

The following pages are the covenants, conditions, restrictions, etc. for:

Cypress Landing in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

CYPRESS LANDINGRESTRICTIVE COVENANTS AND CONDITIONS

1991 OCT -9 AM 9:05

DECLARATION OF RESTRICTIONS RELATING TO: Cypress Landing, a planned unit development, according to the plat thereof, as recorded in Plat Book 72 , Page 11 , Public Records of Polk County, Florida.

Creative Builders of Lakeland, Inc., a Florida corporation, the owner of all of the foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

The North 568 feet of the South 988 feet of the SW-1/4 of the NW-1/4 of Section 1, Township 29 South, Range 26 East, all lying and being in Polk County, Florida.

Beginning 988 feet North of SE corner of SW 1/4 of NW 1/4 of Section 1, Township 29 South, Range 26 East, Polk County, Florida, and run thence North 497 feet, thence West 1320 feet to Lake Dexter, thence South along shore of Lake Dexter 497 feet, thence East 1320 feet to point of beginning.

ALSO, that certain land bounded as follows:

Beginning at a point 1485 feet North of the SE corner of the SW 1/4 of NW 1/4 of Section 1, Township 29 South, Range 26 East, thence run North to a point 70 rods South of the NE corner of the NW 1/4 of the NW 1/4 of said Section 1, thence run West 1320 feet, more or less, to Lake Dexter; thence South along the shore of Lake Dexter to a point directly West of point of beginning, thence East 1320 feet, more or less, to point of beginning, all lying and being in Polk County, Florida.

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

- (a) ASSOCIATION means the Cypress Landing Homeowners Association, Inc., a Florida corporation not for profit, its successors or assigns.
- (b) BOARD means the Board of Directors of the ASSOCIATION.
- (c) DEVELOPER means Creative Builders of Lakeland, Inc., a Florida corporation, its successors and assigns.
- (d) LOT means a lot, as shown on the plat of Cypress Landing, a planned unit development, to be recorded in a plat book in the public records of Polk County, Florida.
- (e) IMPROVED LOT means LOT upon which there has been

RETURN TO: Woods, Murray, Roach & McDonald, Attorneys
P. O. Drawer AR
Lakeland, FL 33802-2034

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constructed a residence building for which a valid certificate of occupancy has been issued by applicable government authority, but it shall not include homes built by Developer until they are sold or leased.

(f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein described.

(h) PERSON means a person, firm association or corporation.

(i) RECREATION FACILITIES means those areas described as Recreation Areas, Parks and Playground, Boat Parking and Boat Ramp, Beach, Pier, Park and Retention Area as shown upon the plat of Cypress Landing together with all improvements constructed thereon and equipment contained thereon and any subsequent additional recreational improvements.

(j) The use of any gender is deemed to include all genders, the use of the singular includes the plural, and the use of the plural includes the singular.

(k) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA or VA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a mortgage lien upon any LOT or IMPROVED LOT, or which has acquired and holds title thereto as a result of foreclosure of any such mortgage or by deed in lieu of foreclosure.

2. OCCUPANCY AND USE.

(a) The owner of an improved lot, or his lessee, shall occupy and use the same as a private dwelling for himself and the members of his family and social guests and for no other purposes. The lot owner and/or lessee shall not permit or suffer anything to be done or kept on his lot which will obstruct or interfere with the rights of other lot owners and/or lessees or annoy them by unreasonable noises, lights, or odors or otherwise; nor shall the lot owner and/or lessee commit or permit any

nuisance, immoral or illegal act in or about the lot.

(b) No trade, business, profession, or any other type of commercial activity shall be carried on upon any of the foregoing described lots.

(c) Paragraphs (a) and (b) above shall not, however, limit Developer's right to build a model home center and to use all or portions of said model home center for office purposes for himself, a real estate office, a commercial lending institution office and other similar type offices necessary or desirable to promote the sales of improved lots in Cypress Landing.

(d) No automobiles, trucks, boats, recreational type vehicles, trailers, mobile homes, houseboats, campers, motor-cycles, or any similar type vehicle or thing shall be kept on the premises unless they are housed in the garage. The garage doors shall be kept closed at all times except for the purpose of entering or leaving the garage. The extra parking spaces directly off the streets are provided for guest purposes only and are not to be used by the permanent residents for every day parking needs or storage of vehicles or things.

(e) No fences, walls, hedges or like structures may be permitted within the subdivision other than the ones that are designed and are erected by the Developer, shall be permitted anywhere within the premises, except as approved in writing by the Developer or the Association, which approval may be arbitrarily withheld.

(f) No exterior radio, television or any other electronic antenna or aerial of any type may be erected or maintained on the premises. No outdoor clothes lines or clothes drying apparatus shall be permitted. All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground.

(g) No sign of any character may be exhibited or displayed on any improved lot or improvement thereon, except one sign of not more than five (5) square feet advertising the

property for sale or rent. Provided however, the Developer shall have the right to place such signs upon the subject lands as Developer deems necessary and proper in its sole discretion in connection with the sale by Developer of lots and improved lots within the subdivision. No signs or letters may be used to indicate the name of the occupant or resident.

(h) Garbage cans and mail boxes are permitted only in designated areas provided by Developer. Garbage disposal shall be governed by Association rules and regulations.

(i) An improved lot owner, not initially purchasing a screen porch or a fireplace, may add one at a later date provided that it complies with the plans and specifications of the Developer, is approved in writing by Developer or Association and is completed promptly after approval. No other new construction nor any alteration to the exterior of any existing building of any type shall be permitted.

(j) No new or used structures or buildings may be moved upon any lot nor shall any storage buildings or any other type of outbuildings or attachments be constructed on any lot.

(k) There shall be no outside storage of any materials, equipment, supplies, junk or other item on any improved lot.

(l) The exterior woodwork of the homes is cedar and no application of any materials will be permitted so as to distort the architectural themeing of the weathered appearance. The exterior of the home is painted stucco and the repainting of the home shall be approved by Developer or the Association so as to insure the continuity of the architectural themeing of Cypress Landing. All repairs must be done with the same materials as used in the original building.

3. BUILDING AND LAWN MAINTENANCE.

(a) The improved lot owner shall be responsible for the building and lawn maintenance.

(b) The improved lot owner shall be required to maintain adequate landscaping and shrubbery in keeping with the architectural concept of the subdivision. However, no additional

trees, shrubbery or landscaping effects of any kind shall be installed on any lot without prior written consent of the Developer or the Association.

(c) The Association shall have the right to maintain the exterior of any unit should the owner fail to make such maintenance himself. Maintenance shall include appropriate landscaping. The architectural committee shall have the final authority in determining when such maintenance shall be done by the Association and shall have the authority to impose a lien upon the owner's property for the maintenance services it renders.

4. MAINTENANCE EASEMENTS. The Association, Developer and utility companies shall have the right to enter over, through and upon all of the improved lots for the purpose of building, maintaining the buildings, utility systems, telephones, cable televisions, etc., and maintaining the landscaping and lawns as set forth in paragraph 3 above. This easement shall also specifically include an easement for the installation and maintenance of a lawn irrigation system at such locations if deemed necessary or desirable by the Association.

5. NO LIVESTOCK OR FOWL. No livestock, fowl or other animals or living creatures, other than those commonly classified as "pets" such as dogs, cats, fish or caged birds may be kept in or upon any lot or building thereon. These pets are only permitted as house pets. Yard pets and those kept outdoors are not permitted. Pets shall not be bred for any commercial purpose and shall not be permitted to trespass on any other lot save that belonging to the owner of the pet. Additionally, there shall be no dog or cat walking upon the common ground areas within Cypress Landing.

6. RECREATION FACILITIES. All recreation facilities within Cypress Landing are private and their use is limited to the resident owners of Cypress Landing or their lessees. Additionally, resident owners of Cypress Landing or their lessees are permitted to have guests and may entertain guests at the recreational facilities provided they accompany guests during the

entire time they use the facilities.

7. ASSOCIATION MEMBERS.

(a) Each improved lot owner shall become a member of the Cypress Landing Homeowners Association, Inc., and he will maintain membership in said Association in good standing as long as he owns the property and further agrees to abide by the By-Laws and rules and regulations of the Association as may be amended from time to time.

(b) The owner of each improved lot shall pay to the Association an annual property improvement fee to cover the cost of maintenance and operation of the various common areas, including the recreational facilities, boat ramp on the lake front area, roadways, landscaping and lighting of the said property and properties owned and maintained by the Association for the private use and benefit of the property owners. Said fee shall also cover the cost of insurance, taxes and other Association expenses. Provided however, improved lots owned by Developer shall be exempt until sold.

(c) An annual budget for the Association shall be prepared by the Board of Directors and circulated to the Association members at least thirty (30) days prior to its adoption. Said assessment shall be payable in equal quarterly installments in advance by each improved lot owner to the Association. Provided however, during the period of time that the Developer controls the Association, the assessment against any improved lot shall not exceed the monthly sum of \$26.50 prior to January 1, 1982. Subsequent to January 31, 1981, the assessment against any improved lot shall not be increased by the Developer more than \$10.00 per month in any one year. Each owner of improved lots in Cypress Landing agrees that such assessments as are reasonable and necessary shall result in a lien against the owners improved lot and further that the Association may deny the owner the use of the facilities. The lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages upon real property. The lien shall

attach and become effective after the recording of a Claim of Lien in the public records of Polk County, Florida, which states the description of the lot, the name of the record owner, the amount due and the date when due, and a lien shall continue in effect until all sums secured by the lien have been fully paid. Such lien shall bear interest at the legal rate of interest from date of recording until paid. Except for interest, such Claims of Lien shall include only unpaid assessments which are due and payable to the Association when the Claim of Lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment, the improved lot owner shall be entitled to a recordable satisfaction of lien. The lien shall, however, be subordinate to the lien of a mortgage or other lien held by an institutional lender recorded prior to the time of recording the Claim of Lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a certificate of title as a result of foreclosure, the recording of said deed in lieu of foreclosure or certificate of title shall operate to release this subordinate Claim of Lien. A suit to recover a money judgment for an unpaid assessment may be maintained at the option of the Association without waiving the lien securing the same.

(d) The "Association Architectural Committee" shall consist of three members selected by the Board, who shall have the right to change the membership thereof as the Board deems appropriate. Any person desiring approval of any plans or specifications shall submit the same addressed to the "Architectural Committee" at the Association's office in Winter Haven, Florida, to the attention of a party to be designated by the Board. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by at least one member of the committee; provided however, that should the Committee fail to act upon any submission to it within thirty (30) days from the receipt thereof by the Committee, such inaction

shall be deemed approval of the submission. In the event that the Committee disapproves any proposed structure, or exterior change or alteration, the Committee shall state with specificity the reasons for the disapproval.

8. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a lot becomes an improved lot as herein described, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause. If a home is destroyed, it shall be rebuilt according to original plans and specifications and approved by the Association.

9. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any lot owner in the subdivision, the Developer, or the Association. Failure to enforce any of the foregoing restrictions shall not be deemed a waiver to the right to do so thereafter.

10. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

11. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall run with the land, and the same shall bind all persons claiming ownership or use of any portion of the subdivision until the first day of January, 2050. After January 1, 2050, said covenants, restrictions, reservations, and servitudes shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of seventy-five per cent (75%) or more of the lots in said subdivision shall be recorded, which instrument shall later, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations, and servitudes.

12. RIGHT TO MODIFY. The Developer shall have the right to modify the covenants, restrictions, reservations and servitudes Developer deems necessary for the purpose of marketing or improving

Cypress Landing until Developer turns the Association over to the Home Owners as set forth in Article III of the Articles of Incorporation of Cypress Landing Homeowners Association, Inc. After Developer relinquishes control of the Association, the Association shall have the right to modify all of the restrictions herein contained. However, any changes in the restrictions by amendment or deletion or addition shall be by the direction of the owners of seventy-five per cent (75%) of the lots in Cypress Landing Subdivision and, provided further, so long as Developer is the owner of any lot or any property that will be affected by this amendment, deletion or addition, then the Developer's consent must be obtained. Any such change shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the public records of Polk County, Florida.

13. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce institutional lenders, as herein defined, to make individual mortgage loans upon lots in the subdivision, the Association's rights to assess an improved lot (or its owner) or to impress a lien upon an improved lot (as provided in paragraphs 3 and 7 above), the title to which has been acquired by an institutional lender as a result of foreclosure or deed in lieu of foreclosure, shall be abated so long as said institutional lender retains said title.

Upon disposal in any manner of an improved lot acquired by an institutional lender by foreclosure or when such lot is under lease, the Association's right to make assessments against such improved lot and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the Association during the period of time or prior to the time title to said improved lot was held by an institutional lender), and the Association's duties and obligations with respect to said lot shall be restored.

14. RULES AND REGULATIONS. The Association has the right, power and duty to establish reasonable rules and regulations for

the maintenance and operation of the recreational facilities and common grounds as well as establishing rules and regulations for maintenance and up-keep of the individual improved lots.

15. DEVELOPER'S RIGHTS. It is acknowledged that the performance by the Association of its duties hereunder and the exercise of its rights is for the benefit of the owners of the lots subject to these restrictions as well as for the benefit of the Developer. Accordingly, if the Association shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, Developer, in its own name or in the name of the Association shall have the right to perform any of the Association's duties and to exercise any of the Association's rights arising out of or made necessary by the performance of such duties.

16. HEADINGS. The headings contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Owner and Developer, has caused this instrument to be executed this 27 day of July, 1981.

Signed, Sealed and Delivered
in the Presence of:

CREATIVE BUILDERS OF LAKE LAND, INC.

Nancy Ann Clifford
Diane K. Spindler

By: Larry E. Glenn (SEAL)
Larry E. Glenn, President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, personally appeared LARRY E. GLENN, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named Creative Builders of Lakeland, Inc., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such President of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27th day of July, 1981.



FILED, RECORDED AND
RECORD VERIFIED
BY Bud DIXON, Ck. Cr. Cl.
POLK COUNTY, FLA.
D.G.

