

**SECOND NOTICE OF ANNUAL MEETING  
OF CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.**

**TO ALL MEMBERS:**

On **Tuesday, March 31, 2026 at 6:00 PM**, at **Moose Lodge, 210 Homestead Road S, Lehigh Acres, FL 33936**, the Annual Meeting of the Association will be held for the purpose of conducting the lawful business of the Association. The agenda for the Annual Meeting is:

1. Appointment of Inspectors of Elections.
2. Election of Directors.
3. Calling of the roll, certifying proxies and determination of quorum.
4. Proof of Notice of Meeting.
5. Agenda Approval
6. Reading and disposal of unapproved minutes.
7. Reports of Officers.
8. Reports of Committees.
9. Unfinished Business.
10. New Business.
  - A. Announcement of Election Results
  - B. Vote on Proposed Amended and Restated Declaration of Restrictions and Covenants (copy attached)
  - C. Vote on Proposed Amended and Restated Bylaws (copy attached)
  - D. Vote on Proposed Amended and Restated Articles of Incorporation (copy attached)
  - E. Vote on Rollover of excess funds, if any
  - F. Member Comments
11. Adjournment.

**30%** of all Association Members (a "quorum") must be present, in person or by proxy, at the meeting, in order for the business to be conducted. It is **VERY IMPORTANT** that you either **attend** or **provide a Limited Proxy/Meeting Ballot** in order to conduct business at this Annual Meeting.

**VOTING BY LIMITED PROXY/MEETING BALLOT**

If you attend the Annual Meeting and wish to vote on items on the agenda, the enclosed Limited Proxy/Meeting Ballot shall act as your Ballot. However, if you are unable to attend the Annual Meeting and wish to vote by proxy, the Limited Proxy/Meeting Ballot will act as your limited proxy. In that regard, please note the following:

1. A **limited proxy** is for the purpose of appointing **another person** to vote for you as you specifically direct (except for non-substantive items) in the event that you might not be able to attend the meeting. It must be signed by the person authorized to cast the vote for the unit. **Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by either husband or wife where**

**a third person is designated.**

2. The proxy should be submitted to the Association **prior to the scheduled time of the meeting**. It can be sent via hand-delivery to the Management Office, via mail addressed to the Association's mailing address at: **PO Box 1058, Lehigh Acres, FL 33970**, via email to: **mgmtprofl@aol.com**, or via facsimile to: **(239)368-1498**. It is encouraged that the proxy be submitted as long before the meeting as possible, in order to avoid delay in registration.

3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may **withdraw** your proxy when you register at the meeting.

4. A proxy may be **revoked** in writing or **superseded** by a later proxy to another person. It may also be **assigned** (substituted) by the person designated on the proxy to a third person if the person you designate as proxy decides that he or she will be unable to attend the meeting.

5. A **Limited Proxy/Meeting Ballot** form is enclosed with this notice for your use, if needed.

Please be sure to mail in your proxy, unless you plan to attend the Annual Meeting to cast your votes in person.

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Immediately following the Annual Meeting, the organizational meeting of the Board of Directors will be held for the purpose of electing officers of the Association and such other business as may lawfully be conducted. The agenda for the Board Meeting is as follows:

1. Certifying quorum – Call to Order.
2. Proof of Notice of Meeting.
3. Reading and Disposal of unapproved minutes
4. New Business –
  - a. Elect Officers
5. Adjournment.

Date: 3.10.26.

**BY ORDER OF THE BOARD OF DIRECTORS**

  
Allison Cefalu, CAM

**LIMITED PROXY/MEETING BALLOT**

The undersigned owner(s) or voting member of Unit No. \_\_\_\_\_ in **Cypress Pines Property Owners Association, Inc.**, appoints (Check one):

\_\_\_\_\_ a) **Jane Wiseman, Secretary** of the Association, on behalf of the Board of Directors, or

\_\_\_\_\_ b) \_\_\_\_\_ (if you check b, write in the name of your proxy) as my proxyholder\*, with power of substitution, to attend the meeting of the members of **Cypress Pines Property Owners Association, Inc.** to be held **Tuesday, March 31, 2026 at 6:00 PM**, at **Moose Lodge, 210 Homestead Road S, Lehigh Acres, FL 33936**, and any adjournment/recess thereof. In the event I attend the meeting in person, this will act as my meeting ballot. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS: By signing this proxy, your proxyholder automatically has general powers to vote on other issues that might come up at the meeting for which a limited proxy is not required. You can choose not to grant such general powers by checking the box below:

\_\_\_\_\_ I **do not** grant general powers to my proxyholder.

LIMITED POWERS: (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. Should the members approve the Proposed Amended and Restated Declaration of Restrictions and Covenants, as set forth in the attached?  
 YES  NO
2. Should the members approve the Proposed Amended and Restated Bylaws, as set forth in the attached?  
 YES  NO
3. Should the members approve the Proposed Amended and Restated Articles of Incorporation, as set forth in the attached?  
 YES  NO
4. Vote on rollover of excess Association funds, if any, to next year's budget. (Board recommends voting "In Favor" of rollover).  
 YES  NO
5. Vote on Election of *three (3)* Directors. **If you vote for more than *three (3)* candidate your ballot will be invalid.**  
 Jim Bartel  
 Jack Curlett  
 Phil Dent  
 Dan Frey  
 Theresa Shedlock  
 John Thistle

Date: \_\_\_\_\_.

SIGNATURE(S) OF OWNER(S) OR VOTING MEMBER:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

\*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, is an appointment of the **Secretary** of the Association as your proxyholder.

**DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.**

**SUBSTITUTION OF PROXY**

The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_ to substitute for me in the proxy set forth above.

Date: \_\_\_\_\_.

\_\_\_\_\_  
**PROXYHOLDER**

**THIS LIMITED PROXY/MEETING BALLOT IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.**

**CYPRESS PINES PROPERTY OWNERS ASSOCIATION, INC.**

**CANDIDATE INTEREST/INFORMATION SHEET**

By completing the following, I am requesting my name be placed on the Ballot for Election for a seat on the CCPOAI Board of Directors and attest that I have read and understand the requirements of Section 720.306(9)(b) Florida Statutes. (Below)

**Name:** Jim Bartel

**Cypress Pines Address:** 19909 Petrucka Cir N. **Prior**  
**Association or Related Experience:** CPPOAI Board 2018-2020 (President 2019-2020)  
Vice President 2023-2025

**Comments About Board Candidacy:**

To be honest with everyone, after retiring earlier this year and after already serving 5 years on this Board, running once again was not at the top of my list of things to do. However, I care about the community in which I live and I want it to succeed in a way which benefits everyone as best it can. To that end, I'm throwing my hat in one last time.

Unfortunately, our community is at a critical stage in its existence. The Board members that are chosen this cycle will determine in what form (or even if) this community survives. I believe its important that all Directors must share some common characteristics. First, Directors need to be engaged and they must have real knowledge of our current issues and understand how they are interrelated. Next, they should be able to discuss and debate those issues with others in a civil and professional manner. Lastly, they need to be able to incorporate a desire to do what's right for the community with some common sense as they make their decisions.

I believe I meet all of the above, but if you don't agree, fair enough. However, I do ask that you please apply those standards as you consider the other candidates. Our community depends upon it.

# CYPRESS PINED PROPERTY OWNER'S ASSOCIATION, INC.

## CANDIDATE INTENT / INFORMATION SHEET

Jack Curlett

19953 Lake Vista Circle

Katie and I purchased a King's Green condo in 2001 and in 2003 we purchased our 19953 home which was just across the street and subsequent to that we sold our home in sometimes very chilly Pensacola to become full time Majestic residents. Prior to Pensacola we lived in the Florida Keys for 30 plus years.

I was born and raised in Philadelphia and attended several parochial schools there until graduating from the University of Pennsylvania. With a diploma in hand, I walked down to the local US Army recruiter and then spent the next 80 months of my life, off and on, trying to make friends with SE Asian people who were definitely intent on not being my friend by shooting at me. Subsequent to that time period I spent the remainder of my life in the automobile industry with General Motors and following that the boat and yachting business, and cruising the Bahamas as well as the Caribbean when time and finances permitted.

Along with the latter time period I became involved with numerous environmental fishery and habitat NGOs (Non-Government Organizations) and non-profits organizations. I served as a Trustee on the South Florida National Parks Trust for 6 years, a board member and Vice Chair on the Fish and Wildlife Foundation of Florida for 9 years and a council member of the Florida Keys National Marine Sanctuary Advisory Council for 12 years. I was a founding board member of Bonefish Tarpon Trust, as well as the Ocean Reef Conservation Association, both non-profits.

During the time period 1993-1996 I served as a board member and President of the Landings of Largo Condominium Association (140 units), Key Largo, Florida. I then served on the Ocean Reef Club Homeowners Advisory Committee (1600 homes) 2010-2012 in Key Largo and then on the Marcus Pointe Homeowners Association Architectural Review Committee (550 homes) Pensacola, Florida 2019-2021.

As far as CPPOA I feel my wife and I are committed to our Majestic friends and neighbors and cannot envision 600 bargain basement homes surrounding us and would work to find the best arrangement possible for all of us going forward. That being said, I would like your vote. If not for me then, make sure you check the box for another full-time homeowner, as we will need "Boots on the Ground" and not somewhere north of here in the months to come. Also vote for new blood and new thoughts and keep that in mind also when you check that box.

Cypress Pines Property Owners' Association, Inc.

CANDIDTE INTENT/INFORMATION SHEET

Name: **Philip Dent**

Property Address: **20055 Lake Vista Cir #3**

PERMANENT ADDRESS: **Same as above.**

EDUCATION: **Licensed Community Association Manager, 24 years US Navy, 10 years formal Leadership training, retired Chief Petty Officer. Elected Pennsylvania public official as Township Supervisor, 10 years as Chairman, Police Dept & Road Department.**

PERSONAL BACKGROUND:

**Received Outstanding Community Volunteer Medal, US Navy for work involving local Pennsylvania YMCA. Certified wastewater treatment plant operator with an "A" Master license, 30 years.**

PRIOR HOA EXPERIENCE:

**Served 3 years on Cypress Pines Board, served as Chair of ARC committee, served on Streets & Maintenance committee, managed website for 3 years.**  
**Kings Greens Board member, 5 years and counting, 3 years as President, managed website for 4 years. I work tirelessly in my positions for the betterment of the community.**

COMMENTS ABOUT BOARD CANDIDACY:

**Intimately knowledgeable with all Association documents as licensed CAM. Served on the re-write documents committee for both Cypress Pines and Kings Greens.**  
**I take my role seriously, am personally involved, provide vendor oversight to ensure services provided equal invoices submitted.**

Cypress Pines Property Owners' Association, Inc.

CANDIDTE INTENT/INFORMATION SHEET

Name: DAN FREY

Property Address: 2005 PETRUCKA CIR. N. #1

PERMANENT ADDRESS: SAME AS ABOVE

EDUCATION: HIGH SCHOOL

PERSONAL BACKGROUND:

ORIGINALLY FROM CINCINNATI, OHIO MOVED  
TO FLORIDA 4 YRS AGO. MARRIED FOR 44 YRS.  
WORKED FOR DUKE ENERGY FOR 32 YRS IN THE  
NATURAL GAS DIVISION

PRIOR HOA EXPERIENCE:

CURRENTLY SERVING ON KINGS GREENS  
BOARD.

COMMENTS ABOUT BOARD CANDIDACY:

I FEEL THAT WE AS A COMMUNITY SHOULD  
HAVE PEOPLE FAMILIAR W/ THE COMMUNITY ON THE BOARD

Cypress Pines Property Owners' Association, Inc.

CANDIDTE INTENT/INFORMATION SHEET

Name: Teresa Shedlock

Property Address: 19995 Petrucka Circle N # 2

PERMANENT ADDRESS: same as above

EDUCATION: BS. Business West Virginia Wesleyan College

PERSONAL BACKGROUND:

4 kids, 5 grandkids, second marriage  
Managed and owned restaurants most  
of my adult life. Currently a Librarian.  
Enjoy travel + entertaining.

PRIOR HOA EXPERIENCE:

Treasurer at South Canterbury Condo Association  
Took the full day condo board class (2013)  
Social Committee at our community for  
2 1/2 years.

COMMENTS ABOUT BOARD CANDIDACY:

Hoping to add a permanent resident to the  
board, I also want to simplify our  
financial situation to be easier for  
residents to navigate.  
Seeking to work on amenities.

Cypress Pines Property Owners' Association, Inc.

CANDIDATE INTENT/INFORMATION SHEET

Name: John Thistle

Property Address: 19939 Etouka Circle #

PERMANENT ADDRESS: \_\_\_\_\_

EDUCATION: Graduated Everett High School 67 Graduated Northeastern University 1972 School of Engineering School of Mveller Water Systems Birmingham AL 1975 Licensed Drain Layer

PERSONAL BACKGROUND: City of Boston 1975 to Present Title 5 Septic license  
Licensed Civil Engineer retired 40 years experience Heavy and Highway Industry Retired as Vice President of Water Reel Corporation a division of Caruso Corporation lived in Community for 15 years  
Companion of Judi Murphy 1 daughter Larie

PRIOR HOA EXPERIENCE:  
8 years service to the board 2 years as board member 6 year as President of Cypress Pines at two different times. Very familiar as how our board operates

COMMENTS ABOUT BOARD CANDIDACY:  
I believe that as a board member each candidate should bring a skill that benefits the whole community (This is not a popularity contest)  
It is if that care brought before needs every member its utmost attention. To be a member is not an easy task it requires time and solid thinking



# SWFL CAM SERVICES

## Community Association Management

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### **CYPRESS PINES PROPERTY OWNERS ASSOCIATION, INC.**

#### **MINUTES FROM THE FEBRUARY 25, 2025 ANNUAL MEMBERSHIP MEETING**

1. 72 owners were present or represented by proxy establishing a quorum. The meeting was called to order at 11 AM.
2. The notice of meeting was posted and mailed in accord with Florida law.
3. The minutes from the January 16, 2024 Annual Meeting were approved as presented.
4. Al Roma welcomed the membership and thanked Dixie Burrell and Paula Carnell for their service on the board. James Bartel reported the association's website was established and encouraged owners to contact him if they were in need of assistance in accessing the site. Mark Giosa reported on the year-end financials and entertained questions from the owners present regarding line-item expenses and overages.
5. The Drainage Committee reported that the project is in the process of being finished and is on budget.
6. Unfinished Business.
  - a). The Board reported that to date there was no new information on the ownership of the golf course.

## 6. New Business

a). After tabulating the ballots Gary Hellickson and Jane Morgan Wiseman were announced as the 2 candidates receiving the most votes. The results were as follows: Gary Hellickson – 49, Jane Morgan Wiseman-43, Melissa Dortch -19, John Taylor- 17 and Phillip Dent -16.

b). The Board members for 2025/2026 were announced as Al Roma, Jim Bartel, Mark Giosa, Gary Hellickson and Jane Wiseman.

c). The results of the proxy votes were tallied as follows: 70 YES & 2 NO to roll over any excess funds from 2024 into 2025 to avoid taxation. 31 YES & 42 NO to not enforce the Bully Breed language in the association's Governing Documents.

d). Jim Bartell motioned to approve a proposal from the association's legal counsel to review and render proposed amendments to the association's Governing Documents. Dixie Burrell seconded. The motion carried 5-0.

e). No other New Business was discussed.

7. Owners commented on management duties, insurance, budgeting, drainage, financials, mail house theft, pledge of allegiance and prayer before meetings and the community website.

8. The meeting was adjourned at 12:05 PM.

SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.

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**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Cypress Pines Property Owners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on October 13, 1982, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Association's Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I  
NAME

The name of the corporation is Cypress Pines Property Owners' Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II  
PRINCIPAL OFFICE

The principal office of the corporation presently is 530 Construction Lane, Lehigh Acres, FL 33936, or as may be designated by the Board of Directors from time to time.

ARTICLE III  
PURPOSE AND POWERS

This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a not for profit corporation formed for the purpose of operating a corporate residential homeowners' association which, subject to a Declaration of Restrictions and Covenants, was recorded in Official Records Book 1642, Pages 2161, *et seq.*, of the Public Records of Lee County, Florida, as thereafter amended. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens 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

corporation, including all license fees, taxes or governmental charges levied or imposed against the Property or the Association;

(B) to make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas, the Lots, and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable Rules of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board or the Members;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the Voting Interests, present and voting, electronically, in person or by proxy at a duly called meeting of the Members;

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to obtaining approval of a majority of the Voting Interests present and voting at a meeting of the Members called for that purpose;

(H) to maintain, repair, replace, improve and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association and as provided in the Declaration;

(J) to grant, rescind, modify or move easements;

(K) to exercise all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the Declaration, these Articles and the Bylaws.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V  
TERM; DISSOLUTION

The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total Voting Interests. If the Association is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be conveyed to an agency of local government determined to be acceptable to South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be dedicated to a similar not for profit corporation.

ARTICLE VI  
BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal: Amendments to these Articles may be proposed by a majority of the Board or upon a petition of twenty-five percent (25%) of the Voting Interests at any regular or special meeting of the Members and shall be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of the Voting Interests who are present and voting, electronically, in person or by proxy, at a duly called meeting of the Members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida with

the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII  
DIRECTORS AND OFFICERS

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. Directors are required to meet all qualifications imposed by the Bylaws.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX  
INDEMNIFICATION

(A) Indemnitees. The Association shall indemnify any person who was, will be or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee, committee member, hearing panel member, or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) Indemnification. The Association shall indemnify any Indemnitee against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

(C) Determination of Applicability. Any indemnification under this Article IX, unless pursuant to determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper under the

circumstances because he or she has met the applicable standard of conduct set forth in Section IX(A) or (B). Such determination shall be made:

(i) By the Board by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

(ii) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(iii) By independent legal counsel;

a. Selected by the Board prescribed in paragraph IX(D)(i), or the committee prescribed in paragraph IX(D)(ii); or

b. If a quorum of the Directors cannot be obtained (or paragraph VIII(D)(i) and the committee cannot be designated under paragraph IX(D)(ii), selected by a majority vote of the full Board (in which Directors who are parties may participate); or

(iv) By a majority of the voting interests of the Association Members who were not parties to such proceeding.

(D) Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph IX(C)(iii) shall evaluate the reasonableness of expenses and may authorize indemnification.

(E) Advancing Expenses. Expenses incurred by an Indemnitee in defending a civil or criminal proceeding, or the threat of same, may be paid by the Association in advance of final disposition of such proceeding upon receipt of any undertaking by or on behalf of such Director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms that the Board deems appropriate.

(F) Exclusions. Indemnification or advancement of expenses shall not be made to or on behalf of any Indemnitee if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) A violation of the criminal law, unless the Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(ii) A transaction from which the Indemnitee derived and improper personal

benefit; or

(iii) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

(G) Continuation. Indemnification and advancement of expenses under this Article VIII shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be an Indemnitee and shall inure to the benefit of the heirs, executors, and administration of such a person, unless otherwise provided when authorized or ratified.

(H) Definitions. For purposes of this Article IX, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

(I) Effect. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of Members or otherwise.

(J) Amendment. Anything to the contrary herein notwithstanding, no amendment to this Article IX shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

AMENDED AND RESTATED BYLAWS OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.

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**AMENDED AND RESTATED BYLAWS OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.**

**1. GENERAL.** These are Bylaws of Cypress Pines Property Owners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on October 13, 1982, the original Declaration of Restrictions and Covenants was recorded in Official Records Book 1642, Pages 2161, *et seq.*, of the Public Records of Lee County, Florida, hereinafter the "Association". The corporation is organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

**1.1 Principal Office.** The principal office of the Association shall be as is listed with the Florida Department of State Division of Corporations, unless otherwise determined by the Board. A change in the address shall not be considered an amendment to these Bylaws.

**1.2 Terms.** The terms defined in the Articles as well as in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

**2. MEMBERS.** The Members of the Association are the record owners of legal title to the Lot. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot solely for purposes of determining use rights.

**2.1 Change of Membership.** A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of Lee County, Florida, of a Deed or other instrument evidencing legal title to the Lot in the member's name.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not a married couple, or by a trustee or a corporation or other entity which is not a natural person.

**2.2 Voting Interests.** The Members of the Association are entitled to one (1) vote for each Assessable Parcel, (Lot) owned by them. The vote of a Lot is not divisible. The right to vote may be suspended for non-payment of any monetary amounts that are delinquent more than 90 days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any one (1) of the Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the Owner of a Lot is other than a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant.

**2.3 Approval or Disapproval of Matters.** Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

**2.4 Change of Membership.** A change of membership in the Association shall be established by the new Member's membership becoming effective as provided for in Section 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

**2.5 Termination of Membership.** The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or connected with the Association during the period of his or her membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants incident thereto.

### **3. MEMBERS' MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an annual meeting of the Members each calendar year at least thirty (30) days but not more than ninety (90) days after the close of the fiscal year. The annual meeting shall be held in Lee County, Florida, at a time and place designated by the Board, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

**3.2 Special Members' Meetings.** Special Members' meetings must be held whenever called by the President, or in the President's absence, the Vice-President, or by a majority of the Directors, and may also be called by members having at least twenty percent (20%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

**3.3 Notice of Meetings; Waiver of Notice.** Notices of all Members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each Member at the Member's address as it appears on the books of the Association or may be furnished by electronic transmission or personal delivery. The Members are responsible for providing the Association with any change of address. The notice must be mailed, electronically transmitted or hand delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or electronically transmitted, no separate notice to the new owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.

**3.4 Quorum.** A quorum at Members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the total Voting Interests. If a Members meeting cannot be convened because a quorum is not obtained, the Members present (in person or by proxy) may adjourn or postpone the meeting

pursuant to Section 3.8 below and at any such reconvened Members' meeting the quorum shall be reduced to twenty percent (20%) of the eligible Voting Interests.

**3.5 Vote Required.** The acts approved by a majority of the votes cast by eligible voters at a meeting of the Members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the Governing Documents.

**3.6 Proxy Voting.** Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the original or reconvened meeting for which it is given, and must be delivered to the Association by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

**3.7 Participation at Meeting By Remote Communication.** Unless prohibited by the Chapter 720, Florida Statutes, if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication:

- (A) Participate in the meeting.
- (B) Be deemed to be present in person and vote at the meeting if:

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and

2. The corporation implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

**3.8 Adjourned Meetings.** Any duly called meeting of the Members may adjourn to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned, it shall not be necessary to give further formal notice of the time and place of its continuance if such are announced at the meeting being adjourned, but the Association may provide informal notice to Members to

facilitate attendance and participation. Any business which might have been conducted at the original meeting may instead be conducted when the meeting is reconvened, but only if a quorum is present.

**3.9 Order of Business.** The order of business at members' meetings shall be substantially as follows unless a published agenda for any regular or special meeting designates otherwise:

- (A) Appointment of Election Committee (annual meeting only)
- (B) Certification of Proxies (annual meeting only)
- (C) Election of Directors (annual meeting only)
- (D) Calling of the roll, and determination of quorum
- (E) Proof of meeting notice
- (F) Approval of Agenda
- (G) Member Comment Re: Agenda
- (H) Reading or disposal of minutes of last members' meeting
- (I) Reports of Officers
- (J) Reports of Committees
- (K) Unfinished Business
- (L) New Business
- (M) Member Comment
- (N) Adjournment

No meeting otherwise properly convened under these Bylaws shall be considered invalid for failure to follow the above order of business.

**3.10 Minutes.** Approved minutes of all meetings of the Members and of the Board shall be kept as official records of the Association.

**3.11 Right to Speak.** Members have the right to attend all Members' meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member shall have the right to speak for three (3) minutes on any such item. The Board may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this subsection.

**3.12 Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of

written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

**4.1 Number and Terms of Office.** The number of Directors which shall constitute the whole Board of Directors shall be five (5). Beginning at the 2027 Annual meeting, no less than one and no more than two Directorships will be open for election each year. At the first Board meeting following the adoption of these Amended and Restated Bylaws, the Directors shall establish a system of staggered terms, such that at the 2026 Annual meeting:

(A) the Director who was elected with the least number of votes shall serve for one year, with the term ending at the 2027 Annual meeting;

(B) the two Directors who are elected with the higher number of votes shall serve for three years, with the term ending at the 2029 Annual meeting;

(C) the remaining two Directors, who are not up for elections at the 2026 Annual meeting, shall serve the remainder of their term, with the term ending at the 2028 Annual meeting;

(D) in the case of a tie in the vote, the decision of which Director shall take the longer term shall be made by mutual agreement of the affected Directors, or, if no agreement can be reached between them, then the affected Directors shall draw straws with the one drawing the longer straw taking the longer term.

After the initial establishment of staggered terms, all Directors shall be elected for a term of three (3) years each. A Director's term will end at the annual election at which his or her successor is to be duly elected, unless he or she sooner resigns or is recalled as provided for in Section 4.5 below or the Director is no longer qualified as required by these Bylaws or Florida Law. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

**4.2 Qualifications.** Each Director must be an Owner or Primary Occupant or the spouse of an Owner or Primary Occupant. In the case of a Lot owned by a corporation, limited liability company, partnership, or other entity, any officer, manager, or partner of the corporation, limited liability company, partnership or other entity that occupies the applicable Lot as their full

or part time personal residence is eligible for election to the Board. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible for election to the Board.

**4.3 Nominations and Elections.** Nominations for election to the Board shall be made in writing at least forty (40) days in advance of the election. The Board of Directors may appoint a nominating committee to review nominations and ensure nominees are qualified. Election to the Board shall be by secret ballot. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. If a tie persists after the run-off, the candidates who are tied will be avoided an opportunity to decide among themselves which one shall be elected. If the candidates are unable to reach an agreement, the candidates shall draw straws to determine which shall be elected with the candidate drawing the longer straw being elected. Cumulative voting and voting by general proxy in elections is not permitted.

**4.4 Resignation; Vacancies on the Board.** Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board. The successor so appointed shall serve until the next annual meeting, at which time the seat will be elected by the Members and maintain the staggering of terms previously established whereby the candidates receives the most votes shall serve the longer terms, and the candidates elected and receiving the fewest votes shall serve the shorter term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting.

Directors shall notify the Board's secretary (or another Director) if unable to attend any Board meeting. If a Director misses three Board meetings without providing notice to the Secretary or another Director, excluding emergencies approved by the Board, the Director shall be deemed to have vacated his or her seat without any further action of the Board. The Board Member will be notified in writing of dismissal and replacement of Board Member will follow the guidelines set forth herein.

**4.5 Removal of Directors.** Any Director may be removed, with or without cause, by a majority vote of the total Voting Interests, either by a written agreement or at a meeting called for that purpose. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is affected by written agreement, the vacancy or vacancies shall be filled as provided by law. If removal is affected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election and must turn over to the Association within seventy-two (72) hours all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the

Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

**4.6 Organizational Meeting.** The organizational meeting of a new Board shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected. The organizational meeting may be held immediately after the adjournment of the annual meeting.

**4.7 Other Meetings.** Meetings of the Board may be held at such time and place as shall be determined from time to time by the President, or in his or her absence, a Vice-President, or by at least one-third (1/3) the Directors at any time. It shall be the duty of the Directors, the President, or a Vice-President, to call such a meeting whenever so requested by the Association Members constituting at least twenty percent (20%) or more of the total Voting Interests. Notice of meetings shall be given to each Director at least two (2) days prior to the meeting.

**4.8 Notice to Owners.** Meetings of the Board shall be open to Members except for meetings in regards to personnel discussions and meetings between the Board and its attorney with respect to proposed or pending litigation or where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Lot or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, electronically transmitted or delivered and posted at least fourteen (14) days in advance.

**4.9 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.10 Quorum of Directors.** A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

**4.11 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

**4.12 Adjourned Meetings.** A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

**4.13 Attendance at Board Meetings.** A Director may participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail unless authorized by law.

**4.14 The Presiding Officer.** The President of the Association, or in his or her absence, a Vice-President, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

**4.15 Directors' Fees and Reimbursement of Expenses.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

**4.16 Committees.** The Board may appoint from time to time such other standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to Lots are required to hold meetings with the same formalities as required for Board meetings.

**4.17 Emergency Powers.** The Board of Directors may exercise the emergency powers authorized by Sections 617.0207, 617.0303, and 720.316 Florida Statutes, as amended from time-to-time hereafter.

**4.18 Fiduciary Duty.** Each Director and each officer have a fiduciary relationship with the Members. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its Members. It requires each Director to act in good faith and in a manner he or she believes to be in the best interests of the Members. It means Directors must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or

accounting questions, or other similar issues, the law also contemplates that the Board or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board. Any officer may be removed with or without cause at any meeting by a majority vote of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President, assistant secretaries or assistant treasurers and such other Officers and agents as may be deemed necessary.

**5.2 President.** The President shall be the Association's chief executive officer; shall preside at all meetings of the Members and Board; shall have the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association; shall be *ex-officio* a member of all standing committees; shall have general and active management of Association business; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other officer or agent of the Association.

**5.3 Vice-Presidents.** The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board shall assign.

**5.4 Secretary.** The Secretary shall attend meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book, books, or permanent electronic records to be kept for the purpose and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

**5.5 Treasurer.** The Treasurer shall have the custody of Association funds and securities and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full

accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

**5.6 Compensation of Officers.** No compensation shall be paid to any officer for services as an officer, nor may the Board employ officers or Directors as employees of the Association.

**5.7 Management, Employees and Consultants.** The Association may contract for the management and maintenance of the Association and the Property and to authorize management agents, employees and consultants to assist the Association in carrying out its power and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Governing Documents and Florida law, including, without limitation, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

**6. FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

**6.1 Depository.** The Association shall maintain its funds in such accounts at financial institutions as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The foregoing notwithstanding, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

**6.2 Accounts of the Association.** The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot, the amount and due date of each Assessment or charge against the Lot, amounts paid, date of payment and the balance due.

**6.3 Budget.** The Treasurer shall prepare, and the Board shall adopt a budget of estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member prior to the beginning of each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

**6.4 Reserves.** The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for

unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720, Florida Statutes, and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes, and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720, Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

**6.5 Assessments; Installments.** As reflected in the Declaration, the Association levies annual Individual Lot Assessments, Landscaping Assessments and Special Assessments. The annual assessment is based on an adopted budget and may be due on January 1 each year or may be due in quarterly installments as determined by the Board when adopting the budget. Written notice of the Assessments shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. 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, interest shall accrue from the due date at the highest rate allowed by law and shall incur a late fee determined by the Board and not to exceed the highest amount allowed by law.

**6.6 Non-Emergency Special Assessments.** Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. The levying of 1) any non-emergency Special Assessment exceeding two hundred dollars (\$200.00) per Lot; or 2) more than two (2) separate non-emergency Special Assessments less than \$200.00 per Lot in any calendar year, shall require the affirmative assent of a majority (51%) of Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. The Board may, without a vote of the Members, levy not more than two (2) separate non-emergency Special Assessments of \$200.00 or less per Lot in any calendar year. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which non-emergency Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment.

**6.7 Fidelity Bonds.** The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board. The premiums on such bonds are a Common Expense.

**6.8 Delegation of Spending Authority.** The Board may, but shall not be required to, delegate authority to an officer or officers, or to its community association manager, to incur debts and obligations on behalf of the Association without a vote of the Board and up to specific limitations adopted by the Board from time to time. Any such resolution delegating authority

shall be adopted by the Board at an open and duly noticed Board meeting.

**6.9 Financial Reports.** Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

**6.10 Audits.** A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

**6.11 Application of Payments and Co-Mingling of Funds.** All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board. Regardless of any restrictive endorsement, all payments on account by an Owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or Special Assessments.

**6.12 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Areas, the Lots and the operation of the Association.

**8. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration, the following shall apply.

**8.1 Fines and Suspensions.** The Board may levy fines and/or suspensions against Members, or Members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their family members, guests or lessees. Owners are responsible for the conduct of their tenants, guests, and agents. Therefore, Owners may be fined for the conduct of these individual in the manner and to the same degree as if the violation were committed by the Owner personally. Fines shall not exceed One Hundred Dollars (\$100) per day / per violation and Three Thousand Dollars (\$3,000) in the aggregate for a continuing violation. Fines shall be in amounts deemed necessary by the Board to deter future violations. As allowed by law, fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall conform with the requirements of Florida Statutes Chapter 720.305.

**8.2 Fines and Suspensions without Hearing.** The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any Member because of the failure of the Member

to pay Assessments or other charges when due.

**8.3 Correction of Health and Safety Hazards.** Any violations of the Association rules which creates conditions of the property which are deemed by the Board to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot Owner.

**9. AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner.

**9.1 Proposal.** Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of twenty percent (20%) of the Voting Interests and shall be submitted to a vote of the Members not later than the next annual meeting.

**9.2 Vote Required.** Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by a majority vote of the Members at any annual or special meeting of the Members called for that purpose, or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws.

**9.3 Effective Date.** An amendment shall become effective upon the recording of a copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

**10. MISCELLANEOUS.**

**10.1 Gender; Number.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**10.2 Severability.** If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

**10.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, or the Articles, the provisions of the Declaration or Articles shall prevail over the provisions of these Bylaws.

AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS AND COVENANTS OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.

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**AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS AND COVENANTS OF  
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.**

**KNOW ALL PERSONS BY THESE PRESENTS** that on October 13, 1982, the original Declaration of Restrictions and Covenants was recorded in Official Records Book 1642, Pages 2161, *et seq.*, of the Public Records of Lee County, Florida. The Second Declaration of Restrictions and Covenants was recorded on April 18, 2000, at OR Book 3244, Page 4742, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Restrictions and Covenants of Cypress Pines was recorded on March 9, 2006, at Instrument No. 2006000101750, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The legal description of the Lee County, Florida real property subject to this Declaration is described at Plat Book 35, Pages 39-41 of the Public Records of Lee County, Florida (hereinafter the "Property" or "Cypress Pines"), is attached to the Amended and Restated Declaration of Restrictions and Covenants of Cypress Pines and is incorporated by reference into Exhibit A hereto.

The Community is further described as all Roads, Drainage Easement, Blocks A and B, and all undivided acreage designated as Tract "A," Tract "B," and Tract "C," in Plat Book 35, Pages 39-41, inclusive of the Public Records of Lee County, Florida ("the Plat"). A copy of the Plat and the legal description for the Community are attached to the Amended and Restated Declaration of Restrictions and Covenants of Cypress Pines as Exhibit "A."

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

**1. DEFINITIONS.** The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

**1.1. "ACT," or "Homeowners' Association Act,"** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except where specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as existed when the community was created, so as to avoid impairment contract rights or vested rights.

**1.2. "Assessments"** means a share of the funds required for the payment of Common

Expenses and individual expenses which from time to time are assessed by the Association against an Owner as Individual Home Assessments, Landscaping Assessments, Special Assessments or individual Charges.

1.3. "**ARC**" means the architectural review committee of the Association, as established in Article 6 hereof.

1.4. "**Articles**" and "**Bylaws**" as used herein, means the Articles of Incorporation and the Bylaws of Cypress Pines Property Owners' Association, Inc., as amended from time to time. A copy of the Second Amended and Restated Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.5. "**Association**" means Cypress Pines Property Owners' Association, Inc., a Florida not for profit corporation, which is responsible for the maintenance and operation of the Association and its Common Areas.

1.6. "**Assessable Parcel**" means a Parcel which is subject to assessment. An Assessable Parcel shall include:

- (A) a Single-Family Lot, whether or not a Dwelling Unit is constructed thereon;
- (B) a Duplex Lot, which shall contain (2) Assessable Parcels, whether or not a Dwelling Unit has been constructed thereon; and
- (C) a declared Condominium Unit in Kings Greens at Majestic, A Condominium.

1.7. "**Attached Walls**" means those walls other than Party Walls, which are attached to the dwelling at a point other than on the boundary line are for privacy and considered a part of the Home, and are not Common Area.

1.8. "**Board**" means the Board of Directors responsible for the administration of Cypress Pines Property Owners' Association, Inc.

1.9. "**Building**" means a standalone structure which includes Duplexes and Condominium Units.

1.10. "**Common Areas**" means such portions of Cypress Pines, if any, which are not included in any Lot whether now owned, or later acquired, which are or shall be owned and maintained by the Association, as set forth in this Declaration, for the common use and enjoyment of the Owners within Cypress Pines. The term "Common Areas" shall also include any easements granted to the Association.

1.11. "**Common Expenses**" mean the expenses for which Owners are liable to the

Association as described in this Declaration and the Governing Documents and include, but are not limited to, the costs of maintaining the Common Areas and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Common Areas, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Common Areas or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under the Governing Documents. Common Expenses shall also include, without limitation, any costs and expenses incurred by the Association pursuant to the Drainage Easement(s), if any.

**1.12. “Common Structural Elements”** means those portions of Buildings, Duplexes, and Condominium Units which service more than one Home and include, without limitation:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

(B) Party Walls. "Party Walls" are common walls in Duplexes that may extend into the lanais between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

(E) Flooring. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Shared Roofing. The entire roof of a Duplex, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing".

