

*The Homeowner's Association
of Cypress Cove*

Post Office Box 933, Lutz, FL 33549
www.liveinlutz-cypresscove.com
The Homeowner's Association of Cypress Cove



ARTICLES OF INCORPORATION
OF
CYPRESS COVE HOMEOWNER'S
ASSOCIATION, INC.

FILED
1993 JUN -4 AM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Cypress Cove Homeowner's Association, Inc. (hereinafter called the "Association").

ARTICLE II

amended
to change
This Association's registered office is 6610 E. Fowler Ave., Suite D, Tampa, FL 33617 and its registered agent is J. Glen McDonnell, who resides at that address. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the "Property"), and more particularly described as:

See Exhibit "A" attached hereto and incorporated by reference.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. Without limitation, this Association is empowered to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the Public Records of Pasco County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all

any of (c) thru (f) done?

of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(f) have and to exercise any all powers, rights and privileges which a non-profit corporation organized under Florida law may now or hereafter have or exercise.

ARTICLE IV

Membership

Every person who from time to time holds the record for simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration or any Supplemental Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration or any Supplemental Declaration, and membership may not be transferred other than by transfer of title to such Lot.

ARTICLE V

Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the anniversary date five years from the date when the first Lot is conveyed to an individual purchaser.

this on
12/31/95

ARTICLE VI

Board of Directors

Section 1. This Association's affairs are managed by a Board of Directors initially composed of (3) Directors. The number of directors, from time to time may be changed by amendment to this Association's By-Laws. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by a majority vote of the remaining Directors or Director, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors are elected by secret written ballot at this Association's annual meeting, beginning with the first annual meeting. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

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3-5?

amend

Section 2. The names and addresses of the persons who will serve as directors until their successors have been duly elected and qualified, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>ADDRESS</u>
J. Glen McDonnell	6610 E. Fowler Avenue, Suite D Tampa, Florida 33617
Richard V. Dunn	1445 W. Busch Blvd. Tampa, Florida 33612
Michael T. Trocke	Ste. 1400, 501 E. Kennedy Blvd. Tampa, Florida 33602

ARTICLE VII

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
J. Glen McDonnell	6610 E. Fowler Avenue, Suite D Tampa, FL 33617
Richard V. Dunn	1445 W. Busch Blvd. Tampa, FL 33612

ARTICLE VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

Duration

The corporation shall exist perpetually.

ARTICLE X

By-Laws

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of seventy-five (75%) percent of each class of members, except as to those provisions for Amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XI

Amendments

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of seventy-five (75%) percent of each class of members, except as to those provisions for Amendment to these Articles which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XII

Interpretation


Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIII


FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 28th day of May, 1985.



J. GLEN MCDONNELL



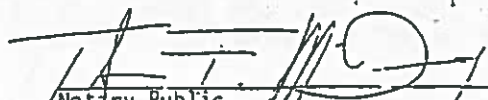
RICHARD V. DUNN

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE ME, the undersigned authority, this day personally appeared J. GLEN MCDONNELL and RICHARD V. DUNN, to me well known to be the persons who acknowledged to me that they executed the foregoing for the purposes set forth herein.

WITNESS my hand and official seal this 28th day of May 1985.



Notary Public

My Commission Expires: 10-10-86


FILED

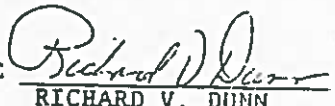
JUN -4 11:10 54
SECRET

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED


IN COMPLIANCE WITH SECTIONS 48.091 AND 607.325, FLORIDA
STATUTES, THE FOLLOWING IS SUBMITTED:

CYPRESS COVE HOMEOWNER'S ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF LUTZ, STATE
OF FLORIDA, HAS NAMED J. GLEN McDONNELL, LOCATED AT
6610 E. Fowler Avenue, Suite 0, City of Tampa, STATE OF FLOR-
IDA 33617. AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN
FLORIDA.

