

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR

CYPRESS CREEK (Single Family Lots)

THIS REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CYPRESS CREEK ("Revived Declaration") is made effective August 28, 2015, by **CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation ("Association"), as follows:

RECITALS

A. Arvida Corporation, a Delaware corporation (the "Developer") has previously executed and recorded the following:

(a) Declaration of Covenants and Restrictions for Cypress Creek (Single Family Lots) recorded in Official Records Book 600, at page 665;

(b) Amendments to Declaration of Covenants and Restrictions for Cypress Creek recorded in Official Records Book 651, at page 1332, Official Records Book 912, at page 1, and Official Records Book 1357, at page 652;

(c) Supplementary Declarations of Covenants and Restrictions for Cypress Creek recorded in Official Records Book 653, at page 1250, Official Records Book 663, at page 1777, Official Records Book 689, at page 752, Official Records Book 724, at page 1219, Official Records Book 727, at page 1090, Official Records Book 825, at page 956, and in Official Records Book 1011, page 525.

All of the foregoing are recorded in the public records of St. Johns County, Florida and are herein together referred to as the "Previous Declaration". The Previous Declaration encumbered the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subdivision" or the "Property").

B. The Covenants and Restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

C. The organizing committee ("Organizing Committee") for the Association, consisting of:

Don Rhoads
3007 Cypress Creek Drive East
Ponte Vedra Beach, Florida 32082
Phone No. (904) 285-0853

Mitch Gardner
3039 Cypress Creek Drive
Ponte Vedra Beach, Florida 32082
Phone No. (904) 233-8210

David Winslow
5207 Pheasant Run Court
Ponte Vedra Beach, Florida 32082
Phone No. (904) 986-4370

does hereby submit this Revived Declaration for revival pursuant to Section 720.403, Florida Statutes.

D. This Revived Declaration governs only lots that were originally encumbered by Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise permitted by Section 720.404 (3), Florida Statutes.

E. The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of each parcel owner under the Previous Declaration. The proportional assessment obligation of each parcel owner under this Revived Declaration is the same as the proportional assessment obligation of each parcel owner under the Previous Declaration.

F. A majority of the affected parcel owners have agreed in writing to approve this Revived Declaration.

NOW THEREFORE, this Revived Declaration is hereby made effective as set forth below by the Association and shall be applicable to each lot or other parcel located within the Subdivision, and shall be binding upon all present and future owners of lots or other parcels located within the Subdivision, and upon all persons claiming by, through, or under such owners, as follows:

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

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

ARTICLE II

DEFINITIONS

Section 2.1 Association. The Cypress Creek Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits C and D, respectively.

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

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

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

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

Section 2.6 Improved Lot. Any Lot upon which improvements have been completed as evidenced by issuance of a certificate of occupancy or equivalent authorization issued by St. Johns County.

Section 2.7 Unimproved Lot. Any Lot which is not an Improved Lot.

Section 2.8 Owner. A person who is a record owner of a Lot.

Section 2.9 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the Owners. The Common Property shall specifically include Tracts A, B and C as shown on the plat of Players Club Unit Two ("Tract A, Tract B and Tract C, respectively") in addition, the Common Property shall specifically include the tract of land at the entrance to Players Club Unit Two being bounded as follows; on the south by the northerly boundary line of Tract A; on the west by the easterly boundary line of TPC Boulevard; on the east by the westerly boundary line of Tract C; and on the north by the extension of the northerly boundary line of Tract C; unless a lake connected to the Players Club lake system is constructed on such tract in which case the waters of the lake and the lake bottom shall be Players Club Common Property and the shoreline of such lake and the remainder of the tract shall be Common Property.

Section 2.10 Limited Common Area. The Limited Common Area of a Lot shall consist of the portions of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), and between the rear Lot line and the nearest shoreline of any lake contiguous to or within twenty feet of the Lot, within the area bounded by

the extension of the side Lot lines, together with any portion of the Common Property contiguous to the Lot which, as a result of the natural configuration of the Property is primarily of benefit to such Lot and which is designated by the Developer as Limited Common Area. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

Section 2.11 Players Club Covenants. The Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 498, pages 508 through 545, of the Public Records of St. Johns County, Florida.

Section 2.12 Players Club Association. The Sawgrass Players Club Association, Inc., a Florida non-profit corporation, its successors and assigns.

ARTICLE III **ADDITIONS, DELETIONS, PLATTING**

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to property then subject to this Declaration (for purposes of this section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be platted as single family residential lots when the property is made subject to this Declaration (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

ARTICLE IV **PROPERTY RIGHTS**

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. Every member of the Association shall have a right of use and an easement of enjoyment in and

to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

Section 4.2 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

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

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

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

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

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

ARTICLE V **THE ASSOCIATION**

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

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

ARTICLE VI **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Subdivision, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments

for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot(s) owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

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

Section 6.3 Rate of Assessment. Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive. The first annual assessment for the subdivision shall not exceed \$21 per month per Improved Lot. Thereafter, the annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15 unless approved by a vote of two-thirds (2/3) of the members of the Board.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Developer's Assessments. Notwithstanding any provisions of these covenants to the contrary, Improved or Unimproved Lots owned by the Developer and held for sale or lease shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments.

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

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. The payment schedule and due date of any assessment shall be fixed in the resolution authorizing such assessments.

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

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

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is

obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Owner or Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. Nothing contained in this Revived Declaration shall relieve any Owner or other party from the obligation to pay assessments and other charges due to the Association as provided in Section 720.3085, Florida Statutes, as the same may be amended from time to time.

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

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Property.
- (c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

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

ARTICLE VII

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

Section 7.1 Exterior Maintenance. The Association may Provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, and yard cleanup and/or maintenance. The Lot Owner shall have five days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 7.2 Assessment of Costs. The cost of such exterior maintenance shall be assessed against the property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the properties involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 6.12 of Article VI above.

Section 7.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 7.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner may use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area other than a driveway as provided under Section 3.1.5 of this Declaration.

ARTICLE VIII

ARCHITECTURAL CONTROL OF SUBDIVISION AND ARCHITECTURAL REVIEW BOARD

Section 8.1 Necessity of Architectural Review and Approval. Except for the initial construction of improvements upon the Lots, if any, by Developer no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association (and by the Players Club Association in accordance with its Bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit E,

as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 8.2 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in the Subdivision or undeveloped property contiguous to the Subdivision that Developer has committed to bring within the scheme of development of this Declaration in accordance with the provisions of Article III hereof. Members of the ARB not appointed by Developer shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect and building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

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

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

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

require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

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

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

Section 8.4 Players Club Association Architectural Control. In addition to the architectural and landscaping control requirements established by this Declaration, each Lot is subject to the architectural control of the Players Club Association as provided in the Players Club Covenants. It shall be each Owners responsibility to apply to and receive approval from the Players Club Association prior to construction of any improvements or alteration within the Subdivision. Any architectural review conducted by the Association is subject to review by the Players Club Association Architectural Review Board ("PCAARB"). The decision of the PCAARB shall be final and supersede any decision of the Association or ARB.

Section 8.5 Compensation of ARB. Members of the ARB shall serve without compensation so long as the Developer retains the right to appoint the members of the ARB. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the ARB, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

Section 8.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, Association, Players Club Association, ARB, or PCAARB contemplated under this Article, neither the Developer, the Players Club Association, PCAARB, ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Players Club Association, PCAARB, Association or the ARB.

ARTICLE IX
OTHER HOMEOWNERS ASSOCIATIONS AND RESTRICTIONS

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

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

Section 9.3 Responsibilities of this Association. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and under any other documents relevant to the Property, the Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association shall be reimbursed by the Association.

ARTICLE X
USE RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes and options solely within the subdivision. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, *a. Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any lot shall not reduce the total assessments attributable to the lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this

Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted lot according to recorded plats of the Subdivision unless the ARB gives its prior written consent. The total ground area to be occupied by single family residences to be constructed within the subdivision shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel, upon which such residences is located.

Section 10.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by Developer.

Section 10.3 Antenna. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building within the Property. Antennas, if any, shall be built into the attic space of the home.

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

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

Section 10.6 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

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

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

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

Section 10.8 Landscaping. An initial basic landscaping plan for each Lot, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by

the ARB at the time of construction of a home on such Lot. All landscaping plans submitted to the ARB for approval shall be prepared and certified by a registered landscape architect licensed under the laws of the State of Florida. The Owner of such Lot shall be required to expend a minimum of Fifteen Hundred Dollars (\$1,500.00) in landscaping upon such Lot, said amount to be based upon the value given by a nursery, exclusive of sodding, fill, grading, mulch, irrigation and design fees. Sodding will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

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

Section 10.10 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ABB.

Section 10.12 Living Area. Each detached single family residence constructed upon a Lot or building parcel within the Property shall contain a minimum of sixteen hundred (1,600) square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios. Each detached single family residence must have a rear patio slab of minimum depth of eight (8) feet. The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residence is located.

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

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

Section 10.15 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VII hereof.

Prior to commencement of construction upon any lot, the subsurface of the driveway shall be installed and any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway subsurface and shall not park on any roadway or on any property other than the lot on which construction is proceeding.

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

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

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

Section 10.16 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

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

Section 10.18 Fences. No fence, wall or other barrier shall be constructed at the rear of any lot unless an exception is granted by the ARB. Fences elsewhere are discouraged and

subject to approval by the ARB as provided in Section 11 of the Architectural Criteria attached as Exhibit C.

Section 10.19 Lakes; Maintenance Easement. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the Subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such lakes shall require the written consent of the Developer and the Players Club Association. The Developer and the Players Club Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Players Club Association or architectural control committee thereof. No gas or diesel driven boat shall be permitted to be operated on any lakes. Lots adjacent to a lake (the "Lake Lots") shall be maintained by the Owners of such lots and any Common Property embankments shall be maintained by the Association so that grass, planting or other lateral support to prevent erosion of the embankment of the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Players Club Association or architectural control committee thereof. The area, if any, between the rear Lot line of any Lake Lot and the water's edge of any lake shall also be maintained by the Owner of said Lake Lot as if said area were a portion of the Lot owned and shall be landscaped and/or sodded by said Owner. If the Owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Players Club Association or its agent or representative shall have the right, but no obligation, to enter upon any such Lake Lot or area to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Subdivision or adjacent thereto, subject to the right of Developer or the Players Club Association to adopt reasonable rules and regulations from time to time in connection with use of the lakes by Owners and Members of the Players Club Association. The Players Club Association or the Developer shall have the right to deny such use to any person who in the opinion of Developer, or in the opinion of the Players Club Association may create or participate in the disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Players Club Association, as may be designated by Developer or the Players Club Association from time to time.

ARTICLE XI

UTILITY PROVISIONS

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

Section 11.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or onto any marsh, lake, pond, park, reverse, drainage ditch or canal or Roadway and no septic tank or drain field shall be placed or allowed within the Property.

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

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

ARTICLE XII

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

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

Section 12.2 Golf Easement. Developer reserves for itself, its successors, assigns and designees an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

Section 12.3 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area on the recorded plat of the Property and on, in and over a strip of land ten (10) feet in width at the side, front and rear Lot line of any Lot, provided if Lots are side to side or back to back then such easement shall be upon five (5) feet at the side or back of each such Lot for a total of ten (10) feet.

Section 12.4 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Association may, but shall not be required to, cut

drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 12.5 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. The easements granted by Developer shall not materially or adversely affect any improvements.