Nancy Ann Clifford
Notary Public
My Commission Expires:

- 10 -

This Instrument was prepared by:

JAMES D. MURRAY, Attorney
2600 Industrial Park Dr., Suite C
Lakeland, Florida 33801

POLK363148

Notary Public, State Of Florida At Large
My Commission Expires July 23, 1982
Bonded By Reserve Insurance Co.

(O.R. BOOK 2045 Page 559)

1. REGULATIONS. Reasonable regulations concerning the use of the pool, clubhouse, and all other recreational facilities may be made and amended from time to time by the Board of Directors of the Association, or a special committee appointed for that purpose.
2. PROVISIO. Provided, however, that until Developer has completed and sold all of the existing residences of the Development, neither the record Owners nor the Association nor the use of the community area shall interfere with the completion or the contemplated improvements and the sales of the residences. Developer may make such use of the unsold residences, clubhouse, pool, clubhouse guest parking, and all other recreational facilities as may facilitate such completion and sales, including but not limited to maintenance of a sales office, promotional activities, the showing of the property and the display of signs. Clubhouse guest parking is for the use of sales parking only until Developer has completed and sold the last unit. Residents may not display for sale or rent signs on their improved lot until Developer has completed and sold the last unit.
3. LEASES, SUB-LEASES AND ASSIGNMENTS TO BE APPROVED BY ASSOCIATION: Any leases, sub-leases or assignments of the record Owner's interest shall be subject to the prior approval of the Association, its Board of Directors, or a special committee appointed for that purpose. No lease shall be approved for less than a period of three months.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Owner and Developer, has caused this instrument to be executed the 17th day of December, 1982.

Signed, Sealed and Delivered in the Presence of:

CREATIVE BUILDERS OF LAKE LAND, INC.

BY Larry E. Glenn (SEAL)
Larry E. Glenn, President

Beverly L. Johnson

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, personally appeared Larry E. Glenn, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named Creative Builders of Lakeland, Inc., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such President of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 17th day of December, 1982.



FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Gr. Ct.
POLK COUNTY, FLA.
BY [Signature] D.C.

POLK 471365

1982 DEC 17 PM 3:45

THIS INSTRUMENT WAS PREPARED BY
R-Larry E. Glenn
107 Lakeland Ave., Lakeland, FL 33803

Beverly L. Johnson
Notary Public
My Commission Expires: 1/1/85

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1984 DEC 21 PM 2:53

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SECOND AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS OF
CYPRESS LANDING

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FOUR OFFICIALS HAVE

THIS SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, is hereby amended by the Developer, Creative Builders of Lakeland, Inc., as follows:

1. That the following described property is hereby added to and specifically made subject to the Declaration of Restrictive Covenants and Conditions of Cypress Landing as amended:

Cypress Landing, Phase II, as per plat thereof recorded in Plat Book 77, page 49, public records of Polk County, Florida.

2. Maintenance of Fences. All fences constructed by the Developer and parallel to Cypress Gardens Road shall be maintained by the Association at the expense of the Association, and shall not be removed either by any lot owner or by the Association. All fences installed by the Developer which are not parallel to Cypress Gardens Road shall be maintained by the owner of the lot on which the fence is located and shall not be removed by the lot owner.

3. Entry Way. The entry way consisting of wall, planters and signs located on Lots 19 and 20, Cypress Landing, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida, shall not be removed by any party and shall be maintained by the Association at its expense.

4. Wells. The wells, pump, well equipment, tanks and pumphouse located on a portion of Lots 18 and 19, Cypress Landing, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida, shall be maintained at the expense of the Association and shall not be removed or damaged by any party. Irrigation lines and other utility lines may be installed and maintained on the lots located in Cypress Landing, Phase I and Phase II, as the Developer and/or the Association finds to be appropriate.

PREPARED BY: STEPHEN F. BAKER
ATTORNEY AT LAW
565 AVE. K, S.E.
WINTER HAVEN, FLORIDA 33880

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SERVICE COURIER TO
STEPHEN BAKER, OFFICE BOX

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5. Ingress and Egress for Repairs and Maintenance. The Association shall have a right of ingress and egress across any lot to repair or maintain the fences, signs, planters, wells, roads, utilities and drainage easements located thereon.

6. Park. Lot 23, Cypress Landing, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida, is hereby designated as a park area and no residential or commercial building or permanent structure of any kind shall be constructed or maintained on the property. Signs, walls, benches, gazebos and similar structures presently located on the premises or to be placed on the premises in the future shall be allowed provided said improvements conform to the use of this lot as a park. This lot shall be landscaped by the Association which shall be responsible for all future maintenance of said lot.

7. House Numbers. House numbers may be installed on any house provided that they are installed in a consistent location, color and style which must be approved in advance by the Developer and/or the Association.

8. Window Coverings. Each house shall have proper window coverings which must have a mutual exterior appearance which will conform to the appearance of the surrounding houses.

9. Control of Association. The Developer shall be entitled a majority vote in the affairs of the Association until such time as the Developer has relinquished all fee simple title to any interest in and to any portion of the premises described in the Declaration of Restrictive Covenants and Conditions of this Second Amendment to Restrictive Covenants and Conditions of Cypress Landing.

10. Except as specifically modified herein, the original restrictive covenants and conditions recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, and the Amendment thereto recorded in Official Records Book 2123, page 317, public records of Polk County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Developer,
has caused this instrument to be executed this 20TH day of
DECEMBER, 1984.

Signed, Sealed and Delivered
in the Presence of:

Billy L. Mason
Carol A. Benson

CREATIVE BUILDERS OF LAKE LAND, INC.

BY: Larry E. Glenn
LARRY E. GLENN, President

STATE OF FLORIDA

COUNTY OF POLK

Before me personally appeared LARRY E. GLENN, to me well known and
known to me to be the individual described in and who executed the
foregoing instrument as President of the above named Creative Builders of
Lakeland, Inc., a corporation, and acknowledged to and before me that he
executed such instrument as such President of said corporation, and that
said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of

December, 1984.



Carol A. Benson
NOTARY PUBLIC

My commission expires: 7/10/85

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY nge D.G.

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POLK CO. REC. PAGE

THIRD AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS OF
CYPRESS LANDING

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THIS THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING is executed by the Developer, Creative Builders of Lakeland, Inc., to amend that certain Declaration of Restrictive Covenants and Conditions of Cypress Landing which are recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, as follows:

1. The following described property is hereby added to and specifically made subject to the Declaration of Restrictive Covenants and Conditions of Cypress as amended:

Cypress Landing, Phase III, legally described as the South 420 feet of the SW 1/4 of the NW 1/4 of Section 1, Township 29 South, Range 26 East, Polk County, Florida.

2. Except as specifically modified herein, the original Restrictive Covenants and Conditions recorded in Official Records Book 2045, page 550, the First Amendment thereto recorded in Official Records Book 2123, page 317, and the Second Amendment thereto recorded in Official Records Book 2291*, page 1374, public records of Polk County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Developer, has caused this instrument to be executed this 5th day of June, 1985.

Signed, Sealed and Delivered
in the Presence of:

Carol Benson

CREATIVE BUILDERS OF LAKELAND, INC.

Linda E. Harrison

BY:

Larry E. Glenn
LARRY E. GLENN, President

STATE OF FLORIDA

COUNTY OF POLK

Before me personally appeared LARRY E. GLENN, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named CREATIVE BUILDERS OF LAKELAND, INC., a corporation, and acknowledged to and before me that

*THIS THIRD AMENDMENT IS BEING RE-RECORDED TO CORRECT O.R. BOOK NUMBER.

Prepared by: Stephen F. Baker, Attorney
565 Avenue K, S.E.
Winter Haven, FL 33880

RETURN BY ATTORNEY'S TITLE
SERVICE COURIER TO
STEPHEN BAKER, OFFICE BOX

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he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 5th day of June, 1985.



Carol L. Benson
NOTARY PUBLIC

My commission expires: 7/20/85

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Ck. Cr. Cl.
POLK COUNTY, FLA.
BY *Jim* D.G.

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Ck. Cr. Cl.
POLK COUNTY, FLA.
BY *[Signature]* D.G.

FOURTH AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS OF
CYPRESS LANDING

THIS FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, is hereby amended by the Developer, Creative Builders of Lakeland, Inc., as follows:

1. CONTROL OF THE ASSOCIATION. The Developer shall be entitled to a majority vote in the affairs of the Association until such time as the Developer has conveyed or sold 75% of the lots located within Cypress Landing Phases I and II to individual lot owners or upon the voluntarily relinquishment of control by the Developer to the members, whichever occurs first. Within thirty (30) days of the date that either of the foregoing contingencies should take place, the Developer shall call a meeting of the membership of the Association for the election of a new Board of Directors.

2. Except as specifically modified herein, the original Restrictive Covenants and Conditions recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, and the subsequent amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Developer, has caused this instrument to be executed this 30th day of December, 1985.

Signed, Sealed and Delivered
in the Presence of:

01/15/85

DEPT 15 9.00
15549 #
CHECKS 9.00
3348A

CREATIVE BUILDERS OF LAKE LAND, INC.

BY: Larry E. Glenn
LARRY E. GLENN, President

STATE OF FLORIDA
COUNTY OF POLK

Before me personally appeared LARRY E. GLENN, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President of the above named Creative Builders of Lakeland, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such President of said corporation,

1985 JAN 15 AM 9:11

004370

Prepared by: Stephen F. Baker, Attorney
565 Avenue K, S.E.
Winter Haven, FL 33880

RETURN BY ATTORNEY'S TITLE
SERVICE COURIER TO
STEPHEN BAKER, OFFICE BOX

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and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 30th day of December, 1985.



Stephen F. Seal
NOTARY PUBLIC

My commission expires: 4-18-89

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, CLK. Cir. Ct.
POLK COUNTY, FLA.
BY [Signature] D.D.

4/1030

2435 0709
POLK OFF. REC. PAGE

FIFTH AMENDMENT TO THE
DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF
CYPRESS LANDING

THIS FIFTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND
CONDITIONS OF CYPRESS LANDING is entered into this 26th day of June,
1986, by the Developer, Creative Builders of Lakeland, Inc., as follows:

W I T N E S S E T H:

WHEREAS, Developer has executed a Declaration of Restrictive
Covenants and Conditions for Cypress Landing which was recorded in
Official Records Book 2045, page 550, public records of Polk County,
Florida, and

WHEREAS, said Declaration has been subsequently amended, and

WHEREAS, pursuant to Paragraph 12 of said Restrictive Covenants and
Conditions, Developer reserved the right to modify the covenants,
restrictions, reservations and servitudes of said Declaration of
Restrictions and Covenants, and

WHEREAS, Developer deems it in the best interest of Cypress Landing
to modify said Declaration with respect to the date upon which control of
Cypress Landing, including all of its phases and additions, be turned over
to the members by the Developer;

NOW, THEREFORE, said Declaration of Restrictive Covenants and
Conditions is hereby modified as follows:

1. CONTROL OF THE ASSOCIATION. The Developer shall be entitled to
a majority vote in the affairs of the Association until June 15, 1988.
However, the Developer reserves the right to extend its control beyond June
15, 1988 should the Developer find this to be in the best interest of
Cypress Landing.

2. This Fifth Amendment shall take precedence over any and all
previously recorded amendments which may be in conflict herewith.

3. Except as specifically modified herein, the original Declaration
of Restrictive Covenants and Conditions recorded in Official Records Book
2045, page 550, public records of Polk County, Florida, and subsequent
amendments thereto shall remain in full force and effect.

1986 JUL -2 AM 8:52

063933

Prepared by: Stephen F. Baker, Attorney
565 Avenue K, S.E.
Winter Haven, FL 33880

RETURN BY ATTORNEY'S TITLE
SERVICE COURIER TO
STEPHEN BAKER, OFFICE BOX


R 9
CO
PC

IN WITNESS WHERE, Creative Builders of Lakeland, Inc., Developer,
has caused this instrument to be executed this 26th day of June,
1986.

Signed, Sealed and Delivered
in the Presence of:



CREATIVE BUILDERS OF LAKE LAND, INC.

BY: 
LARRY E. GLENN, President

STATE OF FLORIDA
COUNTY OF POLK


Before me personally appeared LARRY E. GLENN to me well known and
known to me to be the individual described in and who executed the
foregoing instrument as President of the above named Creative Builders of
Lakeland, Inc., a corporation, and severally acknowledged to and before me
that he executed such instrument as such President of said corporation,
that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26th day of June, 1986.


NOTARY PUBLIC

My commission expires 4-18-89

FILED 9.00
10741 H
CHECKS 9.00
81684

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY  D.E.

SIXTH AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS OF CYPRESS LANDING

THIS SIXTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING is entered into this 9-23-88 day of SEP, 1988, by the Developer, Creative Builders of Lakeland, Inc., as follows:

W I T N E S S E T H :

WHEREAS, Developer has executed a Declaration of Restrictive Covenants and Conditions for Cypress Landing which was recorded in Official Records Book 2045, Page 550, Public Records of Polk County, Florida, and

WHEREAS, said Declaration has been subsequently amended, and

WHEREAS, it is the intent of this Sixth Amendment to provide for the maintenance and upkeep of the perimeter walls and entry way to Phase III of Cypress Landing as recorded in Plat Book 84, Page 5, Public Records of Polk County, Florida.

NOW, THEREFORE, said Declaration of Restrictive Covenants and Conditions is hereby modified as follows:

1. CYPRESS LANDING PHASE III PERIMETER WALLS. The perimeter walls of Cypress Landing Phase III both fronting Cypress Gardens Road on the East side and Amhurst Road on the South side shall not be altered or removed, and shall be maintained by the Cypress Landing Homeowners Association, Inc.

2. CYPRESS LANDING PHASE III ENTRY WAY. The Cypress Landing south entrance located between Lots 43 and 44, Cypress Landing Phase III, consisting of walls, signs, landscaping, and components thereof shall not be removed or altered and shall be maintained by the Cypress Landing Homeowners Association, Inc., at its expense.

3. Except as specifically modified herein, the original Declaration of Restrictive Covenants and Conditions recorded in Official Records Book 2045, Page 550, Public Records of Polk County, Florida, and subsequent amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc. Developer, has caused this instrument to be executed this 23 day of SEP, 1988.