**1.13. “Common Surplus”** means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues over the Common Expenses.

**1.14. “Condominium Unit”** means a Condominium Parcel declared to condominium ownership by the Amended and Restated Declaration of Condominium for Kings Greens at Majestic, A Condominium (the "Neighborhood Association"), described in the Amended and Restated Declaration of Condominium thereof recorded at Instrument No. 2025000098287 of the Public Records of Lee County, Florida.

1.15. "**Conservation Area**" means that portion of the Common Areas, if any, other than a Preservation Area (defined herein), which may include native habitats set aside to fulfill open space requirements, and which is intended to be maintained by the Association without specific management guidelines.

1.16. "**County**" means Lee County, Florida.

1.17. "**Declaration**" means this Declaration as amended from time to time.

1.18. "**Drainage Easement**" means those certain drainage easements, if any, set forth in any Plat of any portion of Cypress Pines, recorded in the County (collectively "Drainage Easement(s)").

1.19. "**Duplex or Duplex Lot**" means Lots 22 through 34 inclusive of Block A and Lots 1 through 15, inclusive of Block B, as described on the Plat.

1.20. "**Dwelling Unit**" means residential structure which is constructed on a Single-Family Lot, a Duplex Lot, or a declared Condominium Unit.

1.21. "**Family**" or "**Single Family**" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping and economic unit.

1.22. "**Governing Documents**" means and includes this Declaration, the Articles, the Bylaws, the Rules and Regulations and all recorded exhibits thereto, as amended from time to time.

1.23. "**Guest**" means any person who is not the Owner or a lessee of a Lot or a member of the Owner's or lessee's family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted occupant. The Board may supplement the definition of Guest in its discretion to create categories of Guests, along with Rules and Regulations which provide similar or different regulations based on Guest status.

1.24. "**Home**" means a residential dwelling unit constructed or to be constructed within Cypress Pines, which is designed and intended for use and occupancy as a residence. The term Home shall include a Condominium Unit, and the Lot as provided in Section 1.27 below.

1.25. "**Improvement**" means all structures or artificially created conditions and appurtenances thereto of every type and kind located within Cypress Pines.

1.26. "**Lease**" means the grant by an Owner of a temporary right of use of the Owner's Home with or without valuable consideration. The term Lease and all its derivations as used herein

applies to any type of occupancy for which the occupant has paid consideration to the Owner including but not limited to occupancy pursuant to a license.

**1.27. "Lot"** means any parcel of land within Cypress Pines upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property that is declared to be a Lot by the Plat. With respect to Lots with a constructed Home, a reference to "Lot" shall include the "Lot" and "Home" unless the intent is clearly otherwise.

**1.28. "Maintenance", "Repair" and "Replacement"** Maintenance means the upkeep or preservation of the condition of the property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

**1.29. "Members"** means and refers to those persons who are entitled to membership in the Association as provided in Section 2.1 below and its Articles and Bylaws.

**1.30. "Occupy and Occupant"** Occupy, when used in connection with a Home, means the act of staying overnight in a home. Occupant is a person who occupies a Home.

**1.31. "Owner" or "Lot Owner"** means the record Owner of legal title to a Lot.

**1.32. "Perimeter Walls"** means those portions of Cypress Pines which run along: (a) the outer perimeter of the Cypress Pines adjacent to any public or private right-of-way, including chain link style fencing.

**1.33. "Plat"** means all plats recorded in the public records of the County in which the declarant dedicates all or any portion of the Total Lands, including the Lands described in Plat Book 335, Pages 39-41 of the Public Records of Lee County, Florida.

**1.34. "Preservation Area"** means that portion of the Common Area, if any, which is intended to be preserved and maintained by the Association in its existing (or restored) natural and native condition in perpetuity.

**1.35. "Primary Occupant"** means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "Owner".

**1.36. "Property" or "Cypress Pines"** means all the real property which is subject to this Declaration.

**1.37. "Resident"** means the person or persons occupying a Dwelling Unit and may be

an Owner, Guest, or Tenant.

1.38. "**Rules and Regulations**" means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution.

1.39. "**Tenant**" means a person who occupies a Dwelling Unit as a Resident in exchange for the payment of consideration.

1.40. "**Shall**" as used herein means must.

1.41. "**Structure**" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation swimming pools, decks, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.42. "**Surface Water Management System**" means all structures required to collect and convey rainfall runoff from Cypress Pines, as described and shown in SFWMD Permit No. 36-00303-S which includes all drainage areas, drainage structures, and drainage devices. The Surface Water Management System is located upon and adjacent to the Property and designed to serve the Property, as well as certain other property, all as described in the Drainage Easement(s). The Surface Water Management System is a private surface water management system. No reference herein to any Surface Water Management System such be construed to any responsibility or liability on the part of the Association which is not expressly stated.

1.43. "**Voting Interests**" means the voting rights distributed to the Members pursuant to the Bylaws.

1.44. "**Vacant Lot**" shall mean a Single-Family Lot or Duplex Lot on which no Dwelling Unit has been constructed.

## 2. ASSOCIATION.

2.1 **Membership.** Every Owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his or her ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Governing Documents, as amended from time to time.

2.2 **Voting Rights.** Voting rights are set forth in the Bylaws of the Association.

2.3 **Articles of Incorporation.** A copy of the Second Amended and Restated Articles is attached to this Declaration as Exhibit "B".

**2.4 Bylaws.** A copy of the Second Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit “C”.

**2.5 Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

**2.6 Acts of the Association.** Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an Owner.

**2.7 Powers and Duties.** The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

**2.8 Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

**2.9 Purchase of Lots.** The Association has the power to purchase Lots in connection with the foreclosure of an Association lien for Assessments, charges or fines or any other foreclosure of an interest that affects the Association’s lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board without prior approval of the Owners.

**2.10 Interests in Real Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as otherwise provided in Section 2.9 above and 4.6 below, the power to acquire, encumber or convey Ownership interests in real property, including recreational facilities, whether or not contiguous with the Property, shall be exercised by the Board only after approval by at least two-thirds (2/3) of the total Voting Interests.

**2.11 Disposition of Personal Property.** Except as otherwise provided in the Articles with respect to borrowing, personal property owned by the Association may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the Board, without need for authorization by the Owners.

**2.12 Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any Member upon request.

**3. ASSESSMENTS.** The provision of this section shall govern Assessments payable by all Owners of Lots, for the Common Expenses not directly attributable to one of the Lots.

**3.1 Covenant to Pay Assessments.** Each Owner of a Lot by the act of becoming an Owner, covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) Individual Home Assessments. The Individual Home Assessment shall be levied against all portions of the Property subject to the Declaration to raise funds necessary to pay the Common Expenses and shall be levied based upon an annual budget. All Individual Home Assessments shall be assessed on an annual basis and payable on January 1 each year or in such other manner and time frame as determined by the Board in its sole discretion and from time to time.

(B) Landscaping Assessments. In addition to Individual Home Assessments, the Association may levy Landscaping Assessment against some or all Lots to provide the landscaping services referenced in Section 5.1(C) below for the general maintenance and care of landscaping on the Lots. The Board may vary the Landscaping Assessment based on equitable factors such as the type of home, size of home, size of Lot, or other characteristics in the Board's reasonable discretion. The Landscaping Assessment shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time.

(B) Special Assessments. In addition to the Individual Home Assessments and the Landscaping Assessments, the Association may levy against each Owner in any fiscal year a special assessment ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the costs and expenses pertaining to the particular budget items for which the Individual Home Assessments and the Landscaping Assessments were levied. The levying of any Special Assessment shall require the affirmative assent of a majority (51%) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws.

(D) Charges. The Association may also levy special charges ("Charges") against any individual Owner for any amounts, other than for Common Expenses, which are

properly chargeable against such Owner under the Governing Documents. By way of example, a Charge may be levied against an Owner where the Association has performed curative maintenance as a result of failure of an Owner to do so.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and Charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to first mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

**3.2 Purposes of Assessments.** Assessments shall be used for the purposes of promoting the general welfare of the Lot Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a not-for-profit basis) the Common Areas owned of the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common Expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the Common Areas; and
- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

**3.3 Share of Assessments, Regular, Special and Individual.** The Owners of each Lot shall be liable for an equal share of the Individual Home Assessment and Special Assessments for Common Expenses. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

**3.4 Lien.** The Association has a lien on each Lot for unpaid past due Association assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description

of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs and attorney fees which are due, and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.5 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid Assessments or Charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended hereafter, for the foreclosure of a lien upon a Lot for unpaid Assessments. All unpaid Assessments and Charges also constitute a personal obligation of the Owners, and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid Charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

**3.6 Priority of Liens.** The Association's lien for unpaid charges, assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

**3.7 Lien for Charges.** There is hereby created a common law and contractual lien to secure payment of any Charge for any service which the Association provides for an individual Member and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall unapproved Owner installed alterations or perform Owner maintenance responsibilities, or address emergency situations on behalf of an Owner. The lien for Charges shall be of equal priority to a Common Expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

**3.8 Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest, the Association will also charge an administrative late payment fee of the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then

to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid Assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which Assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association pursuant to this Declaration. The Board, in its absolute discretion, shall have the right but not the obligation to waive or reduce such fees either on an Association wide basis, and/or on an individual, case by case basis.

**3.9 Acceleration.** If any Assessment becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

**3.10 Working Fund Contribution.** Each Owner who purchases a Lot with a Home thereon shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be \$1,500.00 and may be amended by the Board from time to time. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments or Neighborhood Assessments, nor are they required to be held in reserve. Working Fund Contributions may be used to offset Common Expenses. The following conveyances, however, are exempt from the Working Fund Contribution:

- (A) a transfer of title to a mortgagee, lienholder or other purchaser at a judicial sale caused by foreclosure of a lien on a Parcel or Tract (or by a deed in lieu of foreclosure);
- (B) a transfer of title resulting from the death of the Owner;
- (C) a transfer of title to a Trust or the Owner's spouse solely for estate planning or tax reasons, with no change in occupancy of the Home; or
- (D) a transfer of title to the transferor's current spouse, or to a former spouse, in connection with the dissolution of marriage.

**3.11 Certificate as to Assessment, Mortgagee Questionnaires.** Within ten (10) working days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies

owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge up to the maximum amount allowed by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

**3.12 Mortgage Foreclosure.** Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be liable for the share of Common Expenses or Assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes, as amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his or her ownership.

#### **4. EASEMENTS.**

**4.1 Appurtenant Easements.** Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their guests, lessees and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other Owners of Lots, their guests, lessees and invitees, subject to the provisions of this Declaration.

**4.2 Limitations.** This right shall be subject to the following conditions and limitations:

- (A) The right and duty of the Association to reasonably limit the number of guests, invitees or lessees of an Owner in Cypress Pines.
- (B) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining, repairing, replacing and improving the Common Areas and facilities thereon in compliance with the provisions of this Declaration and the restrictions on the Property.
- (C) The right of the Association to establish uniform Rules and Regulations pertaining to the use of the Lots and Common Areas.
- (D) The right of the Association to establish uniform Rules and Regulations

pertaining to the Lots and Homes for the purposes of enhancing the aesthetic uniformity of the Cypress Pines.

(E) The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent required by Section III(G) of the Articles, to borrow money for the purpose of operating the Association, as well as repairing, replacing and/or improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

(F) The right of the Association to dedicate, release, alienate, 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 may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

(G) The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable television, and other services over the Property without vote of the Owners; provided, however, any such grant of easement shall not unreasonably interfere with the use of Common Areas by the Members.

(H) The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion of the Common Area and authorizing the Board to exercise discretion with respect to design, style and finishes.

(I) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Property.

(J) The easements provided elsewhere in this Declaration which are the perpetual maintenance obligation of the Association.

(K) The right of the Association to provide for the maintenance, preservation and architectural control of Homes and other properties as set forth in this Declaration.

(L) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

(M) The right of the Association to suspend:

- (i) the right of an Owner to use the Common Areas for any period during which an Assessment or any Charge against such Owner's Lot remains delinquent; and
- (ii) the enjoyment rights of any Owner to use the Common Areas or

other privilege or amenity for a reasonable period due to a violation of the Governing Documents.

(N) The right of the Board to post motor vehicle speed limits throughout Cypress Pines, to enter into agreements with local government traffic enforcement agencies or jurisdictions to enforce traffic laws and to promulgate traffic regulations for the common roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines, against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as a Charge upon the Owner who violates the traffic regulation or upon the Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations.