Section 12.6 Cables. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation and maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 12.7 Easements for Maintenance Purposes. The Developer reserves for itself, the Association, and the Players Club Association, their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, the Association or the Players Club Association.

Section 12.8 Sidewalks. Developer reserves for itself, the Players Club Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon Tracts A, B and C as shown on the plat of Players Club Unit Two for construction and installation of, and ingress and egress upon paths and sidewalks located thereon.

Section 12.9 Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any lot line or easement area, Developer reserves for itself the right to release the Lot from the restriction which it is violated and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent lots and the overall appearance of the Property.

ARTICLE XIII **RIGHTS GRANTED BY DEVELOPER**

Section 13.1 Players Club Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or

the Players Club Association to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or the Players Club Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Parcel A of the plat of Water Oak, recorded in Map Book 14, pages 51-54, and across Parcel A of the plat of Oak Bridge Roadways, recorded in Map. Book 15, Pages 42-44, of the public records of St. Johns County, Florida, subject, however, to the terms and conditions of the Declaration of Covenants for the Players Club at Sawgrass.

Section 13.2 Subdivision Roadways. The subdivision roadways and right-of-ways, designated on the recorded plat of Players Club Unit Two as Tract A shall constitute part of the Common Property. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer or the Association, to serve the Property and such other persons as Developer or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the Subdivision roadway, subject to matters referenced in Article IV hereof.

Section 13.3 Sidewalks. Each Owner shall have the right to the use and benefit of the paths and sidewalks located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. Each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance and use of sidewalks.

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

ARTICLE XIV

GENERAL PROVISIONS

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

restriction herein contained shall give the developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or inequity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expense of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

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

Section 14.3 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Owners of two thirds of the Lots, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent of joinder of any party.

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

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

Section 14.7 Potential Conflicts with Chapter 720, Florida Statutes. In the event of any conflict or any ambiguity between the terms of this Revived Declaration and the provisions of Chapter 720, Florida Statutes (or any law of similar import), as the same may be amended from time to time (together "Chapter 720"), the provisions of Chapter 720 shall control.

Section 14.8 Exhibits. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by legal and graphic descriptions described on Exhibit A attached hereto and made a part hereof. The name of each parcel owner and the description of each parcel subject to this Revived Declaration is set forth on Exhibit B attached hereto and made a part hereof. A true and correct copy of the Association's Articles of Incorporation is attached hereto as Exhibit C, which is hereby made a part hereof, and a true and correct copy of the Association's Bylaws is attached hereto as Exhibit D, which is hereby made a

part hereof. In accordance with Section 720.407, Florida Statutes, a true and correct copy of the letter of approval of this Revived Declaration from the Department of Economic Opportunity, State of Florida, is attached hereto as Exhibit F, which is hereby made a part hereof.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Revived Declaration has been duly executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

**CYPRESS CREEK HOMEOWNERS
ASSOCIATION, INC.,** a Florida
non-profit corporation

Bethanne McGraw
Name Printed: Bethanne McGraw

By: Bruce A. Barber
Name Printed: Bruce A. Barber
Title: President CXC

Elizabeth Leibowitz
Name Printed: ELIZABETH LEIBOWITZ

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 28 day of August, 2015, by Bruce A. Barber as President of Cypress Creek Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation.

Cathy Rose Cox
Notary Public, State of Florida at Large
Print Name: Cathy Rose Cox
Commission # FF159820
My Commission Expires: Sep 15, 2018
He/she is: [check one];
Personally known ☒
OR Produced I.D. ☐
Type of Identification Produced _____

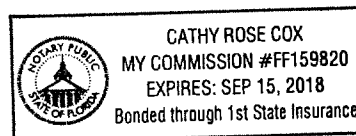


EXHIBIT A

LEGAL DESCRIPTION

Players Club Unit Two, as described on the plat recorded in Map Book 15, pages 63 through 66 of the public records of St. Johns County, Florida.

Players Club Unit Three, as described on the plat thereof recorded in Map Book 16, pages 1 through 3 of the public records of St. Johns County, Florida.

Players Club Unit Four, as described on the plat recorded in Map Book 17, pages 53 through 56 of the public records of St. Johns County, Florida.

Players Club Unit Five, as described on the plat recorded in Map Book 17, pages 57 through 60 of the public records of St. Johns County, Florida.

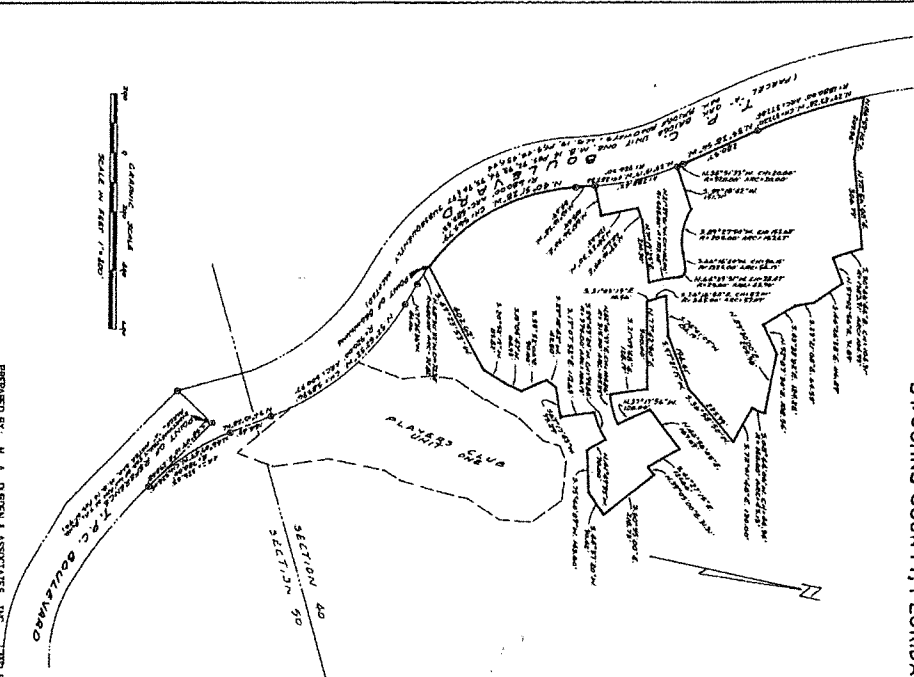
Together with the real property described by the Supplementary Declaration of Covenants and Restrictions for Cypress Creek recorded in Official Records Book 825, at page 956, and the real property described by the Supplementary Declaration of Covenants and Restrictions for Cypress Creek (Additional Common Property) recorded in Official Records Book 1011, at page 525, both of the public records of St. Johns County, Florida.

Note: Graphic descriptions of the parcels subject to this Revised Declaration appear on the following pages.

PREPARED BY: H. A. GURDEN & ASSOCIATES, INC. - LAND SURVEYORS - 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA

PLAYERS CLUB UNIT TWO ST. JOHNS COUNTY, FLORIDA

Map Book **64**
SHEET 2 OF 4 SHEETS



CERTIFICATE OF APPROVAL
THE ST. JOHNS COUNTY ZONING OFFICIAL, HEREBY APPROVES THIS
FINAL PLAT OF LOTS, SUBDIVISION, ON THIS 24th DAY OF
A.D. 1983.

BY: *[Signature]*
ST. JOHNS COUNTY ZONING OFFICIAL

CERTIFICATE OF APPROVAL
THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES THIS
FINAL PLAT OF PLAYERS CLUB UNIT TWO ON THIS 24th DAY OF
A.D. 1983.

BY: *[Signature]*
ST. JOHNS COUNTY PLANNING OFFICIAL

CERTIFICATE OF APPROVAL
THIS IS A COUNTY THAT THIS PLAT OF PLAYERS CLUB UNIT TWO
HAS BEEN DATED AND APPROVED BY THE ST. JOHNS COUNTY
ATTORNEY ON THIS 24th DAY OF A.D. 1983.

BY: *[Signature]*
COUNTY ATTORNEY

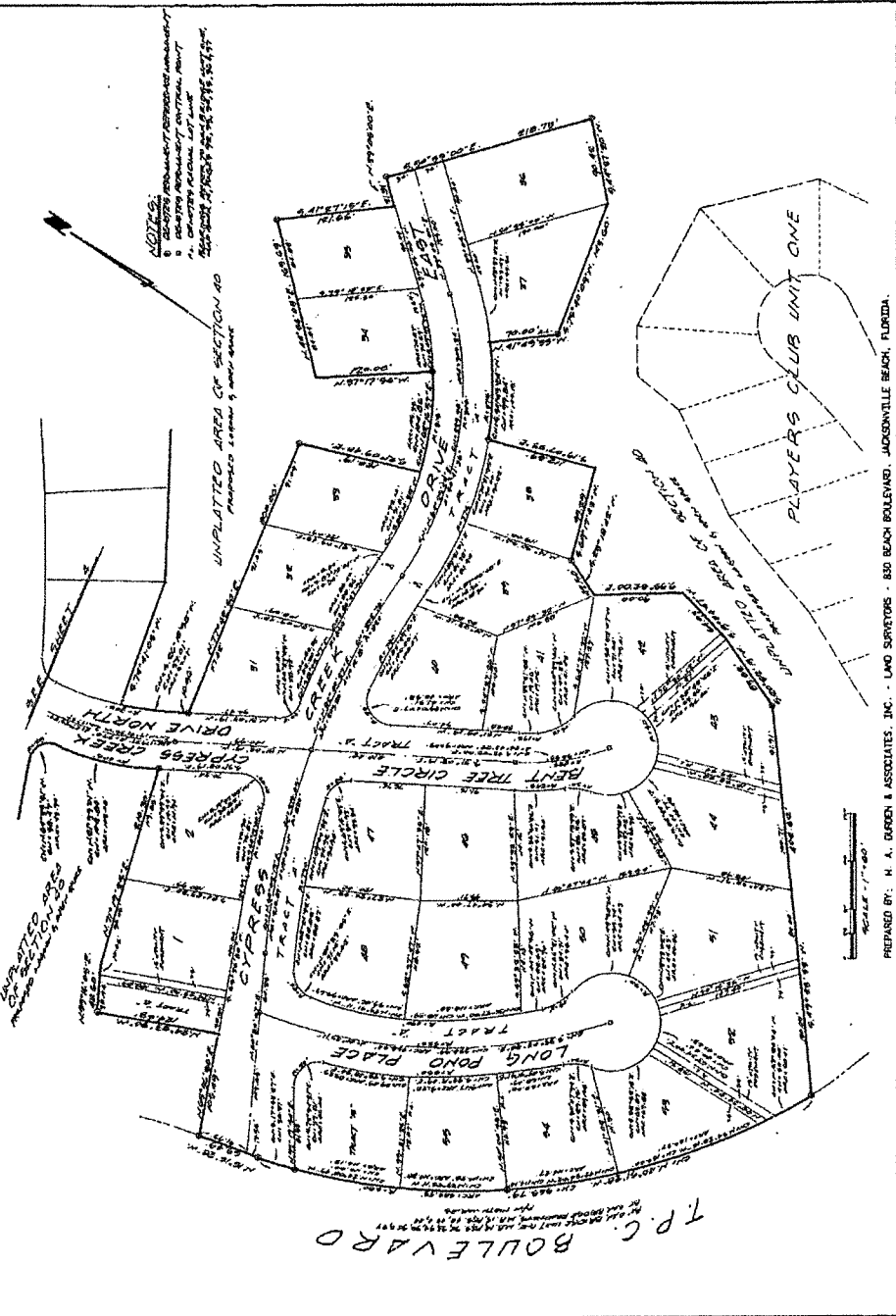
CERTIFICATE OF SURVEY
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CORPORA-
TION OF FLORIDA AND AS SUCH DOES HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT
REPRESENTATION OF THE LANDS AS SURVEYED AND AS SET FORTH BY THE FLORIDA
THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF FLORIDA STATUTES; AND THAT THE
AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT
PERMANENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 117.