Signed, Sealed and Delivered CREATIVE BUILDERS OF LAKELAND, INC. in the Presence of:

[Signature]
[Signature]

By *[Signature]*
Larry E. Glenn, President

DEPT 15 5.00
DEPT 91 1.00
0517 #
CHECKS 6.00
7316A

09/26/88

STATE OF FLORIDA
COUNTY OF POLK

Before me personally appeared LARRY E. GLENN to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named Creative Builders of Lakeland, Inc., a corporation, and severally acknowledged to and before me that he executed such instrument as such President of said corporation, that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 23rd day of August, 1988.
FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Ck. Cl. Cl.
POLK COUNTY, FLA.
BY *[Signature]* D.C.

[Signature]
Notary Public
My Commission Expires: Jan. 21, 1989
Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1989

This Instrument Prepared By: James D. Murray, Attorney, 2600 Industrial Park Drive, Lakeland, Fl 33801

1988 SEP 26 PM 4: 18

099948

2671 1502
PAGE

SEVENTH AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS OF CYPRESS LANDING

THIS SEVENTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING is entered into this 31st day of October, 1989, by the Developer, Creative Builders of Lakeland, Inc., as follows:

W I T N E S S E T H :

WHEREAS, Developer has executed a Declaration of Restrictive Covenants and Conditions for Cypress Landing which was recorded in Official Records Book 2045, Page 550, Public Records of Polk County, Florida, and

WHEREAS, said Declaration has been subsequently amended, and

WHEREAS, it is the intent of this Seventh Amendment to provide for an easement for roof overhangs; a maintenance easement; and to provide for a utility building within which to be able to store machinery, equipment, and materials used in Cypress Landing Subdivision, and

WHEREAS, the Restrictive Covenants and Conditions need to be conformed to the By-Laws and Amendment to Articles of Incorporation.

NOW, THEREFORE, said Declaration of Restrictive Covenants and Conditions is hereby modified as follows:

1. All lots which have an adjacent lot with a zero foot side set back requirement are subject to a 24" roof overhang encroachment easement and a 5' ingress and egress easement for said adjacent lot owner's building maintenance.

2. The Cypress Landing Homeowners Association, Inc., (Association) may build a utility building within which to store machinery, equipment, and materials used by Developer and the Association in the construction and maintenance of Cypress Landing Subdivision. Said building shall be located in the southeast corner of the designated recreation area in the northwest corner of Cypress Landing Phase I.

3. The Association shall be responsible for the maintenance of the Storm Water Management System in Cypress Landing Phase III, in compliance with the Southwest Florida Water Management District rules and regulations. The Association shall have the right of ingress and egress through individual lot owner's property where necessary to maintain said Storm Water Management System. Lot owners shall not in any way change, alter or otherwise modify the slope(s) of the drainage easements.

4. Developer, Creative Builders of Lakeland, Inc., and/or its assigns, shall have 100% of the voting power of the corporation until Developer sells the final lot located within any and all phases of Cypress Landing Subdivision or when the Developer, at its sole discretion, relinquishes control to the members.

5. This Seventh Amendment shall take precedence over any and all previously recorded amendments which may be in conflict herewith.

6. Except as specifically modified herein, the original Declaration of Restrictive Covenants and Conditions recorded in Official Records Book 2045, Page 550, Public Records of Polk County, Florida, and subsequent amendments thereto shall remain in full force and effect.

1989 NOV -3 AM 9:27

121716

RECORD AND RETURN TO: James D. Murray, Attorney
2600 Industrial Park Drive
Lakeland, FL 33801
Del

2793 1877
POLK OFF. REC. PAGE

10/31

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc.,
Developer, has caused this instrument to be executed this 31st
day of October, 1989.

Signed, Sealed and Delivered CREATIV BUILDERS OF LAKELAND, INC.
in the Presence of:

James D. Murray
Bruce L. Goddard

By: Larry E. Glenn
Larry E. Glenn, President

STATE OF FLORIDA
COUNTY OF POLK

Before me personally appeared LARRY E. GLENN to me well
known and known to me to be the individual described in and who
executed the foregoing instrument as President of the above named
Creative Builders of Lakeland, Inc., a corporation, and severally
acknowledged to and before me that he executed such instrument as
such President of said corporation, that said instrument is the
free act and deed of said corporation.

WITNESS my hand and official seal this 31st day of
October, 1989.



Bruce L. Goddard
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1993

This Instrument Prepared By:
James D. Murray, Attorney
2600 Industrial Park Drive
Lakeland, FL 33801

2793 1878
POLK OFF. REC. PAGE

DEPT 15 9.00
DEPT 91 1.50
817 #
CHECKS 10.50
4851A

11/03/89

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, CLK. CH. CL.
POLK COUNTY, FLA.
BY 4/25 - D.C.

INSTR # 98179244
OR BK 04141 PG 0176

RECORDED 12/02/98 04:34 PM

COVERMAN: RICHARD M.

POLK COUNTY
DEPUTY CLERK J Ford

EIGHTH AMENDMENT TO RESTRICTIVE COVENANTS, POLK COUNTY, IOWA
AND CONDITIONS OF CYPRESS LANDING

THIS EIGHTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING is entered into this 31st day of July, 1998, by the Developer, Creative Builders of Lakeland, Inc., as follows:

WITNESSETH:

WHEREAS, the Developer has executed a Declaration of Restrictive Covenants and Conditions for Cypress Landing which was recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, and

WHEREAS, said Declaration has been subsequently amended, and

WHEREAS, it is the intent of this Eighth Amendment to document that the Developer, Creative Builders of Lakeland, Inc., has in its sole discretion relinquished 100% of the voting power of the corporation as is evidenced by the Amendment to By-Laws of Cypress Landing Homeowners Association, Inc. executed this date, and

WHEREAS, the Restrictive Covenants and Conditions need to be conformed to the By-Laws and Amendment to Articles of Incorporation.

NOW, THEREFORE, said Declaration of Restrictive Covenants and Conditions is hereby modified as follows:

1. Paragraph 4 of the Seventh Amendment to Restrictive Covenants and Conditions of Cypress Landing dated October 31, 1989, and recorded November 3, 1989 in Official Records Book 2793, page 1877, public records of Polk County, Florida, be and the same is hereby deleted and is of no further force or effect.
2. It is the manifest intention of the Developer that 100% of the voting power of the corporation be relinquished to the lot owners.

R - Labeled - structure - structure, Atty.

3. This Eighth Amendment shall take precedence over any and all previously recorded amendments which may be in conflict herewith.

4. Except as specifically modified herein, the original Declaration of Restrictive Covenants and Conditions recorded in Official Records Book 2045, page 550, public records of Polk County, Florida, and subsequent amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Creative Builders of Lakeland, Inc., Developer, has caused this instrument to be executed this 31st day of July, 1998.

Signed, Sealed and Delivered
in the Presence of:

CREATIVE BUILDERS OF LAKE LAND, INC.

Inis P. Candell By: Larry E. Glenn, President
Mayor Larry E. Glenn, President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared this 31st day of July, 1998, LARRY E. GLENN, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument as President of Creative Builders of Lakeland, Inc., a Florida corporation, and who acknowledged before me that he executed same for the purposes therein expressed.



Beth Jones
My Commission CC879888
Expires Jul. 30, 2000

Beth Jones
Notary Public

Print Name Beth Jones

My Commission Expires _____

My Commission Number is _____

INSTR # 2001005743
OR EX 04607 PG 0116
RECORDED 01/10/2001 11:44 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK p vaughan

Return to:
Thomas C. Floyd, Esq.
Floyd & Sammons, P.A.
1552 Sixth Street SE
Winter Haven FL 33880

THIS NINTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING is entered into effective as of the 16th day of October, 2000, by Cypress Landing Homeowners Association, Inc. as follows:

WHEREAS, a Declaration of Restrictive Covenants and Conditions for Cypress Landing was recorded on October 9, 1981, in Official Records Book 2045, at page 550, in the Public Records of Polk County, Florida, and

WHEREAS, the undersigned secretary of Cypress Landing Homeowners Association, Inc. does hereby certify that seventy-five percent or more of the owners of lots located in Cypress Landing did, in a duly held election under proper notice as provided by the by-laws of the Corporation, approve the following modifications to the above-described Declaration of Restrictive Covenants and Conditions and certain Amendments thereto.

With reference to the Declaration of Restrictive Covenants and Conditions as recorded on October 9, 1981, in Official Records Book 2045, at page 550, in the public records of Polk County, Florida:

1. Paragraph number 2.(d) thereof is replaced by the following language: "Vehicles should be kept inside garages so as to maintain a neat and uncluttered appearance to homeowners' driveways and homes. The over-night parking of a second vehicle, or a custom van too large to fit in a garage, but used on a daily basis, may

be in the driveway or in the off-street parking areas (limit one vehicle per household). Commercial utility trailers and RVs too large for the garage shall be kept off Cypress Landing premises. The storage of RVs, automobiles, trucks, SUVs, commercial vehicles, utility trailers or watercraft is strictly prohibited in either driveways or off-street parking areas. All boats and boat trailers shall be registered with the Waterfront Committee and kept in either the Boat Storage Area, an assigned boat slip, or in storage off the premises. Residents are encouraged to keep their garage doors - including screened doors - closed for improved security and appearance, except for the purpose of entering or leaving the garage. No on-street or in-the-yard parking allowed for any vehicle at any time by residents or visitors. The only exception will be for utility and service industry vehicles on official business."

2. Paragraph number 2.(e) thereof is replaced by the following language:
"Construction and erection of new or replacement walls, fences and like structures is not permitted without approval of the Association Architectural Committee".
3. The first sentence of Paragraph number 2.(f) thereof is replaced by the following language: "No exterior antennas of any kind are allowed on the premises, except for satellite dishes, as approved by the Association Architectural Committee".
4. The last sentence of Paragraph number 2.(g) thereof is deleted.
5. Paragraph number 2.(h) thereof is replaced by the following language: "Garbage containers shall not be kept outside of residences or garages except for the purpose of refuse pickup. Garbage disposal shall be governed by the Association and the County approved refuse collector rules and regulations".
6. Paragraph number 2.(i) thereof is replaced by the following language: "An improved lot owner, not initially purchasing a screen porch or a fireplace, may add one at a later date provided that it complies with the plans and specifications of the Developer, is approved in writing by the Association and is completed promptly after approval. Any other new construction or alteration to the exterior of any existing residence shall be permitted only with the approval of the Association, and with evidence of an approved Polk County building permit."
7. Paragraph number 2.(k) thereof is replaced by the following language: "There shall be no outside storage of any materials, equipment, supplies, junk or other items on any improved lot. Items such as portable gas grills, LP gas or water softening cylinders, or other like equipment may be stored away from the street view of each home, provided it is properly covered or screened."
8. Paragraph number 2.(l) thereof is replaced by the following language: "The exterior woodwork of the homes is cedar and no application of any materials will be permitted so as to distort the architectural themeing of the weathered

appearance. The exterior of the home is painted stucco and all repainting of walls and trim shall be with the approved colors as selected by the Association. In addition, roofing shall conform in color and style to the standards as selected by the Association. Refinishing of walks and driveways must comply with Association standards, with homeowners application through the Architectural Committee. Following these guidelines will insure the continuity of the architectural theme of Cypress Landing."

9. The second sentence of Paragraph number 3.(b) thereof is deleted.
10. Paragraph number 3.(c) thereof is replaced with the following language: "The Association shall have the right to maintain the exterior of any unit should the owner fail to make such maintenance. Maintenance shall include appropriate landscaping and care. The Architectural Committee shall have the authority to determine when such maintenance shall be done by the Association, and the Board shall have the authority to impose a lien upon the owner's property for the maintenance services it renders."
11. Paragraph number 5 thereof is replaced with the following language: "PETS. No livestock, fowl or other animals or living creatures, other than those commonly classified as "pets" such as dogs, cats, fish or caged birds may be kept in or upon any lot or building thereon. These pets are only permitted as house pets. Yard pets and those kept outdoors are not permitted. Pets shall not be bred for any commercial purpose and shall not be permitted to trespass on any other lot save that belonging to the owner of the pet. Pet owners shall be considerate of their neighbors and must pick up their pets' excrement when walking their pets. All dogs must be on a leash, and all other animals under the control of their owner when outside their owner's improved lot."
12. Paragraph number 7.(b) thereof is replaced with the following language: "The owner of each improved lot shall pay to the Association property improvement fees to cover the cost of maintenance and operation of the various common areas, including the clubhouse, recreational facilities, boat ramp on the lake front area, roadways, landscaping and lighting of the said property and properties owned and maintained by the Association for the private use and benefit of the property owners. Said fee shall also cover the cost of insurance, taxes and other Association expenses. Provided however, improved lots owned by Developer shall be exempt until sold, rented or leased.
13. Paragraph number 7.(c) thereof is replaced with the following language: "Assessments shall be payable in equal quarterly installments in advance by each improved lot owner to the Association. Association members are to be given notice of any Board of Directors meeting where an increase in assessments or dues is to be proposed. Each owner of an improved lot in Cypress Landing agrees that such assessments are reasonable and necessary, and further that delinquency in

payments shall result in late fees, and/or a lien against the owner's improved lot, and further that the Association may deny the owner the use of the facilities. The lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages upon real property. The lien shall attach and become effective after the recording of a Claim of Lien in the public records of Polk County, Florida, which states the description of the lot, the name of the record owner, the amount due and the date when due, and a lien shall continue in effect until all sums secured by the lien have been fully paid. Such lien shall bear interest at the legal rate of interest from date of recording until paid. Except for interest, such Claims of Lien shall include only unpaid assessments which are due and payable to the Association when the Claim of Lien is recorded and the cost of exterior building maintenance, mowing and landscape maintenance in order to maintain the architectural integrity and themeing in the community, together with all cost incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorneys' fees. Upon full payment, the improved lot owner shall be entitled to a recordable satisfaction of lien. The lien shall, however, be subordinate to the lien of a mortgage or other lien held by an institutional lender recorded prior to the time of recording the claim of Lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a certificate of title as a result of foreclosure, the recording of said deed in lieu of foreclosure or certificate of title shall operate to release this subordinate Claim of Lien. A suit to recover a money judgment for an unpaid assessment may be maintained at the option of the Association without waiving the lien securing the same.

