

**AMENDMENTS TO THE REVIVED DECLARATION OF RESTRICTIVE COVENANTS
AND CONDITIONS FOR CYPRESS LANDINGS, THE BYLAWS AND THE
ARTICLES OF INCORPORATION FOR
CYPRESS LANDING HOMEOWNERS ASSOCIATION, INC.**

(additions are underlined; deletions are ~~stricken through~~;
words already underlined, such as a section heading, are underlined twice)

Amendment to Article 3.3 (F) of the Declaration

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.~~ Digital television antennas or aerials are permitted, as are satellite dishes, each of which must be in a state of good repair, and not installed on the front of the lot.

Amendment to Article 3.3 (H) of the Declaration

H. Clothes Drying Area. ~~No clothesline 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.~~ Clotheslines are permitted but must not be visible from the front of the lot and be retracted when not in use.

Amendment to Article 3.3 (J) of the Declaration

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.~~ Temporary Structures and storage sheds are permitted if not visible from the front of the lot or from adjacent to the lot but only with architectural approval pursuant to such architectural guidelines as may be adopted by the Board of Directors.

Amendment to Article 4.8 of the Declaration

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.~~

Amendment to Article 4.9 of the Declaration

4.9 Leases.

A. The terms "lease" and "rent" mean any agreement by which an owner or possessor of a Lot, or its agent/designee, grants the right to use and occupy the Lot in exchange

for consideration (including by rental, licensing, or similar arrangements directly with a renter or via the use of third parties, management companies and travel agents and agencies).

B. No owner shall be permitted to lease or rent their parcel to a third party until twelve (12) months have elapsed from the date the owner acquired title to the parcel. This restriction applies to all new owners acquiring title after the effective date of the amendment.

C. No portion of a lot may be leased other than the entire Lot and lot may not be leased to a person who:

(i) has within 15 years prior to the lease, been convicted of a felony involving violence to person, a felony involving theft, fraud or conversion or felony involving sale or possession of a controlled substance; or

(ii) is a convicted sexual predator or sexual offender.

D. No leases, whether initially or a renewal thereof, ~~sub leases or assignments of the owner's interest in a lot~~ may be for a period of less than six ~~three~~ months are permitted.

E. No Lot may be leased unless its Owner is current on the payment of assessments and charges to the association.

F. All agreements to lease shall be in writing and signed by the parties.

G. No lease may be assigned and subleasing (by lease, license or otherwise) is prohibited.

H. Within ten (10) days after the commencement of a lease the Owner shall deliver to the Association a copy of the signed lease agreement and a Rental Information Sheet, the form of which shall be approved by the Board of Directors.

I. All Tenants and their guests are subject to and must abide by the Declaration, Bylaws and Articles of Incorporation (Governing Documents) as well as the Association's rules and regulations. As to a leased Lot, Tenants are jointly and severally liable, with the owner, for any damages, costs and expenses, including reasonable attorney's fees, court costs, and other legal expense, incurred by the Association to enforce the Governing Documents or rules and regulations.

J. The Association shall have the right to terminate a lease and evict the tenants in the name of and as agent for the Owner, upon default by the Owner or tenant in observing any of the provisions of the Governing Documents, provided that the owner, or tenant shall except in exigent circumstances, have been granted a reasonable opportunity to remedy the default. In the event the Association terminates a lease as agent of the owner the

owner shall be prohibited from lease the lot for a period of twelve (12) full calendar months following the termination date.

K. No Lot may be utilized as public lodging establishment or in a manner within the purview of Chapter 509, Florida Statutes, or a similar successor.

L. The foregoing rental restrictions shall apply to the maximum extent possible to all Owners and Lots in the Property. To the narrow extent that the July 1, 2021 amendments to the Homeowners' Association Act limit the applicability of any of the foregoing rental restrictions as to a particular Lot, Owner or Renter, the remaining restrictions shall apply, no rental shall be for less than 6 months and no Lot may be rented more than 3 times in a calendar year.

Amendment to Article 8.6 of the Declaration

8.6 Estoppel Certificates 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 a certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate. Upon written or electronic request an officer of the Association shall issue an estoppel Certificate pursuant to chapter 720 Florida Statutes.

Amendment to Article 10.6(A) of the Declaration

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%)~~ fifty-one percent (51%) of the total voting interest of the Association. At said meeting, members may vote in person, by proxy, electronically, or via absentee ballot. Any such change shall be evidenced by and instrument executed by the proper officers of the Association and recorded in the public records of Polk County Florida.

Amendment to Article 5.3 of the Bylaws

5.3 Initial Appointment, Number, and Tenure. The number of directors shall be either ~~no less than five (5), seven (7) and no more than or nine (9).~~ no less than five (5), 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.~~ Each member of the Board of Directors shall be elected for a term of 2 years. 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.

Amendment to Article 6.2 of the Bylaws

6.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board at its organizational meeting held immediately after the annual membership meeting and shall hold office at the pleasure of the Board. All officers must be current members of the Board of Directors. New officers may be created at any meeting of the Board, or any special meeting of the Board called for that purpose.

Amendment to Article X of the 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%)~~ fifty-one percent (51%) of the total voting interest of the association. At said meeting members may vote in person, electronically, by proxy or via absentee ballot.

Amendment to Article X of the Articles of Incorporation

~~Section 1: Proposals for the alteration, amendment, or rescission of these Articles may be made by any of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the members and delivered to the President not less than twenty (20) days prior to the members, meeting at which such proposal is voted upon. The secretary will give each voting member notice setting out the proposed alteration, amendment, or rescission, and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than fourteen (14) days prior to the date set for such meeting, and it shall be given in a manner provided in the Bylaws. 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%)~~ fifty-one (51%) of the total voting interest of the association. At said Meeting, members may vote in person, by proxy, electronically or via absentee ballot.~~

~~Section 2: Any voting member may waive any or all of the requirements of the Articles as to notice by the secretary or proposals to the President for alteration, amendment or rescission of these Articles, either before at, or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.~~