H. A. DORR & ASSOCIATES, INC.
JACKSONVILLE, FLORIDA

SUBDIVISION 1244 of 1244
BY: *[Signature]*
REGISTERED LAND
SURVEYOR NO. 1874, STATE OF FLORIDA

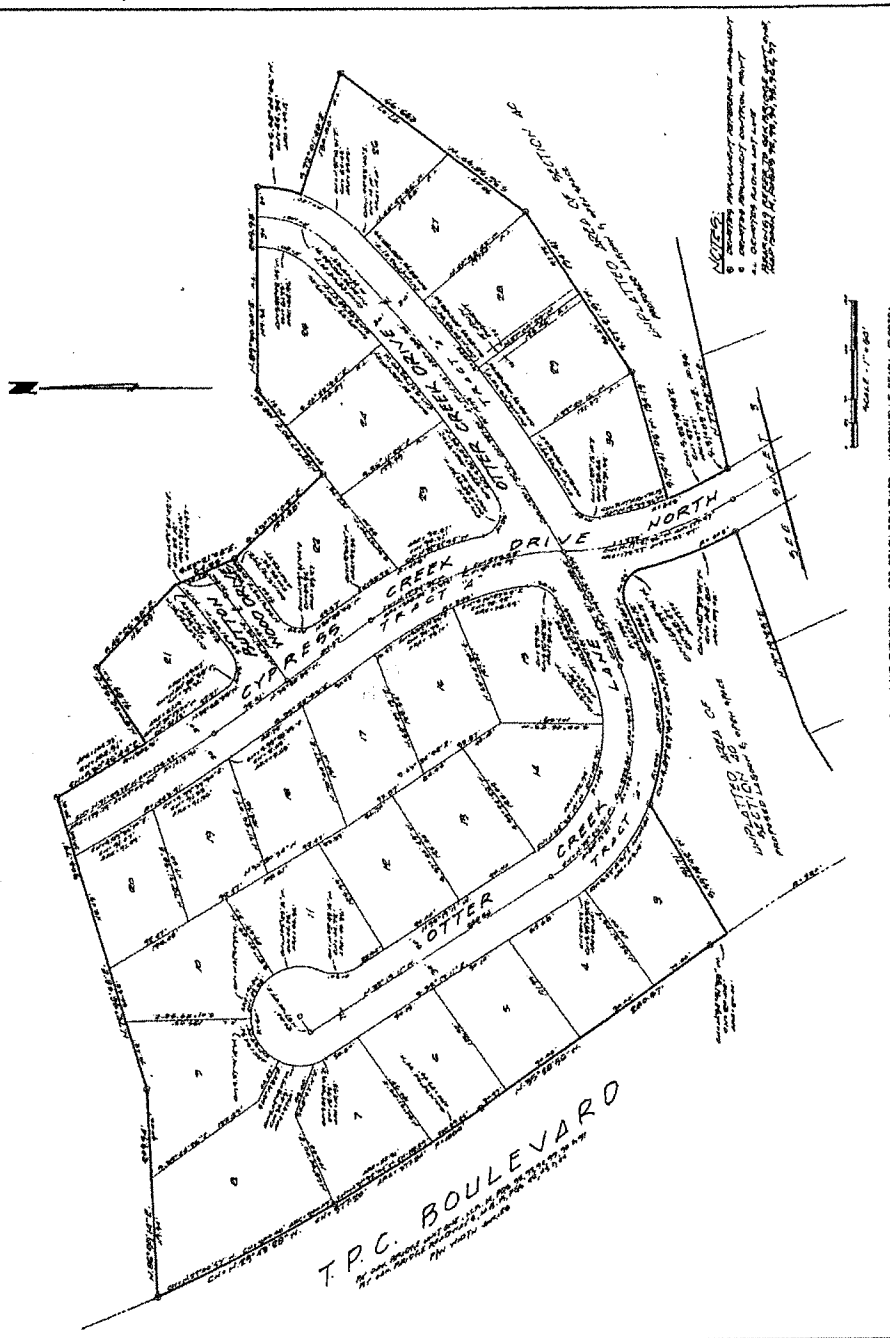


PLAYERS CLUB UNIT TWO ST. JOHNS COUNTY, FLORIDA



MAP BOOK PAGE 66
SHEET 4 OF 4 SHEETS

ST. JOHNS COUNTY, FLORIDA



MAP BOOK 16 PAGE 1
SHEET 1 OF 4 SHEETS

Sheet 1 of 4 sheets

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation, this 25th day of December, 1943.

ARROYO CORPORATION.

Carrie W. Smith John C. Felton
WITNESS WITNESS

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF December, A.D., 1963 BY JOHN C. WELLMERTON, AS VICE PRESIDENT OF ARVIDA CORPORATION, A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA ON BEHALF OF THE CORPORATION.

THIS IS TO CERTIFY THAT THIS PLAT OF PLAYERS CLUB UNIT THREE WAS APPROVED AND ACCEPTED BY THE BOARD OF COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS DAY OF ~~APRIL~~ APRIL, A.D., 1983. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

BY: Charles S. S.
CHAIRMAN, ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 20th DAY OF MAY, 1988. A.D. 1988

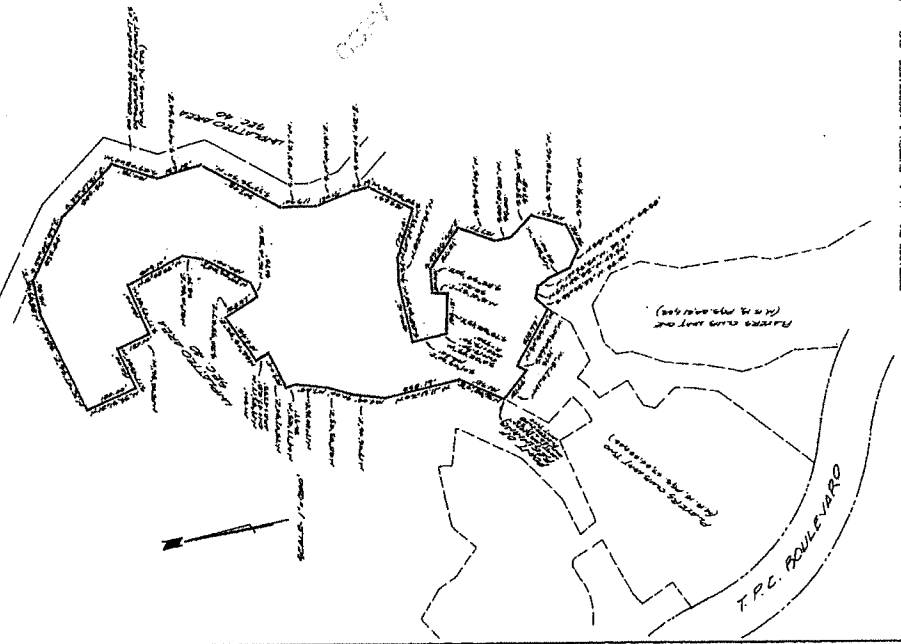
BY: Carol A. Marshall
CLERK OF THE CIRCUIT COURT
IN AND FOR ST. JOHNS COUNTY,

COUNTY,

PREPARED BY: H. A. PIERCE & ASSOCIATES, INC. - LAND SURVEYORS - 1330 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA

PLAYERS CLUB UNIT THREE

ST. JOHNS COUNTY, FLORIDA



CERTIFICATE OF SURVEY
 THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED SURVEYOR AND HAS PERSONALLY AND DIRECTLY SUPERVISED THE SURVEY AND AS SUCH DOES HEREBY CERTIFY THAT THIS PLAN AND DIRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE FLORIDA STATUTES AND THAT THE SURVEY DATA COMPLETES AND FULFILLS ALL THE REQUIREMENTS OF CHAPTER 117, FLORIDA STATUTES AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 117.

H. A. DUGEN & ASSOCIATES, INC.
 830 BEACH BOULEVARD
 JACKSONVILLE BEACH, FLORIDA

SIGNED THIS 22ND DAY OF
 January A.D., 1983.

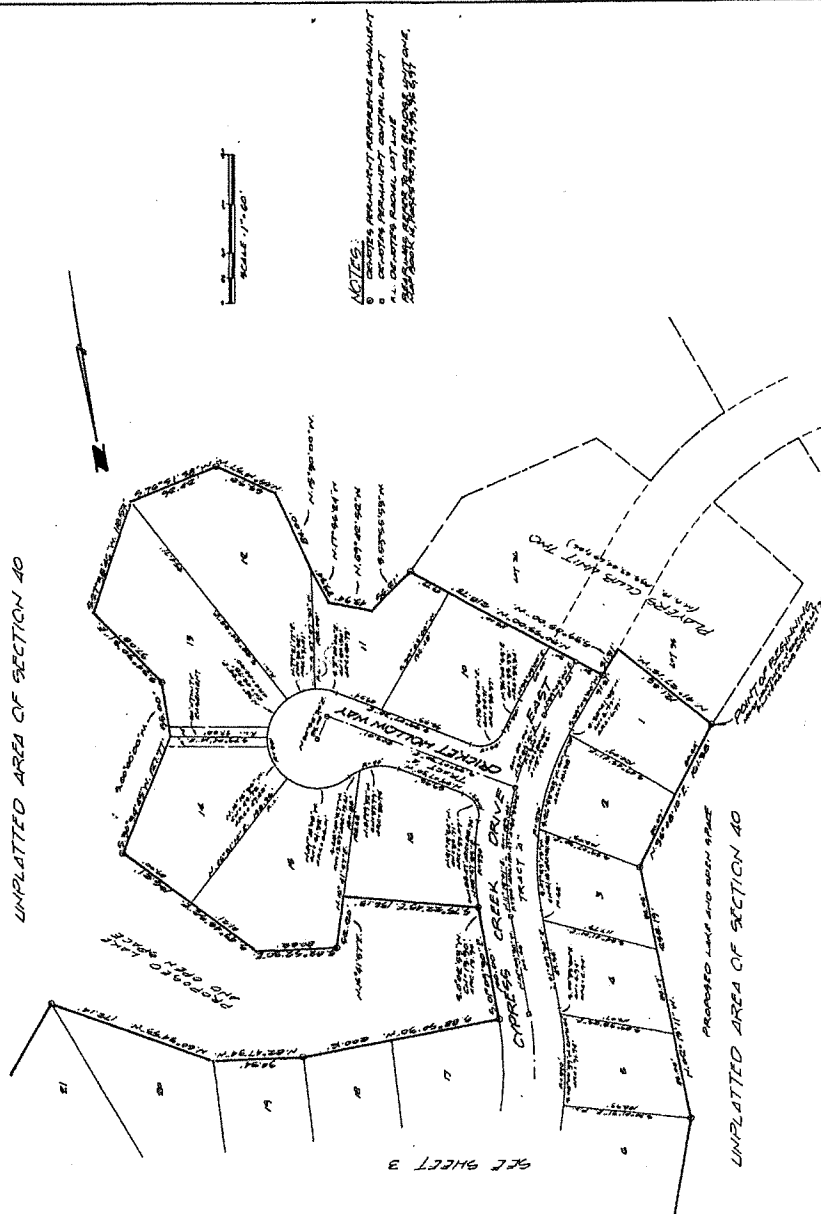
BY: *[Signature]*
 H. A. DUGEN, REGISTERED
 LAND SURVEYOR NO. 2674, STATE
 OF FLORIDA

PREPARED BY: H. A. DUGEN & ASSOCIATES, INC. - LAND SURVEYORS - 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA

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feet

MAP BOOK 16 PAGE 4
SHEET 1 OF 4 SHEETS

ST. JOHNS COUNTY, FLORIDA



PREPARED BY: H. A. DUDSON & ASSOCIATES, INC. - LAND SURVEYORS - 630 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA

[illegible]

ASVITA CORPORATION

John C. Velington
JOHN C. VELINGTON
VICE PRESIDENT

Walter J. Dwyer
WALTER J. DWYER
WITNESS

Sheldon S. Seldin
SHELDON S. SELDIN
WITNESS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Walter L. Gardner
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: May 15, 1987

THIS IS TO CERTIFY THAT THIS PLAN OF PLAYERS CLUB
LIMITED HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF
COUNTY COMMISSIONERS OF ST. JAMES COUNTY, FLORIDA THIS
22ND DAY OF January A.D. 1984. THIS ACCEPTANCE
SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR
MAINTENANCE BY ST. JAMES COUNTY OF ANY PART OF SAID
SUBDIVISION.