14. Paragraph number 7.(d) thereof shall be replaced by the following language: "The "Association Architectural Committee" shall consist of at least three and no more than five members selected by the Board. Any person desiring approval of any plans or specifications shall submit the same addressed to the Architectural Committee at the office of the Association in Winter Haven, Florida. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by the Committee within thirty (30) days from the receipt thereof by the Committee. In the event the Committee disapproves any proposed structure, exterior change or alteration, the Committee shall state with specificity the reasons for the disapproval. The persons receiving the denial have a right of appeal to the Board, who may override the Committee's decision. This appeal must be acted upon by the Board at their next regular meeting."
15. Paragraph number 9 thereof shall be replaced by the following language: "ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any lot owner in the subdivision or by the Association. Failure to enforce any of the foregoing restrictions shall not be deemed a waiver to the right to do so thereafter."
16. The third sentence of Paragraph number 12 thereof shall be replaced by the following language: "These restrictive covenants and conditions may be altered,

amended or rescinded at any duly called meeting of the members, provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of seventy-five percent (75%) of the qualified voting members of the corporation, present or by proxy."

With reference to the first amendment to the said Declaration of Restrictive Covenants and Conditions for Cypress Landing, which first amendment was recorded on December 17, 1982, in Official Records Book 2123, at page 317, in the public records of Polk County, Florida:

1. Paragraph number 2 thereof is deleted.

With reference to the second amendment to the said Declaration of Restrictive Covenants and Conditions for Cypress Landing, which second amendment was recorded in Official Records Book 2291, at page 1374, in the public records of Polk County, Florida:

1. Paragraph number 2 thereof is replaced by the following language: "Maintenance of Fences. It is the Association's obligation to maintain all Developer installed perimeter walls, along with the existing interior masonry-stucco street corner and parking area walls. All wood fences installed by the Developer or homeowners shall be maintained by the lot owners on which the fence is located on a "proportionally shared basis", and shall not be removed by the lot owners."

This Ninth Amendment shall take precedence over any and all previously recorded amendments which may be in conflict herewith.


Except as specifically modified herein, the original Declaration of Restrictive Covenants and conditions which was recorded on October 9, 1981, in Official Records Book 2045, at page 550, in the Public Records of Polk County, Florida, and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, Cypress Landing Homeowners Association, Inc., as authorized by its Board of Directors, has caused this document to be executed this 14th day of December, 2000.

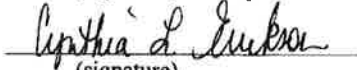
CYPRESS LANDING HOMEOWNERS
ASSOCIATION, INC.


BY:

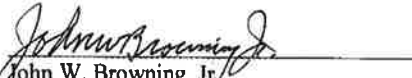
WITNESSES:

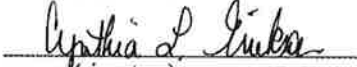

(signature)

Harry E. White
Its: President


(signature)


(signature)

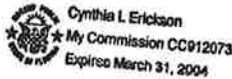

John W. Browning, Jr.
Its: Secretary

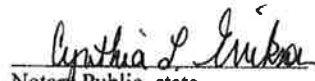

(signature)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by Harry E. White, President of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a (driver's license) as identification and did take an oath.

My Commission Expires:

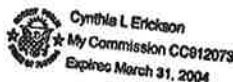


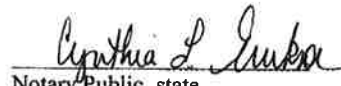

Notary Public, state
of Florida, at large
print name:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by John W. Browning, Jr., Secretary of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a (driver's license) as identification and did take an oath.

My Commission Expires:




Notary Public, state
of Florida, at large
print name:

Prepared by:

R-
BOX
Robert C. Chilton, Esq.
Sharit, Bunn & Chilton, P.A.
P.O. Box 9498
Winter Haven, FL 33883
(863) 293-5000

**AMENDED NOTICE REGARDING NINTH AMENDMENT TO
THE RESTRICTIVE COVENANTS AND CONDITIONS OF CYPRESS LANDING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as authorized by the Board of Directors of Cypress Landing Homeowners Association, Inc., does hereby, on behalf of said association, file this notice concerning a purported 9th amendment to the original Declaration of Restrictive Covenants and Conditions governing Cypress Landing.

WHEREAS, Cypress Landing Homeowners Association, Inc. is a Florida not-for-profit corporation and a homeowners association formed and operated in accordance with Chapters 617 and 720 of the Florida Statutes;

WHEREAS, a Declaration of Restrictive Covenants and Conditions for Cypress Landing was recorded on October 9, 1981 in O.R. Book 2045, Pages 550-559 of the public records of Polk County, Florida;

WHEREAS, between 1981 and 1999, the original Declaration has been amended eight times:

<u>Document</u>	<u>O.R. Book</u>	<u>Page(s)</u>	<u>Recordation Date</u>
1 st Amendment	2123	317	12/17/82 -
2 nd Amendment	2291	1374-1376	12/21/84
3 rd Amendment	2333	2095-2096	06/10/85
3 rd Amendment (re-record)	2358	2193-2194	09/18/85
4 th Amendment	2389	1755-1756	01/18/86
5 th Amendment	2435	709-710	07/02/86 -
6 th Amendment	2671	1502	09/26/88
7 th Amendment	2793	1877-1878	11/03/89
8 th Amendment	4141	176-177	12/02/98

WHEREAS, the real property subject to the original Declaration, through its 8th amendment, is more fully described within the documents listed above and includes:

Cypress Landing, Phase I, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida

Cypress Landing, Phase II, as per plat thereof recorded in Plat Book 77, page 49, public records of Polk County, Florida.

Cypress Landing, Phase III, as per plat thereof recorded in Plat Book 84, page 5, public records of Polk County, Florida.

WHEREAS, a purported 9th amendment to the original Declaration was recorded on January 10, 2001 at O.R. Book 4607, Pages 116-121 of the public records of Polk County, Florida;

WHEREAS, the purported 9th amendment to the original Declaration was not properly approved pursuant to the original Declaration, as amended, and the requirements of Florida law;

WHEREAS, the original "Notice Regarding Ninth Amendment to the Restrictive Covenants and Conditions of Cypress Landing" which was recorded on October 24, 2006, in O.R. Book 7023, page 1104, incorrectly lists the O.R. Book designation for the 2nd Amendment and 5th Amendment, which have been corrected in this notice.

NOW THEREFORE, Cypress Landing Homeowners Association, Inc., by and through its duly constituted board of directors, hereby executes and records this notice to clarify the validity of the purported 9th amendment to the original Declaration.

1. The purported 9th amendment to the original Declaration is a nullity and of no effect.

2. The purported 9th amendment to the original Declaration was not approved by a sufficient number of homeowners, as required by Cypress Landing's original Declaration, as amended, and Florida law.

3. There was no quorum of members at the meeting at which the purported 9th amendment to the original Declaration was considered.

4. The notice requirements set forth in the original Declaration, as amended, and those required by Florida law, were not followed with respect to the meeting at which the purported 9th amendment to the original Declaration was considered.

5. The original Declaration, as amended through the 8th amendment, is the Declaration of Restrictive Covenants and Conditions governing Cypress Landing.

IN WITNESS WHEREOF, Cypress Landing Homeowners Association, Inc., as authorized by its Board of Directors, has caused this document to be executed this 27th day of June, 2007.

Signed, Sealed and Delivered
in the Presence of:

Carmine K. Radich
Carmine K. Radich
Print/Type Name of Witness

Max Karna
Max Karna
Print/Type Name of Witness

**Cypress Landing Homeowners Association,
Inc.**

By:
Printed Name:
As its:
Address:

Arthur D. Albin
Arthur D. Albin
President
3954 Cypress Landing W.
Winter Haven, FL 33884


**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged and sworn to before me this 27th day of June, 2007, by Arthur D. Albin, as President of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification and who did take and oath.

Patricia A. Eannelli
Notary Public, State of Florida



Prepared by:

 Robert C. Chilton, Esq.
Sharit, Bunn & Chilton, P.A.
P.O. Box 9498
Winter Haven, FL 33883
(863) 293-5000

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS, THE ARTICLES OF INCORPORATION AND THE
BYLAWS OF CYPRESS LANDING HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Vice President of Cypress Landing Homeowners Association, Inc. (hereinafter "Cypress Landing"), a Florida corporation not-for-profit and a Chapter 720, Fla. Stat., homeowners association, hereby certifies the below-listed amendments to the Cypress Landing Declaration of Restrictive Covenants and Conditions (hereinafter "Declaration"), Articles of Incorporation and Bylaws.

WHEREAS, the original Declaration was recorded on October 9, 1981 in O.R. Book 2045, Pages 550-559 of the public records of Polk County, Florida;

WHEREAS, from time to time, the Declaration, Articles of Incorporation and Bylaws have been amended;

WHEREAS, all of the real property described in the Declaration shall be bound by the effect of this amendment; and

WHEREAS, all other terms, conditions, provisions, covenants, easements, and restrictions stated in the Declaration shall remain in full force and effect; and

WHEREAS, the amendments contained herein have been approved by not less than eighty percent (80%) of the total voting interest of Cypress Landing at a duly noticed meeting wherein a quorum was present.

NOW THEREFORE, the undersigned hereby certifies that the following amendments were considered, approved and adopted by not less than eighty percent (80%) of the total voting interest of Cypress Landing:

1. Article X of the Bylaws was deleted in its entirety and the following inserted in its stead:

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

2. Article X of the Articles of Incorporation was deleted in its entirety and the following inserted in its stead:

BY-LAWS: The By-Laws of this corporation may be altered, amended, or rescinded as provided for in the By-Laws.

3. The last sentence of Article XI § 1 of the Articles of Incorporation was deleted and the following inserted in its stead:

These Articles of Incorporation may be altered, amended or rescinded at any duly called meeting of the members, provided that a quorum is in attendance in person or via proxy, and there be an affirmative vote of sixty percent (60%) of the total voting interest of the association. At said meeting, members may vote in person, by proxy or via absentee ballot.

4. Article XIII of the Bylaws was deleted in its entirety and the following inserted in its stead:

The Bylaws of this Corporation may be altered, amended or rescinded at any duly called meeting of the members, provided that a notice of the meeting containing a full statement of the proposed amendment be sent to each member at least fourteen (14) days prior to said meeting, a quorum is in attendance and there be an affirmative vote of sixty percent (60%) of the total voting interest of the association. At said meeting, members may vote in person, by proxy or via absentee ballot.

5. Article 12 of the Declaration was deleted in its entirety and the following inserted in its stead:

12. RIGHT TO MODIFY. These RESTRICTIVE COVENANTS AND CONDITIONS may be altered, amended or rescinded at any duly called meeting of the members, provided that a notice of the meeting containing a full statement of the proposed amendment be sent to each member at least fourteen (14) days prior to said meeting, a quorum is in attendance, and there be an affirmative vote of sixty percent (60%) of the total voting interest of the association. At said meeting, members may vote in person, by proxy or via absentee ballot. Any such change shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the public records of Polk County, Florida.

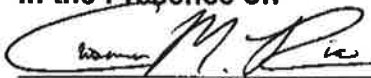
6. The first sentence of Article III § 1 of the Bylaws was deleted in its entirety and the following inserted in its stead:

Section 1: Annual Meeting. Prior to 2009, an annual meeting of the members shall be held at the office of the corporation on the 15th day of June of each year, beginning with the year 1982 at the hour of 2:00 o'clock P.M., for the purpose of selecting Directors and for the transaction of such other business as may come before the meeting. Starting in 2009 and thereafter, the annual meeting of the members shall be held at the office of the corporation on the second Saturday of February at an hour selected by the Board.

ALL OTHER TERMS, PROVISIONS, CONDITIONS, COVENANTS, EASEMENTS, AND RESTRICTIONS OF THE SUBJECT DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, SUSAN REINHARDT as Vice President of Cypress Landing Homeowners Association, Inc. has caused this instrument to be executed this 12th day of March, 2008.

Signed, Sealed and Delivered
in the Presence of:



Christopher M. Rice

Print/Type Name of Witness




Cynthia McIlwain

Print/Type Name of Witness

Cypress Landing Homeowners Association,
Inc.

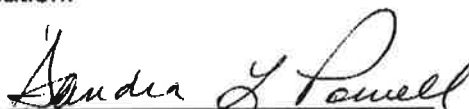
By:
Printed Name:
As its:
Address:



Susan Reinhardt
Vice President
3954 Cypress Landing W.
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged and sworn to before me this 12th day of March, 2008, by SUSAN REINHARDT, as Vice President of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who produced her driver's license and identification.



Notary Public, State of Florida

Prepared by:
Robert C. Chilton
Sharit, Bunn & Chilton, P.A.
P.O. Box 9498
Winter Haven, FL 33883-9498

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS AND
CONDITIONS FOR CYPRESS LANDING**

This Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing is made on January 24, 2009, by the homeowners of Cypress Landing and Cypress Landing Homeowners Association, Inc., a Florida corporation not-for-profit ("Declarants").

STATEMENT OF PURPOSE

A. Declarants are, collectively, the owners of all the property within Cypress Landing, which is shown on the plats recorded at Plat Book 72, Page 11 ("Cypress Landing Phase One Plat"), Plat Book 77, Page 49 ("Cypress Landing Phase Two Plat") and Plat Book 84, Page 5 ("Cypress Landing Phase Three Plat"), of the public records of Polk County, Florida.

B. The original Restrictive Covenants and Conditions for Cypress Landing was recorded on October 9, 1981 in O.R. Book 2045, Pages 550-559 of the public records of Polk County, Florida.

C. The original developer for Cypress Landing was Creative Builders of Lakeland, Inc., a Florida corporation.

D. From time to time, since 1981, the Restrictive Covenants and Conditions for Cypress Landing have been amended.

E. Declarants desire to amend and restate the Restrictive Covenants and Conditions for Cypress Landing.

NOW THEREFORE, the Declarants hereby establish this Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing which will run with the land and be binding on and inure to the benefit of every owner of property within Cypress Landing.

**ARTICLE I
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State of Florida, as amended from time to time. The Articles are attached hereto as Exhibit A.

1.2 "Assessments" means, collectively, the following:

A. "General Assessment" means the amount charged to each Owner to meet the Association's annual budgeted expenses.

B. "Individual Lot Assessment" means an amount charged to an Owner's individual Lot for any charges and fines particular to that Lot.

C. "Special Assessment" means a charge to each Owner for capital improvements or emergency expenses.

1.3 "Association" means Cypress Landing Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association, as amended from time to time. The Bylaws are attached hereto as Exhibit B.

1.6 "Cypress Landing", "Cypress Landing Subdivision" and "Subdivision" mean the Cypress Landing neighborhood, which is shown on the Plats and to any land later made subject to the Declaration, from time to time.

1.7 "Common Areas", "Common Property" and "Recreation Facilities" mean those tracts of land that are (i) deeded to the Association and designated as Common Areas, Common Property or Recreation Facilities, or (ii) labeled as Common Areas, Common Property or Recreation Facilities on the Plats of Cypress Landing. The terms also mean (i) any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it, or (ii) those areas described in the Plats as Parks, Boat Parking and Boat Ramp, Beach, Pier, Recreation Areas and Retention Areas, together with all improvements and equipment thereon and any subsequent improvements thereto. The terms do not mean any area that is (i) dedicated in the Plats to the county or municipal government or other party other than the Association, or (ii) sold or dedicated by the Association.

1.8 "Declaration" means this Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing, and all supplements and amendments to this Declaration.

1.9 "Drainage System" means all drainage rights of way, retention ponds, drainage facilities, easements, and buffer zones, as shown on the Plats. It also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted by the Florida Administrative Code.

1.10 "Lot" means any lot shown on the Plats along with any improvements constructed on the Lot. The term does not include any portion of the Common Areas.

1.11 "Member" means a member of the Association. Each Owner is a Member.

1.12 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.13 "Owner" means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.14 "Plats" means the three plats of Cypress Landing previously identified as the Cypress Landing Phase One Plat, the Cypress Landing Phase Two Plat and the Cypress Landing Phase Three Plat, as well as the plats of any additional land annexed to and made part of Cypress Landing, from time to time.

1.15 "Rules" means the rules governing the use of the Common Areas and the maintenance, appearance and upkeep of any Lot as promulgated and revised from time to time by the Association through its Board.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 The property subject to this Declaration consists of all the property shown on the Cypress Landing Phase One Plat recorded in Plat Book of 72, Page 11 of the public records of Polk County, Florida, the Cypress Landing Phase Two Plat recorded in Plat Book 77, Page 49 of the public records of Polk County, Florida and the Cypress Landing Phase Three Plat recorded in Plat Book 84, Page 5 of the public records of Polk County, Florida.

2.2 Additional property may be annexed and made subject to the Declaration by the Association through the amendment of this Declaration containing a legal description of the property to be annexed.

ARTICLE III ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the homes and accessory buildings within Cypress Landing are harmonious, the Board (or a Committee appointed by the Board) will review and approve all construction and exterior modifications, remodeling and improvements.

3.1 Architectural Review Procedure.

A. Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Board or Committee.

B. Application. The written plans to be submitted for approval shall include (i) the construction plans and specifications, (ii) a lot site plan or survey showing the improvements; and (iii) such other items as the Board or Committee requires, such as elevations of all proposed improvements. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Board or Committee.

C. Basis for Decision. The Board or Committee, in making its decisions and as permitted by applicable law, may consider purely aesthetic matters that in the sole opinion of the Board or Committee will affect the desirability or suitability of the construction, improvement or modification.

D. Notification of Approval. The Board or Committee must notify an applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

E. Enforcement. If any construction, improvement or modification is undertaken that has not been approved or that deviates from the approved plans, the Association or any Owner may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorneys fees. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.2 Liability. The Board or Committee will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

3.3 Specific Restrictions. The following restrictions shall apply to all Lots; however, the Board or Committee will not be limited to these restrictions when reviewing plans and will have broad discretion in the interpretation of these restrictions.

A. Residential Building. No building may be erected, placed, or permitted to remain on any Lot other than one site built, single-family dwelling with an attached, enclosed garage. No above ground pools are allowed. No dome homes, stilt homes, underground homes, or log homes will be permitted.

B. Building Restriction Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plats.

C. Garages. No garage may be constructed separate and apart from the dwelling. No carports will be permitted.

D. Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be of concrete or other approved material.

E. Exterior Color and Construction. The color and materials of all exterior surfaces will be subject to approval of the Board or Committee. The Board may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films. All construction must be of new materials. No modular or pre-fab construction shall be allowed. No aluminum structures; other than screened area enclosures are permitted.

F. Antennae, Aerials, and Satellite Dishes. Unless otherwise required by law, no exterior antennas or aerials are permitted on any lot except satellite dishes, which must be maintained in a state of good repair.

G. Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television must be run underground from the connecting point therefrom to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Board or Committee.

H. Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling or visible from the street shall be constructed or maintained on a Lot.

I. Signs. No sign of any kind shall be displayed to general view on any Lot (whether freestanding, attached to a building, or displayed in a window) except:

(i) Directional, informational or traffic signs installed by the appropriate governmental authority or by the Board;

(ii) One "For Sale" or "For Rent" sign not more than five (5) square feet displayed on a Lot by the Owner or the agent for such Owner;

(iii) Such other signs as are permitted to be displayed pursuant to Florida law or the Rules adopted by the Board.

J. Temporary Structures and Storage Sheds. No structure of a temporary nature, whether a shed, hut, tent, outbuilding or shack, is permitted on a Lot.

K. Non-Interference With Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any easement, entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Common Areas or Drainage System. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same.

3.4 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun.

ARTICLE IV USE OF PROPERTY; INDIVIDUAL LOTS

4.1 Residential Use. No trade, business or commercial building may be erected on any Lot and no trade, business or commercial activity may be conducted on any Lot.

4.2 Maintenance of Exteriors. Each Owner shall at all times maintain the landscaping, the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within five (5) days of notice of violation (given by the Board or Committee) or fails to complete the work within forty-five (45) days of the notice, the Association may effect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality, and value of the neighborhood and the costs of these repairs or maintenance plus a fifteen percent (15%) administrative fee shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five (5) days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association, and its respective

contractors and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to such work.

4.3 Landscaping. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot. All Owners shall maintain their lawn, landscaping and shrubbery in a clean and sightly condition including proper mowing, trimming, edging and pruning of grass, weeds, trees and underbrush.

4.4 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside the dwelling until the evening prior to the day designated for pickup. Trash containers must be returned to the proper storage area as soon as possible after garbage pickup.

4.5 Nuisances. No Owner, tenant, guest or invitee may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner, tenant, guest or invitee may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their tenants, guests or invitees.

4.6 Wheeled Vehicles, Trailers and Watercraft.

A. Except as expressly provided herein, cars, trucks, motorcycles, off-road vehicles, vans, and other wheeled vehicles (hereinafter "Vehicles"), trailers, and watercraft must be kept and parked inside a garage or on the driveway, and not on the streets or other Common Areas.

B. All boats, watercraft and watercraft trailers must be registered with the Association and must be kept inside a garage, in the designated Boat Storage Area or in an assigned boat slip.

C. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight.

D. No Vehicles, boats, watercraft or trailers may be repaired or maintained except within a garage. All Vehicles, trailers, boats and watercraft located within Cypress Landing must be operable and have a current license tag.

E. Guest parking areas may not be used for continuous parking and are for guests only.

F. Clubhouse, pool and dock parking areas are restricted for those then using the clubhouse, pool or dock.

G. No Vehicle, boat, watercraft or trailer may be parked in the yard of any Lot.

H. Vehicles, campers, trailers and RV's too large to be parked in a garage shall not be stored within Cypress Landing.

I. Use of the Boat Storage Area or boat slips, like other Common Areas, is subject to the Rules promulgated by the Board.

4.7 Storage. There shall be no front or side-yard storage of any materials, equipment, supplies or other items on any Lot.

4.8 Pets.

A. An Owner may keep Household Pets at a Lot.

B. "Household Pets" means dogs, cats, or other common domestic animals but does not mean livestock or poultry.

C. All other pets and animals are strictly forbidden to be kept, bred, or maintained within Cypress Landing.

D. In no event may any pet or other animal be kept, bred, or maintained on a Lot for any commercial purpose.

E. Each Owner will be strictly responsible for the behavior of his or her Household Pets, which must be on a leash and under the control of the Owner when not on the Owner's Lot. An Owner may not permit the Household Pet to become a nuisance or annoyance to other Owners or to trespass on any other Lot. Household Pets are not allowed on the Common Areas, except streets.

F. Each Owner will be responsible to immediately collect and dispose of waste and litter from the Owner's pets.

4.9 Leases. No leases, sub-leases or assignments of the Owner's interest in a Lot for a period of less than three months are permitted.

4.10 Compliance with Laws. All Lots must be used and must be maintained in accordance and compliance with all applicable laws, ordinances, and governmental regulations, including, without limitation, all regulations and requirements of the applicable water management district (the "Water Management District") and the Florida Department of Environmental Protection.

ARTICLE V COMMON AREAS

5.1 The Association will own and maintain the Common Areas for the benefit of all Owners.

5.2 Title to Common Areas.

A. Ownership. The Common Areas will be owned by the Association for the benefit of all Owners.

B. Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Areas or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of a majority of the Owners. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

5.3 Maintenance; Management; Contracts.

A. Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Areas and must keep the same attractive, clean, and in good repair in accordance with this Declaration and applicable governmental regulations. The Association's responsibilities under the foregoing sentence include its obligation to maintain all walls, fences and other improvements located on Common Areas.

B. Management Agreements. The Association may contract third parties for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the Assessments.

5.4 Capital Improvements. The Association may make capital improvements to the Common Areas.

5.5 Damage or Destruction of Common Areas by Owner. If any Owner or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner damages any of the Common Areas, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of that Owner and will become an Individual Lot Assessment payable by the responsible Owner.

5.6 Compliance with Laws. The Common Areas may be used and must be maintained in accordance with all applicable laws, ordinances, and governmental regulations, including, without limitation, all regulations and requirements of the Water Management District and the Florida Department of Environmental Protection.

5.7 Drainage System Located in Common Areas. The Association will be responsible for the maintenance, operation, and repair of such portion of the Drainage System as is located on Common Areas. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the Water Management District.

5.8 Limited Use. Use of all Common Areas is restricted to Owners and their tenants, guests and invitees, who must comply with the Declaration, Bylaws, Articles and Rules. The Board, by Rule, may require, among other things, that anyone desiring to make use of all or a portion of the Common Areas apply for and have possession of a Recreation Pass issued by the Association.

5.9 Entry Ways. The entry ways into Cypress Landing are Common Areas and shall be maintained by the Association.

5.10 Wells/Pump. The wells, pump, well equipment, tanks and pump house located on Lots 18 and 19, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida, are Common Areas and shall be maintained by the Association.

5.11 Park. Lot 23, as per plat thereof recorded in Plat Book 72, page 11, public records of Polk County, Florida, is designated as a Common Area park and no residential or commercial building or permanent structure of any kind shall be constructed or maintained thereon. This park shall be maintained by the Association. The Association may place signs, walls, temporary structures and other improvements on or in the park provided said improvements conform to the use of this area as a park.

5.12 Rules. The Board may promulgate reasonable rules for the maintenance, upkeep, appearance and operation of the Common Areas and any Lot.

ARTICLE VI GRANT AND RESERVATION OF EASEMENTS

6.1 Easements in Favor of the Association. The following perpetual easements are reserved for the Association, its successors and assigns:

A. Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to Public Utility Easements as shown on the Plats; across, over, through, and under the Common Areas; ten (10) feet in width along the street.

B. Police Powers: Security. A blanket easement throughout Cypress Landing for police powers and services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

C. All Lots which have an adjacent lot with a zero foot side set back requirement are subject to a 24" roof overhang encroachment easement and a 5' ingress and egress easement for said adjacent lot owner's building maintenance.

ARTICLE VII ASSOCIATION ORGANIZATION

7.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. There shall only be allowed one (1) vote per Lot, said Vote, in the event of joint ownership of a Lot, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

7.3 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws. The terms of the Articles will prevail over any conflicting provisions in the Bylaws.

7.4 Addresses. Each Owner shall provide the Association, in writing, with his/her mailing address if different from the mailing address of the Lot which he/she owns. Each Owner shall immediately notify the Association of any address change.

7.5 Sales. Each Owner shall promptly notify the Association, in writing, if their Lot is offered for Sale and, upon closing, the name and mailing address of the buyer.

ARTICLE VIII COVENANTS TO PAY ASSESSMENTS

8.1 Obligation for Assessments. Declarants covenant for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- A. General Assessment for expenses included in the budget,
 - B. Special Assessments for the purposes provided in this Declaration,
- and
- C. Individual Lot Assessments for any charges and fines particular to that Lot.

8.2 Equitable Division of Assessments. The General Assessment and Special Assessments shall be assessed among all Lots at a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots.

8.2 General Assessment. The Board will set the date or dates the General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

8.3 Special Assessment. The Board may levy, in any fiscal year, a Special Assessment applicable as follows:

A. Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

B. Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

8.4 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges or fines designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses and costs incurred by the Association in enforcing this Declaration.

8.5 Effect of Nonpayment of Fines and Assessments; Remedies.

A. Late Fee and Interest. The Board may impose, as an Individual Lot Assessment, a reasonable late fee on delinquent Assessments. Additionally, interest will accrue at eighteen percent (18%) per annum (or the highest lawful rate if such rate is less than eighteen percent (18%)) on delinquent Assessments.

B. Fines. The Board may, among other things and as provided by law, impose as an Individual Lot Assessment a fine for each day that a violation of this Declaration remains uncured. No fine may be imposed without fourteen (14) days notice to the person sought to be fined and an opportunity for a hearing as provided by law.

