGREES 55 MINUTES 01 SECONDS EAST, 495.20 FEET; THENCE
SOUTH 40 DEGREES 22 MINUTES 29 SECONDS EAST, 238.17 FEET;
THENCE SOUTH 18 DEGREES 20 MINUTES 53 SECONDS WEST, 578.84
FEET; THENCE SOUTH 58 DEGREES 04 MINUTES 54 SECONDS WEST,
127.77 FEET; THENCE SOUTH 84 DEGREES 25 MINUTES 28 SECONDS
WEST, 486.11 FEET; THENCE NORTH 05 DEGREES 34 MINUTES 32
SECONDS WEST, 140.81 FEET; THENCE SOUTH 84 DEGREES 25

MINUTES 28 SECONDS WEST, 72.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 93 DEGREES 07 MINUTES 37 SECONDS, SUBTENDED BY A CHORD BEARING AN DISTANCE OF SOUTH 37 DEGREES 51 MINUTES 39 SECONDS WEST, 36.31 FEET, AN ARC LENGTH OF 40.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 7286.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 07 DEGREES 43 MINUTES 28 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 33 MINUTES 54 SECONDS EAST, 981.63 FEET, AN ARC LENGTH OF 982.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 90 DEGREES 23 MINUTES 39 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 37 MINUTES 28 SECONDS EAST, 35.48 FEET, AN ARC LENGTH OF 39.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 73 DEGREES 10 MINUTES 42 SECONDS EAST, 34.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 7,226.66 FEET, PASSING THROUGH A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 33 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 42 MINUTES 08 SECONDS WEST, 736.62 FEET, AN ARC LENGTH OF 736.94 FEET; THENCE NORTH 61 DEGREES 20 MINUTES 47 SECONDS EAST, 217.19 FEET; THENCE SOUTH 70 DEGREES 36 MINUTES 49 SECONDS EAST, 197.80 FEET; THENCE SOUTH 03 DEGREES 09 MINUTES 14 SECONDS EAST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 6896.66 FEET, PASSING THROUGH A CENTRAL ANGLE OF 03 DEGREES 17 MINUTES 51 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 10 MINUTES 23 SECONDS EAST, 396.88 FEET, AN ARC LENGTH OF 396.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 3268.81 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 08 DEGREES 24 MINUTES 00 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 01 MINUTES 19 SECONDS EAST, 478.81 FEET, AN ARC LENGTH OF 479.24 FEET; THENCE SOUTH 37 DEGREES 49 MINUTES 58 SECONDS EAST, 200.00 FEET; THENCE SOUTH 14 DEGREES 33 MINUTES 58 SECONDS EAST, 165.00 FEET; THENCE SOUTH 53 DEGREES 19 MINUTES 28 SECONDS WEST, 172.70 FEET; THENCE SOUTH 83 DEGREES 57 MINUTES 55 SECONDS WEST, 167.42 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 3598.81 FEET, PASSING THROUGH A CENTRAL ANGLE OF 13 DEGREES 22 MINUTES 08 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23 DEGREES 54 MINUTES 15 SECONDS WEST, 837.81 FEET, AN ARC LENGTH OF 839.72 FEET; THENCE SOUTH 73 DEGREES 10 MINUTES 42 SECONDS WEST, 34.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 59 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 10 MINUTES 41 SECONDS WEST, 35.36 FEET, AN ARC LENGTH OF 39.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 3658.81 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 19 DEGREES 00 MINUTES 15 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 06 MINUTES 24 SECONDS EAST, 1208.02 FEET, AN ARC LENGTH OF 1213.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 1133.