BY: Charles R. Brown
CHAIRMAN, ST. JOHN COUNTY
BOARD OF COMMISSIONERS

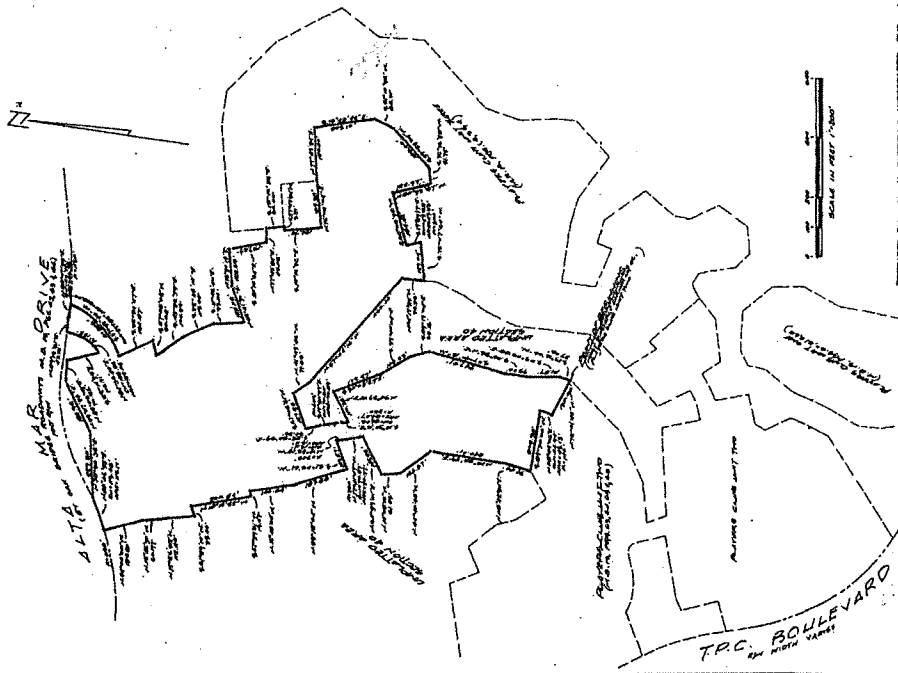
1. I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 21ST DAY OF March A.D. 1966.

87: *Paul B. Marshall*
CLERK OF THE CIRCUIT COURT
IN AND FOR ST. JOHNS COUNTY,
G. A. RAYNES

[illegible]

MAP BOOK 17 PAGE 54

ST JOHNS COUNTY, FLORIDA



THIS IS TO CERTIFY THAT THE ABOVEDESCRIBED IS A GENUINELY LICENSED AND REGISTERED LAWYER IN AND OF THE STATE OF FLORIDA AND AS SUCH DOES HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE PUBLIC RECORDS OF THE STATE OF FLORIDA. THAT THIS SINGER HAS THE NECESSARY TECHNICAL SKILLS AS SET FORTH IN THE FLORIDA BOARD OF PROFESSIONAL STANDARDS AS SET FORTH IN THE FLORIDA BOARD OF PROFESSIONAL STANDARDS, SECTION 472 OF FLORIDA STATUTES, AND THAT THE SINGER HAS BEEN LICENSED AND REGISTERED AS A LAWYER IN AND OF THE STATE OF FLORIDA. FURTHER CERTIFIED THAT PERMANENT REFERENCE NUMBERS HAVE BEEN SET AND THAT PERMANENT CONTROL PLATS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 177.

SIGNED THIS DAY 22 of December A.D., 1964.

H. A. DUGEN & ASSOCIATES, INC.
830 BEACH BOULEVARD
JACKSONVILLE BEACH, FLORIDA

BY: *[Signature]*
H. BRUCE DUNN, REGISTERED
LAND SURVEYOR No. 1674,
STATE OF FLORIDA

CERTIFICATE OF APPROVAL
ZONING DEPARTMENT

Sgt. Melvin Anderson
ST. JOHN COUNTY ZONE OFFICE

CERTIFICATE OF APPROVAL
PLANNING DEPARTMENT

BY: Robert J. Thompson
JOHN COUNTRY PLANNING OFFICIAL

CERTIFICATE OF APPROVAL
COUNTY AUGUST-20

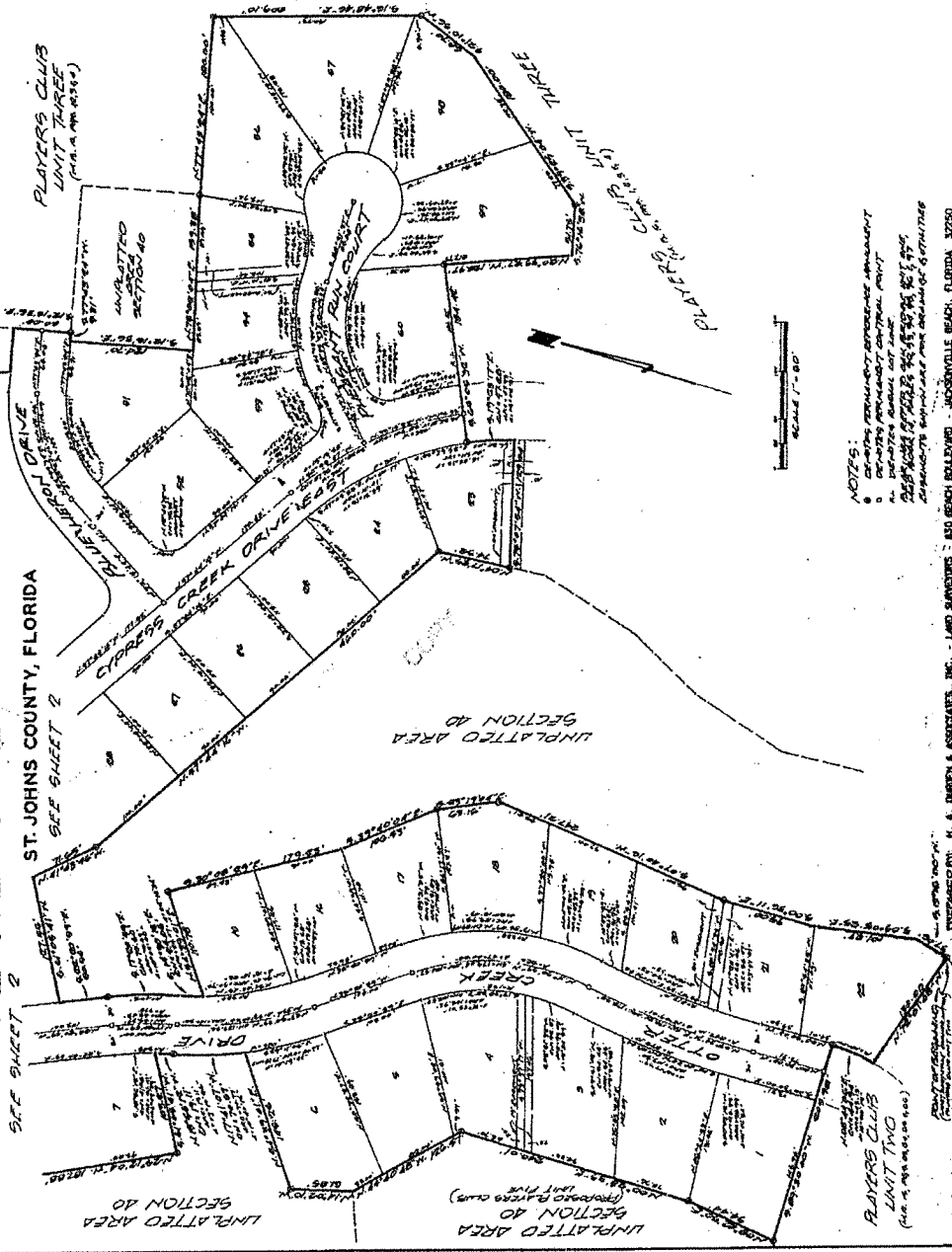
BY: John J. Macos
COUNTY ATTORNEY.

PREPARED BY: H. A. DUDEN & ASSOCIATES, INC - LAND SURVEYORS - 630 BEACH BOULEVARD - JACKSONVILLE BEACH, FLORIDA 32250

PLAYERS CLUB UNIT FOUR

ST. JOHNS COUNTY, FLORIDA
SEE SHEET 2

PLAYERS CLUB
UNIT THREE
(SEE SHEET 1)

