

INSTR # 105823542  
OR BK 41527 Pages 1949 - 1950  
RECORDED 02/27/08 09:36:55  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2130  
#1, 2 Pages

THIS INSTRUMENT PREPARED BY:  
DAVID M. BAUMAN, ESQ.  
Bauman & Kanner P. A.  
7119 W. Broward Blvd.  
Plantation, Florida 33317

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS OF CYPRESS RUN VILLAS AND PARCEL "K",  
CYPRESS RUN

WHEREAS, the Declaration of Restrictions and Protective Covenants establishing CYPRESS RUN VILLAS AND PARCEL "K", CYPRESS RUN (the "Association Documents") is recorded at Official Records Book 10020 Page 980, of the Public Records of Broward County, Florida; and,

WHEREAS, this Amendment of the Declaration of Restrictions and Protective Covenants has received unanimous approval of the Board of Directors for CYPRESS RUN VILLAS ASSOCIATION, INC. at a duly held and noticed meeting of the Board of Directors as required in said Declaration; and,

WHEREAS, Article 29 of the Declaration of Restrictions and Protective provides the Association with the right to "modify, amend, waive or add to..." the Declaration of Restrictions and Protective Covenants.

WHEREAS, this Amendment of the Declaration of Restrictions and Protective Covenants has received approval of not less than two-thirds (2/3) of the Voting Members of CYPRESS RUN VILLAS ASSOCIATION, INC. as required in Florida Statutes Section 720.306(b) and as further evidenced by signatures attached hereto as Exhibit "A"; and,

NOW THEREFORE, the Declaration of Restrictions and Protective Covenants is amended as follows:

1. Article 3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS

D. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the SUBDIVIDER or

ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. Paved driveways, brick pavers, stamped concrete, blacktop, or such other driveway treatments which are customary within Broward County, Florida at the time of replacement are permitted following the written approval of the ASSOCIATION. The location and type of mailbox must conform to all government regulations and must be maintained in good condition. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the SUBDIVIDER or ASSOCIATION will have the right to obtain a mandatory injunction to tear down any structure built or a prohibitory injunction to prevent and structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on the 13 day of February, 2006.

Signed, Sealed and Delivered  
in the presence of:

CYPRESS RUN VILLAS ASSOCIATION,  
INC., a Florida not-for-profit  
corporation

Arle Barnett  
Jay L. Stahl

By: Mitchell Krustall

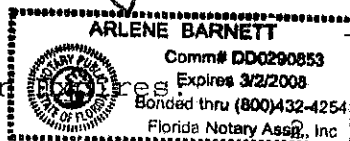
STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Mitchell Krustall to me well known and known to me to be the individual described in or who provided known as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of CYPRESS RUN VILLAS ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 13 day of February, 2006.

My Commission



Arlene Barnett  
Notary Public

82- 33009

THIS INSTRUMENT WAS PREPARED BY:  
KENNETH O. THAP  
3300 UNIVERSITY DRIVE, 9th FLOOR  
CORAL SPRINGS, FLORIDA 33065

DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS  
FOR  
CYPRESS RUN VILLAS  
AND  
PARCEL "X", CYPRESS RUN

This Declaration made this 5th day of February, 1982,  
by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, here-  
inafter called SUBDIVIDER.

W I T N E S S E T H :

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corpora-  
tion presently having its principal place of business in Coral  
Springs, Florida, the record owner of the real property hereinafter  
described, desires to create a quality development with restric-  
tions, covenants, servitudes, impositions, easements, charges and  
liens as hereinafter set forth for the preservation of the property  
values of the OWNERS therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares  
that the following described real property is and shall be held,  
transferred, sold, conveyed and occupied subject to the restrictions,  
covenants, servitudes, impositions, easements, charges and liens  
hereinafter set forth.

Said real property subject to the Restrictions is:

Lots One (1) through Thirty-eight (38), inclusive,  
and PARCELS A, B, C, D and E, CYPRESS RUN VILLAS,  
according to the plat thereof as recorded in Plat Book  
106, Page 35, of the Public Records of Broward County,  
Florida; and PARCEL "X", CYPRESS RUN, according to the  
plat thereof as recorded in Plat Book 93, Page 16, of  
the Public Records of Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have  
the following meanings:

1. "SUBDIVISION" shall mean and refer to CYPRESS RUN VILLAS  
according to the plat thereof as above described and PARCEL  
"X", CYPRESS RUN, according to the plat thereof as above  
described.
2. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL  
PROPERTIES, INC., a Florida corporation, presently having its  
principal place of business in Coral Springs, Florida, its  
successors or assigns of any or all of its rights under this  
Declaration.
3. "ASSOCIATION" shall mean and refer to the OCEAN HILE  
ASSOCIATION, INC., a Florida corporation, presently having its  
principal place of business in Coral Springs, Florida, its  
successors or assigns of any or all of its rights under this  
Declaration.

FEB 8 11 25 AM '82

RE1002074980

4/1/84

4. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any lot or parcel, or portion thereof in the SUBDIVISION, their heirs, successors, legal representatives or assigns.

5. "HOMEOWNERS' ASSOCIATION" shall mean and refer to CYPRESS RUN VILLAS ASSOCIATION, INC., a Florida corporation not for profit.

6. "MEMBER" shall mean and refer to the record homeowner, whether one or more persons or entities, of the fee simple title to any lot which is part of the aforescribed property covered by this Declaration of Restrictions and Protective Covenants.

7. "COMMON PROPERTY" shall mean and refer to all real and/or personal property which the HOMEOWNERS' ASSOCIATION owns or in which the HOMEOWNERS' ASSOCIATION has an interest, including without limitation, a right of use for the common use and enjoyment of the MEMBERS of the HOMEOWNERS' ASSOCIATION.

## ARTICLE II

### GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The lots in the SUBDIVISION may be used for single family dwellings, and for no other purposes. PARCEL "A" shall be used only as a recreation and landscaped area, and PARCELS "C", "D" and "E" shall be used only as landscaped open space all for the use and benefit of all of the present and future owner or owners of all lots and parcels in CYPRESS RUN VILLAS. There shall be no vehicular ingress or egress across PARCELS "C" and "D".

A. PARCEL "B" shall be used for ingress, egress, road purposes and utility purposes for the use and benefit of all of the present and future owner or owners of all lots and parcels in the SUBDIVISION.

B. PARCEL "K", CYPRESS RUN, shall be used only for landscaping, underground irrigation systems and underground utilities. No building, structure or fence shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION, and there shall be no vehicular ingress or egress across said parcel. The HOMEOWNERS' ASSOCIATION shall have the responsibility for maintenance of this parcel along with the responsibility for maintenance of PARCELS "A", "B", "C", "D" and "E", CYPRESS RUN VILLAS, and any improvements thereon. Further, all parcels named herein shall be and shall remain in the ownership of the HOMEOWNERS' ASSOCIATION unless and until separate conveyance is approved by SUBDIVIDER in writing. If a conveyance of any parcel is made without SUBDIVIDER approval, HOMEOWNERS' ASSOCIATION shall continue to be responsible for maintenance of said parcels.

C. In the event a need is shown for use of PARCEL "K", CYPRESS RUN, for bicycle paths, pedestrian walks, or bus stop lanes, and a conveyance is approved by SUBDIVIDER in writing with a subsequent conveyance to the public, then and in those events, the HOMEOWNERS' ASSOCIATION responsibility for maintenance of PARCEL "K", CYPRESS RUN, shall cease.

2. SETBACK LINES AND SIZE OF BUILDINGS. All buildings erected or constructed on any lot shall contain a minimum of one thousand (1,000) square feet of living area.

No building shall be erected over a height of thirty (30) feet.

No building or structure shall be constructed or erected on any lot within the following building setback lines, unless modified by SUBDIVIDER as hereinafter detailed:

RE 10020 PG 931

FRONT - Ten (10) Feet  
 REAR - Ten (10) Feet  
 STREET SIDE - Ten (10) Feet  
 SIDES - Five (5) Feet for one story dwellings  
 - Seven and One-half (7½) Feet for two story dwellings

A. Those lots having utility easements along the side lot lines shall have a minimum side setback of six (6) feet on the side containing the utility easement.

B. Where two or more lots are acquired and used as a single building site under a single OWNER, the side lot lines shall refer only to the lines bordering on the adjoining property.

C. Setback lines for corner lots and odd-shaped lots shall be as near as possible as set out above, except that variations may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

D. SUBDIVIDER may approve a plan of development for lots in the SUBDIVISION that utilizes the zero lot line concept, which for purposes herein, shall mean that there shall be at least ten (10) feet (for one story dwellings) or fifteen (15) feet (for two story dwellings) between dwellings on one side of the lot, and zero (0) feet on the opposite side of the lot. For consideration of permission to use this concept, OWNER(s) shall submit a plot plan to SUBDIVIDER for approval, and, if approved, the side setbacks first referred to above shall be waived in writing by SUBDIVIDER, along with a waiver of the reservation for utility easement on that side of the lot where a dwelling unit has been approved for zero lot line placement. Said utility easement reservation appears at Paragraph JJ herein. SUBDIVIDER shall in no way be responsible for any approvals that may be required by any governmental authority having jurisdiction. No more than thirty-eight (38) dwelling units shall be permitted in the SUBDIVISION.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, landscape plans, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. After approval, any changes in location, plot plan, exterior colors or exterior materials must be submitted for approval by SUBDIVIDER or ASSOCIATION. Failure to submit the plans, specifications, exterior colors, landscape plan, location and plot plan, in detail and to scale or failure to acquire the approval of the SUBDIVIDER or ASSOCIATION shall be deemed a material breach of this restriction. The SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the SUBDIVIDER nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in the SUBDIVISION. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any lot or parcel shall be permitted that, in the sole judgment of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by SUBDIVIDER or ASSOCIATION in writing.

REL 10020 PM 082

A. No structure of any kind of what is commonly known as "factory built", "modular" or "mobile home" type construction shall be erected in the SUBDIVISION without written permission of SUBDIVIDER or ASSOCIATION. OWNER must submit to SUBDIVIDER or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

B. Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the SUBDIVIDER or ASSOCIATION may, in its sole discretion, approve the use of such new materials.

C. Flat roofs may be utilized only if approved by SUBDIVIDER or ASSOCIATION in writing, and further provided that the flat roof area does not comprise over 40% of the total roof area. Such flat roofs are to be located to the rear of the dwelling. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the building shall be permitted if approved in writing by the SUBDIVIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

D. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. The location and type of mailbox must conform to all government regulations and must be maintained in good condition. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the SUBDIVIDER or ASSOCIATION will have the right to obtain a mandatory injunction to tear down any structure built or a prohibitory injunction to prevent any structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

E. All areas not covered by buildings, structures or paved parking facilities shall be maintained as landscape areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. OWNER shall install and maintain landscape material on PARCELS "A", "C", "D" and "E" and PARCEL "X", CYPRESS RUN. The landscape parcels and common areas shall be landscaped and maintained by the OWNER and/or HOMEOWNERS' ASSOCIATION according to the requirements of the SUBDIVIDER or ASSOCIATION, which requirements define the quality, type, height and location of landscape material, and are on file with the SUBDIVIDER or ASSOCIATION. Should the OWNER and/or HOMEOWNERS' ASSOCIATION fail or refuse to plant and/or maintain the landscape parcels and common areas as above provided, the SUBDIVIDER or ASSOCIATION shall have the right to enter upon the landscape parcels and common areas and to install thereon such landscape material and/or underground irrigation systems as may be necessary to comply with said landscape requirements and/or to maintain the same should the OWNER and/or HOMEOWNERS' ASSOCIATION fail or refuse to maintain, and such entry

RE 10020 ME 983

shall not be deemed a trespass. Should the SUBDIVIDER or ASSOCIATION exercise its right to install and/or maintain the said landscape parcels and common areas and/or the underground irrigation systems, the cost of such installation and/or maintenance shall be borne by the OWNER and/or HOMEOWNERS' ASSOCIATION and payment thereof shall be due and payable to the SUBDIVIDER or ASSOCIATION within thirty (30) days from a written request to the OWNER and/or HOMEOWNERS' ASSOCIATION to pay the same. Should the OWNER and/or HOMEOWNERS' ASSOCIATION fail to make such payment within said thirty (30) day period, then the SUBDIVIDER or ASSOCIATION shall have a lien for the cost of the installation and/or maintenance. The lien shall be impressed upon the lot or parcel of the OWNER and/or HOMEOWNERS' ASSOCIATION effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

F. There shall be no vehicular ingress or egress across PARCELS "C" and "D", CYPRESS RUN VILLAS, and PARCEL "X", CYPRESS RUN.

4. ROADWAY LIGHTING. No roadway lighting on PARCEL "B" shall be permitted until the plans and specifications are submitted to and approved by SUBDIVIDER or ASSOCIATION in writing before any installation is started.

5. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the building. All single family residences are required to have at least a one (1) car garage. No garage shall be enclosed for any purpose other than automobile and related storage. All driveways shall be not less than sixteen (16) feet in width unless first approved in writing by SUBDIVIDER or ASSOCIATION. Repair of vehicles shall be permitted only within the garage.

6. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining lots and no hedge or shrubbery abutting the lot lines shall be permitted with a height of more than five (5) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed in the SUBDIVISION until its height, length, type, design, composition, material and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the SUBDIVIDER or ASSOCIATION, whose decision shall be final.

A. No wood fencing material shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

7. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. A flagpole for display of the American flag only shall be permitted and its design and location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved in writing by SUBDIVIDER or ASSOCIATION.

8. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance and temporary location on the property must be approved by SUBDIVIDER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the SUBDIVIDER in writing.

REF 10020MA98A

9. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS,

A. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool equipment and housing, must be underground, placed in walled-in or landscaped areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by SUBDIVIDER or ASSOCIATION.

B. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent properties. Wall air-conditioning units shall be permitted only after prior written approval by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.

C. Solar collectors shall only be permitted at locations on structures as are approved by SUBDIVIDER or ASSOCIATION.

D. SUBDIVIDER or ASSOCIATION shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by SUBDIVIDER or ASSOCIATION.

10. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

11. METHOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area.

12. SIGNS. No signs shall be erected or displayed on any lot or parcel or on any structure, unless the placement and character, form, size and time of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

13. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for the SUBDIVISION. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a pro rata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots and parcels in the SUBDIVISION in proportion to front footage, square footage, or by any other method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S lot or parcel shall arise for the proportionate cost thereof. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity, subject to user charges. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction.

OFF 10020 ME 985



14. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In addition, the property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure of the OWNER to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION or HOMEOWNERS' ASSOCIATION, and upon the OWNER's failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, the estimated cost thereof as determined by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION. If any OWNER fails to make any payment herein required within thirty (30) days after requested to do so by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, then the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, whichever the case may be, is hereby granted a lien on the real property involved, which lien shall secure the monies due for the cost of making the correction hereunder, together with interest at the highest legal rate under the usury laws of the State of Florida from date of delinquency, all costs and expenses, including a reasonable attorney's fee, which may be incurred by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION in enforcing this lien. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the claim of Lien shall state the description of the property encumbered thereby, the name of the OWNER, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

15. MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS' ASSOCIATION. Every person or entity who is an OWNER of a lot, including the SUBDIVIDER, at all times as long as it owns any part of the property subject to this Declaration of Restrictions and Protective Covenants, shall be a MEMBER of the HOMEOWNERS' ASSOCIATION, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a MEMBER. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment.

16. PROPERTY RIGHTS IN THE COMMON PROPERTY.

A. Members Easements of Enjoyment. Every MEMBER shall have a right and easement of enjoyment in and to the common property, which shall be appurtenant to and shall pass with the title to every lot subject to the following:

(1) The right of the HOMEOWNERS' ASSOCIATION to take such steps as are reasonably necessary to protect common property against foreclosure;

(2) All provisions of this Declaration of Restrictions and Protective Covenants, the plat of CYPRESS RUN VILLAS, and the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION; and

(3) Rules and regulations governing use and enjoyment of the common property adopted by the HOMEOWNERS' ASSOCIATION.

17. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The OWNER of any lot, except the SUBDIVIDER, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the ASSOCIATION or HOMEOWNERS' ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such

OFF 10020 PM 98C

assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the common property or by abandonment.

B. Purpose of Assessment. The annual and special assessments levied by the ASSOCIATION OF HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the properties covered by this Declaration of Restrictions and Protective Covenants and in particular for the improvement and maintenance of the common property and any easement in favor of the ASSOCIATION or HOMEOWNERS' ASSOCIATION, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the ASSOCIATION or HOMEOWNERS' ASSOCIATION. Assessments may also be levied for the cost of maintenance of lawns and landscaping along with installation and maintenance of irrigation systems in public and private areas, maintenance of the exterior of residences, and security service or systems.

C. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each lot, except any owned by SUBDIVIDER, covered by this Declaration of Restrictions and Protective Covenants.

D. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION, or if not done by the HOMEOWNERS' ASSOCIATION, by the Board of Directors of the ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Boards.

18. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property as of the date of recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the lot encumbered thereby, the name of the OWNER, the amount due and the date when due. Said lien shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns.

A. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate under the usury laws of the State of Florida per annum, and the ASSOCIATION or HOMEOWNERS' ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all costs and expenses, including a reasonable attorney's fee, which shall be incurred by the ASSOCIATION or HOMEOWNERS' ASSOCIATION in the enforcement of this obligation.

19. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notice to SUBDIVIDER or ASSOCIATION of a request for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

RET 10020 PNE 987

A. Notice to HOMEOWNERS' ASSOCIATION. Notice to HOMEOWNERS' ASSOCIATION as required by these Restrictions or the By-Laws of CYPRESS RUN VILLAS ASSOCIATION, INC., shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by HOMEOWNERS' ASSOCIATION.

20. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

21. TRUCKS, COMMERCIAL VEHICLES, RECREATION VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck, commercial vehicle or recreation vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck, commercial vehicle or recreation vehicle of any kind shall be parked overnight; and no boats, boat trailers, or trailers of any kind, campers, or mobile homes shall be permitted to park in or near the SUBDIVISION at any time unless kept fully enclosed inside a building. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary.

22. NO SUBDIVISION. None of the lots or parcels covered by these restrictions shall be divided or sold except as a whole without the written approval of the SUBDIVIDER or ASSOCIATION.

23. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property those easements shown upon the recorded plat of this SUBDIVISION, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the recorded plat of this SUBDIVISION and there is hereby further reserved for a term of twenty (20) years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines and such other further public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over and under a strip of land ten (10) feet in width or five (5) feet in width, being five (5) feet (as measured at right angles) from all side, front and rear lot and parcel lines in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

24. NON-LIABILITY OF SUBDIVIDER, ASSOCIATION OR HOMEOWNERS' ASSOCIATION. The SUBDIVIDER or ASSOCIATION or HOMEOWNERS' ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

25. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature.

A. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

26. FILLING IN. No lot or parcel shall be increased in size by filling in the water on which it abuts, and the slope of the canal banks shall be maintained by OWNER.

RE 10020 PR 988

27. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration of Restrictions and Protective Covenants shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

A. Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

28. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The restrictions and covenants under this Declaration of Restrictions and Protective Covenants, shall run with and bind the property covered thereby and shall inure to the benefit of and be enforceable by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION or the OWNER of any property subject to this Declaration of Restrictions and Protective Covenants, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration of Restrictions and Protective Covenants is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of two-thirds (2/3) of the lots has been recorded agreeing to change or terminate said restrictions and covenants in whole or in part.

29. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

30. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by the following parties in the following descending order: (1) SUBDIVIDER; (2) ASSOCIATION; (3) HOMEOWNERS' ASSOCIATION; (4) OWNER. In the event that a party with a lesser priority desires to enforce these covenants and restrictions, then that party must first give thirty (30) days written notice to SUBDIVIDER and ASSOCIATION, and if, during such period neither SUBDIVIDER nor ASSOCIATION initiates enforcement procedures, then the party of lesser priority may so initiate such enforcement procedures. In the event enforcement procedures are initiated within the aforesaid thirty (30) day period and thereafter terminated prior to correction of such violation, then the party with lesser priority who gave notice may initiate enforcement procedures. A party not initiating enforcement procedures shall incur no liability for such non-enforcement.

A. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys' fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. SEVERABILITY CLAUSE. Invalidation of any of these restrictions on covenants, in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions or covenants.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned authorized officers and affixes its corporate seal hereto, this 5th day of February, 1982, at Coral Springs, Florida.

FLORIDA NATIONAL PROPERTIES, INC.  
a Florida corporation

By: [Signature]  
W. Buntmeyer, President

Attest: [Signature]  
A. N. Malanos, Secretary

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 5th day of February, 1982, by W. BUNTEMAYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

[Signature]  
Notary Public

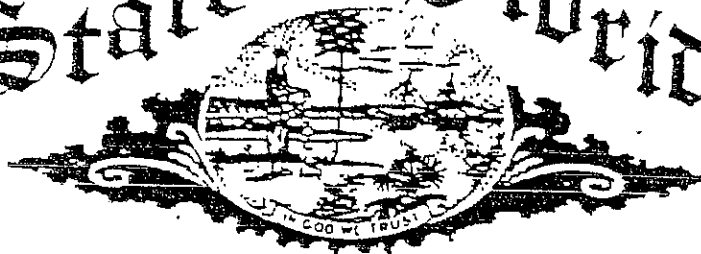
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 4 1984  
BROWARD COUNTY GENERAL INFO (UNDERWRITERS)

RE100207990

82- 36106

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CYPRESS RUN VILLAS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on January 15, 1982, as shown by the records of this office.

The charter number for this corporation is 761481.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of January, 1982.



CER 101 Rev. 12-80

George Firestone  
Secretary of State

RETURN TO: FLORIDA NATIONAL PROPERTIES, INC.  
3300 UNIVERSITY DRIVE  
CORAL SPRINGS, FLORIDA 33065

3100

ARTICLES OF INCORPORATION  
of  
CYPRESS RUN VILLAS ASSOCIATION, INC.  
(a Florida corporation not for profit)

FILED

JAN 15 4 05 PM '82

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be CYPRESS RUN VILLAS ASSOCIATION, INC., (hereinafter referred to as the "HOMEOWNERS' ASSOCIATION").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the HOMEOWNERS' ASSOCIATION are:

A. To promote the recreation, health, safety, aesthetic enjoyment and social welfare of the owners and occupiers of property subject to the Declaration of Restrictions and Protective Covenants for CYPRESS RUN VILLAS and PARCEL "K", CYPRESS RUN, (hereinafter referred to as the "CYPRESS RUN VILLAS RESTRICTIONS") to be recorded in the Public Records of Broward County, Florida. The property subject to the CYPRESS RUN VILLAS RESTRICTIONS shall be referred to herein as CYPRESS RUN VILLAS and is more particularly described as follows:

ALL of CYPRESS RUN VILLAS, according to the plat thereof, as recorded in Plat Book 106, Page 35, of the Public Records of Broward County, Florida; and PARCEL "K", CYPRESS RUN, according to the plat thereof, as recorded in Plat Book 93, Page 16, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

B. To construct, improve, maintain, repair, replace, operate or otherwise deal with property and improvements of every nature or kind constituting the common property (as more particularly described in the CYPRESS RUN VILLAS RESTRICTIONS) within CYPRESS RUN VILLAS.

C. To provide or provide for recreational facilities, street lighting, and such other services, the responsibility of which has been or may be accepted by the HOMEOWNERS' ASSOCIATION, and the capital improvements and equipment related thereto in CYPRESS RUN VILLAS.

REF 10026PAC 33

D. To provide, purchase, acquire, replace, improve, maintain, construct and repair such buildings, structure, landscaping, roads, rights of way, paving, drainage, and equipment related to the health, safety, recreation and social welfare of the members of the HOMEOWNERS' ASSOCIATION as the Board of Directors in its discretion determines necessary, appropriate and convenient.

E. To operate, without profit, for the sole and exclusive benefit of its MEMBERS.

F. To perform all of the functions contemplated by these Articles of Incorporation of the HOMEOWNERS' ASSOCIATION and undertaken by the Board of Directors of the HOMEOWNERS' ASSOCIATION.

### ARTICLE III

#### GENERAL POWERS

The general powers that the HOMEOWNERS' ASSOCIATION shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the MEMBERS for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws and agreements to effectuate the purposes for which the HOMEOWNERS' ASSOCIATION is organized.

C. To delegate power or powers where such is deemed in the interest of the HOMEOWNERS' ASSOCIATION.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the Laws of the State of Florida.

E. To fix assessments to be levied against property in CYPRESS RUN VILLAS to defray expenses and the cost of effectuating the objects and purposes of the HOMEOWNERS' ASSOCIATION, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida having trust powers or other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the HOMEOWNERS' ASSOCIATION and users for use of HOMEOWNERS' ASSOCIATION property when such is deemed appropriate by the Board of Directors.



G. To pay taxes and other charges, if any, on or against property owned or accepted by the HOMEOWNERS' ASSOCIATION.

H. In general, to have all powers conferred upon a corporation not for profit by the Laws of the State of Florida, except as may be prohibited herein.

#### ARTICLE IV

##### MEMBERS AND DEFINITIONS

A. The MEMBERS of the HOMEOWNERS' ASSOCIATION shall consist of the record property OWNERS in CYPRESS RUN VILLAS and all such record property OWNERS shall be MEMBERS of the HOMEOWNERS' ASSOCIATION.

B. The following words when used in these Articles of Incorporation shall have the following meanings:

1. "SUBDIVIDER" means and refers to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors and assigns.

2. "Board" or "Board of Directors" means and refers to the Board of Directors of the HOMEOWNERS' ASSOCIATION.

3. "OWNER" means and refers to every person or persons, or entity or entities, who are record owners of a fee simple interest in any LOT or portion thereof, in CYPRESS RUN VILLAS, their heirs, legal representatives, successors or assigns.

4. "LOT" means and refers to a numbered lot situate in CYPRESS RUN VILLAS, according to the plat thereof, as recorded in Plat Book 106, page 35 of the Public Records of Broward County, Florida.

#### ARTICLE V

##### VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, a MEMBER shall be entitled to one (1) vote for each LOT owned. When more than one person holds a fee interest in any one (1) LOT, all such persons shall be MEMBERS, and the one (1) vote for such LOT shall be exercised as the OWNERS among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) LOT.

Except where otherwise required under the provisions of these Articles, the CYPRESS RUN VILLAS RESTRICTIONS, or the By-Laws, the affirmative vote of the OWNERS of a majority of LOTS represented at

any meeting of the MEMBERS duly called and at which a quorum is present, shall be binding upon the MEMBERS.

B. The SUBDIVIDER shall have the right to appoint a majority of the Board of Directors so long as it owns at least five (5) LOTS in CYPRESS RUN VILLAS.

C. The SUBDIVIDER shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than five (5) LOTS, but more than one (1) LOT in CYPRESS RUN VILLAS.

D. The HOMEOWNERS' ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the CYPRESS RUN VILLAS RESTRICTIONS, as supplemented by the provisions of the Articles of Incorporation and By-Laws of the HOMEOWNERS' ASSOCIATION relating thereto.

## ARTICLE VI

### BOARD OF DIRECTORS

A. The affairs of the HOMEOWNERS' ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint a majority of the Board of Directors, Directors need not be MEMBERS of the HOMEOWNERS' ASSOCIATION and need not be residents of CYPRESS RUN VILLAS; thereafter Directors shall be MEMBERS of the HOMEOWNERS' ASSOCIATION and residents of CYPRESS RUN VILLAS and of the State of Florida except for those who are appointed by the SUBDIVIDER. MEMBERS other than the SUBDIVIDER shall have the right to elect two (2) Directors while the SUBDIVIDER has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual meeting of the MEMBERS an election for MEMBERS of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other elected Director shall be established at one (1) year. In addition, the SUBDIVIDER shall select two (2) Directors to serve for terms of two (2) years each and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each succeeding annual election shall be for two (2) years, expiring at the second annual election following their election, and thereafter until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event may a Board member appointed by the SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director appointed at any time, by the SUBDIVIDER.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of

the MEMBERS to be held in the year 1982, and until their successors are elected or appointed and have qualified, be as follows:

1. G. S. Sollitto	3300 University Drive, Coral Springs, Florida 33065
2. R. Dyess	3300 University Drive, Coral Springs, Florida 33065
3. J. P. Taravella, Jr.	3300 University Drive, Coral Springs, Florida 33065
4. R. Smith	3300 University Drive, Coral Springs, Florida 33065
5. P. Angelo	3300 University Drive, Coral Springs, Florida 33065

## ARTICLE VII

### OFFICERS

A. The officers of the HOMEOWNERS' ASSOCIATION shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the HOMEOWNERS' ASSOCIATION until the annual meeting of the Board of Directors to be held in the year 1982 and until their successors are duly elected and qualified are:

G. S. Sollitto, President	J. P. Taravella, Jr., Secretary
R. Dyess, Vice President	R. Smith, Treasurer
	P. Angelo, Assistant Secretary

## ARTICLE VIII

### CORPORATE EXISTENCE

The HOMEOWNERS' ASSOCIATION shall have perpetual existence.

## ARTICLE IX

### BY-LAWS

The Board of Directors shall, from time to time, adopt By-Laws not inconsistent with these Articles.

## ARTICLE X

### AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may only be altered or amended by resolution of

amendment affecting FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as SUBDIVIDER of CYPRESS RUN VILLAS shall be effective without the prior written consent of said FLORIDA NATIONAL PROPERTIES, INC., or its successors or assigns, as SUBDIVIDER.

## ARTICLE XI

### SUBSCRIBERS

The names and addresses of the subscribers are as follows:

1. G. S. Sollitto 3300 University Drive, Coral Springs, Florida 33065
2. R. Dyess 3300 University Drive, Coral Springs, Florida 33065
3. J. P. Taravella, Jr. 3300 University Drive, Coral Springs, Florida 33065

## ARTICLE XII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the HOMEOWNERS' ASSOCIATION (and the Directors and/or officers as a group) shall be indemnified by the HOMEOWNERS' ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the HOMEOWNERS' ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

## ARTICLE XIII

### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the HOMEOWNERS' ASSOCIATION and one or more of its Directors or Officers, or between the

HOMEOWNERS' ASSOCIATION and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the HOMEOWNERS' ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### ARTICLE XIV

#### DISSOLUTION OF THE HOMEOWNERS' ASSOCIATION

A. Upon dissolution of the HOMEOWNERS' ASSOCIATION, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the HOMEOWNERS' ASSOCIATION without the receipt of other than nominal consideration by the SUBDIVIDER (or its successor in interest) shall be returned to the SUBDIVIDER (whether or not a MEMBER at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the HOMEOWNERS' ASSOCIATION to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the MEMBERS, subject to the limitations set forth below, as tenants in common, each MEMBER'S share of the assets to be determined in accordance with his voting rights.

B. The HOMEOWNERS' ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the MEMBERS; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05 Florida Statutes, as amended.

ARTICLE XV

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

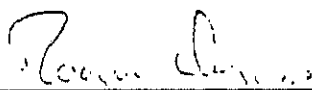
ARTICLE XVI

DESIGNATION OF REGISTERED AGENT

Florida National Properties, Inc., a Florida corporation, is hereby designated as the HOMEOWNERS' ASSOCIATION'S Registered Agent for service of process within the State of Florida, at 3300 University Drive, Coral Springs, Broward County, Florida 33065.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 23<sup>rd</sup> day of December, 1981.

  
\_\_\_\_\_  
G. S. Sollitto

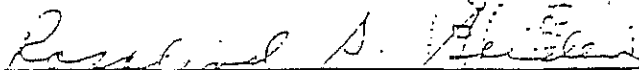
  
\_\_\_\_\_  
R. Dyess

  
\_\_\_\_\_  
J. P. Taravella, Jr.

AFFRO  
[ ]  
[ ]  
[ ]

STATE OF FLORIDA    )  
                              : SS  
COUNTY OF BROWARD )

The foregoing Articles of Incorporation were acknowledged before me this 23<sup>rd</sup> day of December, 1981, by G. S. Sollitto, R. Dyess and J. P. Taravella, Jr.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BONDED THRU GENERAL INS. UND.  
MY COMMISSION EXPIRES SEPT. 12, 1985

FILED

JAN 15 4 06 PM '82

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CONSENT OF REGISTERED AGENT

FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, of 3300 University Drive, Coral Springs, Broward County, Florida 33065 hereby consents to its designation as Registered Agent in the foregoing Articles of Incorporation.

FLORIDA NATIONAL PROPERTIES, INC.

By: J. Buntmeyer  
W. Buntmeyer, President

[Corporate Seal]

Attest:

A. N. Malanos  
A. N. Malanos, Secretary

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

REF 10026 PAGE 41

APPROVED  
[Signature]

BY-LAWS  
OF  
CYPRESS RUN VILLAS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. All terms except ASSOCIATION, which are defined in the Declaration of Restrictions and Protective Covenants for CYPRESS RUN VILLAS, as recorded in Official Records Book 10020, at Page 980, of the Public Records of Broward County, Florida, shall be used herein with the same meanings as defined in said Declaration.

Section 2. ASSOCIATION as used herein, shall mean CYPRESS RUN VILLAS ASSOCIATION, INC., a Florida corporation not for profit.

Section 3. The Declaration of Restrictions and Protective Covenants for Cypress Run Villas shall be referred to herein as the CYPRESS RUN VILLAS RESTRICTIONS.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the ASSOCIATION shall be located at the Coral Springs Financial Plaza Building, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Directors of the ASSOCIATION.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

Section 1. Every person or entity who is an OWNER of a LOT, including the SUBDIVIDER, at all times as long as he owns any property subject to the CYPRESS RUN VILLAS RESTRICTIONS, shall be a MEMBER of the ASSOCIATION, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a MEMBER. Membership shall be appurtenant to, and may not be separated from, ownership of any LOT which is subject to assessment.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the CYPRESS RUN VILLAS RESTRICTIONS, and shall result in the suspension of voting privileges during any period of such nonpayment.



## ARTICLE IV

BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that SUBDIVIDER, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by SUBDIVIDER. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

## ARTICLE V

ELECTION OF DIRECTORS;  
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee or by MEMBERS at the time of the meeting.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more MEMBERS of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the MEMBERS to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided

In Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the MEMBERS.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those MEMBERS who have the right to vote are able to cast votes and that the vote of any MEMBER or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the MEMBERS, the ballots shall be destroyed.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth ( $\frac{1}{4}$ ) of the voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the ASSOCIATION, except those appointed by SUBDIVIDER, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the ASSOCIATION in any capacity whatsoever;
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article VI, Section 2 hereof;

- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the MEMBERS and their guests thereon;
- (e) To exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION, except those reserved to the MEMBERS in the CYPRESS RUN VILLAS RESTRICTIONS;
- (f) In the event that any member of the Board of Directors of the ASSOCIATION shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept minutes of all its acts and corporate affairs and to present a statement thereof to the MEMBERS at the annual or any special meeting of the MEMBERS;
- (b) To supervise all officers, agents and employees of the ASSOCIATION;
- (c) As more fully provided in the CYPRESS RUN VILLAS RESTRICTIONS:
  - (1) To fix the amount of the assessment against each LOT except any LOT owned by SUBDIVIDER for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
  - (2) To prepare a roster of lot OWNERS at CYPRESS RUN VILLAS and the assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any MEMBER, and, at the same time;
  - (3) To send written notice of each assessment to every OWNER subject thereto;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE VII

### DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the first Monday of each month at 7:30 o'clock P.M. provided that the Board of Directors may, by resolution, change the day, hour and frequency of holding such regular meetings; provided however, that a regular meeting shall be held at least once each calendar quarter. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the MEMBERS.

Section 2. Notice of such regular meetings is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by an officer of the ASSOCIATION or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the Association and made part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

## ARTICLE VIII

### OFFICERS

Section 1. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Association shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the ASSOCIATION, provided that such checks and notes shall also be signed by the President or a Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the ASSOCIATION's books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## ARTICLE IX

### COMMITTEES

Section 1. The ASSOCIATION may have the following Committees:

- (a) Recreation Committee;
- (b) Maintenance Committee; and
- (c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for Board contact. Committee members may be appointed by the Board of Directors to serve until the close of the next annual meeting. The Board of Directors may create, from time to time, such other committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board of Directors, shall inform the MEMBERS of all activities and functions of the Association, and advise the Board on all matters pertaining to the recreational program and activities of the ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of CYPRESS RUN VILLAS and facilities of the ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines including, but not limited to, outside home and lawn maintenance.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints from MEMBERS on any matter involving ASSOCIATION functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the ASSOCIATION as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the MEMBERS shall be held on the second Tuesday of the month of March in each year, at the hour of 7:30 o'clock P. M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any two or more members of the Board of Directors, or upon written request of the MEMBERS who have right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the ASSOCIATION. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles of Incorporation or by the CYPRESS RUN VILLAS RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS, or their proxies, entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the CYPRESS RUN VILLAS RESTRICTIONS, shall require a quorum as therein provided.

## ARTICLE XI

### PROXIES

Section 1. At all meetings of MEMBERS, each MEMBER may vote

in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically terminate upon sale by the MEMBER of his LOT or interest therein in CYPRESS RUN VILLAS.

Section 3. A MEMBER shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Directors shall approve:

I, \_\_\_\_\_, being a  
MEMBER in good standing of CYPRESS RUN VILLAS  
ASSOCIATION, INC. hereby appoint \_\_\_\_\_  
\_\_\_\_\_ as my proxy to vote for me and  
on my behalf at the annual meeting to be held on  
the \_\_\_\_\_ day of \_\_\_\_\_ and any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
(Signature of Member)

#### ARTICLE XII

##### BOOKS AND PAPERS

The books, records and papers of the ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any MEMBER.

#### ARTICLE XIII

##### CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words:

CYPRESS RUN VILLAS ASSOCIATION, INC.

#### ARTICLE XIV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the CYPRESS RUN VILLAS RESTRICTIONS may not be amended except as provided in such RESTRICTIONS.


Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the CYPRESS RUN VILLAS RESTRICTIONS, and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the CYPRESS RUN VILLAS RESTRICTIONS, the RESTRICTIONS shall control.

#### ARTICLE XV


##### GENDER

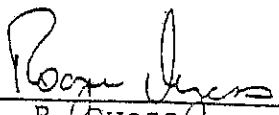
Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

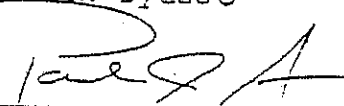
IN WITNESS WHEREOF, we, being all of the Directors of CYPRESS RUN VILLAS ASSOCIATION, INC., have hereunto set our hands this 10th day of December, 1982.

  
\_\_\_\_\_  
G. Solitto

  
\_\_\_\_\_  
J. P. Taravella, Jr.

  
\_\_\_\_\_  
R. Smith

  
\_\_\_\_\_  
R. Dyess

  
\_\_\_\_\_  
P. Angelo

Return to:  
J. Messinger  
CYPRESS RUN VILLAS ASSOCIATION, INC.  
3300 University Drive - 9th Floor  
Coral Springs, Florida 33065



AMENDMENT AND RESTATEMENT OF DECLARATION  
OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN

81- 58923

THIS AMENDMENT AND RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN (hereinafter referred to as AMENDMENT) is made the 25th day of February, 19 81, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation (hereinafter referred to as SUBDIVIDER).

WHEREAS:

1. The SUBDIVIDER as developer of "CYPRESS RUN" subdivision as recorded in Plat Book 93, Page 16 of the Public Records of Broward County, Florida, has subjected Blocks AB, AC, AD and AE (hereinafter referred to as the PROPERTY), together with certain other blocks in the said CYPRESS RUN, to the restrictive covenants and conditions as to building and otherwise contained in a "Declaration of Restrictions for Blocks S, T, U, V, W, KK, LL, MM, NN, PP, QQ, RR, SS, VV, AB, AC, AD and AE, CYPRESS RUN" dated the 18th day of June, 1980, and recorded in Official Records Book 8974 at Pages 26 to 35 inclusive, of the Public Records of Broward County, Florida, (hereinafter referred to as the DECLARATION).
2. In clause 27, Article II of the DECLARATION, the SUBDIVIDER reserved the right in its sole discretion to modify, amend, waive or add to the DECLARATION or any part thereof.
3. Blocks AF, AG and AH, CYPRESS RUN, are not subject to any restrictive covenants and are still owned by the SUBDIVIDER.
4. The SUBDIVIDER still owns all of the PROPERTY and pursuant to the aforesaid reserved right of amendment and modification desires:
  - A. to modify, amend and add to the said DECLARATION as the same relates to the PROPERTY;
  - B. to combine the PROPERTY with Blocks AF, AG and AH, CYPRESS RUN, to create a superior residential development, which SUBDIVIDER may, at a future date, extend by a supplementary declaration to include building sites to be laid out in Parcel "GG", CYPRESS RUN, and
  - C. to subject said PROPERTY and Blocks AF, AG and AH, CYPRESS RUN, to the restrictive covenants and conditions hereinafter contained.

SUBDIVIDER has determined that the best way to accomplish these purposes is by restatement of the DECLARATION amended as hereinafter set forth.

WITNESSETH that the SUBDIVIDER hereby declares that upon the execution of these presents the DECLARATION shall cease to apply to the PROPERTY and this AMENDMENT shall apply to:

THE PROPERTY

TOGETHER WITH

BLOCKS AF, AG and AH, CYPRESS RUN, as recorded in Plat Book 93, Page 16, of the Public Records of Broward County, Florida, and said land (hereinafter referred to as SUBDIVISION) shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth, and also subject to the ARTICLES OF INCORPORATION and the BY-LAWS of the "CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC."

REC 9407  
SEP 5 1981

ARTICLE I  
DEFINITIONS

The following words when used in this AMENDMENT AND RESTATEMENT OF DECLARATION shall have the following meanings:

1. "AMENDMENT" shall mean and refer to this "AMENDMENT AND RESTATEMENT OF DECLARATION".
2. "SUBDIVISION" shall mean and refer to Blocks AB, AC, AD, AE, AF, AG and AH, CYPRESS RUN, according to the plat thereof as above described and building sites in Parcel "GG" of CYPRESS RUN as SUBDIVIDER may establish and declare to be subject to this AMENDMENT.
3. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this AMENDMENT.
4. "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this AMENDMENT.
5. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any lot or portion thereof in the SUBDIVISION, their heirs, successors, legal representatives or assigns.
6. "HOMEOWNER'S ASSOCIATION" shall mean and refer to "CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC.", a not for profit corporation existing under the laws of the State of Florida.
7. "MEMBER" shall mean and refer to every person or entity, including SUBDIVIDER, who is a record owner of a fee interest in any lot in the SUBDIVISION. The record OWNER of a fee interest in a portion of a lot shall be a MEMBER if the said portion has separate ownership from other portions of said lot and comprises or contains a dwelling unit. The membership may be increased as provided in ARTICLE III.
8. "COMMON PROPERTY" shall mean and refer to such property which SUBDIVIDER may convey or assign to HOMEOWNER'S ASSOCIATION or otherwise declare to be for the mutual enjoyment of all MEMBERS. Said COMMON PROPERTY may be located within or without the SUBDIVISION.
9. "LOT" includes a building site.

ARTICLE II  
GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The lands herein described may be used for single family dwellings and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph the SUBDIVIDER may utilize one or more lots for a sales office or models or recreation area so long as the SUBDIVIDER, its successors or assigns shall own any lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or models or recreation area so long as said persons or entities own any lot in the SUBDIVISION.
2. SETBACK LINES AND SIZE OF BUILDINGS. All buildings erected or constructed on any lot shall conform in use, minimum square feet of floor area, and setback limitations according to the following table:

5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, material and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. No wood fencing material shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Any flagpole for display of the American flag only shall be permitted and its design and location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved by SUBDIVIDER or ASSOCIATION.

7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be first approved by SUBDIVIDER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the SUBDIVIDER in writing.

8. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

A. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool equipment and housing, must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by SUBDIVIDER or ASSOCIATION.

B. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.

C. Solar collectors shall only be permitted at locations on structures as are approved by SUBDIVIDER or ASSOCIATION.

D. SUBDIVIDER or ASSOCIATION shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by SUBDIVIDER or ASSOCIATION.

9. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

10. METHOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

11. SIGNS. No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size and time of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

12. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for this SUBDIVISION. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a prorata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots in the SUBDIVISION in proportion to its front footage, square footage, or by any other method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S lot shall arise for the proportionate cost thereof. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction.

13. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

14. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to supplement public facilities and services to be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1982. Such annual assessment, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on

the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments among the lots and parcels exceed the sum equal to 15 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

15. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorney fees, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in paragraph 14 hereof.

16. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, campers, recreational vehicles, mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary.

17. NO SUBDIVISION. None of the lots in the SUBDIVISION shall be divided or sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

18. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property those easements shown upon the recorded plat of this SUBDIVISION, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the recorded plat of this SUBDIVISION and there is hereby further reserved for a term of twenty (20) years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width or six (6) feet in width, being six (6) feet (as measured at right angles) from all side, front and rear lot lines in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

19. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

20. FILLING IN. No lot shall be increased in size by filling in the water on which it abuts, and the slope of the canal and lake banks shall be maintained by OWNER.

B. All provisions of the Articles of Incorporation and By-Laws of the HOMEOWNER'S ASSOCIATION and

C. The rules and regulations governing the use and enjoyment of the common property adopted by the HOMEOWNER'S ASSOCIATION.

D. The right of the HOMEOWNER'S ASSOCIATION, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any MEMBER for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, which suspension may be reimposed if the infraction continues for as often as deemed necessary by the HOMEOWNER'S ASSOCIATION.

E. The right of the HOMEOWNER'S ASSOCIATION to charge reasonable admission and other fees for the use of the COMMON PROPERTY.

#### 4. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Upon the recording in the Public Records of Broward County, Florida, of any instrument of title to any lot, the OWNER named in such deed shall be deemed, whether or not so expressed in any such deed, to covenant and agree to pay and it shall be the personal obligation of such OWNER to pay to the HOMEOWNER'S ASSOCIATION all annual assessments or charges and other special assessments for capital improvements or major repair to the common property of the HOMEOWNER'S ASSOCIATION as shall be from time to time fixed, established and collected as hereinafter provided. No OWNER may escape liability for the assessments by claiming non-use of the common property.

B. Purposes of assessments. The annual assessments to be levied by the HOMEOWNER'S ASSOCIATION shall be used exclusively for the purposes of the HOMEOWNER'S ASSOCIATION including but not limited to the recreation, health, safety, enjoyment and welfare of its MEMBERS and for the maintenance and upkeep of its common property. Special assessments shall be used primarily for improvements and major repairs to the COMMON PROPERTY. A reserve fund may be created out of the assessments to meet unexpected expenditures.

C. All assessments shall be payable in advance and shall be at a uniform rate and the amount to be assessed against each lot shall be determined by dividing the total sum assessed against all lots by the total number of lots subject to this AMENDMENT and any SUPPLEMENT hereto.

D. The BOARD OF DIRECTORS of the HOMEOWNER'S ASSOCIATION shall determine:

i. Within forty-five (45) days after the date of this AMENDMENT the assessment for the balance of the current year;

ii. In December of each year the assessment for the ensuing year;

and shall by resolution authorize the same and shall fix the due dates thereof and may authorize the payment thereof by monthly, quarterly, semi-annual or annual payment and the rate of interest to be charged on arrears of assessments.

E. If not paid when due, assessments or any unpaid installments thereof, shall become delinquent and shall together with interest thereon at the highest legal rate under the usury laws of the State of Florida and the costs of collection including reasonable attorney fees and court costs constitute a charge and a continuing lien upon the lot subject to such assessment as of the date of recording of a claim of lien in the Public Records of Broward County, Florida.

If a delinquent assessment is not paid within thirty (30) days after the filing of the claim of lien, the HOMEOWNER'S ASSOCIATION may bring an action at law against the OWNER to foreclose the lien.

FILED  
9-10-76  
BROWARD COUNTY, FLORIDA

ARTICLE IV  
MISCELLANEOUS PROVISIONS

1. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notice to SUBDIVIDER or ASSOCIATION, of requests for approval of plans, specifications and location of buildings or signs, shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

2. NOTICE TO OWNER. Notice to OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

3. NOTICE TO HOMEOWNER'S ASSOCIATION. Notice to the HOMEOWNER'S ASSOCIATION, as required by these Restrictions or the By-Laws of the CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC., shall be in writing and delivered or mailed to the HOMEOWNER'S ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the HOMEOWNER'S ASSOCIATION.

4. CONDOMINIUM. No restrictions herein contained shall be construed as in any manner limiting or preventing any lot and the improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for any lot covered hereby shall not be construed as constituting a subdivision of any lot in the SUBDIVISION.

5. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION OR HOMEOWNER'S ASSOCIATION. The SUBDIVIDER or ASSOCIATION or HOMEOWNER'S ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than itself.

6. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, does hereby execute this AMENDMENT AND RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN in its name by its undersigned authorized officers and affixes its corporate seal thereto, this 25<sup>th</sup> day of February, 19 81, at Coral Springs, Florida.

FLORIDA NATIONAL PROPERTIES, INC.  
a Florida corporation

By: J. Bunte Meyer  
W. Bunte Meyer, President

Attest: A. N. Malanos  
A. N. Malanos, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 19 81, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Rescribed S. [Signature]  
Notary Public

RECORDED IN THE OFFICIAL RECORD BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR