

**BYLAWS OF
CYPRESS LANDING HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)**

ARTICLE I

Section 1: Name and Principal Office. The name of the corporation is Cypress Landing Homeowners Association, Inc. ("Association" or "Corporation"). The principal office and mailing address of the Association is: 3954 Cypress Landing West, Winter Haven, Florida 33884. The Association's principal office and mailing address may be changed from time to time by the Board.

Section 2: Subject Property. These Bylaws are applicable to all the property ("Subject 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, as well such additional property as may from time to time become subject to the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing ("Declaration"). These Bylaws are also applicable to the buildings and all other improvements on the Subject Property, all easements, rights, and appurtenances belonging thereto, and all other property, personal and mixed, intended for use in connection therewith.

Section 3: Applicability to Person. All present and future Owners, tenants, guests, invitees, mortgagees and their employees, and any other person who make use of the Subject Property or the facilities of the Association in any manner shall be subject to these Bylaws, the Declaration, the Articles, relevant deeds, and the Rules pertaining to the use and operation of the Subject Property and the Association. Acquisition, rental, or occupancy of any portion of the Subject Property, including without limitation a Lot, shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments, and shall constitute an agreement to comply therewith.

**ARTICLE II
DEFINITIONS**

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

2.1 "Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State of Florida, as amended from time to time.

2.2 "Assessments" means, collectively, the following:

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

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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.

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

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

2.5 "Bylaws" means the Bylaws of the Association, as amended from time to time.

2.6 "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.

2.7 "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.

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

2.9 "Drainage System" means all drainage rights of way, ponds, 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.

2.10 "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.

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

2.12 "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.

2.13 "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.

2.14 "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.

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

ARTICLE III MEMBERS

3.1 Initial and Subsequent Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be Members of the Association; the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 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.

3.3 Termination of Membership. Whenever a Member ceases to be an Owner of a Lot, their membership shall then and there automatically terminate.

3.4 Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETING OF MEMBERS

4.1 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 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 Association on the second Saturday of February at an hour selected by the Board. If the selection of Directors is not held on the day designated, the Board shall cause the selection to be held at a special meeting of the Members as soon thereafter as conveniently may be.

4.2 Special Meetings. Special meetings of the Members may be called by the President, the Board, or not less than a quorum of the total voting interest. To call a special meeting of the Members by a quorum of the total voting interest, a written notice containing the signatures, printed names and addresses of each Member supporting the holding of said special meeting shall be delivered to the Board at the time the notice of said special meeting is delivered. No business shall be transacted at a special meeting of the Members except as stated in the notice for that meeting.

4.3 Place of Meetings. The Board of Directors designates 3954 Cypress Landing West, Winter Haven, Florida, as the place for any annual or special meetings of the Members. The Board may, with proper and timely notice, change the location of any annual or special meetings of the Members if circumstances require a change in location.

4.4 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, at the last address furnished to the Association, not less than ten (10) days nor more than fifty (50) days before the day of such meeting by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. In case of a special meeting of the Members, or when otherwise required by Florida law or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

4.5 Quorum. Members holding thirty percent (30%) of the votes authorized to be cast, present in person or by absentee ballot or written proxy, shall constitute a quorum for the transaction of business at any annual or special Members' meeting. Proxies are authorized, provided they are specific as to noticed items of business and conform to Florida law. If a quorum is present, notice having been given as required, a majority of those present may take corporate action. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

4.6 Proxies. At any meeting of Members, a Member entitled to vote may vote in person by proxy executed in writing by the Member or by his duly authorized Attorney-in-Fact. No proxy shall be valid after one (1) month from the date of its execution unless otherwise provided in the proxy. Proxies may not be used to give Directors discretion to cast votes in the election of Directors.