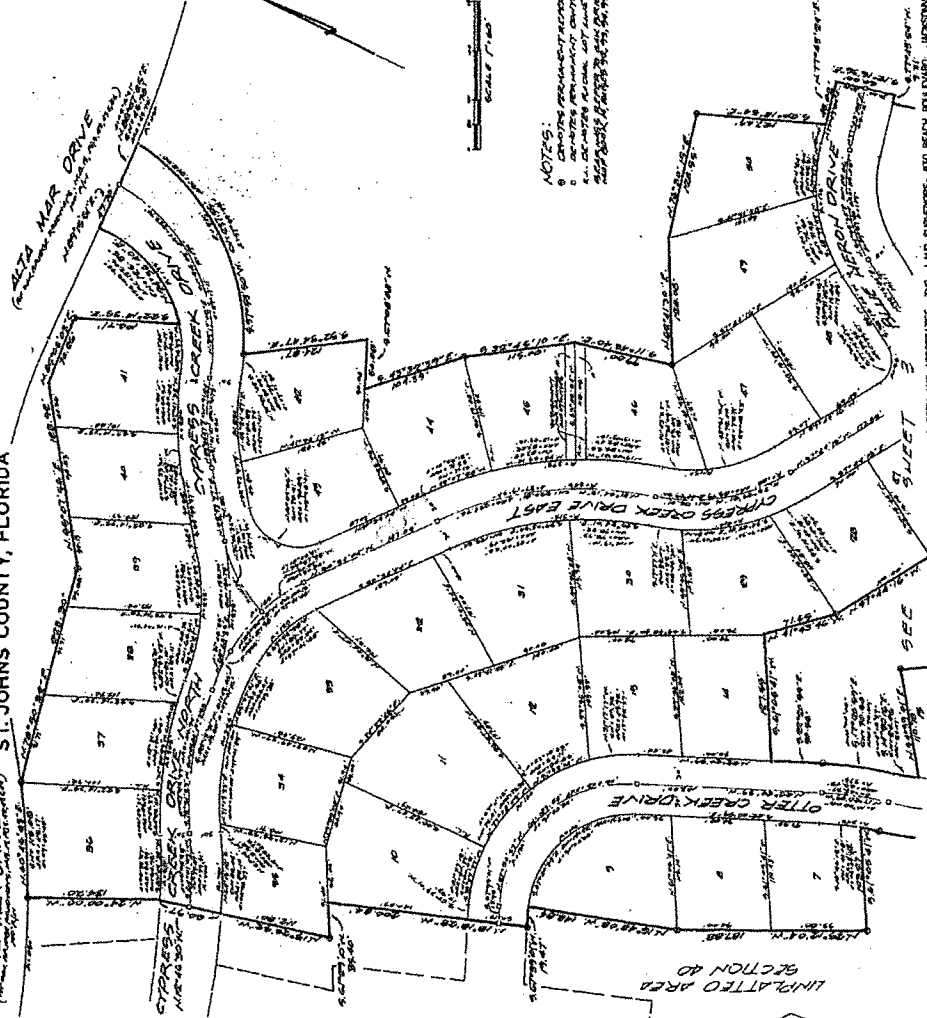


NOTES:
1. ALL LOTS ARE SUBJECT TO EASEMENTS AND ENCUMBRANCES.
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PREPARED BY: M. A. DUNN & ASSOCIATES, INC. - LAND SURVEYORS - 835 GENESEE BLVD., JACKSONVILLE, FLORIDA 32202

PLAYERS CLUB UNIT FOUR

ST. JOHN'S COUNTY, FLORIDA



NOTES:
1. ALL LOTS ARE TO BE CONVEYED BY DEED.
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PREPARED BY: H. A. DIXON AND ASSOCIATES, INC. LAND SURVEYORS, 830 BEACH BLVD., JACKSONVILLE, FLORIDA 32209

[illegible]

Heidi L. Radden
WITNESS

THE FOREGOING ADOPTION AND DECLARATION WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF June A.D. 1984 BY: JOHN C. YELVERTON, AS VICE PRESIDENT OF ARVINA CORPORATION, A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA ON BEHALF OF THE CORPORATION.

Verdine E. Barber
NOTARY PUBLIC STATE OF FLORIDA

CERTIFICATE OF APPROVAL
JUL 2 1962
BOARD OF COUNTY COMMISSIONERS

BY: Charles Bess
CHAIRMAN, ST. JOHNS COUNTY

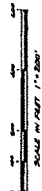
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND THAT IT COMPLES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN THE PUBLIC RECORDS OF ST.

BY: Carol R. Mendenhall
CLERK OF THE CIRCUIT COURT
IN AND FOR ST. JOHNS COUNTY,
FLORIDA

1

MAP BOOK 17 PAGE 58

QUESTIONS & ANSWERS



THE ST. JOHNS COUNTY ZONING OFFICIAL HEREBY APPROVES
THIS FINAL PLAT OF PLAYERS CLUB UNIT FIVE, ON THIS
DAY OF MAY A.D. 1984.

Alvin Roberts
ST. JOHNS COUNTY ZONING OFFICIAL

THE ST. JAMES COUNTY PLANNING DEPARTMENT HEREBY APPROVES
THIS FINAL PLAY OF PLAYERS CLUB UNIT FIVE ON THIS 24th
DAY OF Feb. A.D., 1984.

Robert J. Thompson
SR. JOHNS COUNTY PLANNING OFFICIAL

THIS IS TO CERTIFY THAT THIS PLAY OF PLAYERS CLUB UNIT FIVE
HAS BEEN EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY ATTORNEY
ON THIS 5226 DAY OF March A.D., 1986.

James J. Jones
COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED AND REGISTERED LAND SURVEYOR IN AND BY THE STATE OF FLORIDA AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THE SAME ARE CORRECTLY LOCATED AND IDENTIFIED BY THE SURVEYABLE DIRECTION AND SUPERVISING; THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO THE ACTS OF THE FLORIDA LEGISLATURE, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO THE ACTS OF THE FLORIDA LEGISLATURE AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AT THE CORNERS OF THE LANDS SURVEYED AND THAT THE MONUMENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO THE ACTS OF THE FLORIDA LEGISLATURE.

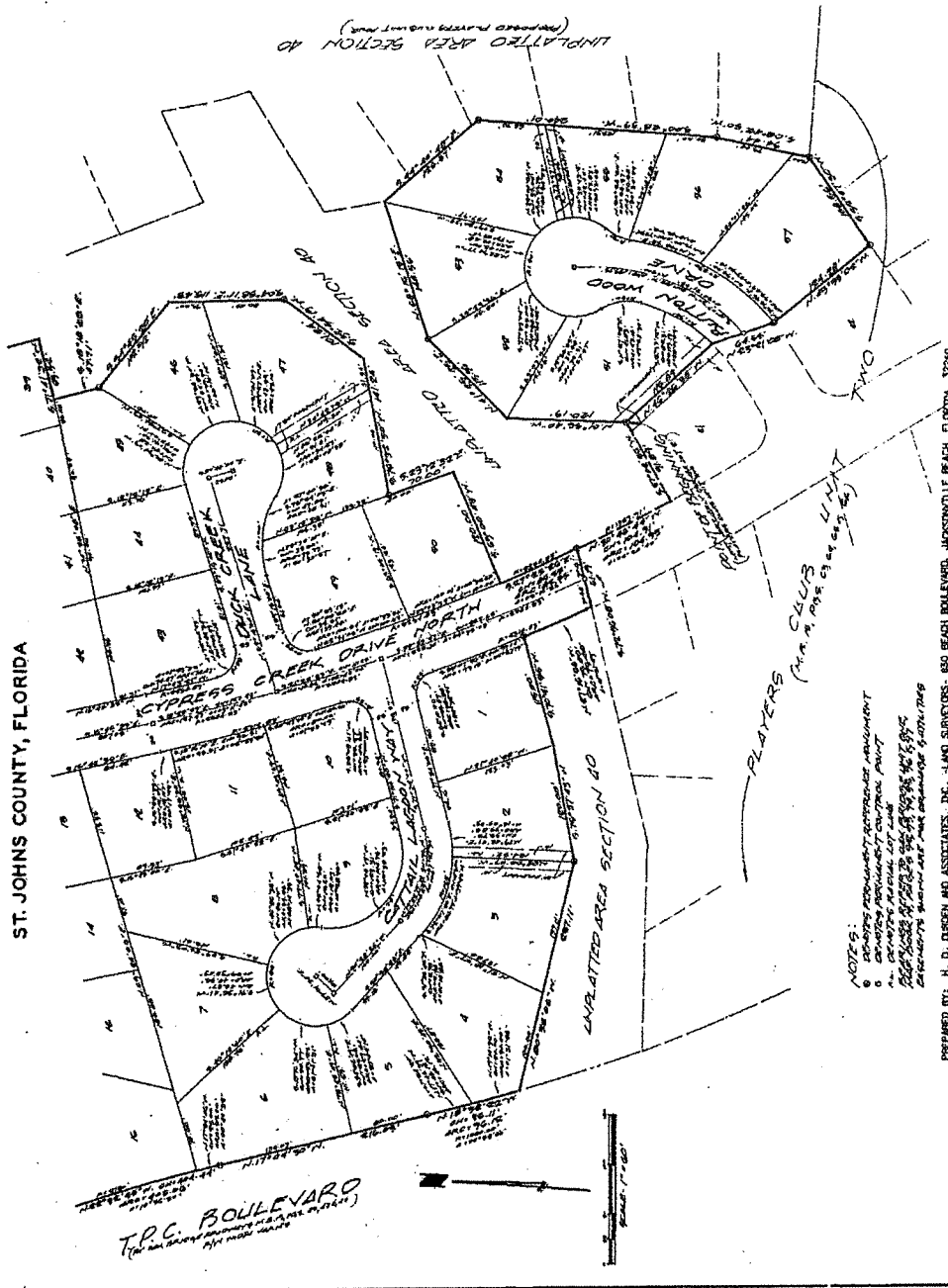
H. A. DURDEN AND ASSOCIATES, INC.
830 BEACH BOULEVARD
JACKSONVILLE BEACH, FLORIDA

BY: *H. Bruce Duron*
H. BRUCE DURON, REGISTERED
LAND SURVEYOR NO. 1674, STATE
OF FLORIDA.



PREPARED BY: H. A. DUDEN AND ASSOCIATES, INC. - LAND SURVEYORS - 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA 32250

PLAYERS CLUB UNIT FIVE ST. JOHNS COUNTY, FLORIDA



NOTES:
1. EXISTING ROADWAY IMPROVEMENT
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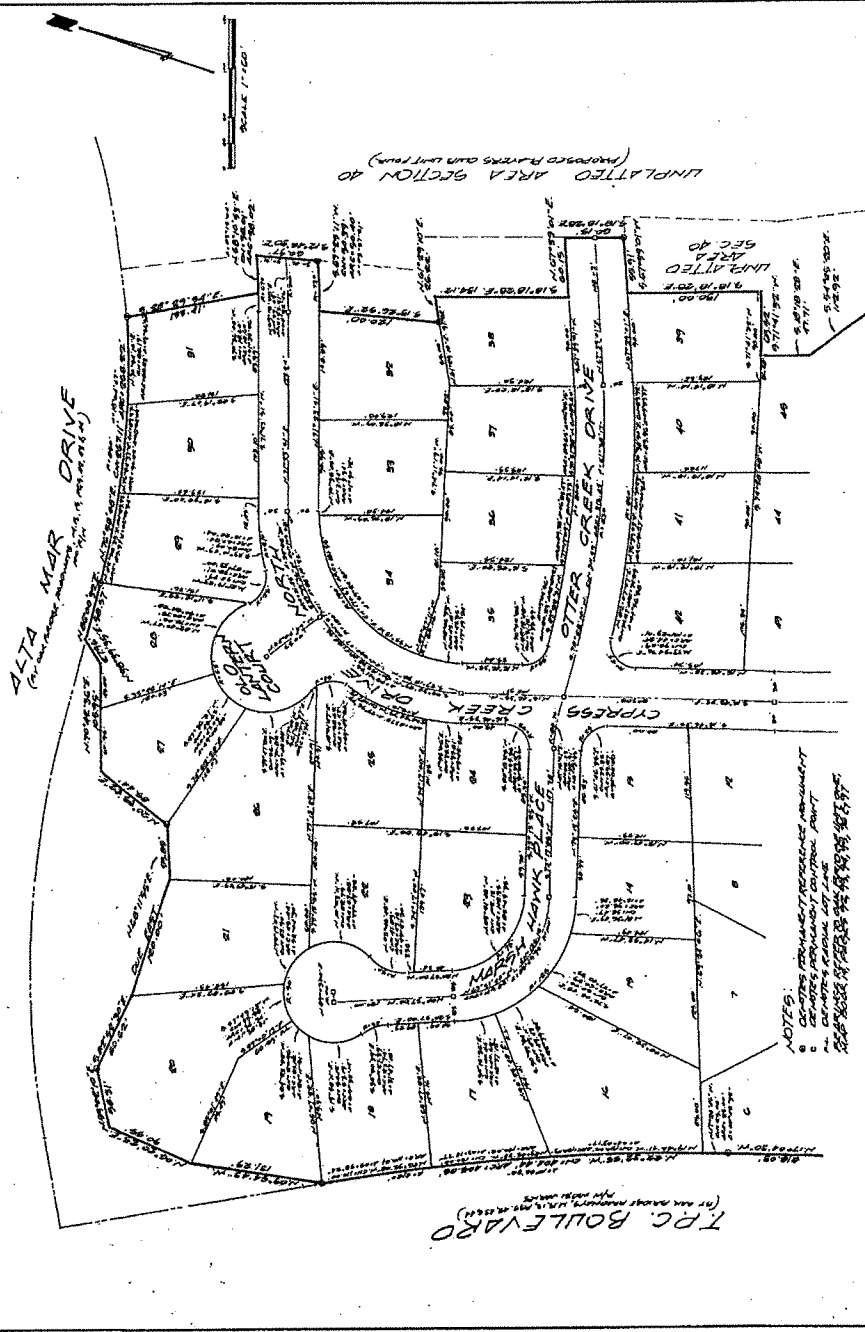
PREPARED BY: H. D. GILLEN AND ASSOCIATES, INC., LAND SURVEYORS, 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA 32250