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE, PASSING THROUGH A CENTRAL ANGLE OF 02 DEGREES 55 MINUTES 20 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 04 MINUTES 12 SECONDS EAST, 57.83 FEET, AN ARC LENGTH OF 57.83 FEET; THENCE SOUTH 50 DEGREES 28 MINUTES 08 SECONDS WEST, 79.91 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, PASSING THROUGH A CENTRAL ANGLE OF 101 DEGREES 50 MINUTES 57 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89 DEGREES 22 MINUTES 34 SECONDS WEST, 38.82 FEET, AN ARC LENGTH OF 44.44 FEET; THENCE NORTH 51 DEGREES 32 MINUTES 55 SECONDS WEST, 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 601.64 FEET, PASSING THROUGH A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 10 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39 DEGREES 35 MINUTES 41 SECONDS EAST, 24.01 FEET, AN ARC LENGTH OF 24.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 76 DEGREES 44 MINUTES 51 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 21 MINUTES 50 SECONDS EAST, 31.04 FEET, AN ARC LENGTH OF 33.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 3738.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 24 MINUTES 57 SECONDS WEST, 1246.27 FEET, AN ARC LENGTH OF 1252.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 7366.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE 08 DEGREES 32 MINUTES 18 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12 DEGREES 33 MINUTES 09 SECONDS WEST, 1096.78 FEET, AN ARC LENGTH OF 1097.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 6485.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 00 DEGREES 37 MINUTES 15 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 58 MINUTES 22 SECONDS WEST, 70.31 FEET, AN ARC LENGTH OF 70.31 FEET TO A POINT; THENCE CONTINUING ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 11 DEGREES 17 MINUTES 02 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 01 MINUTE 13 SECONDS WEST, 1275.10 FEET, AN ARC LENGTH OF 1277.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 1855.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 29 DEGREES 32 MINUTES 30 SECONDS SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 23 MINUTES 33 SECONDS EAST, 945.88 FEET, AN ARC LENGTH OF 956.44 FEET; THENCE NORTH 33 DEGREES 09 MINUTES 48 SECONDS EAST, 350.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 697.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 28 DEGREES 30 MINUTES 16 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 54 MINUTES 40 SECONDS EAST, 343.59 FEET, AN ARC LENGTH OF 347.16 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 697.81 FEET, PASSING THROUGH A CENTRAL ANGLE OF 43 DEGREES 17 MINUTES 09 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 59 MINUTES 03 SECONDS WEST, 514.74 FEET, AN ARC LENGTH OF 527.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 37 DEGREES 22 MINUTES 55 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 56 MINUTES 11 SECONDS WEST, 384.56 FEET, AN ARC LENGTH OF 391.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 14 MINUTES 43 SECONDS WEST, 250.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 416.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 66 DEGREES 07 MINUTES 55 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 18 MINUTES 40 SECONDS WEST, 454.32 FEET, AN ARC LENGTH OF 480.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 76 DEGREES 47 MINUTES 21 SECONDS, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74 DEGREES 13 MINUTES 41 SECONDS WEST, 62.11 FEET, AN ARC LENGTH OF 67.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 35 DEGREES 50 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #207, 249.96 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 64.06 ACRES MORE OR LESS.