SIGNATURE 
J. GLEN McDONNELL
TITLE Incorporator
DATE 5-30-85

SIGNATURE 
RICHARD V. DUNN
TITLE Incorporator
DATE 5-20-85

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CER-
TIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES, INCLUDING
THE DUTIES AND OBLIGATIONS IMPOSED BY SECTION 607.325, RELATIVE
TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE 
J. GLEN McDONNELL
DATE 5-30-85

FILED
 JUN - 4 1908
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

DRAINAGE DIVIDE

SYMBOL	SOIL BORING LOCATION AND NUMBER	CURVE NO.	DELTA	RADIUS	ARC	TANGENT
⊕	SOIL BORING LOCATION AND NUMBER					
⊕	DENOTES WATER TABLE DEPTH					
⊕	TREE TRUNK DIAMETER					
⊕	DAIK	1	67°21'15"	225.00'	504.50'	148.65'
⊕	CYPRESS	2	67°23'48"	237.91'	278.55'	123.65'
⊕	ELM	3	57°28'18"	313.77'	276.43'	147.83'
⊕	DAIK	4	12°10'19"	703.42'	148.43'	73.03'
⊕	CYPRESS	5	33°15'40"	300.00'	174.15'	99.61'
⊕	ELM	6	47°44'12"	346.49'	289.65'	153.33'
⊕	DAIK	7	52°51'50"	200.00'	184.53'	95.42'
⊕	PALM	8	25°49'51"	235.00'	103.51'	52.70'
⊕	PALM	9	51°42'10"	200.00'	160.47'	55.50'
⊕	PINE	10	21°47'12"	376.72'	143.25'	72.50'
⊕	CAMPION					
⊕	MULBERRY					
⊕	DENOTES CURVE NUMBER					

LEGAL DESCRIPTION:

Begin at the southeast corner of the southeast 1/4 of the southeast 1/4 of section 35, Township 38 South, Range 18 East, Polk County, Florida; said point being on the North line of 702000 SUBDIVISION, PHASE 4, as per map or plat thereof recorded in Plat Book 19, Page 3 and 19, inclusive of the Public Records of Polk County, Florida; run thence S.89°50'18"W., a distance of 308.81 feet to a point on a curve to the left having a radius of 490.42 feet along the South boundary of the southeast 1/4 of the southeast 1/4 of said section 35, a distance of 508.81 feet to a point on a curve to the left having a radius of 490.42 feet thence S.0°04'45"W., a distance of 1355.08 feet thence S.08°58'15"W., a distance of 190.00 feet to the southeast corner of the southeast 1/4 of said section 35, a distance of 90.01 feet thence N.89°59'15"E., a distance of 212.00 feet along the West boundary of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, a distance of 190.00 feet thence N.81°33'41"E., a distance of 114.03 feet to a point on a curve to the left having a radius of 175.00 feet thence S.0°04'45"W., a distance of 190.00 feet thence N.81°33'41"E., a distance of 109.72 feet thence N.08°49'15"E., a distance of 193.18 feet thence S.0°04'45"W., a distance of 356.00 feet thence N.08°49'15"E., a distance of 140.00 feet to a point on a curve to the left having a radius of 175.00 feet thence S.0°04'45"W., a distance of 10.39 feet thence N.89°59'15"E., a distance of 193.18 feet thence S.0°04'45"W., a distance of 356.00 feet thence N.08°49'15"E., a distance of 140.00 feet to a point on a curve to the left having a radius of 175.00 feet thence S.0°04'45"W., a distance of 10.39 feet thence N.89°59'15"E., a distance of 193.18 feet to a point on the East boundary of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 35, a distance of 184.42 feet to the southeast corner of the southeast 1/4 of the Northwest 1/4 of said section 35, and along the East boundary of the Southeast 1/4 of the Northwest 1/4 of said section 35, a distance of 184.42 feet to the northeast corner of the plot of said 702000 SUBDIVISION, PHASE 4, a distance of 639.64 feet to the Point of Beginning.

Containing 47.199 Acres, more or less.

what is it?
 11 11 + 1

City of Pasco County, Pasco County

83.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CYPRESS COVE SUBDIVISION PHASE 2

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION is made this 31st day of October 1985, by Universal Homes, Inc., and Habitat Builders, Inc., together with the other persons who have joined in the execution hereof, collectively referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain lands in Pasco County, Florida, described in Exhibit A as Cypress Cove Subdivision Phase 2 according to the plat thereof, as same is recorded in Plat Book 23, Page 141 of the Public Records of Pasco County, Florida and collectively called the Properties in this Declaration.

WHEREAS, Declarant intends to develop the Properties into a residential community; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Properties to protect their value and desirability;

NOW, THEREFORE, Declarant declares that all of the Properties described above will be held, sold and conveyed subject to the following easements, conditions, covenants, maintenance requirements, and restriction, all of which are for the purpose of protecting the value and desirability of, and will run with, the Properties and be binding upon all persons having any right, title or interest therein, or any part, their respective heirs, successors and assigns, and which will inure to the benefit of Declarant, hereinbelow each Owner, and the Association, as such terms are defined in this Declaration.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows where ever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws"):

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 2. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means Cypress Cove Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. "Board" means the Association's Board of Directors.