PLAYERS CLUB UNIT FIVE

ST JOHNS COUNTY FLORIDA

MAP BOOK 17 PAGE 60

SHEET 4 OF 4 SHEETS



NOTES:
 1. CENTER OF ROAD/DRIVE/ALLEY/STREAM
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 49. CENTER OF ROAD/DRIVE/ALLEY/STREAM

PREPARED BY: H. A. DUKEN AND ASSOCIATES, INC., LAND SURVEYORS, 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA 32250

EXHIBIT B

NAMES OF PARCEL OWNERS AND DESCRIPTIONS OF PARCELS

(See next page)

CYPRESS CREEK
REVITALIZATION
DECEMBER 1, 2014

Name	Address	Lot No.
Robert H. Buck Jr., Lee Ann Buck	4101 Bent Tree Circle	40
Howana Geddes	4102 Bent Tree Circle	41
Ross R. Byers, Joy Marie Byers	4103 Bent Tree Circle	42
Carol Combs Ebert	4104 Bent Tree Circle	43
Marletta Sampson	4105 Bent Tree Circle	44
Ronda L. Dowling, Daniel D. Dowling	4106 Bent Tree Circle	45
Gregory D. Sickinger, N. Lynn Sickinger	4108 Bent Tree Circle	46
William R. Morgan, Charlene B. Morgan	4110 Bent Tree Circle	47
Maurice E. Snyder, Hannelore E. Snyder	4302 Blue Heron Drive	17
Charles L. Erickson, Nancy H. Erickson	4303 Blue Heron Drive	52
Louis E. Tagliaferri, Judith B. Tagliaferri	4304 Blue Heron Drive	18
Zheng Pang	4306 Blue Heron Drive	19
Anthony M. Vetere, Daniela Vetere	4308 Blue Heron Drive	20
Eric W. Tibbitts, Susan M. Tibbitts	4309 Blue Heron Drive	51
Marie Kuhns	4310 Blue Heron Drive	21
John D. Griffin, Marjorie E. Griffin	4312 Blue Heron Drive	22
Terrence Bogenschutz, Carol Bogenschutz	4314 Blue Heron Drive	23
David G. Adler, Barbara F. Adler	4315 Blue Heron Drive	50
Fyler Wolford, Jennifer Wolford	4316 Blue Heron Drive	24
Jean Jacques Vigoureux ETUX, Benedicte Vigoureux	4317 Blue Heron Drive	49
Jeffery L. Goldhagen, Diana V. Goldhagen	4318 Blue Heron Drive	25
William T. Balsden II	4319 Blue Heron Drive	48
Ryan B. Tredinnick, Michelle B. Tredinnick	4320 Blue Heron Drive	26
Michael Sommerlad, Catharine Sommerlad	4321 Blue Heron Drive	47
William J. Tender, Rosemary M. Tender	4322 Blue Heron Drive	27
Brian J. Landeweer, Adeline K. Landeweer	4323 Blue Heron Drive	46
Jeffrey D. Schulz, Luanne Schulz	4324 Blue Heron Drive	28
Jay Greene, Leigh Carl Greene	4325 Blue Heron Drive	45
James R. Canfield ETUX, Debra Dempsey	4326 Blue Heron Drive	29
Robert A. Racina, Magdalen Racina	4327 Blue Heron Drive	44
Edwin W. Dovel Jr., Billie A. Dovel	4328 Blue Heron Drive	30
Daniel Hartigan, Mary Hartigan	4329 Blue Heron Drive	43
Judith A. Debow, Thomas C. Debow	4330 Blue Heron Drive	31
Wanda W. Ray	4332 Blue Heron Drive	32
John S. Didonato, Ann M. Didonato	4334 Blue Heron Drive	33
Paula Lewis, Richard W. Lewis	4335 Blue Heron Drive	42
Peter W. Quintal, Eileen P. Quintal	4336 Blue Heron Drive	34
Kim L. Lefebvre, Peter H. Lefebvre	4339 Blue Heron Drive	35
Robert R. Nightingale, Kathleen M. Nightingale	4340 Blue Heron Drive	41
Thomas E. Yimble, Pamela F. Yimble	4341 Blue Heron Drive	36
Alice J. Shaughnessy	4342 Blue Heron Drive	40
John Franklin Burdges	4344 Blue Heron Drive	37
Robert A. Stain, Sandra R. Stain	4346 Blue Heron Drive	38
Douglas Samuel Barden ETUX, Jill Rhinehardt Barden	4348 Blue Heron Drive	39
Michael E. Romanczuk, Sr., Judith A. Romanczuk	4349 Blue Heron Drive	50
Michael A. Newton, Mallory J. Newton	4350 Blue Heron Drive	51
Allen J. Daly, Ursula E. Daly	4351 Blue Heron Drive	49
Jack Miller Brady Jr., Anne D. Brady	4352 Blue Heron Drive	52
John R. Umlauf, Charron B. Umlauf	5001 Buttonwood Drive	48
Melissa Batchelor Hammond	5002 Buttonwood Drive	21
Charles Adams, Mary Lisette Adams	5003 Buttonwood Drive	22
George R. Parnaby Jr., Margaret Parnaby	5004 Buttonwood Drive	51
David T. Ungwerth, Megan M. Ungwerth	5005 Buttonwood Drive	57
John E. Richter, Theresa Richter	5006 Buttonwood Drive	52
Harry Jay Debolt, Beverly Debolt	5007 Buttonwood Drive	56
John E. Gibbs, Julia A. Gibbs	5008 Buttonwood Drive	53
Bradley R. Coe, Mari C. Coe	5010 Buttonwood Drive	55
Spencer Family Trust, H W M Spencer		54

Note: All Lot No. references are to the plat of Players Club Unit Two as described on the plat recorded in Map Book 15, pages 63, through 66, Players Club Unit Three as described on the plat recorded in Map Book 16, pages 1 through 3, Players Club Unit Four as described on the plat recorded in Map Book 17, pages 53 through 56, and Players Club Unit Five, as described on the plat recorded in Map Book 17, pages 57 through 60, all of the public records of St. Johns County, Florida.

**CYPRESS CREEK
REVITALIZATION
DECEMBER 1, 2014**

Name	Address	Lot No.
Steven D. Sison, Taryn Sison	4701 Cattail Lagoon Way	1
Thomas W. Walker, Jan C. Walker	4703 Cattail Lagoon Way	2
Christopher Adams Barrick	4704 Cattail Lagoon Way	9
James R. Phelan, Joanette K. Phelan	4705 Cattail Lagoon Way	3
Jayne Alicia Hollis	4707 Cattail Lagoon Way	4
David G. Jaeger, Jennifer L. Jaeger	4709 Cattail Lagoon Way	5
Jerry L. Pitts, Shirley H. Pitts	4710 Cattail Lagoon Way	8
Susan Johnson ETAL, John W. McCullers, Norma J. McCullers	4711 Cattail Lagoon Way	6
Stephen C. Leonard Jr., Sherry E. Leonard	4713 Cattail Lagoon Way	7
John E. McDaniel, McDaniel Family Trust, McDaniel John E. Trustee	4401 Cypress Creek Drive	39
III2 Property Florida LP	4402 Cypress Creek Drive	43
Lance Henzey, Michelle Henzey	4403 Cypress Creek Drive	40
Maurice L. Dettmer, Joanne L. Dettmer	4404 Cypress Creek Drive	42
Jack O. White Jr., Jackie M. White	4405 Cypress Creek Drive	43
Kimberly D. Duncan, Stephen J. Duncan	3001 Cypress Creek Drive E.	1
Douglas E. Allen, Beverly J. Burch Allen	3002 Cypress Creek Drive E.	48
Lewis C. Barber, Charlene P. Barber	3003 Cypress Creek Drive E.	2
Patricia A. Levenduski	3005 Cypress Creek Drive E.	31
Robert L. Huffman, Millie Huffman	3006 Cypress Creek Drive E.	39
Donald R. Rhoads, Robyn T.	3007 Cypress Creek Drive E.	32
Roger G. Gallop, Katharine G. Gallop	3008 Cypress Creek Drive E.	38
Francis J. Doyle, Christine Doyle	3009 Cypress Creek Drive E.	33
Bruce A. Barber, Sue E. Barber	3010 Cypress Creek Drive E.	37
Eric E. Ernstrom, Jocelyn B. Ernstrom	3011 Cypress Creek Drive E.	34
Michael F. Komornik, Anne M. Komornik	3012 Cypress Creek Drive E.	36
Joseph C. Brown III, Gay R. Brown	3013 Cypress Creek Drive E.	35
3015 East Cypress LLC	3015 Cypress Creek Drive E.	1
Andrew L. Devlin	3017 Cypress Creek Drive E.	2
Ryan P. Beshany, Amanda Beshany	3019 Cypress Creek Drive E.	3
Edward J. Sihoy	3021 Cypress Creek Drive E.	4
Dodsley A. Schroter, E. Colleen Schroter, Schroter Dodsley A., Emma Colleen Trust	3023 Cypress Creek Drive E.	5
Barbara M. Patterson, Patterson Barbara M. Liv Trust	3025 Cypress Creek Drive E.	6
John P. Ahearn, Sandra J. Ahearn	3027 Cypress Creek Drive E.	7
Karen Ibach Bowden	3028 Cypress Creek Drive E.	53
Robert J. Hunter, Doris L. Hunter	3029 Cypress Creek Drive E.	8
Robert E. Richardson, Elizabeth L. Richardson	3030 Cypress Creek Drive E.	54
Paul E. Rief	3031 Cypress Creek Drive E.	9
Leonard P. Stachilas, Martha Z. Stachilas	3032 Cypress Creek Drive E.	55
Katherine A. LeMaster ETAL, Dennis D. Allen	3039 Cypress Creek Drive E.	23
Diane Bankhead	3035 Cypress Creek Drive E.	24
Hildebrando A. Umon, Unda M. Umon	3037 Cypress Creek Drive E.	25
Mitchell H. Gardner, Ellen B. Gardner	3039 Cypress Creek Drive E.	26
George J. Salvaggio, Salvaggio Family Trust	3041 Cypress Creek Drive E.	27
William W. Bielmyer, Doris B. Bielmyer	3042 Cypress Creek Drive E.	47
John A. Bracco Jr., Susan O. Bracco	3043 Cypress Creek Drive E.	28
John S. Spaulding, Carolyn D. Spaulding	3044 Cypress Creek Drive E.	46
Vella F. Finner	3045 Cypress Creek Drive E.	29
William C. Mann III, Pamela P. Mann	3046 Cypress Creek Drive E.	45
Raymond J. Camlicell Jr., Kelly D. Cornicelli	3047 Cypress Creek Drive E.	30
Gene Stage	3048 Cypress Creek Drive E.	44
Torad Bushati, Brunilda Bushati	3049 Cypress Creek Drive E.	31
Joseph T. Triolo	3051 Cypress Creek Drive E.	32
Anthony W. Edmondston, Julia B. Edmondston	3052 Cypress Creek Drive N.	38
Sammy T. Adams, II, Terese M. Adams	3053 Cypress Creek Drive N.	33
Harry E. Squiras II, Beth A. Squiras	3054 Cypress Creek Drive N.	37
Robert G. Esser, Bonnie J. Esser	3055 Cypress Creek Drive N.	34
Ted Calvin Harris, Shari J. Harris	3056 Cypress Creek Drive N.	36
Marc G. Fraga, Amy L. Fraga	3057 Cypress Creek Drive N.	35