C. Personal Obligation. All Assessments, together with any late fees, interests, and costs of collection when delinquent, including reasonable attorneys' fees incurred in collection whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner.

No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

D. Creation of Lien. The Assessment Charge shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure.

E. Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law for money damages against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

F. Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. While the sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien, the Owner, and any subsequent Owner, shall remain obligated for the Assessment Charge that became due before the sale or transfer.

G. Other Remedies. The Association may assess fines and suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid or a violation of this Declaration remains uncured, but only as permitted by law.

8.6 Certificate of Payment. The treasurer of the Association, upon written request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE IX INSURANCE AND INDEMNITY

9.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

9.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the

insurable value (based upon replacement) of the improvements constructed on the Common Areas.

9.3 Public Liability. The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners.

9.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

9.5 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

9.6 Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the Common Areas, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves, if any, for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

ARTICLE X GENERAL PROVISIONS

10.1 The Association and each Owner, as well as that Owner's tenants, guests and invitees, are governed by, and must comply with Florida law, the Declaration, the Bylaws, the Articles and the Rules.

10.2 Incorporation. Any and all deeds or other instruments conveying a Lot, or any interest in a Lot, shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

10.3 Release From Minor Violations. The Board shall have the right, by written resolution, at any time to release a Lot or Owner from minor violations of this Declaration.

10.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by the Association, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or

lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs.

10.5 Notices. Any Notices required to be given to Owners shall be posted and/or delivered as required by law. The Association shall have the right to rely on the address information provided to it by the Owners.

10.6 Amendment.

A. This Declaration may be altered, amended or rescinded at any duly called meeting of the members, provided that a notice of the meeting containing a full statement of the proposed amendment be sent to each member at least fourteen (14) days prior to said meeting, a quorum is in attendance, and there be an affirmative vote of sixty percent (60%) of the total voting interest of the Association. At said meeting, members may vote in person, by proxy or via absentee ballot. Any such change shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the public records of Polk County, Florida.

B. Any amendment to the Declaration that would alter the Drainage System must have the prior approval of the Water Management District.

10.7 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

10.8 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

10.9 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law.

10.10 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit the Association and the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of seventy (70) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one year before the termination of the seventy (70) year period or before each such ten (10) year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the seventy (70) year term or the ten (10) year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, W. Max Rounton, as President of Cypress Landing Homeowners Association, Inc., who certifies that sixty percent (60%) of the total voting interest of the Association has duly approved the foregoing, has caused this instrument to be executed this 26th day of January, 2009.

Signed, Sealed and Delivered
in the Presence of:

Robert C. Chilton
Print/Type Name of Witness

Susan L. Saunders
Print/Type Name of Witness

Cypress Landing Homeowners Association,
Inc.

By:

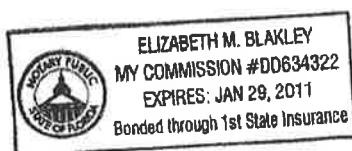
Printed Name:

As its:

W. Max Rounton
President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged and sworn to before me this the 26th day of January, 2009, by W. Max Rounton, as President of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of said corporation, who produced his driver's license as identification.



Elizabeth M. Blakley
Notary Public, State of Florida


**A RESOLUTION OF THE BOARD OF DIRECTORS OF
CYPRESS LANDING HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Board of Directors (hereinafter "Board") of Cypress Landing Homeowners Association, Inc. (hereinafter "Cypress Landing") is empowered by Chapter 720, Florida Statutes and its governing documents to adopt rules and regulations pertaining to the use, maintenance, operation, appearance and upkeep of the neighborhood, Common Areas and Lots (hereinafter "Rules");

WHEREAS, the Board deems it necessary to amend and restate the Rules;

NOW, THEREFORE, be it resolved by the Board, at its meeting held on October 18, 2016, by a vote of 6 to 0, that the Amended and Restates Rules and Regulations of Cypress Landing Homeowners Association, Inc. attached hereto as Exhibit "A" have been adopted and are now in full force and effect.

I, Bernie Smolen, as Secretary of Cypress Landing, hereby certify that the Board, at its duly called and noticed meeting at which a quorum was present held on October 18, 2016, adopted the foregoing resolution. I further certify that notice of this meeting specifying its date, time and location, and stating that Rules would be considered, was duly furnished to homeowners at least 14 days before said meeting. I further certify that a copy of this resolution and Exhibit "A" was mailed to each owner on October 26, 2016.


Bernie Smolen, Secretary

Date

October 18, 2016

EXHIBIT, "A"

AMENDED AND RESTATED RULES AND REGULATIONS OF CYPRESS LANDING HOMEOWNERS ASSOCIATION, INC.*

I. COMPLIANCE WITH FLORIDA LAW

No rule or regulation herein contained may be implemented or enforced in a manner which violates Florida law or the governing documents of Cypress Landing.

II. EXPENDITURE, PURCHASE AND BID GUIDELINE POLICY

- A. The Board reserves the right to modify and/or amend the annual budget.
- B. The responsible Board member and/or chairperson may commit all non-contracted budgeted expenditures as specifically identified in the annual budget. Such expenditures require the dated signature of the responsible Board member and/or chairperson.
- C. The expenditure of all non-emergency or non-budgeted items in excess of \$300.00 requires an affirmative vote by a majority of the Board.
- D. All emergency expenditures in excess of \$300.00 require the approval of the responsible Board member and/or chairperson, and the President or Treasurer prior to the commitment of the funds. All other Board members will be notified of any emergency expenditure at the next Board meeting. Emergencies include conditions that threaten the property of our residents, the health and welfare of the public or community, or otherwise present a major liability to the association and are of such nature that they cannot be responded to in the normal time frame.
- E. All contracts or agreements entered into by the association, including clubhouse cleaning, legal, bookkeeping, lawn care, pest control and lakefront services, require an affirmative vote by a majority of the Board and shall be subject to a renewal review at least every three years. Any written contract or agreement for budgeted expenditures requires the signature of the responsible Board member and/or chairperson and the President.
- F. One-time contract expenditures exceeding \$3,000.00 require three bids. If three bids cannot reasonably be obtained, the Board may approve a contract based upon fewer bids by majority vote.
- G. For all work, unless waived by the Board, the contractor must be licensed and insured as required by state law.
- H. Where bids are solicited, the Association is not required to accept the lowest bid.
- I. Payments to contractors for work, including routine monthly bills, require the responsible Board member and/or chairperson's signature prior to payment. The President or Treasurer may authorize payment in the absence of the responsible Board member and/or chairperson.
- J. The application of "savings" funds to fund annual budgeted expenditures may only be approved in accordance with applicable law.

* As of October 18, 2016.

III. PARKING POLICY

All parking spaces not designated as "Guest" parking spaces may be used by residents and/or visitors but are not to be used for long-term or continuous parking by either residents or visitors.

Utility trailers, motor homes, water craft and trailers, commercial vehicles and off road vehicles are prohibited from parking in community parking spaces except for pick-up, delivery, loading or unloading and only during those activities. Such vehicles may not park in community parking spaces overnight without prior written approval from the Board.

Property owners may request permission to park a motor home or a small moving van in a community parking area for up to 30-hours to facilitate loading or unloading. Requests must be in writing, addressed to the Board of Directors, five (5) days in advance. Requests must identify the date(s) and times requested, where the vehicle will be parked, the description and license number of the vehicle and complete owner contact information.

IV. CLUBHOUSE

The clubhouse is reserved for the exclusive use of property owners or lessees with the property owner's written permission.

A. Reservation for Private Functions

1. The use of the clubhouse for private functions is not permitted without prior approval by the Clubhouse Committee Chairperson, or such other individual as the Board may appoint.
2. A reservation request for a private non-commercial function by a property owner or property owner/host must be made 14-days in advance. The Board of Directors may, in its discretion, waive the 14-day notice requirement. All such requests must be in writing on the approved request form and be submitted with a \$250.00 refundable deposit. The \$250.00 deposit will be returned to the property owner/host (or the check may be shredded) only after it has been determined that the clubhouse has been left clean, that Private Function Rules have been followed and that there has been no damage to the building, equipment, carpet, furnishings and/or grounds surrounding the clubhouse.
3. The property owner/host agrees that he/she is solely responsible for any cleaning required or damages in excess of the \$250.00 deposit which arise as a result of their use of the clubhouse for the private function hosted.
4. A fee for clubhouse private function use and time limits on use may be imposed by majority board approval. Such fees and/or time use limits, where applicable, will be disclosed on the Clubhouse Reservation Request Form.
5. Private functions which have been approved in compliance with this policy will have the date, time and nature of the event posted on the clubhouse master calendar and may be posted on the clubhouse bulletin board.
6. Blank copies of the Clubhouse Reservation Request Form for Private Functions may be found at the Clubhouse office.
7. The property owner/host must be present during the approved private function. If the property owner/host departs the function before it concludes, the deposit will be forfeited and future requests for clubhouse rental may be denied.

8. The property owner/host must notify the Association in advance if additional tables or chairs are needed.
9. The kitchen telephone is for emergency use and Association business only.
10. The property owner/host is solely liable for all property damage and personal injury arising from the private function.
11. The maximum number of persons who may be in attendance at any private function is limited to fifty (50) unless otherwise expressly approved by Board action.
12. The property owner/host is responsible for ensuring that guests attending the private function honor all community restrictions and rules, including those governing visitor parking.
13. The clubhouse is not available for any commercial function including those sponsored by for-profit and not-for-profit organizations.
14. The clubhouse office is private and reserved for the exclusive use of Board members and their designees and is not included as available space for any private function.
15. The pool, pool deck, dock, pool table, TV and related electronics and kitchen equipment are not available for use at private functions unless express permission is granted in advance by the Clubhouse Committee Chairperson or a board member.
16. Normal clubhouse hours are from 8:00 AM until 7:00 PM. Property owners/hosts wishing to schedule private functions outside of these hours must receive prior approval.
17. No food or beverages may be left in the clubhouse or the clubhouse refrigerator and all waste and garbage must be bagged and placed in the outside garbage cart(s) located on the northern side of the clubhouse exterior. All decorations must be removed from the clubhouse immediately following the private function.
18. Refundable deposits made by the property owner/host may be retained by the Association if any of the aforementioned rules are violated.

B. Pool Table

1. No one under eighteen years of age (18) may play pool unless supervised by an adult homeowner or lessee.
2. Rules of the game must be established prior to the commencement of the game.
3. The "Challenger Rule" must be observed by the winner.
4. When finished playing, the table must be cleaned/brushed (in direction of play), the balls must be returned to their box, the box must be returned to the bottom of the entertainment center, the table cover must be placed over the pool table, the pool cues must be returned to the wall rack and the cue chalk must be returned to the chalk holder.

V. SWIMMING POOL POLICY

Any resident, property owner or guest using the pool must comply with all pool rules as posted at the pool and detailed below.

SWIM AT YOUR OWN RISK. THERE IS NO LIFEGUARD ON DUTY.

- A. The Cypress Landing pool is a PRIVATE pool. It is reserved for the exclusive use of Cypress Landing Residents, Property Owners and their Guests.
- B. Maximum Capacity in the Pool is 27 Persons.

- C. Bathers must shower before entering pool. *(F.S. 64E-9)
- D. Do not drink the water in the pool.
- E. A Cypress Landing Recreational Pass is required for use of pool facilities and must be in the possession of the bather at the pool. Recreational Passes may be obtained by contacting a Board member.
- F. Guests are limited to five (5) guests per homeowner or residing tenant. Unless exempt, all Federal, State and local laws must be followed by anyone using the pool area.
- G. Children under eighteen (18) years of age must be accompanied by an adult at all times when in the water or in the pool area.
- H. Smoking in the pool area is restricted to Designated Smoking Area(s).
- I. The pool hours are from dawn to dusk.
- J. The Association assumes no liability for injuries or damages arising from participation in or use of the pool area unless due to willful or gross negligence on the part of the Association. Due to the strenuous nature of some activities, all participants are advised to consult their physician concerning fitness to participate. All activities present certain inherent risks and hazards, which participants assume by making use of the pool area.
- K. Children who are not toilet-trained or who are under four (4) years of age **MUST** wear a swimsuit diaper or "Swimmy" diaper in the pool.
- L. No person using the swimming pool or pool deck area is allowed to have glass items in the area. No food or drinks are allowed while in the pool. No grills or gas or electric cooking devices are permitted in the pool area. All trash, refuse and waste must be deposited in designated receptacles. Items left in or around the pool after dusk will be discarded.
- M. **No Diving is permitted in the pool.** No running, skateboarding, scooters, rollerblades or bicycles are permitted in or around the pool. No animals (except for service animals) are allowed in the pool or pool area.
- N. No person within the pool area shall behave in such a manner as to create a safety hazard for him/herself or others or interfere with the ability of others to enjoy the amenities. Disturbances expressly prohibited include abusive or profane language, boisterous or rough play, harassment, pushing, running, acrobatics, diving, dunking, wrestling, yelling, snapping of towels and loud music. Persons under the influence of alcohol or drugs, and those who appear to be intoxicated or under the influence, are not permitted in the pool area.
- O. Violation of Pool Rules may be Grounds for Expulsion from the pool.

VI. COMMON AREAS & LANDSCAPING

- A. No plants, plantings or landscaping may be made in any common area; nor may any decorations be installed thereon, without prior approval by the Board of Directors.
- B. Unauthorized vehicles are prohibited on common areas.
- C. Pets are not allowed on common areas; including the dock, pool deck, in the pool or on the tennis court.
- D. In making use of any of the common areas, all property owners and their tenants and guests, understand that they are doing so at their own risk. All property owners, and their tenants and guests, assume the risk of harm associated with making use of the common areas.

VII. WATERFRONT REGULATION

- A. Waterfront Facilities are defined as the marine parking area, launch ramp and dock areas.

