

**Declaration OF Covenants, Conditions and Restrictions
Of
Cypress Hammock**

This Declaration made on this date hereinafter set forth by Cypress Hammock Homeowners Association and hereinafter referred to as Homeowner(s).

Witnessed:

Whereas, Homeowner(s) is the owner of certain property in Jacksonville, County of Duval, State OF Florida, being known as:

Cypress Hammock Unit One, according to the plat thereof recorded in : Plat Book 42, and pages 2 and 2A, 3 and 3A pages 62 and 62A, 63 and 63A, of the current public records of Duval County, Florida and property described as Parcel A and B on Exhibit A attached hereto and by this reference made a part hereof.

Hereinafter referred to as the Property.

Now, Therefore, Homeowner hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property. And be binding on all parties having any right, title or interest in the described properties or any part thereof. Their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

Article 1 – Definitions

1. "Association" shall mean and refer to Cypress Hammock Association, Inc., a Florida Corporation not for profit, its successors and assigns.
2. "Board of Directors" or "Board" mean the members of the Board of Directors of the Association as from time to time elected or appointed.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the "Property" including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
4. "Property" shall mean and refer to that certain real property herein above described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
5. "Common Areas" means all real and personal property within Cypress Hammock Unit One which is declared herein or in any Supplemental Declaration to be the "Common Areas" or on any recorded subdivision plat of the Community, and all improvements thereto, which are designated for the use and enjoyment of all Owners, or which are

otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Association and which are intended to be devoted to the common use and enjoyment of some or all of the Owners, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Association. As used herein, "Common Areas" shall include, among other things, (i) all improvements and equipment located in or on the Common Areas, including, without limitation, private roadways, signage, swales and berms, pedestrian paths and irrigation systems, (ii) the surface water management system, as permitted by the St. Johns River Water Management District, including, but not limited to, all lakes, retention areas, Conservation Areas, water management areas, ditches, culverts, structures and related appurtenances, but shall exclude (x) any public utility installation located in or on the Common Areas thereon, (y) all portions of any Community Systems (as defined below), unless specifically designated as part of the Common Areas pursuant to a Supplemental Declaration by the Homeowner(s), and (vi) any other property of Homeowner(s) not intended to be made Common Areas..

6. "Surface or Storm water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code.
7. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

Article II – Property Rights

1. **Owner's Easements of Enjoyment.** Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
 - A) **Whereas**, the members wished to further amend the declaration in order to clarify the right of the Association to transfer all or any part of the Common Areas (as defined in the declaration) and
 - B) **Whereas**, at a special meeting held June 22nd, 1992. Duly called and noticed by the Board of Directors of the Association, upon motion duly made and ratified, fifty-one percent (51%) of the members approved the following amendment to the Declaration.
 Article II, section 1 (C) of the declaration is hereby amended in its entirety to read as follows:
 - (C) The right of the association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility and homeowner(s) or group of owners for such

purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless such dedication or transfer is approved by Fifty-One Percent (51%) of all votes eligible to be cast by both member classes of the Association.

Except as specifically amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

2. **Delegation of Use:** Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and Facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

Article III – Membership and Voting Rights

1. Membership. Except as provided in the next sentence, every Person who is a record owner of

a fee or undivided fee interest in any Unit in the Community, shall be a Member of the Association, provided that any Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of Duval County, Florida a deed or other instrument which conveys fee title to a Unit within the Community, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Unit and is appurtenant to, runs with, and shall not be separated from, the Unit upon which membership is based.

2. Voting Rights. The Association shall have one (1) class of membership, Class "A", as follows:

Class "A". Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Unit which is part of the Property shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) person or entity are the Owners of any Unit, all such persons and entities shall be Class A Members. Each Unit shall entitle the Owner or Owners of such Unit to cast one (1) vote in the affairs of the Association. The vote for each Unit shall be exercised as the Owner or Owners of such Unit determine, but in no event shall more than one (1) vote be cast with respect to any Unit owned by a Class A Member. Any Class A Member who leases his or her Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Association.