(O) The right of the Association to make and collect Assessments against Members to defray Association costs and expenses.

(P) The right of the Association to employ personnel for reasonable compensation to perform the services required for proper operation and administration of Cypress Pines.

(Q) The right of the Association to enforce by legal means the provisions of this Declaration, the Articles, Bylaws, and the Rules and Regulations for the use of the Property as same may be promulgated, modified, or amended from time to time by the Association.

(R) The right of the Association to pay taxes and assessments which are liens against any part of the Property.

(S) The right of the Association to pay the cost of all power, water, sewer, waste collection and other utility services rendered to the Cypress Pines and not billed to the Owners.

(T) The right of the Association to enter any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work as may be reasonably necessary for the proper protection, preservation or maintenance of Cypress Pines.

(U) The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Property, and the Homes for present and future utility services to the Cypress Pines, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, electric lines, telephone lines, data lines, cable television lines, and other services.

(V) Sidewalks or bicycle/pedestrian paths are subject to an easement for use by all Owners of property within Cypress Pines, their guests, licensees and invitees.

(W) In case of any emergency originating in, or threatening the Cypress Pines or any Home, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management

agreement, shall have the right to enter the property or such Home, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

(X) The easements, dedications and restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Cypress Pines.

(Y) The right of the Association, acting on behalf of the Owners, to bid on a Home and/or Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

**4.3 Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Property to the members of such Owner's Family, or to the lessees who reside in such Owner's Home, subject to all Rules and Regulations.

**4.4 Recognition of Existing Easements.** Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property.

**4.5 Grant and Reservation of Easements.** There exists the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners and the Association as hereinafter specified for the following purposes:

(A) Utility and Services Easements. All of Cypress Pines shall be subject to an easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer and drainage, and (b) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

The Association has access and maintenance easements upon, over, across, and under all of the Property as reasonably necessary to replace, repair, maintain roads, bicycle/pedestrian paths, walkways, sidewalks, lakes, wetlands, storm water management systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable TV, or communication lines and systems, and for the purpose of installing any of the foregoing within Common Areas and within easements designated for such purposes on recorded plats or other recorded documents governing the Property. The exercise of this easement shall not unreasonably interfere with the use of any Home, and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(B) Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner or the Association in the event any portion of such Owner's Home or appurtenant Improvements or Improvements on the Property originally installed by the Association which now or hereafter encroaches upon any other Lot or the Common Areas as a result of minor inaccuracies in survey or construction, by design, or due

to settlement or movement. Such encroaching Improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees; provided, however, that at no time shall there be any encroachment onto the surface water management system, without the consent of the SFWMD. In no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association after the original conveyance to the first Owner other than the developer.

(C) Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purposes of fulfilling its/their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Areas and to maintain any Home in the event the Owner thereof fails to do so.

(D) Easement Over Common Areas. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property and all provisions in the Governing Documents.

(E) Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the common structural elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and common structural elements within any portion of the Property.

(F) Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the surface water management system, flowage pipes and irrigation pipes.

(G) Surface Water Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, in favor of:

(i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof; and

(ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the

Association requires access to any surface water management system improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

**4.6 Assignment.** The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility. The Owners hereby authorize the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon Cypress Pines or portions thereof in accordance with this Declaration.

## **5. MAINTENANCE.**

### **5.1 Association Maintenance.**

(A) The Association, at its expense, shall be responsible for the reasonable maintenance, repair and replacement of all of the Improvements and facilities located upon the Common Areas. Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Areas as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage to its condition immediately prior to the damage. The Association shall not, however, be responsible for any incidental damage to a portion of any Lot, Home or Improvement located within a platted easement, or for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

(B) The Association shall operate, maintain and repair the lawn, and a landscape irrigation system constructed over, through and upon the Common Areas and the Lots as the Board shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Areas and any and all Lots for the purpose of operating, maintaining, repairing and replacing a landscape irrigation system over, through and upon the Common Area and the Lots.

(C) The Association shall operate, maintain and repair the surface water management system constructed over, through and upon the Cypress Pines. There is hereby reserved in favor of the Association the right to enter upon the Common Areas and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water Management System, through and upon Cypress Pines. The Association shall be responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Surface Water Management System and dry retention area necessary to maintain the system in its original

condition and use.

(D) The Association shall maintain and care for landscaping and grassed areas encompassing the Common Area. "Maintenance and care" within the meaning of this Subsection (C) shall include irrigating, fertilizing, spraying and trimming of landscaping and grassed areas; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If the Board has not assumed such obligation to repair and replace landscaping on certain Lots, Owners shall be responsible to repair and replace landscaping on the Lot not assumed by the Association. Maintenance and care shall not include the trimming, or blocking of any roots on Lots where the Association has assumed maintenance responsibilities.

(E) The Association shall be responsible for the maintenance, repair and replacement of all roads and common parking areas located upon the Common Areas and there is hereby reserved in favor of the Association the right to enter upon the Common Areas and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association shall have the right, but shall not be obligated, to also provide maintenance of all city, county, district or municipal properties which are located in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of Cypress Pines, including the right to enhance the landscaping in any public right of way.

(F) The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Cypress Pines; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service or lighting located within property dedicated to the County as public roads on any Cypress Pines plat.

(G) The Association shall be responsible for maintenance and repair of the common mailboxes.

(H) The Association is responsible for any maintenance, service, repair and replacement of Surface Water Management System and facilities located within Cypress Pines in accordance with platted drainage easement(s) (i.e., those certain drainage easements, if any, set forth in a plat). The Association hereby assumes and agrees to be responsible for the Surface Water Management System and all drainage easement(s). All costs associated with such obligations under the drainage easement(s) are Common Expenses.

(I) All expenses incurred by the Association in connection with the services and maintenance described in this Section 5.1 are Common Expenses, except expenses to Buildings containing Duplexes are payable by each Owner of a Duplex under the provisions of this Declaration.

(J) The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of any Perimeter Walls. In the event any damage or destruction to a Perimeter Wall is caused solely by the unintentional or willful

misconduct of an Owner, lessee, guests, licensees, invites, any expense incidental to the repair reconstruction of such wall shall be borne by the Owner. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to assess said Owner for the costs of such repair and re-construction as a Charge.

**5.2 Material Alterations By Association.** The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Areas having a cost not in excess of five percent (5%) of the Association's annual budget. All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Areas and/or Building which contain Duplexes which materially and adversely affects the rights of the Owner of any Home to the enjoyment of his Home or the Common Areas unless the Owner and all mortgagees holding recorded mortgages on such Home consent thereto in writing.

The Board may, without obtaining approval from the Members, perform structural, electrical, and technological improvements, repairs, or replacements to the Common Areas that are (1) deemed essential to maintain the safety, habitability, and proper functioning of the Common Areas; (2) required to prevent further damage or deterioration of the Common Areas; or (3) the installation or upgrading of technology or equipment that enhances the safety, security, efficiency, or sustainability of the Common Areas, provided that such technological improvements do not materially alter the intended use of the Common Area.

### **5.3 Owner Maintenance**

(A) The Owner of each Home must keep and maintain his or her Home and the Improvements thereon, including the Common Structural Elements therein, if any, which are not maintained by the Association pursuant to this Article 5, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home, including the Common Structural Elements therein, if any, which, if omitted, would adversely affect Cypress Pines, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board, in its reasonable discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Common Areas would apply. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home and Common Structural Elements, if any. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the driveway accessing each Home all the way to the paved edge of the street, the caulking and maintenance of the doors and windows (including glass and frame) of the Home, and the exterior surface of such doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. Notwithstanding the foregoing, an Owner of a Condominium Unit within

the Neighborhood Association shall not be responsible for the maintenance, or repair of the driveways, and/or parking facilities within the Neighborhood Association, unless the need for such maintenance or repair is caused by the negligent or intentional act of an Owner, the Owner's guest, tenant, or agent. The Owner of a Home further agrees that in the event the Owner, Owner's guest, invitee, lessee, or agent damages any portion of the irrigation system located upon his or her Lot, the Owner shall be responsible for repairing said damage.

(B) The Owner of a Home further agrees to pay for all utilities, such as telephone, cable television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to his or her Home. The Owner of each Home shall be responsible for insect and pest control within the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his/her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association or by the Owner, the proceeds of the insurance received shall be payable to and used by the Association for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to or available for such maintenance, repair or replacement.

(C) The Owner of each Home, in addition to the foregoing, shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner of a Home shall be responsible for damage to his or her Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold.

(D) The Owner of each Home shall keep the sidewalk located on, or adjacent to, his or her Lot clean and free from mold, and any impediments to pedestrian traffic.

(E) The Owner of each Home shall be responsible for the painting of the exterior surface of the garage doors, with prior Association approval, and for the maintenance, repair and replacement of any mechanisms associated with the garages located within his or her Home.

(F) The Owner of each Home shall wash all windows located within his or her Home.

(G) The Owner of each Home shall be responsible for maintaining in good condition and repair, the balconies, if any, of his or her home, as well as any sliding doors or screens adjacent to or part of the balcony ("Balcony"), if any. In the event a repair related to the construction of the Balcony is required, the Owner of each Home shall be responsible for such repair. If the Owner of the Home installs a covering on the surface of the Balcony, such as but not limited to tile, then the covering shall remain the personal property of such Owner. No Owner

may install a covering on the surface of the Balcony which will affect the slope or drainage of a Balcony. The Owner of each Home shall be responsible for any painting of the exterior walls of the Balcony unless the Board determines that the Association shall assume this responsibility.

(H) If a failure to comply with the provisions of this Section 5.3 relates to the Owner's obligation to maintain the Home, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon ten (10) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility shall be determined in the Association's sole discretion. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner a Charge equal to the cost of performing such maintenance plus a reasonable administrative fee and shall be collected as a Charge pursuant to this Declaration.

**5.4 Specific Obligations Concerning Single Family and Duplex Homes.** The restrictions, covenants, and provisions set forth in this section shall apply to single family and duplex Homes, not to include Condominium Units.

(A) Exterior Surfaces. Each Owner of a single family or duplex Home shall be responsible for the maintenance, care, and repair of the exterior surfaces of the Home and to keep the same in good and clean condition. The phrase "exterior surfaces of the single-family and duplex Home" shall include, but not be limited to, attached walls, windows, entry doors, garage doors, and roofing.

(B) Use of Party Walls. The center line of a party wall is the common boundary of the adjoining Home. Each common wall in a Duplex Home shall be a Party Wall, and any party to said wall, shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

**5.5 Specific Obligations Concerning Condominium Units.** The restrictions, covenants, and provisions set forth herein shall apply to such Condominium Units, not to include Single Family Homes or Duplexes, and may be modified, deleted, or supplemented by subsequent amendment.

(A) Utility Easements. Each Owner of a Condominium Unit grants to all other Owners owning a Condominium Unit in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Condominium Unit.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within a Condominium Building, and which are located beneath or within the Condominium Building shall be shared equally by each of the Condominium Unit Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Condominium Unit Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Areas shall be paid by the Association as a Common Expense.

(B) Use of Party Walls. The center line of a party wall is the common boundary of the adjoining Home. Each common wall in a Condominium Unit shall be a Party Wall, and any party to said wall, shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

(C) Exterior Surface Maintenance and Painting. The Kings Green at Majestic Condominium Association, Inc. ("Subassociation") shall at all times be responsible for the maintenance, costs, and care of the exterior surfaces of the Condominium Units subject to its governing documents. The phrase "exterior surfaces of the Condominium Unit" shall include, but not be limited to, the exterior walls, entry doors, garage doors, and shared roofing. Painting of a Condominium Building must be done with the original paint code, or last paint code used for the Condominium Building, and changing the color from the adjoining Condominium Building is prohibited without the approval by the ARC.

(D) Repair and Reconstruction After Casualty.

(i) Damage to Units. Where loss or damage occurs within one or more Units, any Association or Subassociation insurance proceeds received on account of the loss or damage shall be used as provided above. The Association or Subassociation shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from the Association or Subassociation insurance, for all portions of the Unit that it insures and/or is otherwise required to maintain, repair, or replace pursuant Florida law. The Unit Owner shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from his or her or its insurance, for all portions of the Unit and/or Limited Common Elements that the Owner insures and/or is otherwise required to maintain, repair, or replace pursuant to Florida law. The foregoing notwithstanding, if the Board determines, in its sole and exclusive discretion, that due to the nature or the extent of the damage to the Unit or Units that it is in the best interest of the Association or Subassociation that all the reconstruction and repair be made by the Association or Subassociation, then the Association or Subassociation shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs, and thereafter distribute

the excess unused proceeds of the Owner's insurance, if any, to the Owners.