Note: All Lot No. references are to the plat of Players Club Unit Two as described on the plat recorded in Map Book 15, pages 63, through 66, Players Club Unit Three as described on the plat recorded in Map Book 16, pages 1 through 3, Players Club Unit Four as described on the plat recorded in Map Book 17, pages 53 through 56, and Players Club Unit Five, as described on the plat recorded in Map Book 17, pages 57 through 60, all of the public records of St. Johns County, Florida.

CYPRESS CREEK
REVITALIZATION
DECEMBER 1, 2014

Name	Address	Lot No.
Dwight O. Strickland, Mary Elizabeth Strickland	3058 Cypress Creek Drive N.	31
Robert Felman, Roberta Felman	3059 Cypress Creek Drive N.	32
Stephen P. Connolly, Suzanne M. Connolly	3060 Cypress Creek Drive N.	30
Eddie F. Weiner, Susan Weiner	3061 Cypress Creek Drive N.	33
Doug S. Maynard, Darcy Maynard	3062 Cypress Creek Drive N.	29
William F. Egan, Kimberly A. Egan	3063 Cypress Creek Drive N.	34
Francesco J. Rockwood, Susan R. Rockwood	3064 Cypress Creek Drive N.	25
Patrick Anthony Kenning, Katherine Sneed	3068 Cypress Creek Drive N.	32
Peter McManamy, Rosalind McManamy	3070 Cypress Creek Drive N.	11
Alberto Franco, Noelle Franco	3072 Cypress Creek Drive N.	10
Susan S. Calfee, Susan S. Calfee Living Trust	3073 Cypress Creek Drive N.	50
John G. Mencke, Sue V. Mencke	3074 Cypress Creek Drive N.	20
Peter T. Sarandos, Carol Sarandos, Sarandos Peter T, Carol E. Trust	3076 Cypress Creek Drive N.	19
Laurie A. Wing	3078 Cypress Creek Drive N.	18
Phillip A. Cockrell, Bobbie L. Cockrell	3080 Cypress Creek Drive N.	17
William H. Hagerty, Jr., Patricia Hagerty	3082 Cypress Creek Drive N.	16
Glenn Barr	4991 Duck Creek Lane	43
Ralph E. Garey, Kathleen Garey	4992 Duck Creek Lane	49
William J. Maples, Mary E. Maples	4993 Duck Creek Lane	44
Erik Lohela, Hoa Lohela	4994 Duck Creek Lane	48
Brigitte Jolande Lyle	4995 Duck Creek Lane	45
Phillip A. Greenman, Pamela F. Greenman	4996 Duck Creek Lane	47
Thomas H. Spencer, Amanda L. Spencer	4998 Duck Creek Lane	46
Bryan R. Wolf	4201 Laurel Oak Way	16
George Ameer, Cara Ameer	4202 Laurel Oak Way	10
Steve Horner, Shay Horner	4203 Laurel Oak Way	15
Ronald P. Michaels, Sherri D. Michaels	4204 Laurel Oak Way	11
Thomas E. Quinlan, Sharon Q. Quinlan	4205 Laurel Oak Way	14
Judah Wolf, Malka Wolf, Wolf Malka, Judah Trustees	4206 Laurel Oak Way	12
Henry D. Hahn, Barbara L. Hahn	4208 Laurel Oak Way	13
Lawrence E. Hern, Jane S. Hern	4001 Long Pond Place	49
John Mauriello, Maria Mauriello	4002 Long Pond Place	55
Spratt B. H., Mary H. ETAL, Mary H. Spratt, Mike Spratt	4004 Long Pond Place	54
Michael E. Reynolds, Mary Ann Reynolds	4005 Long Pond Place	50
James A. Lane, Marie P. Lane	4006 Long Pond Place	53
Eric L. Townsend, Joy L. Townsend	4007 Long Pond Place	51
Kenneth C. Sanders, Jerolyn L. Sanders	4009 Long Pond Place	52
Gary W. Gregory, April B. Gregory	4601 Marsh Hawk Place	13
Everett Eddy, Sr., Eddy Everett Sr. Trust, Eddy Everett Sr. Lvg Trust	4602 Marsh Hawk Place	24
Jay D. Rolfe, Usa L. Rolfe	4603 Marsh Hawk Place	14
Thomas P. Donahue, Patricia A. Donahue	4605 Marsh Hawk Place	15
Melanie A. Johnson	4606 Marsh Hawk Place	23
Charles Fries, Kathryn Fries	4607 Marsh Hawk Place	16
Alan L. Clark, Joan M. Clark	4609 Marsh Hawk Place	17
Jane B. Wilcox	4610 Marsh Hawk Place	22
David Synlewski, Marianne Synlewski	4611 Marsh Hawk Place	19
Lorna M. Ulmer, Richard C. Ulmer	4612 Marsh Hawk Place	21
John S. Clews, Clews John S. Revoc Lvg Trust	4613 Marsh Hawk Place	19
James D. Clark, Amy Clark	4615 Marsh Hawk Place	20
Oliver Formato, Sarah R. Formato	4501 Old Lantern Court	26
Roger M. Hadaway, Bernadette Hadaway	4503 Old Lantern Court	27
Beverly Bertwell	4505 Old Lantern Court	28
Kimberly G. Matthews	5101 Otter Creek Drive	23
James W. Bryce, Carol P. Bryce	5102 Otter Creek Drive	20
John P. Sproull, Julie W. Sproull	5104 Otter Creek Drive	29
Rebecca W. Tomb, Thomas G. Tomb, Jr.	5105 Otter Creek Drive	24
Robert K. Riley	5106 Otter Creek Drive	28
John M. Howell, Melody P. Howell	5108 Otter Creek Drive	27

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CYPRESS CREEK
REVITALIZATION
DECEMBER 1, 2014

Name	Address	Lot No.
Jared B. Knight, Tracy R. Knight	5109 Otter Creek Drive	25
Eduardo Gil E., Candy L. Gil	5110 Otter Creek Drive	26
Ernest Edgar Rhyne	5112 Otter Creek Drive	22
Daniel Parker, Parker Daniel ETUX, Kristina Motcalf	5113 Otter Creek Drive	1
Chad J. Oliva, Tiffany Oliva	5114 Otter Creek Drive	21
Diane L. David, Diane L. David Pers. Rep	5115 Otter Creek Drive	2
Thomas H. Hamilton	5116 Otter Creek Drive	20
Lucian G. Feler, Elena Feler	5117 Otter Creek Drive	3
James D. McCammack, Kimberly A.	5118 Otter Creek Drive	19
Bovard Walter B. Trust ETAL, Bovard Carolyn B. Trust, Walter B. Bovard, Carolyn B. Bovard	5119 Otter Creek Drive	4
Paul W. Brazis, Elizabeth A. Brazis	5120 Otter Creek Drive	18
Eric W. Lycke, Susan S. Lycke	5122 Otter Creek Drive	17
Bradley C. Walton	5123 Otter Creek Drive	5
John J. Meehan, Rosaleen M. Meehan, Meehan Trust, Meehan John J., Rosaleen M. Trustees	5124 Otter Creek Drive	16
Andrew R. Scott, Kimberly M. Scott	5125 Otter Creek Drive	6
Barbara M. Jacobs, David R. Jacobs	5126 Otter Creek Drive	15
Douglas W. Speed, Mildred Shurl Speed	5127 Otter Creek Drive	17
Justin D. Dennis, Dennis Justin D. ETUX, Eva Sobleraj	5128 Otter Creek Drive	14
Arthur E. Lancaster, Anita L. Lancaster	5129 Otter Creek Drive	8
Frederick W. Klauk, Jr., Margaret M. Klauk	5130 Otter Creek Drive	13
Curt J. Dandero, Helene Dandero	5131 Otter Creek Drive	9
Theodore B. Tyndall, Lynne L. Tyndall	5132 Otter Creek Drive	12
Walter S. Jawor, Donna A. Jawor	5134 Otter Creek Drive	11
Brian S. Moss, Kathleen Bolam	5136 Otter Creek Drive	10
John C. Dimario, Patricia A. Dimario	5137 Otter Creek Drive	39
Michael Joseph Hollis, Kimberly P. Hollis	5138 Otter Creek Drive	38
Stephen P. Pierce, Kelley M. Pierce	5139 Otter Creek Drive	40
Phillip M. Brigman, Andrea W. Brigman	5140 Otter Creek Drive	37
Sidney T. Wilson, Lynette S. Wilson	5141 Otter Creek Drive	41
Timothy F. Crosby, Theresa C. Crosby	5142 Otter Creek Drive	36
Graham Sevigny, Anna Sevigny	5143 Otter Creek Drive	42
Robert J. Grano, Donna L. Grano	5144 Otter Creek Drive	35
Corry M. McLaughlin, Maorgan T. McLaughlin	4802 Otter Creek Lane	15
Ib A. Berg, Jean A. Berg	4804 Otter Creek Lane	14
Janice G. Montanus, Burres Erin Holubeck ETAL, Nathan P. Holubeck, David M. Holubeck	4805 Otter Creek Lane	3
Jonathan R. Koon, Leigh B. Koon	4806 Otter Creek Lane	13
Franklin K. Ackerman, Michelle Ackerman	4807 Otter Creek Lane	4
Mark E. Calvin, Jennifer L. Calvin	4808 Otter Creek Lane	12
Regina H. Shea Family Trust, Michael Shea	4809 Otter Creek Lane	5
Chris J. Reich, Erin K. Reich	4810 Otter Creek Lane	11
Gerald James, Debra Elaine James	4811 Otter Creek Lane	6
Wharton L. Donaldson, Sara C. Donaldson	4812 Otter Creek Lane	10
Kenneth E. Butler, Karen M. Butler	4813 Otter Creek Lane	7
Tami Cates	4815 Otter Creek Lane	8
Linda D. Coley	4817 Otter Creek Lane	9
Andrew J. Gaber, Whitney L. Gaber	5202 Pheasant Run Court	53
John William Dickerson III	5203 Pheasant Run Court	60
Mary Beth Lynch	5204 Pheasant Run Court	54
Harry Oulundsen, Ellen M. Oulundsen	5205 Pheasant Run Court	59
Ellen M. Oulundsen, Harry Oulundsen	5206 Pheasant Run Court	55
David J. Winslow, Diana Winslow	5207 Pheasant Run Court	58
James E. Poole III, Michelle Pool	5208 Pheasant Run Court	56
Glen F. Klauk, Susan W. Klauk	5210 Pheasant Run Court	57

Note: All Lot No. references are to the plat of Players Club Unit Two as described on the plat recorded in Map Book 15, pages 63, through 66, Players Club Unit Three as described on the plat recorded in Map Book 16, pages 1 through 3, Players Club Unit Four as described on the plat recorded in Map Book 17, pages 53 through 56, and Players Club Unit Five, as described on the plat recorded in Map Book 17, pages 57 through 60, all of the public records of St. Johns County, Florida.

