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VERIFIED BY:

KH D.C.

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This Instrument Prepared by and Return to:  
James A. Neal, Jr., Esq.  
James A. Neal, Jr., P.A.  
452 Pleasant Grove Road  
Inverness, FL 34452  
(352) 726-1116

**CERTIFICATE OF AMENDMENT  
TO CYPRESS VILLAGE  
DECLARATION OF RESTRICTIONS**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions of Cypress Village were duly adopted by the membership and approved by the Board of Directors of Cypress Village Property Owners Association, Inc. as successor to the Declarant, Punta Gorda Developers pursuant to a vote of the membership. Said Declaration was recorded at Book 342, Page 762 and subsequently amended at Book 342, Page 762, encumbering property described at Plat Book 9, Pages 86-150, Plat Book 9, Page 87A and Plat Book 10, Pages 1-9, all of the Official Records of Citrus County, Florida.

Furthermore, we hereby certify that the attached amendments were duly adopted by the membership at a meeting held April 2, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of April, 2002, at Citrus County, Florida.

WITNESSES:

Anne Moser  
Signature of Witness #1  
ANNE MOSER  
Printed Name of Witness #1

John J. Cadogan  
Signature of Witness #2  
John J. Cadogan  
Printed Name of Witness #2

CYPRESS VILLAGE PROPERTY  
OWNERS ASSOCIATION, INC.

Gail Lukas  
By: Gail Lukas, President

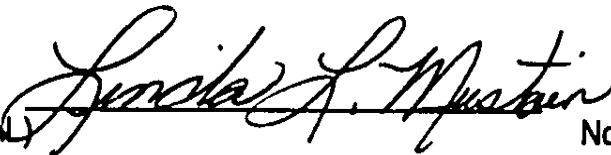
Joy E. Billy  
Attest: Joy E. Billy, Secretary

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STATE OF FLORIDA )  
COUNTY OF CITRUS )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of April, 2002, by Gail Lukas and Joy E. Bily, President and Secretary respectively of Cypress Village Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me ~~or have produced~~ \_\_\_\_\_ and \_\_\_\_\_ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

(SEAL) 

Notary Public  
My Commission Expires:



Linda L. Mustain  
Commission # DD070140  
Expires Nov. 8, 2008  
Resides in  
Atlantic Beach, Fla.

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**AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
(CYPRESS VILLAGE)**

THIS AMENDMENT, made this 2 day of April, 2002, by CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, formerly known as SUGARMILL WOODS CYPRESS VILLAGE ASSOCIATION, INC., a Florida corporation, whose address is 108 Cypress Boulevard West, Homosassa, Florida 34446, successor to "Grantor" Punta Gorda Developers, Inc., a Florida Corporation, by assignments hereafter described.

WHEREAS, "Grantor" PUNTA GORDA DEVELOPERS, INC., now known as SUGARMILL WOODS, INC., a Florida Corporation, caused to be developed certain real property commonly known as SUGARMILL WOODS SUBDIVISION CYPRESS VILLAGE, as officially described in Plat Book 9, Page 86-150, inclusive; Plat Book 10, Pages 1-9, inclusive; and Plat Book 9, Pages 87-A; and Plat Book 1, Pages 105-109, inclusive, respectively, Public Records of Citrus County, Florida; and

WHEREAS, certain Declarations of Restrictions were originally recorded against properties within said subdivision, at Official Record Book 342, Page 762; Official Records Book 342, Page 770; and Official Records Book 350, Page 637, respectively, of the Citrus County Public Records, as part of a general scheme of development for the subdivision; and

WHEREAS, subsequent to recording of the above-described Declarations of Restrictions, said Declarations have been amended numerous times including Amended Declarations of Restrictions described in Official Records Book 350, Page 645; Book 377, Page 609; Book 377, Page 617; Book 377, Page 625; Book 400, Page 137; Book 412, Page 412; Book 443, Page 395; Book 443, Page 405; Book 443, Page 400; Book 443, Page 405; Book 443, Page 411; Book 462, Page 672; Book 452, Page 685; Book 475, Page 716; Book 527, Page 11; Book 621, Page 2158; Book 621, Page 2166; Restated at Book 1034, Page 1875; Book 1081, Page 274; Book 1156, Page 1988; Book 1214, Page 2073 and amended at Book 1292, Page 1996; Book 1408, Page 160, and Book 1448, Page 625 respectively; and

WHEREAS, PUNTA GORDA DEVELOPERS, INC., now known as SUGARMILL WOODS, INC., as the developer of SUGARMILL WOODS SUBDIVISION, CYPRESS VILLAGE, and as the "Grantor" under the restrictions, reserved the right, on behalf of itself and its successors and assigns, to enforce the above-described restrictions and to amend and modify the above-described restrictions from time to time; and

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WHEREAS, the undersigned corporation, CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC., formerly known as SUGARMILL WOODS CYPRESS VILLAGE ASSOCIATION, INC., was formed in 1980 for the purpose of carrying out such duties and responsibilities as might be delegated to it by the developer or its membership in connection with the operation and management of real property within CYPRESS VILLAGE; and