Section 5. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners and initially means the lands described as Tract B and Tract C on the plat of Cypress Cove Subdivision Phase 2 as recorded in Plat Book 23, Page 141 of the Public Records of Pasco County, Florida.

THIS INSTRUMENT PREPARED BY:

BARBARA J. WILSON

ALL SERVICE TITLE COMPANY

D. H. ...

FILED FOR RECORD
IN THE PUBLIC RECORDS
OF PASCO COUNTY, FLORIDA
NOV 7 2 27 PM '85

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O.R. 1457 PG 0204

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Section 6. "Declarant" means Universal Homes, Inc., and Habitat Builders, Inc., together with the other persons who have joined in the execution of the Declaration and such of its successors and assigns as acquire an interest in more than one undeveloped lot from Declarant, for purposes of development, but Declarant shall not include successors and assigns of Developer who acquire an interest in more than one undeveloped Lot for personal use and not for purposes of development.

Section 7. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 8. "Interpretation" Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality or any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Pasco County with the exception of the Common Area.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including

contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Person" means any natural person or artificial entity having legal capacity.

Section 18. "Recorded" means filed for record in the Public Records of Pasco County, Florida.

ARTICLE II PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's right: to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remain unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present in person or by proxy and voting at a meeting duly convened for such purpose as provided in Article VI, Section 2, below.

(d) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

(f) Access Easement. Declarant grants each Owner, and the Association, a private, nonexclusive easement for pedestrian ingress and egress over, across, and through that portion of the Properties described as Tract B and Tract C on the recorded subdivision plat of the Properties. All use of such easement will be in a reasonable manner so as to cause the least practical disturbance to other Owners.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot

enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates the portion of the Properties described as Common Area on the recorded plat and made a part hereof for use as public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Declarant also indicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Declarant grants to such utilities jointly and severally, easements for such purposes.

Section 4. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except for items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association.

(c) Signs. No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a lot sign of not more than six square feet in size advertising a Lot for sale or rent, provided that these restrictions shall not apply to signs used by a Builder to advertise the property during the promotion and construction of the houses and sale of lots, (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations.

(d) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No noxious, destructive, or offensive activity is permitted anywhere within the Properties that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties.

(e) Use of Lots. Each Lot may be improved and used for residential purposes only, and no trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties.

Section 5. Animals. No animals, livestock, or poultry may be raised, bred, or kept anywhere within the Properties, except that dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred or maintained for any commercial purpose and (ii) they are quartered within the residential dwelling unit on such Lot and (iii) the number of pets upon any Lot does not exceed two (2). Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practicable whether it is located upon or off a Lot. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 6. Trash. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 7. Appurtenances. No permanent clothes lines may be installed or maintained anywhere within the Properties except within the backyard on any Lot and screened from view. No television and radio masts, outside antennas may be installed or maintained anywhere within the Properties except within the backyard on any Lot and screened from view. No signal receiving dishes or related attachments may be installed or maintained anywhere within the properties. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 8. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant parkways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 hereunder and Article IV, Section 4 hereunder.

Section 9. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties and all Owners and other persons residing with the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

Section 10. Dwellings. Only one dwelling may be constructed on any Lot. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be constructed on any Lot except temporary buildings used during the construction and promotion of the houses and sales of the lots herein described.

Section 11. Access By Association. The Association has a right to entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of

discharging any duty or right or exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 12. No fences shall be erected or maintained on any Lot or Lots which shall be in excess of six feet in height, or hedges of shrubbery, which shall not exceed an average height of six feet. Fences located in the front of the front setback line are prohibited. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article V.

Section 13. No trailers, campers, boats, commercial vehicles, junk cars, or cars under repair, of any kind shall be parked on or adjoining the property on public right-of-way, unless inside a covered garage, or parked on side setbacks and fenced to block view with the exception of delivery vehicles or service vehicles while in the process of performing their services.

Section 14. No trees can be removed from the lots once all construction is complete unless the tree has died or with the approval of the Architectural Committee. It shall be replaced by the Owner of the Lot at his expense per direction of the Architectural Committee.

