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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,
 - C. Individual Lot Assessments for any charges and fines particular to
- and
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 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. Chittan
Print/Type Name of Witness

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

Cypress Landing Homeowners Association,
Inc.

By:
Printed Name:
As its:

[Signature]
W. Max Roston
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