WHEREAS, in accordance with this intent certain documents were recorded in Citrus County Public Records including an Assumption of Rights and Duties recorded in Book 820, Page 477; an Assignment of Rights to Enforce Restrictive Covenants at Book 828, Page 1265; a Partial Assignment of Developer's Rights recorded in Book 0958, Page 0527; an Amendment and Limited Assignment of Developer's Rights recorded in Book 1020, Page 1925; and a Final Assignment of Developer's Rights at Book 1020, Page 1930, respectively; and

WHEREAS, CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC., by this document, amends certain restrictions hereinafter described as to each and all Declarations affecting real property located within SUGARMILL WOODS SUBDIVISION, CYPRESS VILLAGE, specifically including the above-described Declarations of Restrictions, as amended.

NOW THEREFORE, in consideration of the foregoing premises which is adopted herein as correct, Cypress Village Property Owners Association, Inc. amends the referenced Declarations as follows:

I. Section 4 of the Declaration of Restrictions is amended to read as follows:

4. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS

In order to insure that the building(s) of the aforementioned land will preserve a high standard of construction, no building or other structure shall be developed, erected, placed, or remain on the aforementioned land until a set of County approved plans of the working drawings and specifications, including a certified land survey and legal description executed by a State of Florida registered surveyor showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and sethacks is submitted to the Grantor and approved by the Grantor as meeting the requirements of these restrictions and the ACB Building Standards and Procedures as outlined in the Board Approved manuals and in accordance with the building, plumbing and electrical codes in effect at the time of construction or alteration of any building has begun. Development to mean the lot will not be cleared and will remain untouched. In addition this application will include the permit fee, affidavit of building restrictions, landscape and irrigation plans (or confirmation letter of acceptance), copy of the County permit, quarter scale plan

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of structure, square footage (living and total), roof material grade 25 year, and maximum 50% ISR (WO) Construction requirements and specifications may include (but are not limited to) the following: minimum roof pitch three to one, concrete driveways, outside building colors and driveway colors subject to approval. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by applicable governmental authorities. Said building contractor shall, in addition to the foregoing requirements, be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed building marring the beauty of the above-mentioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be in a form and wording approved by the Grantor. The Grantor may, at its discretion, bond the construction in lieu of the above said bonding company or waive the bond requirement.

Refusal of approval of plans, specifications and locations of building(s) by the Grantor may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Grantor, seem sufficient. No alterations in the exterior appearance of the above building or structure shall be made without the approval of the Grantor in writing. All buildings/garages will be integral to the main building and constructed of like material. The provisions herein contained shall apply equally to repair, alterations or modifications made in the above building(s). However, no alteration shall be made which would incorporate non-living areas such as garages, verandas, storage rooms and the like into the living area square footage without the approval of the Grantor in writing.

The provisions of this section shall apply equally as well to land cleared but not yet built upon. No land shall be changed from its natural state, no clearing or harvesting of trees prior to the issuance of an ACB permit. Should disregard be shown towards this restriction Cypress Village Property Owners Association, Inc. will consider it to be a violation of its Deed Restrictions. Remedies for clearing any land without an ACB permit shall specifically include non-approval under this paragraph, damages including attorney's fees and costs, and an injunctive relief to stop all actions addressed in this paragraph until approval is obtained. Any costs incurred by the Association as a result of this violation of the Deed Restrictions shall be the sole responsibility of the property owner and failure by the property owner to repay the Association said costs shall result in a lien being placed on the property in violation. No trespassing onto adjoining lots or intrusion into the common area is permitted during construction.

In connection with the aforesaid approval process, Cypress Village Property Owners Association, Inc., or its designee, may charge an administrative fee of up to \$150.00 for each request. The fee shall be payable by the Lot Owners as a condition of approval. Remedies for non-payment of the administrative fee shall specifically include non-approval under this paragraph,

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damages including attorneys fees and costs, and injunctive relief to stop all actions addressed in this paragraph until approval is obtained.

A swimming pool may be built during or after the construction of the building(s) provided a certified land survey containing the proposed location of said pool and all of the aforementioned requirements of a plot plan are submitted for approval. However, above ground swimming pools are prohibited with the exception of portable wading pools, not to exceed eight feet in width and no more than one foot side wall height.

II. Section 5 of the Declaration of Restrictions is amended to read as follows:

**5. SETBACK AND MINIMUM SQUARE FOOT AREA**

No building with less than 1,500 square feet of living area shall be erected on any lot without the express written consent of the Grantor. All buildings erected or constructed on the aforementioned lot(s) shall conform in area and setback limitations to the following table:

**SETBACK REQUIREMENTS**

**1. Easements-all construction:**

Front-10 feet

Back-10 feet

Sides-7 ½ feet extending from pavement to rear property line.

**2. Single-Family Setback Requirements**

Front-25 feet MINIMUM, except that on lots of 150 feet or greater depth, the setback requirement shall be 50 feet.

Back-15 feet.

Sides-7 ½ feet extending from pavement to rear property line.