3. Assessment: Every owner of a lot which, is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which, is subject to assessment.

Article IV – Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligation for Assessments:

The Owner(s) for each lot owned within the properties, hereby covenants. And each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association. 1) Annual assessment or charges, and 2) special assessments for capital improvements such, assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose Of Assessments:

The assessments levied by the Association shall be exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, lakes and lake systems. Said maintenance, in addition to the foregoing, shall include the maintenance and cleaning of the filter system for drainage and the storm water management system required by the Department of Environmental Regulation and/or the St. Johns River Water Management District. Said continual maintenance and cleaning shall be the sole responsibility of the Association.

3. Maximum Annual Assessment:

Shall be \$75.00 per year

- a) From and after January 1 of the year the maximum assessment may be increased each year but not more than 7% above the maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1 of the year the maximum assessment may be increased more than 7% by a vote of two-thirds of members who are voting in person or by proxy, at a meeting duly called for such purpose.
- c) The Association shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above. The Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying in whole or in part. The cost of any construction, reconstruction, repair or replacement of a

capital improvement upon any common area, including fixtures and personal property related thereto. Provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized under Sections 3 & 4:

Written notice of any meeting called for the purpose of taking any action authorized under section 3 or 4 shall be sent to all members. Not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 51% of all the votes of each member shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorums at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots.

7. Date Of Commencement Of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of the Declaration in the public records of Duval County. The association shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be, established by the Association. The Association shall, upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect Of Nonpayment Of Assessments/Remedies of the Association:

Any assessment not paid within 90 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the property involved or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination Of the Lien to Mortgages:

The Lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Specific Assessments, and Special Assessments:

- (a). all Common Area;

(b.) any property dedicated to and accepted by any governmental authority or public utility;

(c.) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Unit which is subject to assessment (in which case the Unit shall not be exempted from assessment);

(d.) and any property owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

Article V – Architectural Control

No building wall or other structure shall be commenced erected or maintained upon the Property nor shall any exterior addition to change alteration or repair. (Other than repairs restoring the exterior of any building located upon the Property to its original appearance and color). Therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing. As to harmony of external design and location in relation to surrounding structures and topography by, the Architectural Control Committee or its designated representative.

However, Structures such as, storage sheds, Florida rooms, patios, wooden decks, shall with the approval of the Architectural Control Committee, shall erect such structure in accordance with easement statues according to your survey. All plans and specifications will be submitted to the Architectural Control Committee for approval. Driveway extensions shall not be permitted unless on a need to need basis with the approval of the Architectural Control Committee.

In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it approval will not be required and this Article will be deemed to have been fully complied with.

Article VI – Easements

In addition to the easements which appear on the Plat, the respective rights and obligations of the Unit owners, the Association, Homeowner(s) and others concerning easements affecting the Community shall include the following:

1. Easements for Utilities and Community Systems. Homeowner(s) hereby reserves for the benefit of itself, its successors and assigns and the Association, perpetual non-exclusive blanket easements upon, across, above and under the Community, including

through any condominium common elements located in a Neighborhood. Which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance and replacement of utility services and Community Systems for the Community. Or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, the Community Systems, and other services, such as trash disposal roads and walkways. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under or through any existing Unit, except as may be temporarily necessary for utility installation, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or to the Occupant of the Unit. This reserved easement, may be assigned by Homeowner(s) by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Homeowner(s). If this reserved easement is assigned to the Association, the Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service. Use of the Community for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Homeowner(s) and its affiliates and its and their designees shall have a perpetual easement over, upon, and under the Community and the portions thereof designated in plats for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

2. Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

3. Easement for Maintenance. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above and under each Unit within the Community, the Common Areas and the Limited Common Areas at reasonable hours to perform its responsibilities of maintenance, inspection and repair, including, without limitation, the right to enter upon each Unit for the purpose of maintaining and landscaping the yards of all Units.

