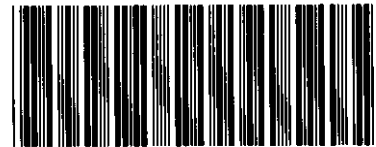


This Instrument Prepared by and Return to:  
James A. Neal, Jr., Esq.  
James A. Neal, Jr., P.A.  
452 Pleasant Grove Road  
Inverness, FL 34452  
(352) 726-1116



2003022646 6 PGS

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$28.50  
# 2003022646 BK:1592 PG:1466-1471  
04/21/2003 09:39 AM 6 PGS  
T-KIRBY,DC Receipt #013543

**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 March 26, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 31<sup>ST</sup> day of March, 2003, at Citrus County, Florida.

WITNESSES:

  
\_\_\_\_\_  
Signature of Witness #1

Joan Wright  
\_\_\_\_\_  
Printed Name of Witness #1

  
\_\_\_\_\_  
Signature of Witness #2

John J. CADOGAN  
\_\_\_\_\_  
Printed Name of Witness #2

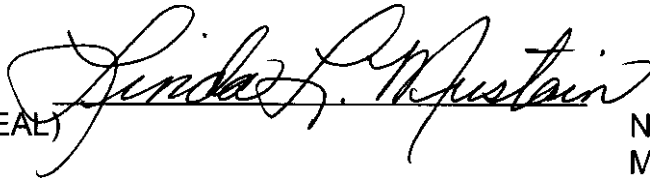
CYPRESS VILLAGE PROPERTY  
OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
By: Geoffrey Reid, President

  
\_\_\_\_\_  
Attest: Joy E. Bily, Secretary

STATE OF FLORIDA )  
COUNTY OF CITRUS )

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of March, 2003, by Geoffrey Reid 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 forgoing 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 # DD 070140  
Expires Nov. 5, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

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

THIS AMENDMENT, made this 31<sup>st</sup> day of March, 2003, 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, Book 1448, Page 625 and Book 1498, Page 1, 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

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 9 of the Declaration of Restrictions is amended to read as follows:

9. WALLS, AND FENCES

No walls or fences shall be constructed in the front yard. The front yard shall be defined as the area bounded by the front and side lot lines and the front of the house. As to all other fences or walls, Association approval shall be required prior to construction or installation and they shall meet the following criteria:

- a. They shall not exceed three (3) feet in height.
- b. They shall be contiguous with the lot line, unless prior Association approval is obtained.
- c. They shall not be chain link, metal or wire.
- d. They shall comply with such standards as may be promulgated by the Board of Directors of the Association or the Architectural Control Board. Retaining walls required to control ground erosion may exceed the three (3) foot height maximum and may extend beyond the front of the house should the elevation differential call for it.

The height or elevation of any wall or fence shall be measured from the existing property elevation. Any question as to such heights shall be conclusively determined by the Association.

II. Section 12 of the Declaration of Restrictions is amended to read as follows:

## 12. NUISANCES

No activity or any act shall be done upon the property governed by these restrictions which may be or may become an annoyance or nuisance to the neighborhood. The lack of an activity or act can be a nuisance, i.e. such as failure to remove trash out of a truck parked on a property.

III. Section 17 of the Declaration of Restrictions is amended to read as follows:

## 17. MAINTENANCE

The above-described building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept adequately painted including previously painted sidewalks, driveways and tile roofs. The color of paint shall not be changed without the written consent of the Grantor.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the at ore-described land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition, all of the landscaping including the grass shall be kept as befitting on a high-quality lawn and any plants, grass, shrubs, etc. that might die shall be promptly replaced and should the Grantee fail to keep premises in the afore-described condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforestated. In the event that the owner fails to maintain the property, including all buildings and structures, grass and landscaping in the condition required herein, the Grantor shall have the option of (1) seeking mandatory injunctive relief for a court of appropriate jurisdiction or (2) entering upon the land to make such repairs, replacements, installation or maintenance that may be necessary to bring the property into compliance with the provisions at this Declaration. Such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the actual expenses to bring the property into compliance with the provisions of this Declaration. The owners shall be liable for all expenses to the Grantor as a result of actions taken in compliance with this provision, including without limitation, attorneys fees for all legal work performed, including appeals.

IV. The Deed Restrictions are amended by the addition of Section 31 and reads as follows:

### 31. OPEN FIRES PROHIBITED

There shall be no open burning permitted at any time in the common area or upon any lot without the express written consent of the Association as authorized by a two thirds (2/3) vote of the Board of Directors. Prior to giving written consent with or without conditions, the Board shall find that special circumstances exist on the owner's lot which minimize the threat of the spread of fire to the common area and other lots. This prohibition extends to open pits, barrels, incinerators, and any other type of burning. This prohibition shall not apply to gas or charcoal grills that are routinely used for cooking upon the lot owners' property.