III. Section 22 of the Declaration of Restrictions is amended to read as follows:

**22. COMMON AREA**

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Pedestrian Walkways, Common Areas or strategically located easements are designated "Y" on the record plat and shall hereinafter be described as COMMON AREA. It is understood and agreed that the owner of an investment in each of the lots in each village according to the plat of Sugarmill Woods Subdivision as amended of record shall have an equal undivided interest in all of the Common Area in that village as labeled on the aforesaid plat. It is understood that these restrictions prohibit the further subdivision of this Common Area in each village and is hereby declared to be appurtenant to each lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise included with the lot, even though such an interest is not expressly mentioned or described in the Conveyance or other instrument. The Grantor hereby and each subsequent owner of any interest in an instrument transferring an interest, waives the right of a partition of any interest in the Common Area in a village under the laws of the State of Florida. Any owner may freely convey an interest in a lot together with an undivided interest in the aforestated Common Area of his village subject to the provisions of these restrictive covenants subject, however, to Grantor's rights contained later in this paragraph dealing with Common Area. All owners of lots have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Common Area in their village, in common with all persons owning an interest in any lot in the village.

It is the intent of the Grantor that the Common Area in each village be a private area for the exclusive enjoyment of all persons owning an interest in a lot in the village and their guests, subject to the rights reserved by the Grantor and subject to the following restrictions:

a. Automobiles, trucks and motorcycles of every description shall be prohibited access to or progress over the Common Area. Transportation devices, in addition to walking, shall be limited to bicycles and horses and approved by the Grantor or the association subsequently formed to undertake maintenance of the Common Area in each village and such other means of transportation as may be approved by the Grantor or the said Association.

b. There shall be no additions, removal or cutting of trees and plants by individual lot owners nor shall individual lot owners be permitted to place on the Common Area any permanent fixtures such as buildings, benches, barbecue pits or structures of any type.

c. Pets shall not be allowed to be destructive within the Common Area.

d. Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Area and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Area.

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Anything to the contrary aforestated notwithstanding, the Grantor reserves unto itself, its successors, assigns or nominees the right and privilege to dredge, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches, stables, and other structures deemed by the Grantor, its successors, or assigns to be desirable; landscaping or to make any other improvements necessary to complete development of and within the Common Area of a village and of the subdivision and to maintain the same utilizing the appropriate equipment to do so.

The cost of maintenance and improvements such as landscaping, stables, bridges, paths, buildings and lakes and the costs of improvements that may be added from time to time shall be the responsibility of the individual lot owners and shall be accomplished in the following manner: Upon completion of development of the aforementioned lots and the Common Area in a village the Grantor shall undertake to maintain the Common Area of said village. The actual cost shall be divided equally among each of the aforementioned lots and a lien shall arise and its hereby created in favor of the Grantor and against the purchaser for the full amount chargeable to each lot in the village and amount payable shall be due upon the rendering of the bill by the Grantor. This lien shall be enforceable by law or in equity according to the provisions of Florida law, including but not limited to the Mechanics Lien Law by the Grantor. The cost of collecting such lien, including attorneys fees shall be paid for by the applicant, purchaser, optionee, lessee or grantee. On or before June 25, 1988 Grantor shall form a non-profit corporation under laws of the State of Florida, whose duty will be to undertake the maintenance of the Common Area in the village and shall at that time assume the rights reserved unto the Grantor stated in this paragraph, it being understood and agreed that ownership of each lot shall represent one membership in said corporation; provided however, Grantor reserves the right to establish reasonable standards to be followed by the Association in the maintenance of the property in the village. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be, shall subscribe to and join said village association and become a member thereof immediately upon obtaining an interest in the village. If such an association is not formed for any reason, then Grantor, its successors or assigns shall have the right to continue to perform the maintenance of the Common Area in a village and shall assess the owners for the costs as herein provided. However, this provision shall not be construed as imposing an obligation or duty upon the Grantor for such maintenance after June 25, 1988. It is Grantors intent that a lot owner will have all the privileges, rights, responsibilities and liabilities according to his undivided interest in only that village in which the lot is located. There shall be no Common Area in any village in which Grantor has not deeded any lots. Grantor reserves the right to vacate that portion of the plat of any village in which it has not deeded any lots and to sell said village as acreage, the intent being that all interest in and to a village, including common property, be vested in Grantor until the first deed to a lot in a village is placed on record.

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In order to promote fire safety in the platted Greenbelt areas, the Grantor shall allow property owners to apply for a no fee permit for floor dead ground vegetation removal. Grantor's Deed Restriction Designees will inspect all properties prior to any dead ground vegetation removal and designated area to be cleared. No member shall clear more than twenty-five (25) feet from the rear lot line. No live vegetation shall be uprooted except for Smilax and Cudsu. No plantings, native or otherwise will be approved. Anyone intruding on the Common Area in ways other than those clearly defined within this Restriction shall be subject to a fine or lien being placed against their property including any attorney's fees and court costs, which may accrue from upholding the tenets of this Restriction, pursuant to Deed Restriction Section 24.

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