- 4. Damages.** The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.
- 5. Easement for Collection for Storm water Runoff and Flood Water.** The Association reserves for itself, its successors and assigns, the non-exclusive right and easement, but not the obligation, to enter upon any part of Community to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and Common Areas; (b) construct, maintain and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or storm water runoff from other portions of the Community; provided, no Persons shall alter the natural drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected Property.
- 6. Encroachments.** Any portion of any Unit encroaching upon any other Unit or on any other Unit or the Common Area or Limited Common Area, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of an improvements; (iii) any addition, alteration or repair to the Common Area or Limited Common Area made by or with the consent of the Association, or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Area or Limited Common Area, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easement shall exist to a distance of not more than three feet as measured from any common boundary between contiguous Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Unit Owners and their respective designees.
- 7. Easements to Service Additional Property.** The Homeowner(s) hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of the Properties. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for

construction of roads and for connecting and installing utilities on such property. Homeowner(s) agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Homeowner(s) further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Homeowner(s), its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

8. Easements for Cross-Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Unit after the development of the Community pursuant to approved permits, so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property.

9. Lake Maintenance Easement. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or storm water management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage over the entire surface water or storm water system, including the buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Article VII – Use Restrictions

- 1. Residential Lots:** All lots included within the real estate to which these restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling unit not to exceed thirty-five (35) feet in height. These restrictions preclude and prohibit construction of basements under any dwelling. No outbuilding or other structure at any time situate on said lot shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution or for business or manufacturing purposes and no garage apartment shall be erected or placed or allowed to occupy said land.

2. **No Offensive Activity:** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which constitutes a public nuisance or Civilian Law.
3. **No Temporary Structures:** Unless otherwise specifically allowed or permitted under these covenants. No trailer, basement, tent, shack, garage, barn, shed, tool-house or other outbuilding shall at any time be placed temporarily or permanently upon the Property nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee. The said committee reserves the right to refuse permission for any and all such outbuildings.
4. **No Subdivision:** No lot located within the Property shall be subdivided to constitute more than one building plot.
5. **Fences:** This fourth amendment to the declaration of covenants, conditions and restrictions of , Cypress Hammock Association, Inc., was adopted, as of the 19th day of June, 2004 by the Members (as herein defined) of the Cypress Hammock Association, Inc., a Florida corporation (the "Association"). **Witnessed:** Whereas; pursuant to that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Cypress Hammock Association, Inc., recorded in Official Records Volume 7007, Page 2007, of the public records of Duval County, Florida. Article VI, Section 5, of the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded at Official Records Book 6117, Page 30, of the public records of Duval County, Florida, was amended to provide for, vinyl fences to be allowed. Whereas, the members wished to amend the Declaration and a petition was circulated by members of the association and approved by a majority of 51% of the members signing to ratify the Declaration to allow Vinyl fences. **Article VI Section 5 Fences of the Declaration is hereby amended in its entirety to read as follows:**

All fences shall be constructed of natural wood or vinyl. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house. Of the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence, wall, dock, bulkhead or structure of any kind will be permitted below the top the slope of the lake bank as shown on the final survey on the waterfront lots without the approval of said committee.

Except as specifically amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

6. **Easements:** CHA for itself and its successors and assigns hereby reserves and is given a perpetual alienable and releasable non-exclusive easement. Privilege and right on, over and under (i) the land at the front of each lot lying between the dwelling as constructed and the right of way of abutting road. (ii) A strip of land extending the

full length of and along the back line of each lot. (iii) A strip of land extending the length of and along the rear of the dwelling as constructed and extending the width of the dwelling along each side of the dwelling as constructed.