(ii) Damage to Units and Common Elements – Less than "Very Substantial". Where loss or damage occurs to the Condominium Common Elements, but the loss is less than "very substantial" as hereinafter defined, unless the Unit Owners vote to terminate the Condominium, it shall be mandatory for the Association to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

(a) The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

(b) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Condominium Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to their shares in the Condominium Common Elements for the deficiency. Such Special Assessments need not be approved by the Unit Owners. The proceeds from the Special Assessment shall be added to the funds available for repair and restoration of the Condominium Property.

(iii) Damage to Units and Common Elements – "Very Substantial". As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least three-fourths (3/4) of the total Units cannot reasonably be expected to be rendered habitable within one-hundred and eighty (180) days of the casualty. Should such "very substantial" damage occur, then:

(a) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 4.17 of the Second Amended and Restated Bylaws. This authority includes actions to protect life and property, to evacuate or shore up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Common Area as might be reasonable under the circumstances to protect the Condominium Property or Common Area from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(b) The Board shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(c) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

a. If the insurance proceeds, reserves, and other

Association or Subassociation funds available for the restoration and repairs that are the Association's or Subassociation's responsibility are sufficient to cover the estimated cost thereof, so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special Assessment that exceeds fifty percent (50%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case:

b. If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if reconstruction shall constitute economic waste or impossibility as provided in Section 718.117(2), Florida Statutes, or if the insurance proceeds, reserves and other Association or Subassociation funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special Assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, a vote to terminate the Condominium shall be conducted pursuant to Section 718.117, Florida Statutes. If at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination, the Board shall levy such Assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the Special Assessments shall be added to the funds available for repair and reconstruction.

c. If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special Assessments required, a determination by at least majority of the Directors shall be conclusive and shall be binding upon all persons.

(E) Easement for Common Structural Elements. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

**5.6 Right of Entry.** Notwithstanding any other provision of the Governing Documents, the Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Cypress Pines, or as otherwise authorized by the Declaration for curative maintenance.

**5.7 Enforcement of Maintenance.** If the Owner of a Lot fails to maintain his Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner but only after ten (10) days written notice of intent to do so. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse

effect on the appearance of the Properties. Any expenses so incurred by the Association in addition to an administrative surcharge equal to 10% of such expense shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

**5.8 Negligence; Damage Caused by Condition in Lot.** Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, and other Homes, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

## **6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**6.1 Improvements Requiring Approval.** No building, structure, enclosure or other improvement shall be erected, placed, constructed or altered, nor shall any grading, excavation, landscaping, application of exterior color, or other work which in any way alters the exterior appearance of any structure, Home, Duplex, Condominium Building, or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Committee (hereinafter "ARC"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARC shall have forty-five (45) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board denies the plan in which case regardless of any action or inaction by the ARC the plan shall be deemed denied. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements. The work to be performed shall be commenced within a reasonable time (not to exceed six months) and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen (18) months with the exception of materials shortage, inclement weather or acts of God.

**6.2 The ARC.** The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of not less than three (3) nor more than five (5) persons, who shall be Members. All members of the ARC shall be appointed by and shall serve at the pleasure of the Board. The Board can appoint all or some of the Directors to the ARC. In the absence of the Board's appointment of an ARC, the Board shall perform the functions of the ARC, and fulfill the duty and responsibilities herein. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board. The members of the ARC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board incurred by them in the performance of their duties hereunder. The ARC shall, with the prior approval of the Board, have the power to engage the services of professionals for compensation for purposes of aiding the ARC

in carrying out its functions.

**6.3 Powers and Duties.** The ARC shall have the following powers and duties:

(A) To recommend to the Board, from time to time, the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, well, swimming pool, enclosure, sewer, drain, disposal system, setbacks, elevations, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARC may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon a Lot and/or Home, and which is visible from the outside of any home. Evidence of approval by the ARC may be made by a certificate, in recordable form, executed by the Chairman of the ARC.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARC that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ARC the work shall be suspended until such time as the ARC authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of Assessments, fines or other Charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ARC may be denied or withheld pending payment of the Assessments, fines or other Charges or correction of the violation.

(F) Any member of the ARC may at any reasonable time, and after reasonable notice to the Owner, enter upon a Lot and inspect any exterior of a building or property subject to the jurisdiction of the ARC and any exterior of a building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

**6.4 Variances.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the ARC and the Board liaison to the ARC, if any. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**6.5 Nonliability of ARC Members.** Neither the ARC nor any member thereof, nor its duly authorized representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to Cypress Pines. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other code.

**6.6 Compliance.** Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures adopted by the Association for this purpose.

**7. SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM.** The responsibilities and obligations of the Association contemplated herein shall apply only to facilities, structures, and systems located within the Association and identified in a permit specifically naming the Association as the Permittee and/or Operating Entity. The Association expressly disclaims responsibility for any facilities, structures, and systems which were or may be permitted to another entity or individual unless responsibility for the same is specifically accepted

by the Board. Cypress Pines includes drainage structures within the geographic area shown on Cypress Pines' plats. These drainage structures are part of the overall drainage plan for Cypress Pines and Wildcat RPD that have been dedicated to and provide service to the Association. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes at all reasonable times to maintain said structures and easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Cypress Pines drainage facilities without the Association's express prior written consent. Further, where an Owner's Lot is contiguous to any of the drainage facilities of Cypress Pines, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The Association may maintain, as part of the Common Areas, drainage structures for Cypress Pines, Preservation Areas, Conservation Areas and other environmentally significant Common Areas, and comply with conditions of the permit, No. 36-00303-S, from the South Florida Water Management District ("SFWMD"), Department of Environmental Protection, and U.S. Army Corps of Engineers for the Surface Water and Storm Water Management System, Preservation Areas, Conservation Areas, or other environmentally significant Common Area, including, without limitation, perpetual maintenance of all signage required by the permit.

Water quality data for the water discharged from Cypress Pines or into the surface waters of the state shall be submitted to SFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from Cypress Pines or into surface waters of the state.

The Association may agree to operate and maintain the system located upon Common Area for which it has sufficient ownership over the drainage structures.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by SFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SFWMD rules.

The Association specifically agrees to allow authorized SFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to Cypress Pines, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and SFWMD regulations, such as:

- (A) Having access to and copying any records that must be kept under the

conditions of the permit; and

(B) Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and

(C) Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SFWMD rules; and

(D) Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

The Association shall submit inspection reports, if required by the SFWMD, in the form required by SFWMD, in accordance with the permit application.

In the event of casualty, it shall be the responsibility of each Owner within the Cypress Pines at the time of reconstruction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SFWMD.

Owners are hereby notified that certain Lots may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SFWMD, and Lee County's Division of Natural Resources. SFWMD and Lee County's Division of Natural Resources may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

No Owner of a Lot within Cypress Pines may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated drainage or conservation easements, unless prior approval is received from SFWMD, pursuant to Chapter 40D-4, Florida Administrative Code and Lee County's Division of Natural Resources.

Each Owner of a Lot within Cypress Pines at the time of construction, and with the ARC's approval of construction, of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the SFWMD.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 12.3.3(c)(6) of

the Environmental Resource Permit Applicant's Handbook Volume I of the Florida Department of Environmental Protection, and be approved by SFWMD prior to such termination, dissolution or liquidation.

It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not owned by Cypress Pines and not within the property subject to this Declaration. Cypress Pines reserves the right to grant such drainage and/or use easements and rights as Cypress Pines may deem necessary or appropriate for accomplishing the drainage needs of the Total Lands and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Surface Water and Storm Water Management System is designed to provide drainage for the Total Lands.

Any Amendments to the Declaration relating to the Surface Water and Storm Water Management System must have the prior written approval of the Lee County Engineer or his designee. Any revisions of the Surface Water and Storm Water Management System must have the prior approval of the County Engineer or his designee.

**8. USE RESTRICTIONS.** The following rules and standards apply to all persons and shall be enforced by the Association.

**8.1 Home.** Each Home shall be occupied by only one family at any time. Each Home shall be used for residential purposes and for no other purpose. However, "no impact" or "low impact" Home based business in and from a Home is allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a Home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited.

**8.2 Nuisances.** No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Cypress Pines nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes or Common Areas which is a source of annoyance to Owners or occupants of Homes, or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. In the event there is a question as to whether an activity or condition constitutes a nuisance, the Board's reasonable determination shall be conclusive.

**8.3 Parking and Vehicular Restrictions.** Parking on the grass is strictly prohibited. Vehicles shall be parked only in the garages or in the driveways serving the Homes or in the

appropriate, designated areas in which parking may be assigned, and then subject to the reasonable Rules adopted by the Board. Garages and driveways shall be utilized for parking to maximum capacity prior to parking on the street. To increase safety of vehicle movements, when parking on the street, vehicles shall not be parked opposite of driveway entrances and shall be parked facing in line with the flow of traffic. Vehicles shall not be parked overnight on streets or swales. Parking on the grass at any time is strictly prohibited. All recreational vehicles, LSV's (low speed vehicles), commercial vehicles, utility trailers, boats, watercraft, boat trailers, or any vehicles over eighty (80) inches in height shall be parked entirely within the garage of the Home and shall not be parked on any part of Cypress Pines, on any driveway serving any Home or Lot, or on any designated parking space within Cypress Pines except:

(A) Recreational vehicles commonly called RVs: For purposes of these Governing Documents, the term Recreational Vehicle or RV is defined as a motor vehicle or trailer which includes living quarters designed for accommodation. Resident, or lessee owned or leased RVs shall register the RV with the Cypress Pines prior to entry into Cypress Pines. RVs are further defined to include, without limitation, motor homes, motor coaches, campervans, caravans (also known as travel trailers and camper trailers), fifth-wheel trailers, popup campers and truck campers.

(B) An RV owned, leased, or rented by a Resident may be parked in the driveway of or at the curb directly in front of the applicable Home for the purposes of loading/unloading the RV in preparation of, or return from use, for up to 48 hours, provided however that the RV is registered with Cypress Pines. Additional time may be granted if pre-approved by the Board. No RV which is not owned, leased, or rented by a Resident is allowed in Cypress Pines at any time without pre-approval by the Board, which may be withheld at the Board's absolute discretion.

(C) U-Haul style trucks and trailers, vans, or trucks delivering goods or furnishing services temporarily during daylight hours and upon such portions of Cypress Pines.

(D) The Board is authorized to adopt supplemental Rules and Regulations concerning the use, storage and operation of electric bicycles, scooters, electric scooters, mopeds, and other vehicles deemed similar by the Board.

(E) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than forty-eight (48) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. Any member of the Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the Association Rule and Regulations. The owner of such vehicle shall have forty-eight (48) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate

that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

(F) Vehicle repair and/or maintenance is not permitted within the community except in garages. For purposes of this section, vehicle repair and maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing, and checking fluid levels is permissible. Notwithstanding the foregoing, emergency repairs to vehicles such as changing or charging a dead battery, repairing or replacing a flat tire, is allowed.

The Association shall have the right to authorize the towing away of any vehicles in violation of this Section with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

**8.4 No Improper Use.** No improper, offensive, hazardous or unlawful use shall be made of any Home, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of Cypress Pines. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Home shall be corrected by, and at the sole expense of, the Owner of the Home.

**8.5 Animals and Pets.** No animals shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept on the Lot, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. No Owner shall be permitted to maintain on his or her Lot any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. The ability to keep animals is a privilege, not a right, and the Board is empowered to fine an Owner and/or order and enforce the removal of any animal that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. Except for Common Areas designated by the Association for dog park and similar purposes, no pet shall be kept tied outside a Home, or on any balcony or patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within Cypress Pines. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from Cypress Pines. The Association shall not enter a Lot or Home for purposes of determining compliance with the provisions herein to keep reasonable numbers of pets. The Association may promulgate additional and supplemental Rules from time to time designating

other rules as necessary to regulate pets, which may include different rules for tenants.

**8.6 Additions and Alterations.** No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home or balcony, patio, or lanai, if applicable, including, without limitation, the painting, staining, or varnishing of the exterior walls of the Home, also including doors, garage doors, patios, balconies, driveways and walkways, without the prior written approval of the ARC, as hereinbelow defined, which approval may be withheld for purely aesthetic reasons, and all applicable governmental entities. For purposes of this section, the area encompassing a lanai or patio, including but not be limited to; all walls, screening and pavers, is considered to be exterior.

**8.7 Increase in Insurance Rates.** 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 or with respect to any portion of the Cypress Pines not owned by such Owner.

**8.8 Slopes and Tree Planting and Removal.** No Owner may engage in any activity which will change the slope or drainage of a Lot. No additional trees or other landscaping are permitted to be planted without the prior written consent of ARC. No tree shall be removed, without the Association's approval and, also, the issuance of a permit to do so by local and/or State governing authorities.

**8.9 Signs.** No sign, banner, display poster or advertising device of any kind or nature whatsoever, specifically including, but not limited to political signs or materials, regardless whether temporary or permanent in nature may be displayed in public viewing on or about any portion of any building, improvement, or Lot or in, on, or about any vehicle, including but not limited to golf carts, and LSV style vehicles, without prior written consent from the ARC. The ARC may establish rules regarding the size, color, and content of signs, including but not limited to no trespassing signs or signs showing the Home or Lot for sale or for lease. Notwithstanding the above, home security notification signs, such as, but in manner to be limited to, ADT Security displayed for the purpose of alerting potential intruders to the presence of such a system are allowed subject to the condition they be placed within Association maintained mulched areas and, in such manner as to not interfere with lawn care or established walkways. In the event of a dispute as to whether a decorative item constitutes a prohibited sign, the Board's reasonable discretion shall be binding.

**8.10 Flags.** Any Owner may display up to two (2) of the following portable, removable flags, in a respectful manner and not larger than 4 ½ feet by 6 feet: official and unaltered United States flag, the State of Florida flag, the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA, or first responder flag as defined by Florida Statutes Section 720.304, as amended. No more than two (2) of the enumerated flags shall be displayed at one time, provided however that one of the flags being displayed is an official, unaltered United States flag and further provided that any additional flag being displayed must be equal in size or smaller than the United States flag. (See: Sec. 720.304(2)(a)) Display of Flag: In all matters related to flags and related accessories, the Owner shall contact the HOA and ARC Committee for latest instructions and

requirements from local, state and Federal government prior to display.

**8.11 Flag Poles.** Any Owner may erect a freestanding flagpole no greater than 20 feet in height, if the flagpole does not obstruct sightlines at intersections and is not erected within or on an easement, in accordance with Florida Statutes Chapter 720, however, subject to all building codes, zoning setbacks and other applicable governmental regulations. The Owner is required to adhere to the requirements per Florida Statutes, and the Owner will be subject to any and all remedial actions allowed, and the Governing Documents.

**8.12 Trash and Other Materials.** No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of Cypress Pines, except in sanitary containers, Association contracted services containers, Owner owned waste barrel, and/or commercially made yard bags located stored only in the garage of each Home or dumpsters designated for such purpose. No offensive odor shall be permitted to arise from the containers, barrels, or bags so as to render Cypress Pines or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No signs, stickers, decals, temporary or otherwise, or defacing of the containers, barrels or bags shall be attached in any matter to the containers, barrels, or bags. Barrel and bag usage are to follow the same schedule regarding trash containers found immediately below in this section. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of Cypress Pines. Trash shall be placed in front of each Home or in designated dumpsters no earlier than twenty-four (24) hours before pick-up and containers, barrels, and bags shall be removed no later than twenty-four (24) hours after pick-up.

**8.13 Temporary Structures.** No tent, shack, storage pod, shed or other temporary building or Improvement, other than by the Association in the performance of its business or as authorized by the Association in writing, viewable from the frontage or a neighbor's property shall be placed upon any portion of Cypress Pines, either temporarily or permanently. The Association, after review of Owner's request, may issue permission for a temporary, not to exceed a twenty-four (24) hour period, small "pop-up" style canopy use within the Lot. No trailer, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently.

**8.14 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**8.15 Sewage Disposal.** No individual sewage disposal system shall be permitted on any of Cypress Pines property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

**8.16 Water Supply.** No individual water supply system shall be permitted on any of the Cypress Pines property, except for irrigation purposes only, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

**8.17 Landscaping.** The landscaping of any Lot, and any material modifications, additions, removals, or substitutions thereof, must be approved by the ARC. The Owner of each Lot shall be required to maintain the landscaping on his or her Lot.

(A) Any landscaping materials including but not limited to artificial vegetation, container plant, potted plant or exterior sculpture planted or placed upon any Lot by the Owner shall be strictly limited as to number or quantity and must be approved in writing by the ARC as to both the number of such items placed and the placement of such items before installation or planting of same. Once such written approval has been secured, any such items shall be promptly planted or placed and shall be maintained as the sole responsibility of the Owner in such a manner as to not become unsightly to an objective observer. It is the intent of the Association that artificial decorative materials shall be strictly limited in number.

(B) All landscaped areas shall be primarily grass and shall not be covered with gravel, stone or any artificial surface without prior written consent of the ARC. All dead or diseased sod, plants shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed.

(C) Notwithstanding the above, any Owner may temporarily display “appropriate” and “respectful” exterior seasonal decorations on the Owner’s Lot from November 20 through January 10 only.

(D) Notwithstanding that an Owner has obtained the approval of the ARC to install landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk. In the event any construction activity on an adjacent Lot causes damage to or destruction of such Owner's landscape materials or any part thereof, the Owner on whose Lot the landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such landscape materials in conformance with the requirements of the Association's approval of the initial installation of the landscape materials and the Association shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees.

(E) In addition, the installation of any landscaping placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (i.e., FPL), its successors and/or assigns, requires the removal of any landscaping upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the landscaping. If the grantee of any such easement fails to restore the removed landscaping, it shall be the Owner's responsibility to restore any removed landscaping on the Lot to at least such condition as its original construction. The Owner of a Lot in installing any landscaping upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to Association approval.

Owners are prohibited from making any changes to his or her landscaping without first obtaining approval of the ARC.

### **8.18 Antennae.**

(A) **Single-Family Homes and Duplexes.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed within the Community subject to compliance with the following requirements: Permitted antennas include (collectively hereinafter referred to as "antennas"): (1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter; and, (2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association; Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve (12) feet above the roof line. Any mast located higher than twelve (12) feet above the roof line must be approved in writing by the Association.

(i) **Location of Antennas.** To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

(ii) **Color and Screening of Antennas.** All antennas shall be painted at the time of installation to blend into the background against which they are mounted so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

(iii) **Safety Requirements.** To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building,

such as compromise of its water-proof integrity. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to persons or other property.

These restrictions are supplemental to any requirement of the Neighborhood Association.

An approved flagpole shall not be used to mount an antenna. It is the intent of this provision to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment, for which antennas are not permitted in the Community.

(B) **Condominiums.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Neighborhood Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements: Permitted antennas include (collectively hereinafter referred to as "antennae"): (1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter; and, (2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(i) **Location of Antennas.** Antennas are only permitted to be installed in exclusive use areas, such as limited common element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennas may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the sides by the vertical balcony walls.

(ii) **Color and Screening of Antennas.** All antennas and wiring shall be painted at the time of installation to blend into the background against which they are mounted, so long as the paint will not interfere with an acceptable quality signal.

(iii) **Safety Requirements.** To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna if so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its waterproof integrity. Unit owners shall indemnify the Association for

any loss or damage (including attorney's fees) occasioned by noncompliance with these obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

**8.19 Clotheslines.** No clothesline or other similar device shall be allowed in any portion of Cypress Pines property unless within a Home and concealed from view from all other portions of Cypress Pines property, or to the rear of the Home and concealed from view from all other portions of Cypress Pines property and from the surrounding public areas. No towels shall be permitted to be hung from the balconies. In any event, no clothesline or other similar device shall be erected without application to, and permission received from the ARC.

**8.20 Garages.** Except as authorized by the Board, no garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on in or about Cypress Pines. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles. Garage doors or ARC approved screens, shall be kept closed except to permit ingress and egress of vehicles, or when the owner is physically present.

**8.21 Hurricane Season.** Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to his or her departure by removing all furniture, potted plants, container plants and other movable objects, if any, from his or her balcony, patio, sidewalk, and/or Lot, and designate a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. Other than shutters originally installed by the Cypress Pines developer, at no time shall permanent hurricane shutter be permanently installed without the prior written approval of the ARC. Storm shutters and panels which are not permanently installed shall be put in place or closed not more than ten (10) days before and ten (10) days after a storm event (a "storm event" is defined as a meteorological event in which winds in excess of fifty (50) miles per hour and rainfall has occurred, or is expected to occur), unless the Association grants an exception.

Clear polycarbonate resin thermoplastic ("Lexan") or substantially similar panels may be permanently attached to fixed exterior windows on the side and rear elevations of the Home and shall not be considered hurricane shutters for purposes of this Section.

Permanently attached shutter screen systems and other permanently attached enclosure systems installed directly to the lanai framework, and designed to screen the lanai for shade, privacy, rain or storm events (i.e. "Storm Smart" shade screen, accordion shutters, rolling shutters and hurricane fabric screens) can only be installed after obtaining approval by the ARC and may be operating in the Owner's discretion and shall not be subject to the deployment limitations set forth above relative to storm events.

**8.22 Enclosures.** No enclosures of any kind, including but not limited to, glass and screen enclosures, shall be constructed or placed on the balconies or patios, if applicable, without the prior written approval of the ARC.

**8.23 Occupants Bound.** All provisions of the Governing Documents which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Home.

**8.24 Lighting.** Seasonal decorative lights are permitted only between November 20 and January 10. All other exterior lighting must receive prior written approval from the ARC. This includes, but is not limited to, flashing lights, multi-colored lights, strobe lights, and excessively bright or disruptive lighting, which are strictly prohibited. For the purposes of this section, a lanai is considered an exterior area.

**8.25 Fences.** No fences are permitted in the Community. Invisible pet fences are permitted.

**8.26 Windows.** All draperies, curtains, shades, or other window coverings installed in a Home, and which are visible from the Lot's frontage, or an adjacent Lot or Common Area shall have a white backing, unless otherwise approved in writing by the ARC. The Association may adopt architectural guidelines governing window tinting.

**8.27 Pools.** No above ground pools shall be erected, constructed or installed on any Lot.

**8.28 Irrigation.** No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Cypress Pines shall be installed, constructed or operated by an Owner within the Cypress Pines unless prior written approval has been obtained from the ARC and such sprinkler or irrigations systems are not prohibited by local governmental regulation.

**8.29 Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than South Florida Water Management District may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited in Cypress Pines.

**8.30 Sight Distance.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**8.31 Golf Carts, Bicycles, and Other Personal Property.** All golf carts leased, owned, or otherwise used by Owners may only be parked, placed, or stored in the garages of each Home and in accordance with Rules and Regulations adopted by the Board. No golf cart shall be placed, parked, or stored on the lawn of any Home or on any portion of the Common Areas, unless such

area is specifically designated as a golf cart parking area by the Board. By operating a golf cart within Cypress Pines, both the operator and the owner of such golf cart shall have released the Association of all liability, and expressly assumed all liability on themselves arising from the said operation. Anyone operating a golf cart within Cypress Pines must possess (1) if under 18 years of age, a valid Driver License, or possess a valid Learner's Driver License or; (2) if 18 years of age or older, must possess a valid form of government-issued photographic identification. The Association may periodically require owners of golf carts to provide the Association with proof of liability insurance concerning the operation of their golf carts with limits determined by the Board in its reasonable discretion and naming the Association as an additional insured party. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the owner, his or her family members, guests, licensees, invitees, employees, or agents, and the owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Charge pursuant to the procedures set forth herein. No bicycles, electric bicycles, scooters, electric scooters, mopeds, toys, or other personal property may be kept or stored outside of the garage or an ARC approved enclosure.

**8.32 Unightly Conditions.** Except for areas maintained by the Association, all weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Homes and/or Lots, and shall not be allowed to accumulate thereon. All machinery, equipment, grills, lawn chairs, bicycles, other similar items of personal property, and other Association unauthorized objects shall be obscured from view of adjoining streets, Homes, Lots or Common Areas. All Homes and/or Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Home and/or Lot as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Home and/or Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Cypress Pines; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Home and/or Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted shall be a Charge against the Owner and collected pursuant to the terms herein.