4.7 Minutes. Minutes shall be taken at all meetings of Members.

ARTICLE V BOARD OF DIRECTORS

5.1 General Powers. All corporate powers shall be exercised by or under the authority of, and the affairs of the Association shall be managed under the direction of the Board of Directors. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

A. Maintenance, repair, replacement, improvement and cleaning of the Common Area;

B. Determination and levying of all Assessments and collection of funds for common expenses of the Association and payment of such expenses;

C. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Association and the maintenance, improvement and repair of the Common Areas;

D. Procurement and maintenance of insurance;

E. Maintenance of accounting records, in accordance with the law and generally accepted accounting principles, which records shall be made available for inspection by Members and Mortgagees at all reasonable times;

F. Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interest of Members generally, including suits to foreclose liens for nonpayment of assessments or to recover money judgments for unpaid assessments;

G. Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of the Association generally;

H. Establishment of bank accounts in the name of the Association, and authorization of signatories therefor;

I. Contracting for maintenance of and repairs of and additions to the Subject Property in accordance with the provision of these Bylaws, after damage or

destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

J. Employment of managing agent and/or manager at such reasonable compensation and to perform such duties as the Board may authorize.

5.2 Annual Budget and Assessments.

A. The Board shall prepare an annual budget for the Association, to be circulated to the Association Members for their comments at least thirty (30) days prior to its adoption by the Board.

B. The Board, pursuant to the Declaration, shall annually levy Assessments against Owners in an amount and manner so as to provide the Association with sufficient funds to meet its obligations.

5.3 Initial Appointment, Number, and Tenure. The number of directors shall be no less than seven (7) and no more than nine (9). The Board shall establish procedures for elections which will create and maintain staggered terms wherein no more than three (3) new Board members are elected at any annual meeting. Directors, either by appointment or election, may not serve more than two (2) consecutive terms. Directors filling unexpired terms may stand for election by the homeowners at the end of their fill-in terms. Each Director must be a Member. If a director ceases to be a Member during the term of office, such person will be automatically removed from the Board, effective upon such occurrence.

5.4 Regular Board Meetings. Regular meetings of the Board may be held at such times and places as shall from time to time be determined by the Board on at least five (5) day's notice to each Board member, given personally, or by mail, e-mail telephone or facsimile.

5.5 Special Board Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors on at least five (5) day's notice to each Board member, given personally, or by mail, e-mail telephone or facsimile. The person or persons authorized to call special meetings of the Board may fix any place within Polk County, Florida, as the place for holding any special meeting of the Board called by them.

5.6 Notice to Members.

A. Notices of all board meetings must be posted in a conspicuous place in Cypress Landing at least 48 hours in advance of a meeting, except in an emergency. Notice of each Board meeting may also be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency or as otherwise provided herein or by law.

B. If an Assessment is to be considered at a board meeting, written notice of the meeting must be delivered to all Members at the last address furnished to the Association at least 14 days before the meeting, which notice shall include a statement that assessments will be considered at the meeting and the nature of the assessments.

C. If rules that regulate the use of Lots may be adopted, amended, or revoked at a Board meeting, written notice of the meeting must be delivered to all Members at the last address furnished to the Association at least 14 days before the meeting, which notice shall include a statement that changes to the rules regarding the use of Lots will be considered at the meeting.

D. The business to be transacted at a Board meeting need not be specified in the notice of such meeting, unless specifically required by law, the Declaration or these Bylaws.

5.7 Waiver of Notice by Board Member. Any Board member may at any time waive notice of any meeting of the Board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a Board member shall constitute a waiver of notice of the time and place thereof.

5.8 Quorum at Board Meetings. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

5.9 Minutes of Board Meetings. Minutes shall be taken at all meetings of the Board. For each action taken by the Board, the minutes must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary or a summary of the information on which the decision was based.

5.10 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

5.11 Vacancies. Any vacancy in the Board of Directors by reason of death, disability, resignation or removal, shall be filled through appointment by the Board of Directors. A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

5.12 Compensation. Directors shall not receive any compensation for acting as such, but nothing therein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

5.13 Removal of Directors. A director may be recalled only through the procedure provided by Florida law.

5.14 Liability of Directors. Members of the Board shall not be liable for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the Board be personally liable with respect to any contract made by them on behalf of the Association, and the Association shall indemnify the Board and each member thereof against all contractual liability to third parties arising out of contract made by the Board on behalf of the Association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the Declaration or of these Bylaws.