- a) The width of said interior back line easement or said interior side line easement shall be four (4) feet or less as measured from the exterior back lot line or measured from the exterior side lot line as shown in the final survey prepared for the buyer at closing. The width of said easements along the rear and side of the dwelling shall be seven and one-half (7-1/2) feet or less as measured from the rear and side of the dwelling as shown in the final survey prepared for the buyer at closing.
 - b) Each lot shall be subject to the above described front lot, interior back line, interior side line easements. (i) For the ordinary and reasonable maintenance and upkeep of structures and lawns on adjoining lots. (ii) For encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the developer. And (iii) for the installation maintenance and use of water, drainage, facilities, swells, storm sewers and lines and equipment providing water, sewer, cable television, electricity and other utility services. The seven and one-half (7-1/2) foot easements along the rear and sidelines of dwellings referenced herein are reserved for installation, maintenance and repair of lines, conduits and facilities for the supply of electricity. Drainage flow shall not be obstructed or diverted from drainage swells, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants. In the event any dwelling is partially or totally destroyed and then rebuilt the Owners of the adjoining Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.
 - c) The CHA shall have the unrestricted and sole right and power of alienating and releasing the privileges easements and rights referred to in this section so long as the CHA owns at least one (1) Lot within the Property. The Owners of the lot subject to the privileges rights and easements referred to in this section shall acquire no right title or interest in or to any pipes, lines or other equipment or facilities placed on over or under the Property. Which is subject to said privileges rights and easements. All such easements are and shall remain private easements and the sole and the exclusive property of the CHA/Developer and its successors and assigns.
7. **Garage:** Each dwelling unit shall have a one or two car garage. No garage shall be permanently enclosed or converted to another use. All garages must have a door which, shall be maintained in a useful condition and upon replacing Garage door, paint scheme can be white or painted to match house color, and shall be kept closed when not in use.
 8. **Oil and Mining Operations:** No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. Nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 9. **Sight Distance at Intersection :** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be

placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street.

10. **Landscaping:** The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee. Except, those areas where buildings and other improvements shall be located: ie, homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the front property line of his lot and street and side property line and the street incase of corner lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching or other methods, which may be deemed appropriate.
11. **Air Conditioning Units:** No air conditioning units may be installed in any window if such unit shall be visible from any public street.
12. **Roadways:** No one shall use any lot or any portion thereof for roadway purposes.
13. **Parking:** Each owner of each lot shall be entitled to park no more than two (2) automobiles and/or vehicles used for transportation on his lot in the paved area designated for parking. Perpetual and non-exclusive easements and rights-of-way under over and across the paved parking area. (Which, are not to conflict with owner's right to park automobiles and/or vehicles used for transportation) are hereby reserved for the present and future owners, their guests or invitees and delivery, pick-up and fire protection services, police and other authorities of law. United States mail carriers, representatives of public and private utilities servicing the lots and holders of mortgages on any lots, for ingress and egress for a roadway or passageway. No wheeled vehicles of any kind, boats, or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No travel trailer's, motorized homes, commercial vehicles, boats or trailers of any type shall be, permitted to be placed on any lot. Subject to these covenants unless such be placed or parked in a fenced side yard or fenced rear yard of a lot but not placed in the side yard of a corner lot on the side abutting a street. No trailer or recreational vehicle shall be maintained as a residence on any lot.
14. **Pets:** No animals, livestock or poultry of any kind shall be raised bred or kept on any lot except that each household may keep not more than two (2) household pets provided that they are not kept bred or maintained for any commercial purpose.
15. **Clotheslines:** There shall not be permitted any exterior clotheslines on any lots and no clothes or laundry shall be hung outside of any dwelling unit.
16. **Utility Lines and Antennas :** All water sewer electrical telephone gas and other utility lines shall be placed underground. No exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Committee, pursuant to the Architectural Standards; provided, however, each Owner may maintain a

satellite dish provided the satellite dish complies with location guidelines adopted by the Committee.

17. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.
18. **Signs:** No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale or after one (1) year from the closing date on the lot. One sign of not more than two (2) square feet advertising the property for rent or signs used by a lot owner to advertise the property during the renovation and sales period. The entrance, way identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.
19. **Property Maintenance:** In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee including but not limited to landscaping grasses and shrubbery, lake and outbuildings and fences located on contiguous or adjacent thereto the Owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so the committee shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose of repairing maintaining and restoring the lot. And the exterior of the buildings and other improvements located thereupon at the sole cost of the Owner of said lot.
20. **Utilities:** The City of Jacksonville and/or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for the use within the structures to be built. And no potable water shall be used within said structures except potable water which is obtained from the City Of Jacksonville or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively in the yard or garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage line and disposal plant owned or controlled by City Of Jacksonville or its successors and/or assigns. No water from air conditioning systems, ice machine, swimming pools or any other form of condensate water shall be disposed of through the lines of the sewer system. The City Of Jacksonville has a non-exclusive perpetual and unobstructed easement and right, in and on, over and under property known as Cypress Hammock. According to the plat thereof recorded in current public records of Duval County, Florida for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.
21. **Soliciting.** No soliciting will be allowed at any time within the Community.
22. **No Alterations to Common Areas.** Except for work done by the Association in

connection with the construction and marketing of Units, nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Areas without the prior written approval of the Board of Directors.

23. **Violation:** If any person claiming by through or under CHA or its successors or any other person shall violate or attempt to violate any of the covenants herein it shall be lawful for CHA or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party including reasonable attorneys fees. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein which shall remain in full force and effect.
24. **Maintaining of Unit.** Each Unit Owner or occupant shall maintain his Unit in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules or Regulations that may be applicable hereunder or under law.
25. **Quiet Enjoyment.** No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Facilities by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.
26. **No Obstruction of Common Areas.** Unit Owners or occupants may not obstruct the Common Areas in any way including, but not limited to, interfering with any storm water drainage. Unit Owners or occupants may not store anything in or on the Common Areas without the prior written approval of the Board of Directors.

ARTICLE VII- PARTY WALLS

1. **General Rules:** The houses located upon the Lots within the Property are commonly referred to as "town homes" with a characteristic thereof being the existence of common walls or party walls which are constructed along portions of side boundaries of Lots within the Property. Each such party wall serves each house contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.
2. **Personal Obligation for Performance and Contributions; Creation of Lien:** In the event any Owner of a unit shall fail or refuse to: [a] perform or contribute to the cost of any maintenance, repairs, replacements or restorations required under this declaration; or [b] maintain insurance and furnish proof thereof as required hereunder [hereinafter referred to

as "Delinquent Owner"] then the association or the Owner[s], of the other unit within the same building [hereinafter referred to as "Non-Delinquent Owner"] may serve written notice upon the Delinquent Owner demanding that the Delinquent Owner perform or contribute to the cost of any maintenance, repairs, replacements or restorations as required herein within thirty[30] days after mailing of notice thereof by certified mail, postage prepaid, to the Delinquent Owner at such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If after the expiration of such thirty-day period the Delinquent Owner has failed or refused to comply with the demands stated in the written notice. Then the Non-Delinquent Owner may cause such maintenance, repairs, replacements and restorations to be made, or purchase such subterranean termite repair and re-treatment guarantee, or purchase such insurance, and thereafter demand payment for the cost of same. Notwithstanding the foregoing in the event of an emergency any Owner of a unit may proceed with emergency repairs, without prior notice, and thereafter demand contribution as herein provided.

The cost of any maintenance, repairs, replacements or restorations as required herein, contributions, costs of subterranean termite repair and re-treatment guarantee and insurance, together with interest thereon at the rate of 18% per annum. From the date said obligations are incurred by the Non Delinquent Owner and any other costs incidental thereto, including a reasonable attorney's fee, shall be the personal obligation of the Delinquent Owner. Which personal obligation shall be joint and several in the event one or more persons or entities constitute a Delinquent Owner. The personal obligation of a Delinquent Owner shall not pass to his successors in title unless expressly assumed by them.

The Non-Delinquent Owner shall have a lien against the Lot of the Delinquent Owner for the Delinquent Owner's cost of any maintenance, repairs, replacements or restorations required hereunder. Contributions and cost for the subterranean termite repair and re-treatment guarantee and insurance together with interest thereon at the rate of 18% per annum and any costs incidental thereto and reasonable attorney's fees. Such lien shall attach as of the date a claim of lien is filed in the public records of Duval County, Florida signed by the Non-Delinquent Owner. Such claim of lien shall state the description of the Lot affected thereby, the amount and date when due, such lien shall continue in effect until all sums secured by the lien shall been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens may be foreclosed in the same manner as provided in Chapter 720 Florida Statutes. The Non-Delinquent Owner may also sue to recover a money judgment for all sums secured by the lien securing the same. Such claim of lien shall be subordinated to the lien of any prior recorded mortgage.