Section 15. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

Section 16. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass over and landscape the Lot in a sightly manner.

Section 17. The minimum square footage of each residence shall be 900 square feet with each residence containing an attached garage of similar architectural style as the main residence.

ARTICLE III THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1995.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management, operation, improvements, equipment and personal property installed by Declarant on the Common Area as part of the Work, so as to keep all of the foregoing in good, clean, substantial, attractive, sanitary, safe, and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. Exterior Maintenance. The Association has no duty, of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 8 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant parkways, in a safe, sanitary and reasonable attractive condition. If:

(a) Any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 8, above; and

(b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or measurably diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and

(c) Not less than seventy-five percent (75%) of the members of the Board so find after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article IV, Section 4, below.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or its Articles, By-Laws, rules and regulations.

Section 6. Rules and Regulations. The Association, from time to time, may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the properties, consistent with the rights and duties established

by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 7. Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the work, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present in person or by proxy and voting at a meeting duly convened for such purposes as provided in Article VI, Section 2, below.

ARTICLE IV ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Declarant covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree to pay to the Association.

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection, including reasonable attorneys' fees, as provided in this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 8, below. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area; and (ii) the cost of labor, equipment, materials, management, supervision of the Common Area; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided such assessment first is approved by seventy-five percent (75%) of the members present in person or by proxy and

voting at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it with thirty (30) days after written demand.

Section 5. Amount. Until the close of the first fiscal year following Declarant's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per Lot. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual continuation of an annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than one hundred fifteen percent (115%) of the annual assessment then in effect, or would increase the budget by an amount not exceeding the increase in the Consumer Price Index ("CPI") published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present and voting will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot to an Owner other than Declarant and will be prorated on the basis of the number of months then remaining in the Association's fiscal year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Associations. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all

other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but it not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that becomes due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and others deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt for the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except pursuant to foreclosure of the Association's lien.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrance holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights to the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for

the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Authority. Except for dwellings and their appurtenances installed by Declarant no dwelling, building, parking cover, shed, structure, fence, outbuilding, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the standards set out in Section 2 herein by the Board or any Architectural Committee appointed by the Board consisting of three (3) or more individuals. Such approval will not be reasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original Work. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Standards. In reviewing any particular application, the Board of Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owner in maintaining the value and desirability of the Properties as a residential community.

Section 3. Time Limit to Build. Construction of the exterior and interior of any structure shall be completed within one hundred and eighty (180) days from the date of commencement of construction thereof; provided, however, that the Board of the Architectural Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article IV, Section 4. Failure by the Association or any Owner to enforce

any provision contained in this Declaration does not constitute a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty(60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be call subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity while otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 4. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community and, in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration shall be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential properties may be annexed to the Properties or additional Common Area with the consent of seventy-five percent (75%) of the Members of the Association.

Section 6. Easements for Deminimum Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for deminimum unintentional encroachments.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date stated above.

SIGNATURE WITNESSED BY:

100002 10 0383 11-07-85 1003

UNIVERSAL HOMES, RECORDING Florida Corporation 01 00 40 53.00 10 CASH TOTAL 2 51.00

Carmen Blakely
Robert Gieder

J. Glen McDonnell
J. Glen McDonnell, President

Carmen Blakely
Robert Gieder

Thomas F. McDonnell
Thomas F. McDonnell, Vice President

HABITAT BUILDERS, INC., a Florida Corporation

Richard V. Dunn
Sally Steinberg

Richard V. Dunn
Richard V. Dunn, President

Richard V. Dunn
Sally Steinberg

Kenneth A. Jones
Kenneth A. Jones, Executive Vice President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by J. Glen McDonnell and Thomas F. McDonnell, President and Vice President of UNIVERSAL HOMES, INC., a Florida Corporation, as authorized by and on behalf of said corporation.

Karen A. Arsenault
NOTARY PUBLIC

My Commission Expires:

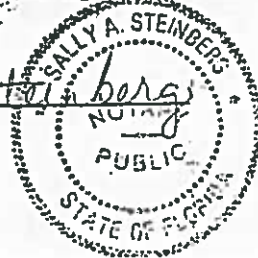
Notary Public, State of Florida
My Commission Expires May 26, 1986

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by Richard V. Dunn and Kenneth A. Jones, President and Executive Vice President of HABITAT BUILDERS, INC., a Florida Corporation, as authorized by and on behalf of said corporation.