EXHIBIT C
ARTICLES OF INCORPORATION

OF
CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

I. NAME.

The name of this corporation shall be **CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.** (The "Association").

II. PURPOSES.

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

A. To promote the health, safety and social welfare of the owners of the property within the residential area subject to the Declaration of Covenants and Restrictions for Cypress Creek (the "Declaration") to be executed by Arvida Corporation and to be recorded in the Public Records of St. Johns County, Florida. The property, subject to the Declaration consists of that certain real property situated in St. Johns County, Florida, described below together with any additional property made subject to the Declaration in accordance with Article III thereof (the "Property").

Players Club Unit Two, according to plat thereof recorded in Map Book 15, pages 63 through 66 of the Public Records of St. Johns County, Florida.

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

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

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

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

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

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

III. GENERAL POWERS.

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

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

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

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

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

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

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

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

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

IV. MEMBERS.

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

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property within the Property.

2. Class B. Member. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee as Developer of the Property.

V. VOTING AND ASSESSMENTS.

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

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

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

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

VI. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board consisting of five (5) Directors. So long as the Developer shall have the right to appoint a majority of the Board, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association. There shall be two (2) Directors appointed by the Class A Members so long as the Class B Member has the right to elect a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years. In addition, the Class B Member shall appoint three (3) Directors to serve for a term of two (2) years. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by a Class B Member.

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

Peter S. Rummell	21 Fishermans Cove Road Ponte Vedra Beach, Florida 32082
James E. Davidson, Jr.	83 Fishermans Cove Road Ponte Vedra Beach, Florida 32082
Michael H. Hannon	107 Altamar Drive Ponte Vedra Beach, Florida 32082
William Minus	106 West Abalone Lane Ponte Vedra Beach, Florida 32082
Daniel A. Almers	101-3 Vista Lagoon Court Ponte Vedra Beach, Florida 32082

VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1983 and until their successors are duly elected and qualified are:

President	Daniel A. Almers
Treasurer and Secretary	Eduardo E. Gil
Vice President	Peter S. Rummell

VIII. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

IX. BYLAWS.

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

X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

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

approval by the Developer. No amendments to the Articles or Bylaws need be recorded in the public records.

XI. SUBSCRIBERS.

The names and addresses of the subscribers are as follows:

Peter S. Rummell
21 Fishermans Cove Road
Ponte Vedra Beach, Florida 32082
Daniel A. Almers
101-3 Vista Lagoon Court
Ponte Vedra Beach, Florida 32082

Michael Hannon
107 Altamar Drive
Ponte Vedra Beach, Florida 32082

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him

in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XIV. DISSOLUTION OF THE ASSOCIATION.

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

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

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

IN WITNESS WHEREOF, the subscribers have hereto set their hands and seals this 3rd day of August, 1983.

Signed, sealed and delivered in the presence of:

/s/ _____

/s/ _____
Peter S. Rummell

/s/ _____

/s/ _____

/s/ _____
Daniel A. Almers

/s/ _____

Michael H. Hannon

/s/ _____

/s/ _____

/s/ _____

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

The foregoing instrument was acknowledged before me this 3rd day of August, 1983, by Peter S. Rummell, a Subscriber of CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

/s/
Notary Public, State of Florida
at Large.

My Commission Expires: 8/4/85

(NOTARIAL SEAL)

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

The foregoing instrument was acknowledged before me this 3rd day of August, 1983, by Daniel A. Almers, a Subscriber of CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

/s/
Notary Public, State of Florida
at Large.

My Commission Expires: 8/4/85

(NOTARIAL SEAL)

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

The foregoing instrument was acknowledged before me this 3rd day of August, 1983, by Michael H. Hannon, a Subscriber of CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

/s/
Notary Public, State of Florida
at Large.

My Commission Expires: 1/10/86

(NOTARIAL SEAL)

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

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

CYPRESS CREEK HOMEOWNERS
ASSOCIATION, INC.

By: /s/

Dated: 8/3/83

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

/s/
DANIEL A. ALMERS

Dated: 8/3/83

EXHIBIT D
BYLAWS
OF
CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Cypress Creek ("Declaration") to be executed by Arvida Corporation and to be recorded in the Public Records of St. Johns County, Florida, shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Cypress Creek Homeowners Association, Inc. ("Association") shall be at the Sawgrass Administration Building, 10033 Sawgrass Drive, Ponte Vedra Beach, Florida 32082, or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the

Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS.

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

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

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.

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

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

4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

7. To establish a fiscal year for the Association and to change the dates of the fiscal year from time to time.

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

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

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

C. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular

call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

VIII. OFFICERS.

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

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

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

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

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

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

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

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

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

IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Cypress Creek Architectural Review Board (the "ARB")

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

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

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

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

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

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

X. BOOKS AND PAPERS.

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

XI. MEETINGS OF MEMBERS.

A. The first annual meeting of the members shall be held in February, 1984 or at such other date and time as the Board may elect and as is specified in the notice of the meeting.

Each subsequent annual meeting of the members shall be held on the anniversary of the first annual meeting or at such other date and time as the Board may select and as is specified in the notice of the meeting.

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

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

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

XII. PROXIES.

1. At all corporate meetings of the members, each member may vote in person or by proxy.

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Cypress Creek Association, Inc., not for profit, 1983.

XIV. AMENDMENTS.

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

CERTIFICATE

The foregoing were adopted as the Bylaws of Cypress Creek Association, Inc. a corporation not for profit under the laws of the State of Florida, on _____, 1983.

/s/ _____
_____, Secretary

APPROVED BY:

/s/ _____
President

EXHIBIT E

ARCHITECTURAL PLANNING CRITERIA FOR Cypress Creek

1. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot or building parcel, other than one detached single-family residence containing not less than sixteen hundred (1,600) square feet of livable enclosed floor area (exclusive of open or screen porches, patios, terraces, garages and carports) not to exceed thirty-five (35) in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that the home is placed on the Lot in its most advantageous position and to assure that each building within the Property is provided visual and acoustical privacy.

3. **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Property and the Players Club at Sawgrass.

4. **Roofs.** Flat roofs shall not be permitted unless approved by the ARB. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by the ARB. Roofing and shingle material shall be approved by the ARB as to color and material.

5. **Elevations.** Similar elevations shall not be built directly adjacent or across from each other.

6. **Garages.** In addition to the requirements stated in Paragraph 1 above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2) three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width (or eight (8) feet with a two foot separation), and a service door. Whenever possible, garage entrances shall be located on the side of the Residence rather than the front.

No carports will be permitted unless approved by the ARB.

7. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door

width, at the entrance of the garage. All driveways must be constructed with an approved material.

8. **Dwelling Quality.** The ARB shall have final approval of all exterior building materials. Exposed concrete block not be Permitted on the i arior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of materials such as stone, wood, and stucco, or a combination of the foregoing.

9. **Signs.** No sign of any kind shall be displayed to the public view on any lot except as may be approved as to size, design and otherwise by the ARB.

10. **Games and Play Structures.** All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No playform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB. An exception may be granted only in the case of basketball backboards, subject to adherence to the Cypress Creek Homeowners Association basketball Guidelines and approval of the ARB.

11. **Fences and Walls.** The following guidelines are designed to establish criteria for fencing that is not visually obtrusive. No fence, wall or other barrier shall be constructed on any Lot without the prior approval of the ARB, and the PCAARB when applicable. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. Chain-link, split-rail, picket and stockade type fences are strictly prohibited. Fences shall be ornamental and not exceed four feet in height. All fence applications must include color selection, and will be review on individual merit based on lot configuration and location. St. Johns County fence requirements are to be followed when fencing a pool or spa.

12. **Landscaping.** A detailed Landscaping plan for each lot will be submitted to and approved by the ARB prior to initial construction and development therein.

The Developer shall supply criteria for materials appropriate for landscaping in the Subdivision and the Players Club at Sawgrass and a designation of the number of required trees and shrubs to be planted on each Lot in the Subdivision. All Lots shall have a complete automatic underground sprinkler system.

13. **Swimming Pools and Tennis Courts.** Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;

- C. Screening of pool areas is discouraged. Location and design of all pool screening must be approved in writing by the ARB;
- D. Location and construction of tennis or badminton courts must be approved by the ARB;
- E. No exterior lighting other than sidewalk or building lighting shall be installed without the prior approval of the ARB. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting
- F. Tennis court lighting shall not be permitted.

If an owner elects to purchase two (2) adjoining Lots one for recreation purposes, the Lot used for and Use

If an owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on all sides as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

14. **Garbage and Trash Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All Lots shall be maintained during construction in a neat nuisance-free condition.

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

16. **Removal of Trees.** In reviewing building plans, the ARB shall take into account the natural Landscaping such as trees, shrubs and palmettoes, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) inches in diameter at one (1) foot above natural grades shall be cut or removed without approval of the ARB, which approval may be given when such approval is necessary for the construction of a dwelling or other improvement. The ARB may, in its discretion, require Owner to submit a tree survey prior to construction of any improvements on a Lot.

17. **Air Conditioning Units.** No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise. The location of all exterior compressor units must be approved by the ARB prior to installation.

18. **Mailboxes.** No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall

receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwelling.

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

20. **Utility connections.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

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

22. **Waiver of Architectural Planning Criteria.** The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner within the Property; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the community and the deviation requested is compatible with the character of the Players Club at Sawgrass and the Property. A wavier shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB.

23. **Players Club Architectural Control Board.** As provided in Sections 8.1 and 8.4 of the Declaration, any provision of these Architectural Control Criteria requiring approval by the ARB shall be deemed to also require approval by the PCAAR3.

EXHIBIT F

LETTER FROM DEPARTMENT OF ECONOMIC OPPORTUNITY

(see next page)

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-135

August 19, 2015

Thomas M. Jenks, Esq.
Gunster
225 Water St. Ste 1750
Jacksonville, FL 32202

Re: Cypress Creek Homeowners Association, Inc.

Dear Mr. Jenks:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Cypress Creek Homeowners Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,


Ana Richmond, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridalabs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Thomas M. Jenks, Esq.
August 19, 2015
Page 2 of 3

FINAL ORDER NO. DEO-15-135

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

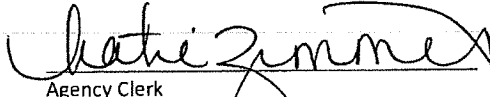
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Thomas M. Jenks, Esq.
August 19, 2015
Page 3 of 3

FINAL ORDER NO. DEO-15-135

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 20th day of August 2015.


Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Thomas M. Jenks, Esq.
Gunster
225 Water St. Ste 1750
Jacksonville, FL 32202

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning