

O.R. 828 PG 1591

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This Instrument Prepared By:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Blvd.
St. Augustine, Florida 32085

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CYPRESS LAKES, PHASE I

THIS DECLARATION, made as of the date hereinafter set forth, by
THE JANSON GROUP, LTD., a Florida Limited Partnership, hereinafter
referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of the following described real
Property, situated, lying and being, in St. Johns County, Florida;
and

WHEREAS, the following described real Property is not subject to
any covenants or restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of
record as to the real Property hereinafter set forth, and to limit
the use of same as set forth hereinafter.

NOW, THEREFORE, Declarant hereby declares that the following
described real Property, situate, lying and being, in St. Johns
County, Florida, to wit:

All the land described and contained in the Plat of
Cypress Lakes, Phase I, according to Plat thereof
recorded in Map Book 22, Pages 1 through 5,
Public Records of St. Johns County, Florida.

and any additional Property made subject to this Declaration shall be
held, sold and conveyed, subject to the following easements, covenants,
conditions and restrictions, all of which are for the purpose of
protecting the value and desirability of, and which, shall be covenants
and restrictions to run with said real Property and binding on all
parties having any right, title or interest in the real Property

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described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I**DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Declarant" shall mean and refer to The Janson Group, Ltd., a Florida limited partnership, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

1.2 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.3 "Golf Course" shall mean the St. Johns County Public Golf Course which abuts the Property.

1.4 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.5 "Property" shall mean and refer to that certain real Property described on page 1 hereof, together with improvements thereon and any additional Property made subject to this Declaration.

ARTICLE II**ARCHITECTURAL CONTROL**

2.1 No buildings, improvements or structures, including docks and bulkheads, fences, mailboxes, walls, walkways, driveways,

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landscaping or exterior lighting or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change be made until all construction and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Review Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Review Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

2.2 The Architectural Review Committee (hereinafter "ARC") shall have the following powers and duties:

(1) To draft and adopt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval, all as it may consider necessary or appropriate.

(2) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the

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proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without the ARC's prior approval of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, the Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement is constructed in compliance with all applicable governmental approvals, rules and regulations.

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(7) The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications. The initial charge for review shall be \$100.00 per dwelling unit which may be increased from time to time at the discretion of the ARC.

ARTICLE III

USE RESTRICTIONS

3.1 No Lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one Lot. No existing or prefabricated dwelling may be moved on any Lot and no log cabins or homes on pilings shall be permitted. All garages, utility rooms, porches and screened-in areas shall be attached and designed in harmony with the dwelling. No residence shall be constructed or placed on any Lot containing less than 1,400 square feet of heated and cooled living area with each such residence having an attached enclosed garage with a minimum of two (2) and a maximum of four (4) cars. Side entry garages are encouraged and garage doors must remain down when not in use. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,400 square footage of heated and cooled living area and not considered a part hereof. No business or commercial buildings or equipment may be erected or kept on any Lot.

3.2 All dwellings shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width at the point where the pavement connects with the street. All driveways shall be constructed of an approved material.

3.3 No structures shall be erected less than twenty (20) feet from the front Lot line, fifteen (15) feet from the rear Lot line or less than eight (8) feet from the boundary of any other Lot of different Ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

3.4 Fences, walls and hedges shall not be built or maintained forward of the front wall of the residence erected on a

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Lot, except for trellises and/or decorative fences included in the architectural design of the house. Such decorative fences shall be allowed to extend no more than fifteen (15) feet in front of the front wall line of the house. Side yard fences on corner Lots may be built on the Property line as limited by the provisions of paragraph 3.19. No chain link, cyclone or similar fences shall be allowed on any Lot and no fences of any type shall be allowed on Lots abutting the golf course. All fences must have prior approval from the ARC as to type, location, size or construction.

3.5 No boats, campers or wheeled vehicles of any kind may be kept or parked on any Lot or driveway unless same are completely inside a garage. Provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a Lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

3.6 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the Property outside of the Lot of the Owner of such pets, unless confined to a leash.

3.7 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of paragraph 3.11 hereof.

3.8 No clotheslines are to be installed on any Lot.

3.9 No Lot or Lots shall be resubdivided.

3.10 No above ground swimming pools are to be placed or installed on any lot.

3.11 No immoral, unlawful, noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance. No vehicle or motor repair work, other than minor emergency repair, shall be performed on any Lot or in the street adjoining any Lot. No hoist

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or other device for lifting vehicles or parts thereof, and no disabled vehicles shall be stored or parked on any Lot or any street adjoining a Lot.

3.12 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a Lot as a residence either temporarily or permanently.

3.13 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining, oil drilling or excavating operations of any kind shall be permitted upon or on any Lot.

3.14 All Lots and all lawns, grounds and landscaping on Lots shall be moved and maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

3.15 No sign of any kind shall be displayed either permanently or temporarily to public view on or from any Lot or from the exterior or interior of a dwelling except one (1) approved sign not exceeding 12" x 18" in size, advertising the Lot or dwelling for sale or for rent which sign shall be suspended from an approved mailbox. No flags, open house signs, arrows or directional signs shall be permitted on any Lot either on a temporary or permanent basis.

3.16 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No such television antennas or satellite dishes may be installed until such screening has been approved by the ARC.

3.17 All mailbox structures shall be uniform, constructed of wood and designed in accordance with specifications promulgated by the ARC. All such structures shall contain a newspaper receptacle and provide for the hanging of a sign. Such structure shall be installed upon issuance of a building permit for a residence on the Lot which it serves.

3.18 No tree of a height and diameter in excess of six (6)

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inches may be removed from a Lot without the approval of the ARC.

3.19 Any wells to be installed and constructed on any portion of the Property shall be approved as to specifications and location by the ARC and shall be installed in strict compliance with any regulations of St. Johns County or the applicable utility company. Any and all wells that supply water to heating and cooling systems and utilize the Florida Aquifer as a supply source shall be fitted with a demand valve. All free flowing artesian wells installed within the Property shall have drainage valves and be maintained in good working order. If at any time governmental regulations prohibit this type of well throughout St. Johns County, the provisions of this section shall be automatically modified to apply such prohibition to future construction.

3.20 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above 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 that at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. No fence, wall, hedge or shrub planting shall be permitted to remain within such distances of the intersection unless it is maintained at sufficient height to prevent obstruction of such sightliness.

3.21 No construction shall occur on any portion of Lots four (4) through sixteen (16) of the property which lies waterward of the wetlands limit line as delineated on plans received by the St. Johns River Water Management District (the "District"), on January 19, 1988. This deed restriction prohibits any construction within such wetland area including excavation, filling, dumping of trash, waste or other unsightly materials, removal or destruction of vegetation, activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or any act detrimental to such retention of land or water areas. This restriction may be enforced by the District.

O.R. 828 PG 1599**ARTICLE IV****EASEMENTS**

4.1 Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and to, a five (5) foot strip of land located parallel to and along all front, rear and side Lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. All of these easements and all easements reserved on the plat of the Property shall be maintained by the Owner of the Lot except those improvements located within easements for which a public authority or utility company is responsible. No owner may place any fill or structures within such easements. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, its successors or assigns, incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

4.2 Each Lot abutting or contiguous to the golf course is hereby made subject to an easement for the ordinary and usual activities associated with the playing of golf, including without limitation, removal of balls, noise of players and normal maintenance.

ARTICLE V
RIGHTS OF DECLARANT

5.1 The Declarant reserves the right from time to time to install street lights within the Property without the consent of any Owner. If street lights are installed Declarant shall pay for the cost of lighting and maintaining such street lights for a period of two (2) years after their installation. Thereafter, the cost of lighting and

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maintaining such street lights shall be paid by a Private or Public Street Lighting District to be established by Declarant or its assigns or by St. Johns County, composed of the Owners of all Lots within the Property. Each Owner of a Lot by accepting a Deed to such Lot does thereby agree and shall be deemed to have agreed for such Owner and his heirs, personal representatives, successors and assigns to become a member of such Street Lighting District and pay his pro-rata share of the cost of lighting and maintaining all street lights installed within the Property.

5.2 The Declarant reserves and shall have the sole right to annex additional land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Owner, or the holder of a mortgage or lien affecting the Property or any other person upon the recording of a supplemental Declaration in the Public Records of St. Johns County, Florida. The Owners of Lots developed on such land shall be subject to all covenants, easements and restriction contained herein in the same manner and with the same effects as the Owners of Lots within the Property described on page 1 hereof.

5.3 For so long as Declarant holds more than one (1) Lot for sale in the ordinary course of business Declarant shall have the right without the consent of any Owner or the holder of any mortgage or lien upon the Property to a) amend this Declaration provided such amendment shall conform to the General purposes and standards of the Covenants and Restrictions contained herein, b) amend this Declaration for the purpose of correcting or clarifying any ambiguity or inconsistency contained herein, c) amend this Declaration to add additional Property as set forth above and d) release any Lot from any part of these Covenants and Restrictions if Declarant determines such violation to be a minor violation.

5.4 Notwithstanding any other provision of this Declaration, the Declarant, for so long as Declarant holds more than one (1) Lot for sale in the ordinary course of business, shall have the right to erect and maintain models, sale offices and signs within the Property.

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ARTICLE VI

GENERAL PROVISIONS

6.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings.

6.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

6.3 Any failure of the Declarant or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

6.4 In addition to the procedure set forth in 5.3 hereof, this Declaration may be amended during the first twenty (20) years after the recording of this Declaration by the recording of an instrument in writing signed by 90% of the Owners and thereafter by an instrument signed by 75% of such Owners.

6.5 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming by, through or under them until December 31, 2019. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners has been recorded agreeing to change said covenants in whole or in part.

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IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 14th day of August, 1989.

Signed, sealed and delivered in the presence of:

Indie R. Frei
Luc R. Spencer

JANSON GROUP, LTD.

BY:

[Signature]
Its: [Signature]

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared Ronald D. Janson as General Partner, of JANSON GROUP, LTD., a Florida limited partnership, known to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same as such general partner for the uses and purposes therein expressed and is the act and deed of said limited partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of August, 1989.

Indie R. Frei
Notary Public, State of Florida
My Commission Expires:



COPY

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CONSENT OF MORTGAGEE

SOUTHEAST BANK, N.A., the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions for CYPRESS LAKES, PHASE I, which mortgage is dated May 16, 1988, and recorded in the Official Records Book 782, Page 1753, of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Covenants and Restrictions for CYPRESS LAKES, PHASE I, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions for CYPRESS LAKES, PHASE I.

DATED this 24th day of July, 1989.

Signed, sealed and delivered
in the presence of:

SOUTHEAST BANK, N.A.

Barbara Daniels
Ray L. Bell

By: [Signature]
Its: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, the undersigned authority personally appeared JAMES C. RODGERS, as VICE PRESIDENT of SOUTHEAST BANK, N.A. known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of July, 1989.

[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1989

COPY

OR BK 3436 PG 1780

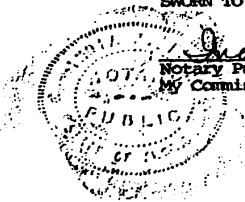
ST. JOHNS COUNTY
STATE OF FLORIDA

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CONSENT OF LOT OWNERS

DAVID BAKER GENERAL CONTRACTOR, INC. and David E. Baker, the owner of Lots 41, 30 and 108, Cypress Lakes, Phase I, hereby agree to the filing of said Declaration of Covenants and Restrictions for Cypress Lakes, Phase I, as covenants running with the land.

DAVID BAKER GENERAL CONTRACTOR, INC.

BY: David E. Baker
DAVID E. BAKERSWORN TO AND SUBSCRIBED BEFORE ME THIS 8th day of August, 1989.

Indie R. Fier
Notary Public - State of Fla. at Large
My Commission expires: 8/20/90

Signed, Sealed and Delivered
in the presence of:

Indie R. Fier
Sam R. Spencer

COPY

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

89 AUG 15 PM 3:56

John "Bill" Mendenhall
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE AND CORRECT COPY AS APPEARS
ON RECORD IN ST. JOHNS COUNTY, FLORIDA
WITNESS MY HAND AND OFFICIAL SEAL
THIS 13 DAY OF MAY 2011
CHERYL STRICKLAND, CLERK

BY: Cheryl Strickland