In addition, any Owner or the association shall have the right to enforce any of these restrictive covenants. By an action at law for damages or in equity for the purpose of enjoining any violation; provided, however, no action at law or in equity shall be brought against Cypress Hammock Association.

3. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such

use.

4. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall [intentionally or otherwise], they shall contribute to the cost restoration thereof. In proportion to such use, without prejudice and subject to, however' the right to any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

5. Weatherproofing. Notwithstanding any other provisions in these covenants, any owner by his negligent or willful act causes the party wall to be exposed to the elements will bear the whole cost of necessary protection against such elements.

6. Contribution. The right of any owner to contribution from any other any owner under these restrictions shall be appurtenant to the land and shall pass to such owners' successors in title.

7. Arbitration. In the event of any dispute arising concerning a party wall under the provisions of this article, each party shall
Choose one arbitrator. The decision shall be a majority of all the arbitrators.

8. Existence. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said property.

ARTICLE VIII- GENERAL PROVISIONS

1. Architectural Control Committee

A] **Membership:** The Architectural Control Committee shall be composed of three [3] persons appointed by Cypress Hammock Association Board. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

[b] **Procedure:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within thirty [30] days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2. Enforcement. Cypress Hammock Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.

4. **Indemnification.** The owner or owners of all Lots abutting the lake within the Property shall by virtue of having acquired said lots subject to these covenants and restrictions. Be deemed to have assumed all of the obligations and responsibilities of, Cypress Hammock Association as set forth and thereof recorded in Plat Book 42, and pages 2 and 2A, 3 and 3A, pages 62 and 62A, 63 and 63A, of the current public records of Duval County, Florida and property described as Parcel A and B on Exhibit A attached hereto and by this reference made a part hereof, and have agreed to indemnify Cypress Hammock Association harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lake as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees or concessionaires within the property.

5. **Notices and Disclaimers as to Water Bodies.** NEITHER HOMEOWNER(S), THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OF SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE

MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

6. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of Ten [10] years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five [5] years. This declaration may be amended during the first ten [10] year period by an instrument signed by not less than fifty-one [51%] percent of the Lot owners and there after by an instrument signed by not less fifty-one [51%] percent of the Lot owners.

Second Amendment to Declarations of Covenants, Conditions and Restrictions of Cypress Hammock Unit One and Unit Two

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Cypress Hammock Unit One and Cypress Hammock Unit Two, was adopted as of the 23rd day of June, 1992 by the members (as hereinafter defined) of the "Cypress Hammock Association, Inc., a Florida corporation (the "Association").

Witness:

Whereas, pursuant to that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Cypress Hammock Unit One and Cypress Hammock Unit Two, recorded in Official records volume 7007, page 2007, of the public records of Duval County, Florida. Article VIII, section 5 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded at Official Records Book 6177 page 24 of the public records of Duval County, Florida was amended. To provide for in part a reduction in the percentage of lot owners (members) required to approve an amendment in the first twenty year period from 90 percent (90%) to Fifty-one percent (51%).

In witness whereof, the undersigned Board Members of , Cypress Hammock Homeowners Association, Inc., has hereunto set its hand and seal this 18th day of April, 2006.

Signed, Sealed and delivered in the presence of:

Cypress Hammock Board Members:

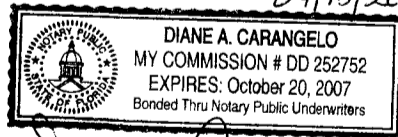
JAMES E. FORD
Print Name: James E. Ford

[Signature]
President

WALTER W. BENTLEY
Print Name: Walter W. Bentley

[Signature]
President Elect

04/18/2006



Diane A. Carangelo