- B. Waterfront Facilities are for the use of homeowners only. A homeowner's tenant or guest must receive written permission from the homeowner and the Waterfront Committee chairperson to utilize Waterfront Facilities. Commercial use of the Waterfront Facilities is prohibited.
- C. All watercraft and trailers shall be registered with the Chairperson of the Waterfront Committee and when in the community, kept in either the boat storage area or an assigned dock slip. Dock slips and spaces within the storage area are assigned for one-year periods, January 1 through December 31. Applications are available from the Chairperson of the Waterfront Committee and must be submitted to said Chairperson between December 1 and December 15. Those seeking renewal will be given priority. If space permits, following the consideration of those on the waiting list, new applications will be selected by lottery. Applicants not selected will be placed on a waiting list by date received. Incomplete applications will be rejected. At any time, the Board reserves the right to revoke or reassign slips and space, as it deems necessary.
- D. The Chairperson of the Waterfront Committee will maintain records of assignments for both the boat storage area and boat dock or kayak slips.
- E. All powered watercraft and any trailers being used or parked within the Waterfront Facilities must have a valid state registration. The owner of any powered watercraft or any trailer without a valid state registration will be given 15 days written notice to either register or remove said watercraft or trailer from the Waterfront Facilities. Any watercraft or trailer that does not have a valid state registration, after notification will be removed from the Waterfront Facilities by the Board. Any towing or storage fees associated with the removal of a watercraft or trailer are at the owner's expense.
- F. The launch ramp is to be secured at all times. Homeowners will receive the combination to the launch ramp lock at the time of their registration of a watercraft and or trailer. The combination is subject to change without notice.
- G. Care must be exercised when using the launch ramp. All vehicles and trailers used for unloading watercraft shall be parked in a manner, which will not impede other residents' use of the Waterfront Facilities or the driveways of homeowners.
- H. No additions or modifications to the Waterfront Facilities may be made without prior approval of the Board.
- I. No homeowner may park or store more than one powered watercraft and one trailer at a time within the Waterfront Facilities. The Board or Chairperson of the Waterfront Committee may grant a variance to this rule upon written application.
- J. Children under eighteen (18) years of age must be accompanied by a parent or adult homeowner at all times while within the Waterfront Facilities.
- K. No grills, gas or electric cooking devices are allowed in the Waterfront Facilities. All trash, refuse and waste must be deposited in designated receptacles.
- L. No glass items are allowed in the Waterfront Facilities. All beverages and food must be in plastic or aluminum containers. Items left will be discarded. Persons who appear to be intoxicated or under the influence of drugs or alcohol are not permitted in the Waterfront Facilities.
- M. The Association assumes no liability for injuries or damages arising from participation in or use of the Waterfront Facilities unless due to willful or gross negligence on the part of the Association. Due to the strenuous nature of some activities, all participants are advised to

consult his/her physician concerning fitness to participate. All activities present certain inherent risks and hazards, which the participants assume by making use of the Waterfront Facilities.

- N. The owner of any watercraft or trailer being used, stored or parked within the Waterfront Facilities is solely and fully responsible and accountable for any and all damages caused to the Waterfront Facilities due to his or her conduct, neglect, negligence or failure to observe these rules or the Association's governing documents. All owners of watercraft or trailers making use of the Waterfront Facilities must file with the Chairperson of the Waterfront Committee a designated emergency contact (name, address, home number and/or cell phone number) for use in the event of an emergency if the owner is unavailable. The Association may remove any watercraft or trailer from the Waterfront Facilities without prejudice or liability for any damages thereto in the event of an emergency.
- O. Watercraft owners mooring their watercraft to the dock will use nylon rope 3/8" or larger. All other rope is prohibited. No watercraft over fourteen (14) feet in length may be parked or stored in a dock slip unless secured by a lift structure or the modification of the assigned dock slip per written specifications submitted to and approved by the Board. No modification of any dock slip may be made without written approval from the Board. The Board shall have sole discretion in determining whether to approve a proposed modification. All modifications shall be at the owner's expense and shall immediately become the property of the association.
- P. All federal, state and local laws must be followed by anyone using the Waterfront Facilities.
- Q. No bicycles, skateboards, scooters or roller blades are permitted in the Waterfront Facilities.
- R. No animals are allowed in the Waterfront Facilities, with the exception of service animals.
- S. The Association is not responsible for any lost, damaged or stolen items.
- T. All watercraft must be removed from the docks in the event of a hurricane, tropical storm, high wind conditions or at the request of either the Board or Chairperson of the Waterfront Committee.

VIII. PAINT PALETTE POLICY

- A. No property owner may paint any exterior portion of a home without prior written permission from the Architectural Committee.
- B. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.
- C. Property owners must submit a Paint Palette Registration Form to the Architectural Committee identifying which of the approved Paint Palette Options they wish to use prior to the commencement of any exterior painting.
- D. No home may be painted a single color.
- E. Soffits and fascia must be the same color as the approved "trim color." Garage doors may be painted the base color or the trim color.
- F. Downspouts must be painted the same as the base color of the house or trim color with the selection of a new color palette. Refer to the paint palette information posted in the clubhouse.
- G. A home's screen door and garage door may be painted an approved "trim color."

- H. Window and door frames may be aluminum or vinyl and may be bronze, aluminum, white, tan or cream in color.
- I. Aluminum screen porch enclosure framing may be a natural aluminum color, bronze, white or tan in color.
- J. A Paint Palette record book is available for review in the clubhouse.
- K. Upon either approval or denial, one copy of a Paint Palette Registration form will be returned to the property owner, one copy will be filed in the Paint Palette Record Book and the original will be filed in the Residence File folder.
- L. The Paint Palette Policy will be reviewed periodically for consideration of additions, deletions and/or changes.
- M. Accent colors may be used for the front door, garage door or the decorative area between the two front windows.

IX. ROOF SHINGLES POLICY

Roof shingles may be modified and/or replaced only after Architectural Committee Approval has been received. A "Roofing Registration" form must be completed and submitted to the Architectural Committee and written approval from the committee must be received by the property owner before any work on a roof may commence.

Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

Samples of approved roofing materials and colors may be found in the clubhouse. Currently "Traditional" and "Architectural" shingles are permitted for use in the community.

X. DRIVEWAY and SIDEWALK POLICY

The language in our governing documents which refers to driveways may be found here, in the community's Rules and Regulations, and also in our Declarations of Restrictive Covenants, Article III, 3.3, Paragraph D. Driveways, where it states that, "All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be of concrete or other approved material." The following constitute the rules and procedures governing driveways in Cypress Landing.

- A. All driveway and sidewalk repairs, installation and replacement must be approved in advance by the Architectural Committee. Property owners are required to submit a written Architectural Request form detailing the nature of the work being proposed, the dimensions of the drive/sidewalk, the materials the property owner wishes to use, color/pattern samples where appropriate and the anticipated start and completion dates. No construction shall begin prior to receiving written approval for the proposed work.
- B. Concrete driveways and sidewalks are allowed and may be coated with a concrete sealant which is expressly designed by the manufacturer for use in sealing concrete driveways and sidewalks. All products not expressly manufactured for application to concrete driveways and sidewalks are prohibited.

- C. Examples of driveway sealant products and colors approved by the board are on display in the CLHA Clubhouse for the convenience of property owners. Residents are not required to exclusively use the product brands represented in the literature which is on file, however sealant color is strictly regulated. Any sealant which will impart any color whatsoever must be identical to the color samples on display or must closely approximate the approved colors. The Architectural Committee will make all decisions regarding color compliance.
- D. Residents who wish to apply one of the sealant products represented in the literature on display at the clubhouse to their driveways and/or sidewalks must submit an Architectural Approval Request form which describes the name of the product chosen, the manufacturer's name and the color chosen (if applicable) in advance of any application. Sealant may not be applied until the homeowner receives written approval from the Architectural Committee.
- E. Property owners who wish to select a product or color not represented by the approved samples located in the clubhouse must submit an Architectural Approval Request form detailing the name of the product, the name of the manufacturer, a copy of the manufacturers recommended uses product guide and a color swatch. Any color which differs significantly from approved colors will be denied. Prior written approval from the Architectural Committee must have been received from the property owner before work may begin.
- F. Pavers of various colors and design which blend in color with the Cypress Landing Paint Palette Policy colors and the architectural theme of the community are allowed for driveways and sidewalks. A written request and paver "samples" with a planned design must be presented and approved by the Architectural Committee prior to any installation. All paver driveways must be of a floating paver design and must be flush with the roads. All homeowner maintained sidewalks may be of the floating or permanent paver design.
- G. Failure to abide by the rules set forth herein may subject a resident to remedies afforded in the Associations governing documents.

XI. FENCING POLICY

- A. A request to erect, stain, seal, re-locate or substantially repair a fence must be submitted in writing to the Architectural Committee and must be approved prior to the commencement of any work. Drawings, brochures, photos and a full description including all measurements, layout, installation techniques and planned placement on the property owner's lot must accompany the written request for approval. All approved installations or modifications must be completed within ninety (90) days of approval notification.
- B. In all cases, homeowner's fences must be installed inside the homeowner's property line by at least three (3) inches on all borders and must have an entry gate.
- C. Any deviation from the approved project will be at the homeowner's expense to repair and/or cure the deviation. Homeowners shall notify the Architectural Committee within seven (7) days of completion of the project for final observation of compliance.
- D. "Board on Board", "Board over Board" or "Shadow Box" fences are the only permitted styles of fencing approved for use in the community.
- E. The maximum height of a fence is six (6) feet (72 inches) from the existing terrain. Fencing must follow the "lay of the land". Four (4) foot or six (6) foot fences are permitted between homeowners' properties. Fencing must be:
 - 1. Wood and may be left unfinished, waterproofed with a clear natural protective sealant or stained "Oregon trail".

2. All existing PVC fences are "grandfathered in" and may remain in place. If and when existing PVC fencing is replaced it must be replaced with "Board on Board", "Board over Board" or "Shadow Box" wood fencing.
- F. All internal fences must be maintained in good condition by the homeowner.
- G. As a courtesy, neighbors within one hundred (100) feet will be notified by the Architectural Committee prior to the construction of a new or replacement fence.
- H. Fences are not allowed in the front yard of any Lot.
- I. All fence requests will be considered on an individual basis.
- J. On jointly owned fences, it is the responsibility of each owner to maintain their side of the fence.
- K. Fences enclosing a back yard must have an entry gate.
- L. Replacement fences must conform to these rules.
- M. Fences of any kind are not permitted on lakefront properties.

XII. MAIL BOX POLICY

Property owners are responsible for maintaining their mailboxes in good repair and may not replace them without first receiving permission from the Architectural Committee.

- A. The Architectural Committee may approve slight variation in design; however all mail boxes in the Cypress Landing community must be essentially identical in size, shape, color and configuration to the other mailboxes in the community.
- B. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.
- C. Four by four (4" X 4") wood posts are to be used for the mailbox post and the perpendicular box support. Posts may be left natural wood color or they may be painted "Oregon Trail."
- D. Mail boxes may be metal, fiberglass or plastic and must be black, bronze or brown.
- E. House numbers may be displayed on the post or the mail box itself.
- F. A short piece (Maximum 1.5" – 2" diameter) of PVC pipe may be fitted under the horizontal box support beam for use by the Association in distributing the monthly newsletter and other notices as necessary.
- G. USPS guidelines specify that street-side mailboxes should be between 41" and 45" off the ground. Mail boxes in the Cypress Landing community should be placed approximately three (3) feet from the road.

XIII. HOME EXTERIOR STONework

Property owners may install ledgerstone-style veneer to replace wood-look façade on a home front. Sample photos and brochures of approved materials are on display in the clubhouse. The following apply to the use of this material:

- A. An application for permission to install ledgerstone must be submitted, in writing, detailing which approved material is being proposed for installation and must include a description of where, on the home exterior front, the material is to be applied. Applications must be approved prior to the installation of the product.

- B. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.
- C. Ledgerstone installations are limited to the specific area on the front of a residence as described above and pattern and color choices are limited to those which are approved and displayed at the clubhouse.

XIV. ANTENNAS, SATELLITE DISHES, and AWNINGS

- A. As detailed in the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing, "Unless otherwise required by law, no exterior antennas or aerials are permitted on any lot except satellite dishes, which must be maintained in a state of good repair."
- B. Satellite dishes of a usual and customary size may be installed on a home roof but may not be installed any closer to the road than the point at which the garage roof intersects with the roof of the home. Installations may not be made on the front portion of a roof or on the front of a dwelling.
All installations should minimize the visibility of the dish from the street. Installation of a satellite dish on a home requires prior approval from the Architectural Committee.
- C. Retractable canvas awnings are permitted to be installed on the back side of a residence only after Architectural Committee approval has been received in writing.
- D. Fixed canvas awnings are prohibited. Fixed canvas awnings installed prior to 2014 are grandfathered in and may remain in place until repairs or replacement parts are needed or until January 1, 2019, whichever occurs first. Any fixed canvas awnings remaining in the community on January 1, 2019 will be in violation of the Rules and Regulations and will subject the property owner to such remedies as are available to the Association.
- E. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

XV. GARBAGE, TRASH, LAWN CUTTINGS, & TREE DISPOSAL

- A. All trash and recycle containers may be placed at curbside the evening before the scheduled pick-up date and should be returned to their storage areas as soon after pick-up as possible.
- B. All lawn and landscape cuttings/debris must remain on the property owner's property at all times and may not be placed on Association common areas, visitor parking areas or on the street. Such waste may be placed curbside the evening prior to scheduled pick-up.
- C. Homeowners who have large amounts of debris or trash must call the refuse department to schedule a special pick-up of those items. Such material should only be placed curbside after scheduling the pick-up with the refuse department.
- D. In accord with the Association's Amended and Restated Declaration of Restrictive Covenants and Conditions, when not at curb-side, "Trash containers must be kept within the dwelling until the evening prior to the day designated for pick-up." In these Rules and Regulations the term "within the dwelling" has been clarified to mean inside the garage, a porch, a room, or enclosed by a fence, shrub, hedge, or lattice which is contiguous to the dwelling and must meet the following requirements:

1. A garbage cart may not be (itself) visible from the street and may not be easily visible by an adjacent property owner who lives adjacent to the side of the residence where the cart is to be placed.
2. A view of any cart located as set forth herein must be obscured by a hedge, a lattice or approved fencing and must be well and regularly maintained.
3. No cart, fence, hedge or lattice may impede ingress and egress between homes and they may not extend in whole or in part onto or over a property line or easement.
4. Cart enclosures may not extend toward the street further than the front street-side leading wall of the adjacent home (not a garage wall).
5. General dimensions of garbage carts are approximately 30"X30"X40" tall. Cart enclosures may not exceed those general dimensions. Plans submitted for substantially larger areas will not be approved.
6. Should waste management services officials require residents to use a second wheeled cart for recycle materials, garbage cart enclosures may be expanded to accommodate the extra required cart, provided such expansion is pre-approved by the Architectural Committee.
7. Any garbage cart enclosure, lattice, fence, hedges, must be pre-approved by the Architectural Committee prior to the commencement of any modification to accommodate an enclosure contiguous to a resident's home.
8. Any lot on which a cart enclosure cannot be installed in full compliance with the aforementioned rules will be ineligible for the installation of a cart enclosure.