1.5 "Common Area" means those portions of the Cypress Lakes Property, if any, conveyed by the Developer to the Association for the use and enjoyment of all Owners.

1.6 "Developer" means Hall Properties, Inc., a Florida corporation and its successors, assigns, nominees and designees.

1.7 " Dwelling Unit " means any improved property located within the Platted Property and intended for use as a family housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

1.8 "Estate Lot" means any subdivision lot so designated on the Plat and intended for use as a site for a single family detached dwelling with rear and side lot setback restrictions as provided herein.

1.10 "Lot or Lots" when used herein without specific reference to the type of Lot, means all of the Estate and Lots located within the Cypress Lakes Development.

1.12 "Owner" means the record owner of fee simple title to a Lot or Dwelling Unit.

1.14 "Plat" means the Plat of Cypress Lakes, recorded in Plat Book _____, Pages _____ through _____, of the Public Records of St. Johns County, Florida, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

1.15 "The Cypress Lakes Development" means the overall development constructed or planned to be constructed on the Cypress Lakes Property.

1.16 "Roadways" means those portions of the Platted Property designated on the Plat as streets, together with any real property which may hereafter be platted as Roadways and designated a "private street," or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and shall be subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

2.1 Residential Purposes. Each Estate and Patio Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any such Lot other than one single-family residence and appurtenant buildings. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit. However, the Developer shall have the right to maintain facilities on the Cypress Lakes Property for sales and promotional activity, maintenance and recreation, and shall have the right to sell or lease improved or unimproved Lots.

3.18 Waterways. All lakes, ponds, creeks and streams (hereinafter "waterways") now existing or which may be hereafter created, within the Cypress Lakes Property shall belong to the Developer unless specifically conveyed by Developer to an Owner as part of a Lot or unless conveyed by Developer to the Association as part of the Common Area. Even if so conveyed, the Developer reserves the right to regulate the level and flow of water therein and all use thereof. No power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, boat houses, piers or other similar facilities on such waterways, nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Cypress Lakes Property, without the

written consent of the Developer. The Developer shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowls, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment. Developer may delegate or assign such rights granted herein to the Association.

3.19 Common Area. Each Owner shall have the non-exclusive right in common with the Developer to use the Common Area, subject to reasonable rules and regulations for such use enacted by the Association.

3.20 Drainage. No changes in elevation of property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of storm water or which shall result in any alteration of the drainage system for the Platted Property and the lands adjacent to or near the Platted Property, or which in the sole opinion of the Developer, shall in any way effect the drainage system for the benefit of the Platted Property and lands adjacent to the Platted Property without the prior written consent of the Developer. Developer reserves for itself, its successors and assigns, an easement in and over all lakes, streams and waterways in the Cypress Lakes Property for drainage of any and all portions thereof.

3.21 Additional Covenants and Restrictions. Other than the Developer, no Owner of any part of the Platted Property shall without the prior written approval of the Association, impose any additional covenants or restrictions on any part of the Platted Property.

4. UTILITY SERVICES

4.1 Water and Sewer. St. Johns County or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Platted Property. No well of any kind shall be constructed on any Lot or Commercial Parcel to provide potable water for use thereon, and no potable water shall be used except potable water which is obtained from the County of St. Johns, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air-conditioning irrigation or the filling of swimming pools. All sewage from any improvement on the Platted Property must be disposed of through the sewage lines and disposal plant owned or controlled by the County of St. Johns, or its successors or assigns.

4.2 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots and Commercial Parcels only by parties, companies or agencies approved by the Association and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

4.3 Utility Lines Underground. Unless the Association expressly consents in writing, all telephone, electric and other utility lines on the Platted Property shall be located underground so as not to be visible.

4.4 Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights on, under and across all lakes and waterways as well as a strip fifteen (15) feet in width around the perimeter of all lakes and waterways, a strip ten (10) feet in width along the front lot line of each Lot, a strip ten (10) feet in width along the rear lot lines of each Lot, and a strip ten (10) feet in width along the side lot lines of each Lot for access, drainage purposes and for the use of electric, telephone, cable TV, sewage, water, gas and other public and private utilities. Additional easements may be reserved or granted by the Developer to a third party. Within the easement areas, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners shall bear the risk of loss of any such structure, improvement or landscaping except as otherwise provided in Section 2.2. Notwithstanding such restrictions, all easement areas, areas within any setback line, and

all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot only from the point where such line connects to the main line shall be maintained by the Owner of that Lot.

5. ASSESSMENTS

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units and Lots, and each Dwelling Unit and Lot is subjected thereto as hereinafter provided:

5.1 Purposes. The Association may levy assessments for the purpose of enabling the Association:

(a) To pay all ad valorem taxes assessed against the portion of the Cypress Lakes Property used in common by all Owners, including Roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the Association;

(b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association;

(c) To pay all expenses required for the reasonable repair and maintenance of the portions of the Cypress Lakes Property described in subsection (a) above, including without limitation, paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association.

