

This Document Prepared By:
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**TENTH AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS OF CYPRESS LAKES**

THIS TENTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS OF CYPRESS LAKES ("Amendment") is made at a properly noticed meeting of the Membership of Cypress Lakes Community Association, Inc., a Florida not-for-profit corporation, ("Association"), whose address is 17794 Cypress Lakes Glen Blvd., Orlando, Florida 32820 which occurred on April 14, 2016 and was reconvened on April 12, 2022.

WITNESSETH

WHEREAS, the Association, Inc. a Florida not-for-profit corporation, is governed by that certain Master Declaration of Covenants, Conditions and Restrictions of Cypress Lake recorded on March 6, 2001 at Official Records Book 6207, Page 5002, in the Public Records of Orange County, Florida, as amended by that certain First Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Cypress Lakes recorded on September 6, 2001 at Official Records Book 6340, Page 7279 in the Public Records of Orange County, Florida, as amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Cypress Lakes recorded on February 27, 2002 at Official Records Book 6466, Page 150, in the Public Records of Orange County, Florida as amended by that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Cypress Lakes recorded on May 29, 2003 at Official Records Book 6929, Page 4347 in the Public Records of Orange County, Florida, as amended by that certain Fourth Amendment to Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on December 15, 2003 at Official Records Book 7231, Page 4720 in the Public Records of Orange County, Florida, as amended by that certain Fifth Amendment to Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on February 16, 2004, at Official Records Book 7308, Page 2169 in the Public Records of Orange County, Florida, as amended by that certain Sixth Amendment to Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on December 22, 2004, at Official Records Book 7750, Page 1761 in the Public Records of Orange County, Florida, as amended by that certain Seventh Amendment to the Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on February 21, 2008, at Official Records Book 9606, Page 4344 in the Public Records of Orange County, Florida, as amended by that certain Eighth Amendment to Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on May 18, 2016, at Official Document No. 20160254942, in the Public Records of Orange County, Florida, as amended by that certain Ninth Amendment to Master Declaration of Covenants Conditions and Restrictions of Cypress Lakes recorded on June 8, 2017, at Official Document No. 20170320213, in the Public Records of Orange County, Florida (hereinafter referred to as the 'Declaration'), and

WHEREAS, Article XI, Section 13 of the Declaration entitled "Garages, Carports, and Outbuildings"; currently does not allow utility sheds, or other types of outbuildings intended for storage,

to exist on a Lot. As storage in garages can create other problems (such as additional parking on the street) the Association offered the membership the opportunity to vote to remove this restriction and allow storage sheds so long as they conform with the restrictions below and are approved by the CLARC; and

WHEREAS, a Membership Meeting was held on April 12, 2022 which was noticed on January 21, 2022 at least sixty (60) days prior; and

WHEREAS, the total number of eligible votes of Members of the Association was 1268 and the number of votes required to constitute a quorum was 127 the total number of votes cast was 375, and the total number of votes needed to approve each amendment to the Declaration was 188; and

WHEREAS, the votes received for and against each amendment to the Declaration was as follows: Article XI, Section 13, with respect to allowing for certain types of storage sheds to be place in the rear of a Lot 289 for, 86 against.

WHEREAS, this Amendment shall become effective upon its recording in the Public Records in and for Orange County, Florida; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration.

3. **Amendments.** The following amendments are hereby made to the respective provisions of the Declaration.

3.1 Article XI, Section 13 is hereby amended with the following ~~deletions~~ and insertions:

Section 13. Garages, Carports, and Outbuildings. Every residential unit within Cypress Lakes is required to have an attached garage. All garages must be approved by the CLNCC and/or CLARC, as applicable. No utility shed or outbuilding or other unattached structure shall be placed upon any ~~Lot~~. Storage sheds are permitted on a Lot provided they conform with the requirements stated herein and are approved by the CLARC prior to installation. The CLARC may promulgate additional rules regarding storage sheds but such rules may not conflict with any provision contained herein.

Location: Storage sheds may not be attached to the house and must not be located more forward on the Lot than the furthest point of the rear of the dwelling. Storage sheds are only permitted on Lots that are enclosed by an approved fence. Sheds located on lakefront Lots or conservation-front Lots may not be located in any location which unreasonably interferes with a neighboring Lot's view.

Size: Storage sheds shall not be larger than ten (10) feet by eight (8) feet. Storage sheds shall not extend higher than one (1) foot higher than the fence line for the approved fence that exists on the

Lot. Note, the maximum height of an approved shed could vary depending on the type of Lot in accordance with the then current CLARC Guidelines.

Materials and Color: Storage sheds shall only be constructed of metal or wood only. Their color shall only include paint colors that are included on the dwelling on the Lot where the storage shed is located.

Uses: Storage sheds shall only be used for the storage of items which are otherwise permitted in the community. They shall not be used as living quarters or for the storage or breeding of animals or fowl.

Maintenance: Storage sheds shall be well maintained at all times. While it is impossible to identify every item that could cause a storage shed to be determined to fail to be maintained appropriately, generally, storage sheds shall be free from rust, cracked or chipped paint, damaged exterior surfaces, warping, structural defects, or any other condition which causes the storage shed appear to be in a state of disrepair or to exist in a state which is not aesthetically pleasing.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

5. **Headings.** The paragraph headings have been inserted for convenience and reference only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. **Severability.** Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted in accordance with the Declaration and executed by the Declarant on the day and year indicated below.

Witnesses:

Signature: [Handwritten Signature]
Print Name: Mania Gomez

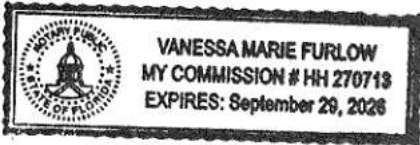
Signature: [Handwritten Signature]
Print Name: Vanessa M. Furlow

Association:

Signature: [Handwritten Signature]
Print: Daniel Weston
as the President of Cypress Lakes Community Association, Inc.

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of September 2022 by Daniel Testin as the President of CYPRESS LAKES COMMUNITY ASSOCIATION, INC. who is personally known to me or produced _____ as identification.



Vanessa M. Furlow
Notary Public
My Commission Expires: 9/29/24

Witnesses:

Signature: [Signature]

Print Name: Lisa S Bitner

Signature: [Signature]

Print Name: Maria Gomez

Association:

Signature: [Signature]

Print: ANDREW G. BITNER
as the Secretary of Cypress Lakes Community Association, Inc.

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of September 2022 by Andrew Bitner as the Secretary of CYPRESS LAKES COMMUNITY ASSOCIATION, INC. who is personally known to me or produced _____ as identification.

Vanessa M. Furlow
Notary Public
My Commission Expires: 9/29/24