XVI. SIGNS POLICY

The rules governing signs in the community are set forth in Article III, 3.3, I of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing, dated January 24, 2009, and are incorporated by reference here. In adhering to provision (iii) the board further adopts the following rules governing the use of signs in Cypress Landing:

- A. Signs supporting political campaigns, candidates or parties are permitted 30 days prior to an election and must be removed the day after the election. No more than one such sign may be displayed on any lot at any permitted time.
- B. Signs expressing social beliefs, religions, religious practices and religious establishments are limited to holiday decorations and may not exceed 18" x 24" in size. No more than one such sign may be displayed on any lot at any permitted time.
- C. Holiday decorations are permitted during the period immediately prior to and shortly following such holidays. For holidays which take place in December, such decorations may be displayed from Thanksgiving through January 6. No more than one such sign may be displayed on any lot at any permitted time.
- D. Allowable signs may be rotated daily.
- E. The American flag may be displayed on a flagpole without artistic embellishment in the manner provided by applicable law and may not exceed 3' x 5' in size.
- F. Signs announcing birthdays, births, anniversaries or other personal celebrations are permitted only on the day before, the day of and the day following the event to which the sign relates and may not exceed 18" x 24" in size.
- G. Banners and flags supporting sports teams may be displayed one day prior to a game and must be removed after the game has been played.

- H. Contractor signs of any sort are prohibited.
- I. One "For Sale" sign or one "For Rent" sign (not to exceed 2' X 3') may be displayed on a property which is being offered for sale or rent.

XVII. MAINTENANCE OF PERIMETER WALLS

The Association has a duty, as mandated by the governing documents, to maintain all perimeter walls.

- A. The Association's perimeter walls may not be painted or altered in any fashion.
- B. No plantings, installations, equipment or furnishings may be affixed to the Association's walls. Property owner fences may not be attached to the perimeter walls.
- C. Trees and shrubs which have root systems that pose a risk of compromising the integrity of the wall foundation are prohibited.
- D. Property owners are required to make 24-inches from the wall accessible to contractors for cleaning, painting or repairs.
- E. Property owner fences that run perpendicular to a perimeter wall may have to remove, at property owner expense, a panel of their fence to facilitate repairs, painting or cleaning.
- F. Shrubs and trees that are closer to the wall than 24-inches may have to be trimmed or removed, at the property owner's expense, if they interfere with a contractor's ability to clean, paint or repair a wall.

XVIII. MOVING/ESTATE SALES

- A. One moving or estate sale is allowed for property owners when relocating from the community.
- B. Sales may only be held between 7:00 AM and 5:00 PM on a Friday and/or Saturday.
- C. No moving or estate sale may occur without prior approval and the issuance of a permit by the Board.
- D. The resident property owner must apply in writing for a permit from the Board at least two (2) weeks prior to the sale event. The permit application must include a traffic flow plan into and out of the community so that inconvenience to other traffic during the sale hours can be minimized.
- E. Signs to advertise an approved moving/estate sale are limited to one sign at each entrance to the community and one sign at the location of the sale (three total signs). Sign dimensions may not exceed two feet by three feet (2' X 3').
- F. Garage sales are prohibited.

XIX. COMPLIANCE POLICY

- A. All compliance violations, grievances and complaints from property owners must be in written form and must be signed by the person filing the complaint. Compliance violation submissions must state specifically which of the Association's Bylaws, Covenants or Rules the filing party believes has been violated.
- B. Submissions should either be delivered to the Clubhouse mailbox, mailed to the Association at 3954 Cypress Landing West, Winter Haven, FL 33884 or emailed to CLHAWH@gmail.com.
- C. Compliance violation submissions may be disclosed to property owners or third parties.

- D. All relevant information a filing party wishes for the Board to take under consideration should be included with the initial filing. Where applicable, the filing party shall submit photographs depicting alleged violations along with their submission.
- E. The Board will appoint a Compliance Committee to review compliance violation submissions. The committee will be composed of two board members, one of whom is an officer of the board, plus one or two non-board member Association members. The Compliance Committee will review submissions and will submit for full board consideration a review of the matter and any committee recommendations the committee has arrived at in the matter.
- F. Determinations on all compliance submissions will be made by a majority of the Board.
- G. The President may elect to immediately forward any compliance matter to the Association's attorney, in which case the attorney will advise the Association on how to proceed.
- H. Parties filing grievances will be notified of the Board's determination.

XX. FINE POLICY

- A. The Board is authorized, at a properly noticed and conducted board meeting at which a quorum is present, to levy and impose reasonable fines for the failure of an owner or his/her tenant, guest, licensee, or invitee to comply with these rules or the CLHA Governing Documents.
- B. A fine may be levied on the basis of each day of a continuing violation.
- C. The Board shall, in its discretion, determine the amount and terms of any fine. No fine shall exceed \$100.00 per violation but a fine up to \$100.00 may be levied for each day of a continuing violation. No fine for a violation shall exceed \$1,000.00 in the aggregate.
- D. The Board, after voting to impose a fine, shall prepare and send, via U.S. regular mail, a written notice of intent to impose fine ("Notice") to the Owner and to any other person or entity against whom the fine is imposed, at the address on file with the association. The Notice will include a description of the violation, the amount and terms of the fine and notify the recipient of his/her right to a hearing.
- E. Hearing.
 - 1. Anyone against whom a fine is to be imposed has the right to a hearing to contest the imposition of a fine before a committee of at least three lot owners appointed by the Board who are neither board members nor persons residing in a board member's household.
 - 2. To take advantage of this hearing, any person or entity against whom a fine is to be imposed must deliver a written request for a hearing to the address listed in the Notice within 14 days from the date of the notice.
 - 3. The hearing shall be open to all lot owners and a notice listing its date, time and location shall be posted in a conspicuous place within the community at least 48 hours in advance of the hearing.
 - 4. If the hearing committee, by majority vote, does not approve a proposed fine, it may not be imposed.
- F. It shall be the personal obligation of each person or entity against whom a fine is imposed, jointly and severally, to immediately pay the fine amount. Fines not paid immediately shall bear interest at 18% per annum from the date they are levied.
- G. CLHA may bring an action to recover a money judgment for the unpaid fine, plus interest, against the persons or entities against which the fine is imposed.
- H. A fine may not become a lien against a lot.

- I. The prevailing party in any litigation to recover a fine shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, collection costs and court costs.
- J. If a specific violation is cured and remains cured for 120 days, a future violation of similar kind will be treated as a new violation for fine purposes.
- K. If a violation is cured, the person or entity against whom a fine is imposed, or is to be imposed, shall immediately provide written notice thereof to CLHA.
- L. The Board has discretion to waive or delay the imposition of all or part of any fine on a case-by-case basis. The failure of CLHA or any hearing committee to impose or collect a fine in any given situation does not constitute any type of waiver of the right to do so in the future for the same or a similar violation or for a different violation.

XXI. TOWING POLICY

- A. The governing documents of Cypress Landing Homeowners Association, Inc. set forth the neighborhood's rules regarding the parking, repair and/or storage of vehicles, trailers, commercial vehicles and watercraft.
- B. Any vehicle, trailer, commercial vehicle or watercraft parked and/or stored in violation of the governing documents shall be towed at the owner's expense. The Board or Board designated person(s) will be authorized to call the towing company for any towing.
- C. For the first violation, a notice of intent to tow will be affixed to any vehicle, trailer, commercial vehicle or watercraft. If the violation is not cured within 24 hours, the vehicle, trailer, commercial vehicle or watercraft will be towed at the owner's expense.
- D. If a violation persists pertaining to the same Owner or the same vehicle, trailer, commercial vehicle or watercraft, the same shall be towed without further notice.

XXII. GOLF CART POLICY

Cypress Landing is not a designated golf cart community. Golf carts are, however, permitted on Association roads provided the following rules are adhered to:

- A. Golf cart drivers must be at least 14-years of age to operate a golf cart on the Association's roads.
- B. To operate a golf cart between the hours of sunset and sunrise it must be equipped with all necessary safety equipment.
- C. Neighborhood Electric Vehicles (NEVs) and Low Speed Vehicles (LSVs) may be operated on the Association's roads and must adhere to the same standards set forth for golf carts.
- D. Golf cart operators, regardless of age or licensure, must observe all state, local and parking traffic laws.
- E. No golf cart may be operated within the community unless the same is covered by its owner's insurance policy.

XXIII. EMERGENCIES, SECURITY and TRAFFIC

Be safe. Be careful. Be polite. If an emergency arises, contact law enforcement.

XXIV. DELINQUENT DUES COLLECTION POLICY

Assessments are due on the first day of each calendar quarter (January, April, July and October) and assessments are delinquent and interest at 18% per annum accrues if not timely received. It is the board policy to strictly follow the procedures outlined below in order to collect all dues and assessments. Late fees, interest and other costs accrued to a delinquent homeowner's balance cannot be waived without the consent of the board. Procedure for collection of delinquent dues is as follows:

- A. A late fee of \$25.00 per installment is assessed for dues not received by the tenth day of each calendar quarter.
- B. For delinquent assessments, CLHA generally follows the following procedure:
 - 1. Between the 10th and 15th day of the quarter, a First Notice letter is sent by Aegis via regular mail to homeowner:
 - i. Includes late fee and mailing costs
 - ii. Advises that the unpaid assessment bears interest from the due date until paid at 18% per year
 - iii. Advises that claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of letter and if amounts due are not received and the matter is turned over to legal counsel, the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs
 - 2. Thirty days after the First Notice Letter, a Second Notice letter is sent by Aegis via regular mail to homeowner:
 - i. Includes late fee, accrued interest along with a per diem rate and mailing costs
 - ii. Advises that the unpaid assessment due bears interest from the due date until paid at 18% per year
 - iii. Reiterates that claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of the First Notice letter and if amounts due are not received and the matter is turned over to legal counsel, the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs
 - 3. Thirty Days after the Second notice letter, a Third and Final Notice letter is sent via certified mail by Aegis to homeowner:
 - i. Includes late fee, accrued interest along with a per diem rate, and mailing costs
 - ii. Advises that the matter will be turned over to legal counsel and a claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of the First Notice letter
 - iii. Reiterates that the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs
- C. The Treasurer will report delinquent accounts to the board at each meeting.
- D. Aegis will generate and mail statements to homeowners with unpaid fees and interest upon request.

- E. The Board reserves the right to deviate from the aforementioned Dues Collection Policy in its discretion.
- F. For any delinquent assessment, CHLA reserves the right to refer the same to its attorney immediately and without notice.

XXV. CLOTHESLINES

Clotheslines must be removable or retractable, must not be visible from the street, and must be retracted when not in use. Hanging laundry from trees, bushes or fences is prohibited.

XXVI. RENTALS

- A. The rental or lease of any Lot within Cypress Landing (hereinafter "Lease" or "Leases") for a term of less than three (3) months is prohibited.
- B. All Leases entered into after October 18, 2016 must be in writing.
- C. All Lease renewals, modifications or amendments entered into after October 18, 2016 must be in writing.
- D. For any Lease entered into prior to October 18, 2016, the Owner of said Lot shall deliver to the Board, by December 1, 2016, a written statement:
 - 1. identifying:
 - i. the name, birthday and mailing address of each lessee, tenant and/or renter;
 - ii. the date the Lease began;
 - iii. the term of the Lease;
 - iv. the name of the person or entity responsible for maintenance of the Lot's lawn and exterior; and
 - 2. certifying the Owner's mailing address.
- E. For any Lease commenced, renewed, amended or modified after October 18, 2016, the Owner of said Lot shall deliver to the Board, within fourteen (14) days after its execution, a written statement:
 - 1. identifying:
 - i. the name, birthday and mailing address of each lessee, tenant and/or renter;
 - ii. the date the Lease began;
 - iii. the term of the Lease;
 - iv. the name of the person or entity responsible for maintenance of the Lot's lawn and exterior; and
 - 2. certifying the Owner's mailing address.
- F. Should, during the term of any Lease, the identity of a lessee, tenant and/or renter change (i.e. a tenant departs or a new tenant is added), the Owner of the Lot shall immediately deliver a written notice to the Board identifying the name, age and mailing address of the new lessee, tenant and/or renter.

XXVII. MISCELLANEOUS

- A. All property owners, their tenants and guests, if applicable, must abide by these rules and regulations.
- B. These rules and regulations may not be altered or amended without approval of the majority of the Board at a duly noticed meeting at which a quorum is present.
- C. In the event that any of these rules and regulations conflict with the Association's governing documents or Florida law, the later shall prevail.
- D. Violation of these rules and regulations may, among other things, result in a suspension, by the Board, of the right to use the common areas and amenities. In such cases a notice of suspension will be mailed to the property owner in question, at the address on file with the Association, and will include the date, the length of suspension and a description of the conduct resulting in the suspension. The notice will also provide a deadline of at least fourteen (14) days for the property owner to seek a hearing to contest the imposition of any suspension before a committee of at least three members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. To take advantage of this hearing, the property owner must deliver a written request for a hearing to the President before the expiration of the deadline listed in the notice of suspension. If the hearing committee, by majority vote, does not approve a proposed suspension, it may not be imposed.