(d) To pay all expenses of providing security for the Cypress Lakes Property including salaries of security men, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;

(e) To pay for the expense of lighting the Roadways, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;

(f) To pay for all expenses incurred in providing mosquito and other pest control for the Cypress Lakes Property;

(g) To pay for all expenses incurred in connection with providing fire protection for the Cypress Lakes Property;

(h) To pay for all expenses of maintenance, improvement and operation of drainage easements and facilities;

(i) To pay for all expenses of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways;

(j) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service.

(k) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payroll and general office operating expenses, and the expense of doing any and all other things necessary or desirable in the judgment of the Board to keep the Cypress Lakes Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents of the Cypress Lakes Development;

(l) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;

(m) To pay for such other benefits and services to the Owners as may be determined appropriate from time to time by the Board;

(n) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

5.2 Regular Assessments.

(a) Except as provided in Section 5.6, each Lot is hereby subjected to regular maintenance assessments as provided below, payable on a monthly basis (unless otherwise determined by the Board) beginning with the 1st day of the first full month following the date of original sale of such property by the Developer to a third party, and continuing on the 1st day of each month thereafter. The Assessments shall be uniform in dollar amount for each category (ex. Lots) and shall be set by the Board, subject to approval of the Association. The regular maintenance assessment may be adjusted by the Board as required to meet the expenses and other charges for which same are assessed. Regular Maintenance assessments shall become delinquent if not paid within fifteen (15) days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum from that date until paid.

(b) Initial Regular Maintenance Assessments are \$480.00 per year per Lot.

5.3 Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the Board shall not exceed the amount shown in Section 5.2 above for a period of twelve (12) months following the initial recording of this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten percent (10%) of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. However, in no event shall the regular maintenance assessment be cumulatively increased by an amount greater than thirty (30%) percent of the regular assessment for the immediately preceding month. Notwithstanding the foregoing, the regular maintenance assessment for any category listed in Section 5.2 may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by a majority vote of Owners (other than the Developer) in each such category of assessment.

5.4 Special Assessments. The Association shall have the power to impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if the sum of all special assessments in any twelve (12) month period exceeds fifty percent (50%) of the then applicable regular annual assessment, then such special assessment must be approved by not less than seventy-five percent (75%) of Owners (other than Developer) to whom such assessment is applicable. Any special assessment which is not paid within fifteen (15) days after the Owner receives written notice of such assessment shall bear interest at the rate of eighteen percent (18%) per annum unless otherwise specified.

5.5 Municipally Owned Golf Course. The Golf Course is owned by St. Johns County. It is operated as a Public Golf Course. The purchase of a Lot or Dwelling Unit does not automatically include any ownership rights or membership privileges in the Golf Course. Owners desiring to utilize the Golf Course facilities must pay the applicable

fees established by St. Johns County.

5.6 Platted Property of Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall be attached against any Lot or Dwelling Unit or other portion of the Platted Property so long as same is owned by the Developer and the Developer shall not be required to pay any such assessments, it being understood that the Developer will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners of Lots or Dwelling Units purchased from the Developer.

5.7 Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the Owner of the Property against which the same shall be assessed, and shall be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of St. Johns County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover all costs including reasonable attorneys fees in such proceedings. Each such lien shall be subordinate and inferior to the lien of any institutional mortgage encumbering such property if that mortgage was recorded in the public records of St. Johns County, Florida, prior to the recording date of such lien. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against the property of such Owner or mortgagee.

6. MEMBERS AND VOTING RIGHTS

6.1 Memberships. Every Owner and the Developer shall be a member of the Association as provided below.

6.2 Classes. Membership shall be divided into two classes as follows:

(a) The Class A members shall be all Owners (other than the Developer, as long as Class B membership shall exist) of Lots or Dwelling Units.

(b) The Class B member shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot or a Dwelling Unit and shall not be separated from ownership.

6.3 Voting Rights. Until such time as the Developer has conveyed to third parties all the Lots and Dwelling Units within the Cypress Lakes Development, the Class B member shall have sole voting rights in the Association and the Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, voting rights shall be as follows: Each Class A member shall have one vote on all matters to come before the Association