**8.33 Subdivision of Home.** Homes shall not be further subdivided or separated by any Owner, and no portion less than all of any such Home, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

**8.34 Energy Conservation Equipment.** All solar heating and air conditioning apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as

reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than one and one half (1.5) feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

**8.35 Recreational Facilities.** All recreational facilities and playgrounds furnished by the Association or erected within the Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof. All users agree to inspect any portion of the Common Areas and recreational facilities for their intended use and for any unsafe conditions prior to use.

**8.36 Rules And Regulations.** The Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

**8.37 Air Conditioning Units.** No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

## **9. INSURANCE.**

**9.1 Provisions.** In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions. The insurance carried by the Association shall afford at least the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Flood. If determined appropriate by the Board, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all such buildings and other insurable property located in the flood hazard area.

(C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board, with cross liability endorsement to cover liabilities of the Owners as a group to a Lot Owner.

(D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board.

(E) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(F) Directors and Officers Liability Coverage.

(G) Fidelity Coverage. Fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

**9.2 Duty to Insure**. Each Owner is responsible for insuring the real and personal property within his own Lot and Home. Each Owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Home (and Lot as may be applicable) at reasonable coverage limits determined by the Board from time to time and which may be different based on the type of Home (Condominium Unit, Duplex, etc.). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Home. If requested, an Owner shall provide the Association with a copy of the certificate of insurance evidencing the coverage purchased and the amount of coverage. The Association may, but shall have no obligation to, undertake legal proceedings to compel compliance with this insurance requirement.

**9.3 Duty to Reconstruct**. If any Home or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within twelve (12) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board. The Board may, in its sole and exclusive discretion, extend the time periods for reconstructions contained herein.

**9.4 Failure to Reconstruct**. If the Owner of any Home fails to commence or complete construction to repair or replace any damaged or destroyed Improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially

restore improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board, the Owner of the Home shall be deemed to have assigned to the Association any right he or she may have to insurance proceeds that may be available because of the damage or destruction of the Improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot and Home to secure payment.

**9.5 Association Insurance; Duty and Authority to Obtain.** The Board shall obtain and keep in force the insurance coverage required by law and under this Declaration and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

**9.6 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board may determine to be in the best interest of the Association and Lot Owners.

**9.7 Waiver of Subrogation.** If available and where applicable, the Board shall endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against Owners, or their respective agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

**9.8 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following share:

(A) **Common Areas.** Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his share in the Common Areas.

(B) **Mortgagee.** If a mortgagee endorsement has been issued as to a Home, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage which it holds against a Lot, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

**9.9 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them or may be applied to any Assessment

levied by the Board for any lawful purpose.

**9.10 Association as Agent.** The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association.

**9.11 Damage to Common Areas.** Where loss or damage occurs to the Common Areas or Common Area, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Owners for the deficiency. Such Special Assessments need not be approved by the Owners. The Special Assessment shall be added to the funds available for repair and restoration of the Property.

(C) Notwithstanding the above, in the event of casualty damage to any portion of the common area, the Board may seek membership approval to forego repairs or reconstruction, regardless of the cost. If two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws approve, the Board is authorized, but not required, to forego such repairs or reconstruction.

**10. LEASING OF HOMES.** The leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner including but not limited to a license. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. An Owner may lease only his or her entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. No sub-leasing is allowed. All leases shall be limited to two occupants per bedroom. The following also applies to any new occupant that was not approved under the existing lease.

**10.1 Procedures.**

(A) Notice by the Owner. An Owner intending to lease a Home shall give to the Board or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a background check and proof of lawful residency. The applicant must sign for having received copies of the Association's Governing Documents including the Rules and Regulations.

(B) Board Action. After the required notice and all information have been provided, the Board shall have 15 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The Board may delegate its authority to approve or disapprove a lease to a committee, as single officer or the community association manager.

(C) Disapproval. Unless the authority has been delegated as provided in (B) above a proposed lease shall be disapproved only if the Board so votes, and in such case the lease shall not be made. A proposed lease may only be disapproved for good cause and in no event shall the Association be required to disapprove any application which indicates a basis for a good cause denial under this section. In considering whether good cause exists the Board shall consider each applicant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(i) the Owner is delinquent in the payment of any monetary obligation to the Association at the time the application is considered;

(ii) the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(iii) the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(iv) the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Governing Documents, including the Rules and Regulations;

(v) the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

**10.2 Term of Lease and Frequency of Leasing**. No Home may be leased more often than four (4) times in any twelve (12) consecutive month period, with the minimum lease term being one (1) month and the maximum term being twelve (12) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. A lease may be extended or renewed for an additional period of no less than one (1) month, nor more than twelve (12) months. Prior to the end of the current lease, an Owner intending to extend or renew a lease of a Home shall give to the Board or its designee written notice of such intention. All lease extensions or renewals shall be subject to Board approval in the same manner as the initial lease. No subleasing or assignment of lease rights by the lessee is

allowed.

**10.3 Exceptions.** Upon written request of a unit Owner, the Board may approve one additional lease of the Home within the same 12 consecutive month period, but only under unusual circumstances to avoid undue hardship and inequity.

**10.4 Guest Occupancy During Lease Term.** Guests may occupy leased Homes only when the lessee is also in residence.

**10.5 Occupancy in Absence of Lessee.** If a lessee is absent from the Home for any period of time during the lease term, the lessee's family authorized to occupy the Home by Section 10.4 who are already in residence may continue to occupy the Home and may have house guests subject to Section 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

**10.6 Use of Common Area.** To prevent overtaxing the facilities, an Owner whose home is leased may not use the recreation or parking facilities during the lease term.

**10.7 Regulation by Association.** All of the provisions of the Governing Documents and the Rules and Regulations shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Association may, but is not required to, require a lease addendum to effectuate the intent of this Section 10.7 as a condition of approval.

**10.8 Fees and Deposits for the Lease of Homes including Condominiums.** Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of an extension or renewal of a lease with the same lessee. The Association may also require a security deposit to protect against damage to the Common Areas.

**10.9 Unapproved Leases.** Any lease of a Home not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board. Any Member who allows his or her unit to be occupied by a tenant without an approved lease shall be subject to fines and/or suspensions and other possible remedies in accordance with Section 8 of the Bylaws.

**10.10 No Discrimination.** The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

**11. TRANSFER OF OWNERSHIP OF LOTS.** The transfer of a Lot shall be subject to the

following provisions:

**11.1 Natural Persons.** A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

**11.2 Co-Ownership.** Co-Ownership of Lots is permitted. If the co-Owners are to be other than a married couple, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupant shall be treated as a transfer to the Owners by sale or gift subject to the provisions of this Section 11. Except in the case of death, no more than one such change will be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or a vacation club.

**11.3 Ownership by Corporations, Partnerships or Trusts.** A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as an Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person to be the "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupants shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 11. Except in the case of a death, no more than one such change will be approved in any twelve (12) month period.

**11.4 Designation of Primary Occupant.** If any unit Owner fails to designate a primary occupant when required to do so, the Board may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

**11.5 Life Estate.** A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2 below. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Lot. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 11.1(B), above.

**11.6 Sale or Gift.** An Owner intending to make a sale or gift of his Lot or any interest

therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his or her spouse, if any, as a pre-condition to approval.

**11.7 Notice.** In the event of a sale, it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future Assessments and other Association correspondence. Any person who becomes an Owner by gift, devise or conveyance shall within ten (10) days after such transfer furnish the Association with his or her name and such other information as the Association may reasonably require.

**11.8 Disapproval.**

(A) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Neighborhood;

(iv) The person seeking approval has a history of disruptive behavior;

(v) The person seeking approval has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

(vi) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or has provided false information during the application process; or

(vii) The transaction, if a sale or gift, was concluded by the parties without having both sought and obtained the prior approval required herein.

(B) Approval shall not be denied unless a majority of the whole Board so votes.

If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Subsection 13.3.1.3, then within thirty (30) days after the Board meeting at which the transaction was disapproved, the Board shall deliver in writing to the Owner (hereafter "the seller") the name of an approved purchaser who will purchase the Parcel at the same price, and upon the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the buyer shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments for common expenses shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not more than sixty (60) days after the date of Board disapproval, or thirty (30) days after determination of fair market value by appraisal, whichever occurred last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

(C) If the Board fails to deliver the name of an approved purchaser within thirty (30) days as required above, the original proposed purchaser shall be deemed approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

**11.9 Unapproved Transfers.** Any sale or transfer of ownership that is not approved or is disapproved pursuant to the terms of this Declaration, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

**11.10 Transfer Fees.** The Board may require the payment of a preset screening/transfer fee in connection with the notices required pursuant to 13.3. Said screening fee is presently set in the amount of \$100.00 per applicant, such amount to change from time to time by action of the Board of Directors. No approvals shall be given unless the fee has been paid.

**11.11 Resale Restrictions.** No more than thirty five percent (35%) of all parcels may be used for investment or rental purposes. Investment or rental purposes is any use except owner-occupied. All existing non-owner-occupied units shall remain in the current use even if the number of investment or rental parcels exceeds 35% of all parcels until the current owners sell or otherwise transfer the ownership of their properties through sale, inheritance, gift or any other form of transfer. Thereafter the new owner of the property must apply to use the parcel for investment or rental purposes. If at the time of the application the number of investment and rental properties exceeds 35%, the new owner's application will not be approved.

**11.12 Maximum Number of Parcels Owned.** In order to impart a continuity of residence, limit acquisition of Parcels primarily for institutional or commercial investment purposes, inhibit transiency, avoid the deleterious effects of financial delinquency of a Owner or a large block of Parcels, and safeguard property values, no natural person or artificial entity

(including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, manager, shareholder general partner, limited partner, beneficiary trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) Parcels within Cypress Pines (including Condominium Units) at the same time. Neither shall any artificial entity which has officers, directors, shareholders, member, managers, beneficiaries, trustees, or similar persons, in common with any other artificial entity (“affiliated persons or entities”), or individual Owner, as determined in the sole discretion of the Board, hold an interest in more than two (2) Parcels within Cypress Pines at the same time. It is the intention of this section that Owners or financially related persons or entities shall only own a maximum of two (2) Parcels, and that blocks of more than two (2) Parcels shall not be owned by individuals, families, or artificial entities or related parties for investment/rental purposes. The restrictions contained in this section do not apply to an institutional mortgagee’s security interest in Parcels, nor the ability of such institutional mortgagees to acquire title through foreclosure or deed in lieu of foreclosure but shall apply to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or a deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity that regularly lends money for the financing of the acquisition of real property and is licensed or otherwise legally permitted to do so in the State of Florida. The restrictions contained in this section do not apply to any individual or artificial entity that acquires title to any Condominium Units that have not been issued a Certificate of Occupancy, or other similar document, from the governmental authority other similar document, from the governmental authority having jurisdiction as of the date of the Condominium Units acquisition. The Board may enact additional rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify, interpret apply or enforce this provision.

## **12. AMENDMENTS; TERMINATION.**

**12.1 Duration.** The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until 2050. On January 1, 2050, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all Owners of Lots and two-thirds (2/3rds) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of

votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

**12.2 Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least a majority of the Voting Interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the book and page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

**12.3 Surface Water and Storm Water Management System Amendments.** Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Surface Water and Storm Water Management System serving the Property must have the prior written approval of Lee County and South Florida Water Management District or its successor agency, if any, in order to be effective and binding.

**12.4 Scrivener's Error Amendments.** Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board alone and without the need of consent of the Owners.

### **13. ENFORCEMENT; GENERAL PROVISIONS.**

**13.1 Enforcement.** Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, conditions or restrictions herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

**13.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules shall apply to Members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the Owner or by permission or invitation of the Owner or his tenants (expressed or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests

and by the guests, licensees and invitees of his tenants, at any time.

**13.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Association Rules and Regulations, may be brought by any Owner, or the Association against:

(A) the Association;

(B) the Lot Owner;

(C) anyone who occupies or is a tenant or guest of a Lot; or

(D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

**13.4 Attorney Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, Owner, officer, Director or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

**13.5 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**13.6 Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's home, or sent by electronic mail to the e-mail address last provided to the Association on transmission. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Association in writing of any change of address.

**13.7 Severability.** Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

**13.8 Interpretation; Disputes.** The Board is responsible for interpreting the provisions

of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties. Nothing herein is intended to limit Owners' rights set forth in Section 13.3 above.

**13.9 Not-For-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its not-for-profit status under applicable state or federal law.

**13.10 Use of Singular and Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**13.11 Headings.** The headings used in the Governing Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**14. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:**

**14.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF.**

**14.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES OR PANDEMICS.**

**14.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH**

**THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**14.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.**

**14.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**