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as may be elected in by the Board. The Board may elect or appoint such other Officers, including one or more Vice Presidents, one or more assistant Secretaries and one or more assistant Treasurers, as it shall deem desirable, such Officers to have authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

6.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board and shall hold office at the pleasure of the Board. New offices may be created at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified by the Board.

6.3 Removal. On the affirmative vote of a majority of the members of the Board, any Officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

6.5 President. The President shall be the principle executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all the meetings of the Members and of the Board and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, the Declaration or these Bylaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6.6 Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board.

6.7 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned to him by the President or by the Board. If required by the Board, the Association may furnish a bond for the Treasurer for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine.

6.8 Secretary. The Secretary shall keep the minutes of all membership meetings and meetings of the Board of Directors; see that all notices are duly given in accordance with the provisions of these Bylaws or as required on behalf of the Association and documents attested under its Seal duly authorized in accordance with the provisions of these Bylaws: keep a register of the post office address of each Member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

6.9 Compensation. Officers of the Association shall not receive any compensation for acting as such; however, nothing contained herein shall be construed to preclude any Officer from being reimbursed for expenses incurred in connection with his services as an Officer.

6.10. Liability of Officers. Officers shall not be liable to for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall Officers be personally liable with respect to any contract made by them on behalf of the Association when so authorized by the Board, and the Association shall indemnify the Officers against all contractual liability to third parties arising out of contract made by the Officer on behalf of the Association when so authorized by the Board. However, such indemnification shall not extend to any contract unauthorized by the Board or when made in bad faith or contrary to the provisions of the Declaration or of these Bylaws.

ARTICLE VII COMMITTEES

7.1 Section 1: Committees. Committees may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President shall appoint the members thereof. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director of any responsibility imposed upon it or him by law.

7.2 Term of Committee Membership. Each member of a committee shall continue as such until the next Annual Meeting of the Members and until his successor is appointed, unless the committee shall be sooner terminated by the Board, or unless such member be removed from such committee by the President or cease to be a Member of the Association.

7.3 Chairman. The President shall appoint one member of each committee to be chairman thereof.

7.4 Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

7.5 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.6 Rules. Each committee may adopt rules for its own government not inconsistent with Florida law, these Bylaws, the Declaration, the Articles, or with rules and regulations adopted by the Board.

ARTICLE VIII FISCAL YEAR

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

ARTICLE IX SEAL

The Board of Directors shall provide a corporate seal which shall comply with Florida law.

ARTICLE X AMENDMENTS TO BYLAWS

The Bylaws of this Corporation 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 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.

ARTICLE XI MISCELLANEOUS

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

11.2 Invalidity. If any provision or provisions of these Bylaws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

11.3 Captions. Captions are inserted in these Bylaws for convenience and reference, only, and shall not be taken in any way to limit or describe the scope of these Bylaws or any provision hereof.

11.4 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII DEVELOPER'S RIGHTS

The Developer relinquished control of the Association to the Members on July 31, 1998.

IN WITNESS WHEREOF, W. Max Roston 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:

[Signature]
Robert C. Chilton
Print/Type Name of Witness

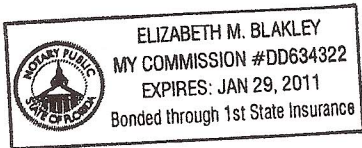
[Signature]
SUSAN L. SAUNDERS
Print/Type Name of Witness

Cypress Landing Homeowners Association,
Inc.

By: [Signature]
Printed Name: W. Max Roston
As its: 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 Roston as President of Cypress Landing Homeowners Association, Inc., a Florida corporation, on behalf of said corporation, who produced his driver's license as identification.



[Signature]
Notary Public, State of Florida