Sally A. Steinberg
NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 23, 1989



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CYPRESS COVE SUBDIVISION PHASE 2

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION is made this _____ day of _____, 1985, by Universal Homes, Inc., and Habitat Builders, Inc., together with the other persons who have joined in the execution hereof, collectively referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain lands in Pasco County, Florida, described in Exhibit A as Cypress Cove Subdivision Phase 2 according to the plat thereof, as same is recorded in Plat Book 23, Page 141 of the Public Records of Pasco County, Florida and collectively called the Properties in this Declaration.

WHEREAS, Declarant intends to develop the Properties into a residential community; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Properties to protect their value and desirability;

NOW, THEREFORE, Declarant declares that all of the Properties described above will be held, sold and conveyed subject to the following easements, conditions, covenants, maintenance requirements, and restrictions, all of which are for the purpose of protecting the value and desirability of, and will run with, the Properties and be binding upon all persons having any right, title or interest therein, or any part, their respective heirs, successors and assigns, and which will inure to the benefit of Declarant, hereinbelow each Owner, and the Association, as such terms are defined in this Declaration.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows where ever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws"):

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 2. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means Cypress Cove Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. "Board" means the Association's Board of Directors.

Section 5. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners and initially means the lands described as Tract B and Tract C on the plat of Cypress Cove Subdivision Phase 2 as recorded in Plat Book 23, Page 141 of the Public Records of Pasco County, Florida.

Section 6. "Declarant" means Universal Homes, Inc., and Habitat Builders, Inc., together with the other persons who have joined in the execution of the Declaration and such of its successors and assigns as acquire an interest in more than one undeveloped lot from Declarant, for purposes of development, but Declarant shall not include successors and assigns of Developer who acquire an interest in more than one undeveloped Lot for personal use and not for purposes of development.

Section 7. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 8. "Interpretation" Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality or any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Pasco County with the exception of the Common Area.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including

contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Person" means any natural person or artificial entity having legal capacity.

Section 18. "Recorded" means filed for record in the Public Records of Pasco County, Florida.

ARTICLE II PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's right: to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remain unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present in person or by proxy and voting at a meeting duly convened for such purpose as provided in Article VI, Section 2, below.

(d) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

(f) Access Easement. Declarant grants each Owner, and the Association, a private, nonexclusive easement for pedestrian ingress and egress over, across, and through that portion of the Properties described as Tract B and Tract C on the recorded subdivision plat of the Properties. All use of such easement will be in a reasonable manner so as to cause the least practical disturbance to other Owners.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot

enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates the portion of the Properties described as Common Area on the recorded plat and made a part hereof for use as public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Declarant also indicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Declarant grants to such utilities jointly and severally, easements for such purposes.

Section 4. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except for items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association.

(c) Signs. No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a lot sign of not more than six square feet in size advertising a Lot for sale or rent, provided that these restrictions shall not apply to signs used by a Builder to advertise the property during the promotion and construction of the houses and sale of lots, (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations.

(d) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No noxious, destructive, or offensive activity is permitted anywhere within the Properties that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties.

(e) Use of Lots. Each Lot may be improved and used for residential purposes only, and no trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties.

Section 5. Animals. No animals, livestock, or poultry may be raised, bred, or kept anywhere within the Properties, except that dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred or maintained for any commercial purpose and (ii) they are quartered within the residential dwelling unit on such Lot and (iii) the number of pets upon any Lot does not exceed two (2). Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practicable whether it is located upon or off a Lot. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 6. Trash. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 7. Appurtenances. No permanent clothes lines may be installed or maintained anywhere within the Properties except within the backyard or any Lot and screened from view. No television and radio masts, outside antennas may be installed or maintained anywhere within the Properties except within the backyard on any Lot and screened from view. No signal receiving dishes or related attachments may be installed or maintained anywhere within the properties. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 8. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant parkways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 hereunder and Article IV, Section 4 hereunder.

Section 9. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties and all Owners and other persons residing with the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

Section 10. Dwellings. Only one dwelling may be constructed on any Lot. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be constructed on any Lot except temporary buildings used during the construction and promotion of the houses and sales of the lots herein described.

Section 11. Access By Association. The Association has a right to entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of

discharging any duty or right or exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 12. No fences shall be erected or maintained on any Lot or Lots which shall be in excess of six feet in height, or hedges of shrubbery, which shall not exceed an average height of six feet. Fences located in the front of the front setback line are prohibited. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article V.

Section 13. No trailers, campers, boats, commercial vehicles, junk cars, or cars under repair, of any kind shall be parked on or adjoining the property on public right-of-way, unless inside a covered garage, or parked on side setbacks and fenced to block view with the exception of delivery vehicles or service vehicles while in the process of performing their services.

Section 14. No trees can be removed from the lots once all construction is complete unless the tree has died or with the approval of the Architectural Committee. It shall be replaced by the Owner of the Lot at his expense per direction of the Architectural Committee.

Section 15. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

Section 16. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass over and landscape the Lot in a sightly manner.

Section 17. The minimum square footage of each residence shall be 900 square feet with each residence containing an attached garage of similar architectural style as the main residence.

ARTICLE III THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1995.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management, operation, improvements, equipment and personal property installed by Declarant on the Common Area as part of the Work, so as to keep all of the foregoing in good, clean, substantial, attractive, sanitary, safe, and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 8 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant parkways, in a safe, sanitary and reasonable attractive condition. If:

(a) Any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 8, above; and

(b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or measurably diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and

(c) Not less than seventy-five percent (75%) of the members of the Board so find after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article IV, Section 4, below.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or its Articles, By-Laws, rules and regulations.

Section 6. Rules and Regulations. The Association, from time to time, may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the properties, consistent with the rights and duties established

by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 7. Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the work, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present in person or by proxy and voting at a meeting duly convened for such purposes as provided in Article VI, Section 2, below.

ARTICLE IV ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Declarant covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree to pay to the Association.

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection, including reasonable attorneys' fees, as provided in this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 8, below. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area; and (ii) the cost of labor, equipment, materials, management, supervision of the Common Area; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided such assessment first is approved by seventy-five percent (75%) of the members present in person or by proxy and

voting at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it with thirty (30) days after written demand.

Section 5. Amount. Until the close of the first fiscal year following Declarant's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per Lot. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual continuation of an annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than one hundred fifteen percent (115%) of the annual assessment then in effect, or would increase the budget by an amount not exceeding the increase in the Consumer Price Index ("CPI") published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present and voting will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot to an Owner other than Declarant and will be prorated on the basis of the number of months then remaining in the Association's fiscal year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Associations. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all

other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but it not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that becomes due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and others deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt for the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except pursuant to foreclosure of the Association's lien.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrance holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights to the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for

the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Authority. Except for dwellings and their appurtenances installed by Declarant no dwelling, building, parking cover, shed, structure, fence, outbuilding, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the standards set out in Section 2 herein by the Board or any Architectural Committee appointed by the Board consisting of three (3) or more individuals. Such approval will not be reasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original Work. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Standards. In reviewing any particular application, the Board of Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owner in maintaining the value and desirability of the Properties as a residential community.

Section 3. Time Limit to Build. Construction of the exterior and interior of any structure shall be completed within one hundred and eighty (180) days from the date of commencement of construction thereof; provided, however, that the Board of the Architectural Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article IV, Section 4. Failure by the Association or any Owner to enforce

any provision contained in this Declaration does not constitute a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity while otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 4. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community and, in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration shall be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential properties may be annexed to the Properties or additional Common Area with the consent of seventy-five percent (75%) of the Members of the Association.

Section 6. Easements for Deminimum Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for deminimum unintentional encroachments.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Cypress Cove II Homeowner's Association
Rules & Regulations Adopted 11-17-91

Parking

Vehicles are to be parked in the garage and/or driveway. Vehicles parked on the front lawn are in violation of deed restrictions and will be towed at owner's expense. Vehicles may only be parked on the side of the property when parked behind side setbacks and fenced to block view. Trailers, campers, boats, commercial vehicles, junk cars or cars under repair may only be parked inside the garage or behind fenced setbacks. Article II, Section 13.

Pools

Above/inground pools shall be fenced to block view, shall comply with county regulations and be subject to review by the architectural committee as provided in Article V.

Landscaping

Landscaping is the planting/maintenance of generally accepted garden plants, coverage and ornamentation necessary to promote weed-free environment for optimum plant growth and which will assure harmony in relation to surrounding lots. Article I, Section II.

Animals

The number of pets upon any lot may not exceed 3 (three). Article II, Section 5 (iii). (All other provisions remain the same.)

Fences

The type of fencing to be used must be submitted to and approved in writing by the Architectural Committee.

Time to Build

Construction must be completed within 180 (one hundred eighty) days from the date of commencement. After 180 the approval given by the Architectural Committee will be considered void. The owner will be required to re-submit building plans for approval by the Architectural Committee. Article V, Section 3.

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**BY-LAWS
OF CYPRESS COVE
HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is Cypress Cove Homeowner's Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 6610 E. Fowler Ave., Suite D, Tampa, Florida 33617, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough or Pasco County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cypress Cove Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean the real property, if any, owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Universal Homes, Inc. and Habitat Builders, Inc. or their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in Public Records of Pasco County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven

o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes or each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies all be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. At said annual meeting, the members shall elect three (3) directors for a term of three (3) years, one (1) director for a term of two (2) years, and one (1) director for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval

of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among member or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director. Said notice may be waived at a prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors, such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing member of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount

(missing next-to-last page)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Cypress Cove Homeowner's Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the ____ day of _____, 1985.

IN WITNESS WHEREOF, we, being all of the directors of the Cypress Cove Homeowner's Association, Inc. have hereunto set our hands this ____ day of _____, 1985.

/s/ RICHARD V. DUNN, Secretary.

**NOTICE OF PRESERVATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS**

WHEREAS, a Declaration of Covenants and Restrictions relative to The Homeowner's Association of Cypress Cove, Inc. subdivision was recorded in Official Records Book 1457 at Page 0804 of the Public Records of Pasco County, Florida, all of the foregoing documents being hereafter collectively referred to as "Declaration," and

WHEREAS, the land affected by this Notice is identified in the Declaration and is described as follows:

"All of CYPRESS COVE SUBDIVISION PHASE 2, according to the Plat thereof, recorded in Plat Book 23, Page 141, of the Public Records of Pasco County, Florida;

WHEREAS, pursuant to the provisions of Section 712.05, Florida Statutes, The Homeowner's Association of Cypress Cove, Inc. (hereinafter "Association"), has the authority and desires to preserve the Declaration from extinguishment by the operation of Florida law by filing for record this Notice in accordance with the provision of such Florida statute; and

WHEREAS, the Association desires that this Notice shall have the effect of so preserving such Declaration from extinguishment by the operation of Florida law and all of the rights, duties, and obligations contained therein for a period of thirty (30) years after the filing of this Notice unless again filed as required pursuant to applicable law; and

WHEREAS, the execution and recording of this Notice has been approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association at a meeting for which a notice, stating the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Florida Statutes, was mailed or hand delivered to members of the Association not less than seven (7) days prior to such meeting.

NOW THEREFORE, in accordance with the foregoing, this Notice of Preservation of Declaration of Covenants and Restrictions (hereinafter "Notice") is made by the Association, as authorized pursuant to the provisions of Section 712.05, Florida Statutes, as follows:

1. The Association, as hereinbefore defines, and by execution hereof, pursuant to the provisions of Section 712.05, Florida Statutes, does hereby preserve and protect from extinguishment by operation of the provision of Section 712.01, et. seq., Florida Statutes, all of the terms, provisions, and conditions of the Declaration.
2. The preservation of the Declaration as contained in this Notice shall have the effect of preserving all of the terms, provisions, and conditions of the Declaration from extinguishments by operation of the provisions of Section 712.01, et. seq., Florida Statutes, for a period of thirty

(30) years after the recording of this Notice, unless a subsequent notice is filed which further preserved the terms of the Declaration in accordance with applicable law.

3. If any term of this Notice is illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of any applicable law or laws and such term, as so modified, and the balance of this Notice shall be fully enforceable.
4. This Notice is not intended to, and shall not be considered to, change, alter, modify, or amend the Declaration or any provision thereof, including without limitation, Article 3 of the Declaration. This action is not intended to burden any property which is not already burdened by the Declaration.

IN WITNESS WHEREOF the Association has hereunto set its hand and seal this 27th day of October, 2015.

WITNESSES:

**THE HOMEOWNER'S ASSOCIATION OF
CYPRESS COVE, INC.**

By: [Signature]
R SCHMIDT
(Print Name)

By: Carolina Epi
Carolina Epi, Vice President

[Signature]
R SCHMIDT
(Print Name)

Attest: [Signature]
Denny JOHNSON, ~~Secretary~~ President

Address of Association:


P.O. Box 933
Leetoy, FL 33549

**SEE AFFIDAVIT CONSISTING OF TWO PAGES ATTACHED HERETO.
(NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE)**

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27th day of October, 2015, by Carolina Espi, Vice President of The Homeowner's Association of Cypress Cove, Inc., a Florida corporation on behalf of said corporation, who is () personally known to me, or () who has produced _____ as identification.

R. Schmidt
Notary Public - State of Florida



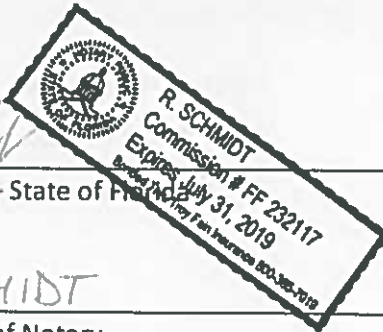
My Commission Expires:

R SCHMIDT
Printed Name of Notary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me, this 27th day of October, 2015, by Denny Johnson, President Secretary of The Homeowner's Association of Cypress Cove, Inc., a Florida corporation on behalf of said corporation, who is () personally known to me, or () who has produced _____ as identification.

R. Schmidt
Notary Public - State of Florida



My Commission Expires:

R SCHMIDT
Printed Name of Notary

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Denny Johnson ("Affiant") who is the ~~Vice~~ President and a member of the Board of Directors of The Homeowner's Association of Cypress Cove, Inc. a Florida Corporation ("Association"), who being duly sworn, deposes and says as follows:

1. Affiant is the ~~Vice~~ President and a member of the Board of Directors of the Association and as such has personal knowledge of the affairs of the Association relative to the matters which are the subject of this Affidavit.
2. That the Board of Directors of the Association has caused a statement in substantially the following form to be mailed or hand delivered to the members of the Association, together with the attached Notice of Meeting dated May 20th, 2015.

"STATEMENT OF MARKETABLE TITLE ACTION"

The Homeowner's Association of Cypress Cove, Inc., a Florida Corporation (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions recorded in Official Records Book 1457 at Page 0804 of the Public Records of Pasco County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

3. That this Affidavit has been prepared and executed in connection with the requirement of §712.06(1)(b), Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Denny Johnson
Denny Johnson, Vice President of The Homeowner's Association of Cypress Cove, Inc.

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27th day of October, 2015, by Denny Johnson, who is (✓) personally known to me or () who has produced _____ as identification.

R. Schmidt
Notary Public - State of Florida

R. SCHMIDT
Printed Name of Notary

My Commission Expires:





The Homeowners' Association of Cypress Cove, Inc.

A Deed Restricted Community

Important Announcement

It has been brought to the Board of Directors' attention that the Declaration of Restrictions (Deed Restrictions) will expire this year.

Florida law requires that a new Declaration must be filed at the end of 30 years. Please see the enclosed Florida Statute.

The Board of Directors invites your input to help us make a decision to continue the Cypress Cove Homeowner's Association.

We will hold a meeting of the General Membership (Homeowners) on May 20. It will be held in the Common area on the corner of Lake Floyd and Osprey Lane at 7:00 pm.

At the conclusion of the open forum, the Board of Directors will vote to either file a new Declaration or not.

Please feel free to contact a member of the Board with any questions you may have before the meeting.

Sincerely,

The Board of Directors

Gordon Mills - gmills1648@gmail.com

Caroline Espi - espi911@gmail.com

Rob Schmidt - onebigbucfan@yahoo.com

Lisa Johnson - fljohnsons5@yahoo.com

Denny Johnson - 9johnson@gte.net

*1750
Floyd
201.91.6110*

The Homeowners' Association of Cypress Cove, Inc.

Minutes of Board Meeting – Special Called

May 20, 2015

Meeting called to order by Denny Johnson

Location: Empty lot - Corner of Lake Floyd & Osprey

Board Member Attendees: Denny Johnson, Lisa Johnson, Carolina Espi, Rob Shmidt

Homeowner Attendees: See attached sign up sheet

Agenda:

1. Open forum on whether to continue with association. Overwhelming request to keep board. (18 yes requests). Discussion and reasons given for residents to want to keep the association include 1) power; 2) restrictions; 3) unified force for things like pot hole repair. Belief is that county agencies pay more attention to neighborhoods with association than those that do not.
2. A vote of the board members was held and all 4 in attendance – Denny Johnson, Rob Schmidt, Carolina Espi & Lisa Johnson - voted yes.
3. Discussed possibly gathering a volunteer committee to work on possibility of updating deed restrictions.
4. Adjourn.