

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CYPRESS CREEK ESTATES
AND
BYLAWS OF
CYPRESS CREEK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

We hereby certify that the attached amendment to the Declaration of Covenants and Restrictions, Article III, L., of the Cypress Creek Estates Property Owners Association, Inc. (which Declaration was originally recorded at O. R. Book 1121, Page 0683, et seq., Public Records of Manatee Florida) was approved and adopted by a vote of the membership ending on March 23, 2023 by the owners holding not less than two-thirds (2/3rds) of the voting interests as required in Section IV, Article E as to the Declaration and Article XV of the Bylaws. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

Dated this 24th day of March, 2023.

Signed, sealed and delivered
In the presence of:

Sign Hailey Hoey
Print Hailey Hoey
Sign Teresa Alred
Print TERESA ALRED

CYPRESS CREEK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

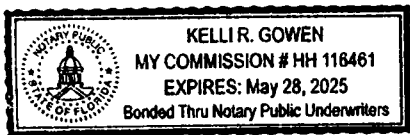
By: L. Susan Majesky
L. Susan Majesky, President

By: Robert J Jones Jr.
Robert J Jones Jr., Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ✓ presence or online notarization, this 24 day of MAR 2023, by L. Susan Majesky, President of Cypress Creek Estates Property Owners Association, Inc., and Robert J Jones Jr, Secretary of Cypress Creek Estates Property Owners Association, Inc., who is personally known to me or who has produced Valid FL DL as identification.



Kelli R. Gowen
NOTARY PUBLIC, State of Florida
My commission expires:

**RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CYPRESS CREEK ESTATES**

The Declaration of Covenants, Conditions & Restrictions for Cypress Creek Estates (the "Declaration") was originally recorded in the Official Records of Manatee County, Florida in Official Records Book 1121, Pages 684 through 715, on May 7, 1985.

All those lands submitted to the Declaration shall remain. The Plat for the Community is attached hereto as Exhibit "1" and incorporated herein.

RECITALS:

WHEREAS, the totality of the Community Property is commonly referred to as Cypress Creek Estates (the "Community");

WHEREAS, the Community is a planned development of single-family, consisting of Lots and Living Units intended for use and occupancy as single family residences, as well as Common Area;

WHEREAS, for purposes of preserving, enhancing and protecting the value, attractiveness and desirability of the Community and the general health, safety, and welfare of the Members, the Community Property was subjected to this Declaration;

WHEREAS, Cypress Creek Estates Property Owners Association Inc. (the "Association"), a Florida Corporation Not for Profit, is the entity responsible for the operation of the Cypress Creek Estates Community;

NOW THEREFORE, it is hereby declared that the Community Property, including all residential Single Family Lots, Living Units, and Common Area and facilities therein, shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following conditions, covenants, limitations, and restrictions, which are established for the purposes of preserving, enhancing and protecting the value, attractiveness and desirability of the Cypress Creek Estates Community and the general health, safety, and welfare of the Members. All of the conditions, covenants, limitations, and restrictions herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Lots, Community Property, or Improvements thereon.

SECTION I. PROPERTY SUBJECT TO THIS DECLARATION

A. Existing Property. The existing property subject to this Declaration is that property known as CYPRESS CREEK ESTATES, and more particularly described as:

That part of Section 22, Township 34 South, Range 18 East, Manatee County, Florida, lying North of the centerline of Cypress Creek, West of the East Line of said Section 22 and bounded on the North and West by the waters of the Manatee River, more particularly described as follows: Commence at the S.E. corner of Section 22, Township 34 South, Range 18 East; thence N 00° 08'54" E, along the East line of said Section 22, 115.00 feet; thence N 89° 51'06" W, 25.00 feet for a point of beginning; thence along the center line of Cypress Creek the following courses and distances; N 89° 51'06" W, 25.00 feet; N 84° 36'06" W, 200 feet, more or less; N 46° 51'06" W, 425 feet, more or less; N 88° 26'06" W, 150 feet, more or less; N 15° 03'54" E, 80 feet, more or less; N 88° 26'06" W, 90 feet more or less; N 43° 26'06" W, 160 feet, more or less; N 73° 00'25"E, 79 feet, more or less; N 40° 37'23" E, 138.97 feet, more or less; N 66° 00'00" W, 150 feet, more or less; S 69° 09'29" W, 60

feet, more or less; N 21° 59'16" E, 45 feet, more or less; N 25° 00'00" E, 75 feet, more or less; S 63° 00'00" W, 190 feet, more or less; N 11° 30'00" W, 244 feet, more or less; N 83° 15'00" W, 62 feet, more or less; S 35° 45'00" W, 39 feet, more or less; S 29° 00'00" E, 68 feet, more or less; S 45° 00'00" W, 48 feet, more or less; N 73° 30'00" W, 50 feet, more or less; N 26° 30'00" W, 118 feet, more or less; N 1° 09'04" E, 85 feet, more or less; N 29° 30'00" E, 65 feet, more or less; N 76° 00'00" E, 98 feet, more or less; N 2° 30'00" W, 67 feet, more or less; N 73° 00'00" W, 226 feet, more or less; S 45° 30'00" W, 38 feet, more or less; S 14° 30'00" W, 119 feet, more or less; N 71° 00'00" W, 191 feet, more or less; S 71° 00'00" W, 60 feet, more or less; S 17° 30'00" W, 113 feet, more or less; N 40° 30'00" W, 143 feet, more or less; N 84° 00'00" W, 129 feet, more or less; N 65° 30'00" W, 144 feet, more or less; S 47° 00'00" W, 90 feet, more or less, to the point of intersection of the centerline of Cypress Creek and the approximate mean high water line of the Manatee River: thence meandering Northerly and Northeasterly, along said mean high water line, 3850 feet, more or less to the point of intersection of said mean high water line and the east line of Section 22; thence S 00° 08'54" W, along said Section Line, 210 feet, more or less to a concrete monument on said Section Line, 2800.45 feet; thence N 89° 51'06" W, 25.00 feet; thence S 00° 08'54" W, 726.65 feet to the point of beginning.

SECTION II. ASSOCIATION, CYPRESS CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

At or about the time of the filing of this Declaration the developer has caused to be formed the CYPRESS CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called "the Association"), a Florida corporation not for profit, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State, Tallahassee, Florida. As more fully set forth in its Articles of Incorporation and By-Laws, the Association was formed to function as the instrumentality of property owners in CYPRESS CREEK ESTATES for the purpose of controlling and regulating residential development within, and of promoting recreational activity within the community through the acquisition, (whether by fee simple ownership, lease or other possessory use interest) and maintenance of such recreational land and facilities as it may deem appropriate for the benefit and use of its members and to otherwise promote recreational activities in such manner as it deems beneficial to its members, and of otherwise engaging in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it deems proper.

A. **Membership.** Every person or entity shall automatically become a member of the Association upon acquisition of a fee simple title of any lot parcel or portion thereof in CYPRESS CREEK ESTATES by filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Manatee County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record said interest, or said interest is transferred and conveyed by operation of law, at which time said membership (with respect to the lot or parcel conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel which is subject to this Declaration of Covenants and Restrictions, except in those instances set forth in Section II | 3 a through d, hereof. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a lot in CYPRESS CREEK ESTATES only as the security for performance of an obligation shall be a member of the Association.

B. **Membership Voting.** Whether or not there is more than one (1) owner (and therefore, more than one (1) member of the Association) for a particular lot in CYPRESS CREEK ESTATES, each lot or parcel, as the case may be, shall have one (1) vote at any Association meeting or election held in accordance with the Articles of Incorporation or the By-Laws of the Association. Should a lot or parcel which is the basis of automatic ownership be divided as to ownership so that separate and distinct owners or multiples of owners own separate portions thereof, each distinct owner or multiple of owners shall be entitled to that percentage of one (1) vote that is equal to the percentage of the lot or parcel owned. All voting rights of a particular lot in CYPRESS CREEK ESTATES, each lot or parcel, as the case may be, are suspended whenever the regular General assessments have been unpaid for 90 or more days.

C. Board of Directors. The Board of Directors of the Association shall consist of five (5) members. Subsequent Boards shall be elected in accordance with the Articles of Incorporation and/or the By-Laws of the Association. There shall be no requirement that any member of the Board of Directors be a member of the Association or a property owner within CYPRESS CREEK ESTATES.

D. Officers. Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and/or the By-Laws of the Association. There shall be no requirement that any officer of the Association be a member of the Association or a property owner within CYPRESS CREEK ESTATES.

E. Architectural Review Board. In addition to the appointment of the officers referred to in Section 11 D, hereof, the Board of Directors of the Association shall also, in accordance with the By-Laws of the Association, appoint an Architectural Review Board (hereinafter called it the "A.R.B.") for the purposes hereinafter set forth in this Section II E.

1. Membership and Qualifications of the A.R.B. The A.R.B. shall consist of three (3) members. When an architect is required to evaluate a submission, or when an applicant requests an architect, the applicant is responsible for all the fees and costs incurred by the A.R.B. for selecting and engaging the services of the architect. There shall be no requirement that any of the members of the A.R.B. be a member of the Association or a property owner with CYPRESS CREEK ESTATES.

2. Membership and Qualifications of the A.R.B. The A.R.B. shall consist of three (3) members. There shall be no requirement that any of the members of the A.R.B. be a member of the Association or a property owner with CYPRESS CREEK ESTATES.

2 Purpose of the A.R.B. The A.R.B. shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within CYPRESS CREEK ESTATES. The construction contemplated hereunder shall include but not be limited to any building, fence, wall, swimming pool, tennis court, screen enclosure and screening of any type, sewer drains, disposal system, decorative building, landscaping and any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The A.R.B. shall review all plans for said improvements, it being the intent to provide for the harmonious and aesthetically pleasing development of CYPRESS CREEK ESTATES. The A.R.B. shall evaluate the proposed improvements with emphasis upon: exterior design, materials and color; location of the improvements; topography; and conformity to the restrictive covenants imposed hereunder.

3. Review and Approval by A.R.B. The plans and specifications for any and all improvements referred to in section II E 2 above shall be reviewed by the A.R.B. No improvement of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the A.R.B., and the contemplated improvements must be constructed strictly in accordance with such approved plans and specifications.

4. Rules and Regulations. The A.R.B. shall promulgate such rules and regulations as it deems necessary and proper, setting forth guidelines and procedure to be followed by any applicant seeking its approval as required in Section II E 3 hereof, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. The rules and regulations shall include, but not necessarily be limited to, an adequate application form together with such reasonable fees for processing applications as the A.R.B. may deem necessary. Rules and regulations as promulgated shall be subject to the approval of the Board of Directors of the Association, and upon such approval, a copy thereof shall be provided to all members of the Association. Any revisions, additions, deletions and/or amendments to the rules and

regulations shall likewise have the approval of the Board of Directors of the Association, and copies shall be provided to each member of the Association.

5. Procedure before the A.R.B. An applicant may, at his discretion, initially request a meeting with a member of the A.R.B. to discuss any proposed improvement or improvements that he may contemplate, for the purpose of securing information regarding the covenants and restrictions set forth herein. Prior to the commencement of and work on the premises contemplated for improvement, an applicant must submit to the A.R.B., together with such fully executed application form and fees as may then be required by the A.R.B. and such additional information as the A.R.B. may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the improvement), two (2) sets of plans and specifications for the proposed improvement or improvements in sufficient detail so that the A.R.B. may be able to adequately make the determinations required of it pursuant to this Declaration. One set of such plans shall be retained in the permanent files of the A.R.B. No later than thirty (30) days after receipt of said plans and specifications (unless the applicant waives this time requirement in writing), the A.R.B. shall respond to the application in writing by approving said application, disapproving said application, or requiring additional information. In the latter event, the A.R.B. shall respond in writing no later than thirty (30) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event the A.R.B. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved. In the event of approval of said plans and specifications, the applicant shall provide the A.R.B. with written notice of the following:

a. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever in the plans and/or specifications as approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as is required for approval of original plans and/or specifications.

b. Completion of construction, and, where applicable, the receipt of a Certificate of Occupancy from the Building Department of Manatee County. Said improvement shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied, until such time as the A.R.B. has inspected the premises and approved same for compliance with plans and specifications as previously approved by the A.R.B. In the event the A.R.B. fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the A.R.B.

c. In the event of disapproval of plans and/ or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant in such event may request a formal meeting with the A.R.B. to review plans and specifications as submitted, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after such meeting, and in the event said A.R.B. fails to provide such written decision, said plans and specifications shall be deemed disapproved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt by the said Board of Directors of the written notice of the request for such meeting (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting, and in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed disapproved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs and assigns.

d. Certificate of Approval Upon Request. Upon the completion of the improvement or improvements and final approval by the A.R.B., the Board of Directors shall, upon request by an applicant, direct the appropriate officers of the Association to provide the applicant with a Certificate executed with the formalities of a deed,

certifying the approval of the A.R.B. and the Association of the improvement or improvements made upon the premises for which said application was made.

e. Certificate of Failure to Comply. Should the property owner construct improvements in a manner inconsistent with the plans and specifications approved by the A.R.B., the Board of Directors may, in its discretion, issue a certificate in recordable form, expressing the A.R.B.'s disapproval of the improvements and setting forth the reason therefor.

f. Notification to Board of Directors. The A.R.B. shall promptly notify the Board of Directors of any application made to it pursuant to this Section, and in addition, shall notify the Board of Directors for the disposition of such application. Copies of all written correspondence and decisions affecting any application shall be provided to the Board of Directors.

F. Association Property.

1. Acquisition and Sale of Property.

The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Said interest may include fee simple or other absolute ownership interests, leaseholds and such other possessory use interests as said Association may determine to be beneficial to its members. Any purchase, sale, transfer or conveyance of real property hereunder shall have the approval of the membership of the Association, said approval to be by the vote of two-thirds (2/3rds) of the membership in attendance in person or by proxy at a regular or special meeting of the membership called, at least in part, for the purpose of said approval.

2. (a) No later than one (1) year following the date upon which Developer ceases to be a member of the Association (by virtue of the sale of all property now special Warranty Deed all existing roadways in CYPRESS CREEK ESTATES).

(b) The members of the Association and their invitees shall have the exclusive privilege of use of the roadways within CYPRESS CREEK ESTATES, provided, however, such use shall be in accordance with all rules and regulations of the Association.

(c) At all times County Law Enforcement Offices, Health & Pollution control personnel, Emergency Medical Service personnel, and Fire Fighting personnel while in pursuit of their duties may at all times enter in and upon the Streets within CYPRESS CREEK ESTATES, and some shall also be permitted to enforce upon said streets clear Emergency Vehicle access.

3. Maintenance of Property. The Association is authorized to and shall either by virtue of the appointment of a person, firm, corporation, or other real estate management agent, or through its own personnel, provide for the maintenance and repair of the entrance islands, gates, walls, roadway, etc. of CYPRESS CREEK ESTATES, and also of such property as may be acquired by the Association pursuant to this Section I F. (1) All necessary areas for drainage or roads shall at all times be maintained in a manner consistent with their use as drainage or road rights of way, as provided in the plat of CYPRESS CREEK ESTATES. (2) The Association reserves all necessary easement rights to properly serve and maintain the water, electricity, telephone, cable vision, etc. services provided for the general use of the property owners.

4. Rules and Regulations Governing Use of Association's Property. The Association, through its Board of Directors, shall regulate the use of Association property by its members and may from time to time promulgate such rules and regulations governing the use thereof as it may deem to be in the best interest of its

members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all members of the Association.

G. Enforcement of Restrictions Set Forth in Section III Hereof, Entitled "Permitted and Prohibited Uses".

The Association, through its Board of Directors, Officers and the A.R.B. shall have the authority to enforce those restrictions imposed under Section III hereof.

H. Assessments.

The Association, through its Board of Directors, shall have the power and authority to make and collect those assessments hereinafter set forth in this Section II H.

1. General Assessments. General Assessments shall be made annually for the purpose of maintenance and management of the Association and the maintenance and management of property acquired by the Association. Maintenance and management expenses referred to herein as being included within the scope of General Assessments shall include but not be limited to the cost and expense of operation, maintenance and management of the Association and its property; property taxes and assessments against the property; insurance premiums for fire, windstorm and extended coverage; insurance on the Association's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the property and the Association; maintenance, repairs and replacements; charges for utilities and water used upon said property; cleaning services; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against members or others; and the creation of reasonable contingencies for reserve requirements for the protection of the members, its property, and all other expenses deemed by the Directors of the Association to be necessary and proper for the management, maintenance and repair of said property. The Association shall annually estimate the amount of expenses it expects to incur and the period of time involved therein and may assess its members sufficient monies to meet this estimate. Should the Association through its directors at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs of the Association. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each lot so that each lot or parcel subject to this Declaration shall be assessed equally.

General assessments shall be collectable in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. Any general assessment shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date.

2. Special Assessments. The board of Directors may levy a Special Assessment for any of the following purposes: the acquisition of property pursuant to Section II F hereof; defraying the cost of construction of capital improvements to Association property; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when the cost of repair contemplated, hereunder, does not exceed \$5,000.00, any special assessment shall have the approval of the membership of the Association, said approval to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3rds) of the members present in person or by proxy. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each lot, so that each lot or parcel subject to this Declaration shall be assessed equally. Should a lot or parcel be divided as to ownership so that separate and distinct owners or a multiple of owners own separate portions thereof, each distinct owner or multiple of owners shall be assessed that percentage of the assessment which is equal to the percentage of the lot or parcel owned.

Special assessments shall be collectable in such manner as the Board of Directors shall determine. Any special assessment shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date.

3. Individual Assessments. Pursuant to the Association's power and authority to enforce those covenants, restrictions and regulations set forth in Section III hereof, the Board of Directors may separately assess owners of an individual lot or parcel in accordance with said Section. Any assessment made thereunder shall be due and payable upon presentment and thereafter shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date.

I. Effect of Non-Payment of Assessments.

1. The Lien, The Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest and late fees thereon up to the maximum amount permitted by law, and the cost of collection thereof, become a continuing lien on the lot against which such assessment is made, which lien shall bind such lot or parcel in the hands of the owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be the due date, the Association, through its Board of Directors, may, at any time thereafter, bring an action to foreclose the lien against said property and/or a suit on the personal obligation against the owner or owners and there shall be added to the amount of such assessment the cost of preparing and filing a complaint in such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of the action. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment. The Board may pursue any and all legal remedies available to compel an owner's payment of assessments and other monetary obligations, including, but not limited to, turning the matter over to a collection agency. The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Each assessment against a lot, together with interest and late fees thereon at the highest rate allowed by law, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the lot or parcel assessed and shall be the joint and several liability of all owners of the lot or parcel. Except as provided below, any person or entity which acquires title to a lot, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid assessments and other charges against the predecessor for his/her share of the assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Manatee County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record.

2. Subordination to Lien of Mortgages. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the lot or parcel. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a lot or parcel as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of assessments pertaining to such lot or parcel chargeable to the former Owner, and which became

due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Florida Statutes (2015) as the same now exists or may be amended from time to time. No sale or transfer shall relieve any lot or parcel from liability for any assessment thereafter becoming due, nor from the lien of any subsequent assessment.

3. Exempt Property. The Board of Directors shall have the authority to exempt any of the property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the property exempted is used (and as long as it is used) for any of the following purposes:

a. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

b. Any lot or parcel acquired by the association in accordance with Section II, hereof.

c. Any of the property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

d. All roadways within CYPRESS CREEK ESTATES.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

J. Indemnification of Officers, Directors, and Members of the A.R.B. Every officer of the Association, Director of the Association, and Member of the A.R.B. shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member of the A.R.B., whether or not he is an officer, director or member of the A.R.B. at the time such expenses are incurred, except in such cases wherein the officer, director, or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, or member of the A.R.B. may be entitled.

SECTION III. PERMITTED AND PROHIBITED USES

A. Lot Restrictions. One (1) lot as shown on the plat of CYPRESS CREEK ESTATES shall be the minimum land area upon which a single-family residence may be constructed.

B. Enclosed Livable Floor Area. The floor area of the main dwelling structure of all homes shall have a minimum square footage of 2500 S.F. The square footage is exclusive of open or screened porches, terraces, garages, covered walks, patios, and pool areas.

C. Building Height. The height of any building shall not be any more than two and one-half (2-1/2) stories or thirty (30) feet in height. In the event any residential unit is destroyed or removed by or for any cause, if replaced, said unit shall be replaced with a unit of similar size and type, however, not exceeding the dimensions of the previous unit, unless otherwise specifically approved by the A.R.B.

D. **Garages.** All residences must have enclosed garages which may be attached or detached to the residences but not face the street unless approved by the Architectural Review Board. All garages must be sufficient in size to accommodate no less than two (2) automobiles and have a minimum floor size of 400 square feet. All garages must have doors operated by an electrical door opener. No carports will be permitted.

E. **Screening.**

1. All exterior storage areas, service yards, trash cans, propane tanks, grills, and air conditioner compressors shall be located or screened so as not to be visible from the streets, lake or adjacent properties.

2. Laundry facilities, service areas, drying yards and clothes lines must be completely screened.

3. Any vegetable garden must be confined to the rear yard.

4. Homeowners may not fence their entire yard, front or rear. In addition, the square footage of any fenced area may be no larger than 400 square feet. All fencing must be confined behind the rear line of the residence and may extend no longer than 20 feet from the rear of the residence. All fences require advance approval from the Architectural Review Board (A.R.B.). The composition of any fence must be consistent with other fences within Cypress Creek Estates. The maximum height of any fence or other barrier shall be four (4) feet. The A.R.B. may require the addition of landscape shrubbery to complement the fence or barrier.

5. All pool privacy hedges require advance approval from the Architectural Review Board (A.R.B.). The addition of landscape shrubbery (hedge) to provide privacy around a pool and hard surface lanai is permitted provided the configuration is not in conflict with item 4 (e.g., this item is for the pool / lanai only, screen enclosed or not, it is not be used for enclosing the lawn, yard, turf, or landscaping covered in item 4).

F. **For Sale Signs.** For Sale signs indicating the availability of the property by agent or owner, shall be selected and approved by the Architectural Review Board in order to display continuity and conformity throughout the entire development.

G. **Refuse Removal.** All garbage and trash containers must be underground or placed in a screened area not visible from adjoining lots, the streets, or the lake. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste.

H. **Property Elevation.** No changes in the elevation of the land shall be made upon the premises nor shall any fill be used to extend the property beyond the lot line without the prior written consent of the Architectural Review Board.

I. **Trees.** No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, removed, or otherwise destroyed without prior written consent of the Architectural Review Board.

J. **Landscaping.**

1. Landscape and automated irrigation plans must be submitted to and approved by the A.R.B. prior to commencement of construction. Sod and automated irrigation shall be required and installed at the time of the construction of the residence. Automated irrigation shall be adequate to service all lawn, swale, shrub and flower areas of each lot. Landscape elements shall be of the long-life variety and shall be appropriate for the lot and the architectural design elements of the residence. Landscape material shall be considered of a strong unifying element and shall

reflect physical, functional and esthetic qualities of the site. Expansive horizontal and vertical surfaces should be interrupted by foliage masses of the standard of Florida Fancy and Florida First Grade.

2. Prior to occupancy, each lot shall have the minimum of the following:

- a. At least five (5) major trees at least twelve (12) feet in height at the time of planting.
- b. At least five (5) trees of a minimum of six (6) feet in height at the time of planting.

3. Any variety of palm tree susceptible to lethal yellowing, and certain other species such as melaleuca trees, will not be permitted.

4. There shall be no planting of landscape elements which will form or will grow to form a boundary hedge. Fences and other barriers must be confined behind the rear line of the residence and are restricted in height to a maximum of four (4) feet. All fences of any nature must have advance A.R.B. approval.

5. Homeowners shall be responsible for the removal of all structures, plantings, or other materials placed within thirty-one (31) feet of the street, which may damage or interfere with access to or installation of the use and maintenance of any utilities or drainage.

K. Antennae and Flagpoles.

1. No aerial or antenna shall be placed directly upon any lot or affixed to the exterior of any building without advanced approval of the A.R.B. The maximum height of any antenna shall be thirty (30) feet from ground level.

2. Flags must be properly and respectfully displayed and not in disrepair. The maximum height shall be thirty (30) feet from ground level.

L. Lot Use. No lot or lots shall be used or occupied for any purpose other than residential. No business or commercial building shall be erected on any lot nor shall any business be conducted on any part thereof. **No structure of any kind on any lot shall be used for business or commercial purposes whatsoever, to include short term rentals of any premises in whole or in part by any party to another for a timeframe of six (6) months or less.** Specifically prohibited are business activities that result in physical visits to Cypress Creek Estates or adjacent waterways by customers, clients, potential clients, sales prospects, or employees (excluding family members living in the home). **The only exception to this is a home-based business by a homeowner that does not generate any traffic in the neighborhood.** This provision shall not be deemed to prohibit the Association from acquiring any lot or lots within the subdivision for such purpose or purposes as it may deem necessary or beneficial for its members, including, but not limited to recreational purposes and/or maintenance and storage of road and mowing equipment vehicles.

M. Construction Phase. Construction of any improvements shall commence no later than five (5) months following the written approval of plans and specifications therefor, and upon commencement, shall be prosecuted diligently and completed without stopping, within a reasonable period of time not to one (1) year. Site appearance during such construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the property. In the event the owner or his agent (contractor or subcontractor) shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the Association, the Association may order a cleanup of the site and assess the owner the cost thereof. Such assessment

shall be lienable in accordance with Section II I hereof. The Architectural Review Board shall have the power to extend the period of construction beyond the one (1) year period set forth herein provided the member makes application therefor, and the Architectural Review Board determines the request is reasonable. Any extension hereunder shall be for a time certain as set at the discretion of the Architectural Review Board.

N. Temporary Residence. No outbuilding shall be used for permanent or for temporary residences. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary structures shall be erected or permitted to remain on any lot without permission of the Architectural Review Board.

O. Nuisances. No property owners shall do or permit to be done any act upon his property which is or may become a nuisance to other property owners.

P. Pets. No animals of any nature or type whatsoever shall be kept or maintained on any part of the property except dogs, cats and other household pets normally and customarily kept, harbored and maintained in strictly residential areas. No owner shall cause nuisance to adjoining lot owners by maintaining more pets than can be reasonably housed and maintained upon his property. Any pet maintained at CYPRESS CREEK ESTATES shall be on a leash or otherwise restrained when outside the owner's "property" and shall not become a nuisance to other owners in CYPRESS CREEK ESTATES.

Q. Boats, Trailers and Motor Vehicles. No boats, trailers, house trailers, motor homes, commercial vehicles, camping trailers, motorcycles, motor scooters, go-carts, motor bikes or other vehicles, whether of a recreational nature or otherwise, except four-wheel passenger vehicles shall be placed, parked or stored where they can be viewed from the streets or adjacent homesites, except for a forty-eight (48) hour period for loading, unloading and cleaning of a recreational vehicle only. No repair shall be done upon any such boat, trailer, or motor vehicle, including four-wheel passenger vehicles, except when in a building and totally isolated from public view. Subject to the approval of the Board of Directors on an individual basis, sailboats and other non-motorized water craft may be moored in an orderly manner, along the shoreline of the lake.

R. Unsightly Lots. No underbrush and/or any other unsightly growth shall be permitted to grow upon any lot, and no refuse or unsightly objects shall be allowed to remain thereon. In the event that any owner shall fail or decline to keep his lot free of underbrush, refuse and/or any other unsightly objects, then the Association, after providing the owner with written notice thereof, may, seven (7) days after delivery thereof, enter upon said lot and remove same and assess the owner accordingly. Such entry shall not be deemed as a trespass. Any assessment made hereunder shall be subject to the filing of a lien therefore in the event said assessment is not paid in accordance with Section II H 3 and Section II I 1 hereof. The Association shall, at the election of the lot owner and for an agreed charge to the lot owner, maintain any undeveloped lots so agreed to, so as to prevent said undeveloped lots from becoming unsightly as defined herein. Any charge which may be agreed to hereunder shall be deemed an individual assessment in accordance with Section II H 3 hereof and shall be subject to the filing of a lien therefore in accordance with Section II I hereof.

S. Subdivision of Lots. The owner of more than one (1) contiguous lot may apply to the Architectural Review Board for permission to use such lots as a site of a single dwelling and upon written consent of the Architectural Review Board, said contiguous lots shall thereafter be treated as a single dwelling lot. Said lots shall continue to be treated as separate and distinct lots for purposes of voting and assessment. The owner shall not be required to comply with the side yard setbacks, except as to the outside lot lines of the combined lots he owns.

No lot may be sold in violation of 205G.3d(4) of the Land Development Code of Manatee County which prohibits dividing lots to yield additional and unplanned densities of use.

T. Setbacks.

1. All buildings shall meet the setback requirements of Manatee County.

2. The composition, location or height of any fence or wall to be constructed on any lot shall be subject to the approval of the Architectural Review Board. The Architectural Review Board shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. No front or rear property line hedges will be permitted without the written approval of the Architectural Review Board.

U. Pool And/Or Patio Enclosures. The color and specifications of pool and/or patio enclosures and screening shall require approval of the Architectural Review Board. No above-ground pools shall be permitted.

V. Roofs. The roofs of structures to be constructed on single-family lots shall have a minimum pitch of 5" in vertical dimension for each 12" of horizontal dimension. The composition of all pitched roofs shall be tile, cedar shake shingles, slate, metal roof shingles, metal roof tile or concrete tile construction or other composition approved by the Architectural Review Board. Flat roofs shall be permitted only for patio, Florida rooms, porches and/or pool covering, and then only upon specific approval by the A.R.B. Any variance from this provision shall be permitted only upon unanimous approval of the Board of Directors of the Association.

W. Swales. Each individual lot owner shall maintain all swale areas abutting his lot and located between said lot and a roadway within CYPRESS CREEK ESTATES in the same condition and manner as the lots are required to be maintained pursuant to this Section III. In addition, each individual lot owner is required to sod said swale area and install and maintain an adequate automated irrigation system within or upon said swale area at such time as a residence has been constructed upon the abutting lot. Alternatively, the Architectural Review Board may approve the replacement of swales by an enclosed drainage pipe, graded to lot level with fill dirt, covered with sod supported by an automatic irrigation system.

X. Culverts and Driveway Approaches. It shall be the responsibility and obligation of each individual lot owner to install at his expense culverts and driveway approaches in accordance with the requirements of Manatee County.

Y. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the Architectural Review Board, all driveways must be constructed with concrete, concrete chattahoochee, or "Bomanite". Where curbs are required to be broken for driveway entrances the curb shall be repaired in a neat and orderly fashion acceptable to the Architectural Review Board.

Z. Games and Play Structures. All basketball backboards and any other game or play structure shall be located so as not to cause a nuisance to adjacent property owners and shall be subject to the prior approval of the Architectural Review Board. No platform, doghouse, playhouse, or structure of a similar kind in nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of the Architectural Review Board.

AA. Creek, River and Lake Shoreline Treatment. No docks, piers, bulkheads, mooring devices, or other improvements shall be permitted at the shoreline of the creek, river or lake without the prior approval of the Architectural Review Board and all other necessary government agencies. The shore, lake and creek bottom may not be dredged, filled or altered in any way. The owner of each lot lying adjacent to the river, lake or Cypress Creek shall be responsible for the landscaping and maintenance of that area of property located between such owner's property line and the shoreline of the river, lake or creek. The owner shall maintain this area free of weeds, rubbish, flotsam and any unsightly growth, and shall sod and irrigate the area as part of the overall landscaping of his lot.

BB. Covenant in Perpetuity. There shall be no mining, exploration or drilling for oil, gas or minerals on the subject property.

CC. Residence Graphics and For Sale Signs.

1. No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Common Areas, or on any Lot, by the owner or occupant, or their agents, without the approval of the Board of Directors, which shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs, and may summarily remove and destroy all unauthorized signs.

2. The Architectural Review Board shall publish the specifications of a uniform "For Sale" sign, and the restrictions for the display of said sign. A single uniform sign that meets all of the published specifications shall be the only sign permitted providing a visible indication that the property is available for sale, rent or change of ownership in Cypress Creek Estates.

SECTION IV. GENERAL PROVISIONS

A. Duration and Remedies for Violation. All violations to the Covenants and Restrictions should be reported in writing to the Board of Directors. Include your name, address, phone number and date, the name, or at least the location of the purported offender, along with an explanation and/or description of the offense. No corrective action will be taken until your written report is on file. The name of the homeowner making the report shall be kept confidential. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Property Owners' Association. The Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of Twenty-five (25) years from the date this Declaration is recorded after which time said covenants and restrictions shall automatically be extended for successive periods of Twenty-five (25) years unless an instrument signed by the then owners of two-thirds (2/3rds) of such lots or parcels as have then been subjected to this Declaration has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association such right of action before any Court of competent jurisdiction whether in law or in equity, to compel compliance with the terms of said conditions, covenant or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner or owners of the property in violation, provided such proceeding results in a finding that such owners or owners was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement. The following procedure shall be followed to insure a resolution of any violations before they reach a litigation level.

Property owner will receive phone call from Board Member or his/ her appointee. The purpose of this call is to inform homeowner of violation and to seek resolution. Written documentation shall be recorded by Board Member or his/ her appointee.

If no resolution is attained after the above action by homeowner and Board of Directors or his/ her appointee, a violation letter will be sent formally notifying homeowner of violation.

If no resolution is attained after above action a certified letter from Attorney will be sent to homeowner. Litigation to enforce covenants and restrictions may then be pursued by the Board of Directors or their appointee.

B. In addition to these restrictions and covenants, the owner must abide by the laws and regulations of the State of Florida and Manatee County.

C. Notices. Any notice required to be delivered to any member or owner under the Provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

D. Severability. Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

E. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than two-thirds (2/3rds) of the voting interests of the membership.

A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Manatee County.

F. [Intentionally Left Blank]

G. Conflicts. In the event of any conflict between the terms of this Declaration and the Articles of Incorporation or By-Laws of the Association, the terms of this Declaration shall govern; and in the event of any conflict between the Articles of Incorporation and the By-Laws of the Association, the terms of the Articles of Incorporation shall govern.

H. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include both genders.

I. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Manatee County, Florida.

**RESTATED BY-LAWS
OF
CYPRESS CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I.
NAME AND ADDRESS**

1. The name of this corporation is CYPRESS CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC.
2. The principal office of the corporation is 900 Kay Road N.E. Bradenton, Florida 33508.

**ARTICLE II.
PURPOSES**

This corporation is organized for the purpose of functioning as the property owners' association for CYPRESS CREEK ESTATES in accordance with the Declaration of Covenants and Restrictions of CYPRESS CREEK ESTATES. It is organized to serve as the instrumentality of property owners of CYPRESS CREEK ESTATES for the purpose of controlling and regulating residential development in said area; of promoting, assisting, and providing adequate and proper maintenance of said area and the property, lots, units or parcels therein for the benefit of all owners therein; of providing and promoting recreational activity within the community through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of said land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation and these By-Laws, and the aforementioned Declaration of Covenants and Restrictions; to acquire, hold, convey, and otherwise engage in and with real and/or personal property in this corporation's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

**ARTICLE III.
DIRECTORS, OFFICERS AND ARCHITECTURAL REVIEW BOARD**

A. Directors

1. The affairs of the corporation shall be managed by a Board of Directors, composed of five (5) persons.
2. At each succeeding annual meeting, directors shall be elected by the members and shall hold office until their successors are elected and shall qualify.

At least ten (10) days before the annual meeting, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for ten (10) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

Directors shall be elected for a term of two (2) years. The terms of the Directors shall be staggered such that no more than three (3) Directors' terms shall expire at any annual association meeting.

Directors shall be elected as follows:

Nominations shall be from the floor at the annual meeting, and a vote shall be had by written ballot. The three (3) persons receiving the highest number of votes shall be declared elected.

No director shall be required to be a member of the corporation.

No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

B. Officers

The officers of the corporation shall be: a President, a Secretary/Treasurer, and such other officers as the Board of Directors may appoint, who need not be members of the Board or members of the Association. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall appoint the aforesaid officers. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of directors, or until their successors shall have been appointed and shall qualify.

C. Architectural Review Board

In addition to the appointment of the officers, the Board of Directors of the Association shall also appoint an Architectural Review Board (hereinafter called "the A.R.B.") consisting of three (3) members. The members of the A.R.B. named in the Articles of Incorporation shall serve until the first regular meeting of the Board of Directors, and at such meeting the Board shall elect the aforesaid members of the A.R.B. Members of the A.R.B. elected at the first meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify.

D. Resignation, Vacancy, Removal

Any director, officer or member of the A.R.B. of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

A vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board of Directors at their next meeting by electing a person who shall serve until the next annual meeting of members, at which time a director shall be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office or in the A.R.B. for any cause before an officer's or member of the A.R.B.'s term has expired, the officer or member of the A.R.B. shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify.

A majority of members of the corporation present at any regular meeting or special meeting duly called in accordance with the procedure set forth in ARTICLE X of the ARTICLES OF INCORPORATION of CYPRESS CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC., may remove any director, officer or member of the A.R.B. for cause affecting his ability or fitness to perform his duties. In addition, a director, officer or member of the A.R.B. may be removed in the manner and for the causes set forth in ARTICLE X of the ARTICLES OF INCORPORATION.

E. EXECUTIVE COMMITTEE

The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee, to consist of two or more members of the Board of Directors, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

ARTICLE IV POWER AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The corporation shall have all powers granted to it by law, the Declaration of Covenants and Restrictions of CYPRESS CREEK ESTATES, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Covenants and Restrictions, these By-Laws or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration of Covenant and Restrictions of CYPRESS CREEK ESTATES
2. The power to levy and collect general assessments, special assessments and individual assessments.
3. The power to expend monies collected for the purpose of paying the expenses of the corporation.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement operation and management of the corporation property.
5. The power to insure and been insured the buildings and improvements of the corporation.
6. The power to employ the personnel required for the operation of the corporation and the corporation property.
7. The power to pay utility bills for utilities serving the corporation property.
8. The power to contract for the acquisition and management of the corporation property and to delegate to its contractor as manager, all of the powers and duties of the corporation, except those things which must be approved by members.
9. The power to make reasonable rules and regulations and to amend them from time to time, and to insure that all members are notified of such changes in the rules and regulations as may be enacted.
10. The power to improve the corporation property subject to the limitations of the Declaration of Covenants and Restrictions for CYPRESS CREEK ESTATES.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Covenants and Restrictions and the regulations promulgated by the corporation.

12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoy or seek damages from lot, unit or parcel owners for violation of the provisions of the Declaration of Covenants and Restrictions and related documents.

13. The power to pay all taxes and assessments which are liens against the corporation property.

14. The power to control and regulate residential development within CYPRESS CREEK ESTATES and to promote, assist and further adequate and proper maintenance of said area and the lots, units or parcels therein for the benefit of all owners therein. This provision shall not be deemed to require the Association to maintain any lot, unit or parcel individually owned.

15. The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Declaration of Covenants and Restrictions of CYPRESS CREEK ESTATES and related documents.

17. The power to acquire without the approval of the membership of the Association properties referred to in the Declaration of Covenants and Restrictions for CYPRESS CREEK ESTATES.

18. The power to enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the corporation's property and of any facilities on lease to the corporation or otherwise provided for the corporation members' usage.

Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this corporation. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

19. The power to establish the office of additional officers of this corporation and to appoint all officers.

20. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V DUTIES OF OFFICERS

A. The President shall:

1. Act as presiding officer at all meetings of the corporation and of the Board of Directors.

2. Call special meetings of the Board of Directors and of members.

3. Sign with the Treasurer, if the Board of Directors so require, all checks, contracts, promissory notes, deeds and other instruments on behalf of the corporation, except those which the Board of Directors Specifies may be signed by other persons.

4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

5. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of members.

6. Should the President be absent from any meeting, the directors shall select from among their members a person to act as chairman of the meeting.

B. The Secretary/Treasurer shall, as Secretary:

1. Attend all regular and special meetings of the members of the corporation, of the Board of Directors and of the Architectural Review Board and keep all records and minutes of proceedings thereof, or cause the same to be done.

2. Have custody of the corporate seal and affix the same when necessary or required.

3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.

4. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

5. Have custody of the minute book of the meetings of the Board of Directors, members and the Architectural Review Board, and act as transfer agent to recordable transfers and regulations of the corporate books.

C. The Secretary/Treasurer shall, as Treasurer:

1. Attend all meetings of the membership and of the Board of Directors.

2. Receive such monies as shall be paid into his hands for the account of the corporation and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

3. Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

4. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI DUTIES OF THE ARCHITECTURAL REVIEW BOARD

A. The A.R.B. shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within CYPRESS CREEK ESTATES, as defined by and in accordance with the Declaration of Covenants and Restrictions for CYPRESS CREEK ESTATES. It shall hold such meetings as may be required to adequately review and consider such plans and specifications as may be submitted to it for improvements.

B. The A.R.B. shall elect one of its members as the chairman of each meeting conducted by it. The Secretary of the corporation shall serve as Secretary of each meeting, and in the absence of said Secretary, the A.R.B. shall elect a person from its own membership to serve as secretary for each meeting.

C. The A.R.B. shall promulgate from time to time such rules and regulations as it deems necessary and proper, which shall include, but not necessarily be limited to the following:

1. Guidelines and procedure to be followed by any applicant seeking its approval.
2. An adequate application form to be prepared and submitted by any applicant seeking its approval.
3. A schedule of reasonable fees applicable for the processing of applications.
4. The procedure for calling a meeting of the A.R.B. (which may include regularly scheduled meetings in the event the A.R.B. so elects).
5. Such other procedural rules, regulations and requirements as the A.R.B. may deem necessary and which are not in conflict with the Declaration of Covenants and Restrictions of CYPRESS CREEK ESTATES, the Articles of Incorporation and these By-Laws.

D. Exclusions. No A.R.B. submissions shall be required for replacement, repair, or maintenance of previously approved property or improvements provided the new materials used are of equal or upgraded quality as compared to the original materials approved by the A.R.B. (commonly referred to as one-for-one or like-kind replacement). Specific, but not exhaustive, examples are repainting or resurfacing using the previous colors, replacing dead or dying landscaping with the same plantings, re-roofing with the same roofing material in the same color palette, resurfacing or retexturing pools, replacing pool tiles or equipment. Internal elements of the home do not require A.R.B. approval.

ARTICLE VII MEMBERSHIP

A. Every person or entity shall automatically become a member of the Association upon acquisition of a fee simple title of any lot, unit or parcel or portion thereof by the filing of record thereof a deed in the office of the Clerk of the Circuit Court in and for Manatee County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record said interest, or said interest is transferred and conveyed by operation of the law, at which time said membership (with respect to the lot, unit or parcel conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any lot, unit or parcel which is subject to the Declaration of Covenants and Restrictions, except as otherwise set forth in the Declaration of Covenants and Restrictions. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a lot in CYPRESS CREEK ESTATES only as the security for performance of an obligation shall be a member of the Association.

B. Whether or not there is more than one (1) owner [and therefore, more than one (1) member of the Association] for a particular lot in CYPRESS CREEK ESTATES, each lot, or parcel, as the case may be, shall have one (1) vote at any Association meeting or election held in accordance with the Articles of Incorporation or these By-Laws. Should a lot, or parcel which is the basis of automatic membership be divided as to ownership so that separate and distinct owners or multiples of owners own separate portions thereof, each distinct owner or multiple of owners shall be entitled to that percentage of one (1) vote that is equal to the percentage of the lot, or parcel owned. All voting rights of a particular lot in CYPRESS CREEK ESTATES, each lot or parcel, as the case may be, are suspended whenever the regular General assessments have been unpaid for 90 or more days.

C. Membership in the corporation may be transferred only as an incident to the transfer of title to a lot, or parcel in the manner provided in the Declaration of Covenants and Restrictions.

D. Membership shall terminate upon the transfer of record title to a lot, or parcel, or upon transfer of said lot, or parcel by operation of the law.

ARTICLE VIII MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members:

1. Place of Meetings: All meetings of the corporation shall be held at the office of the corporation, or may be held at such time and place as shall be stated in the notice thereof.

2. Annual Meetings: Annual members' meetings shall be held at the office of the corporation upon a date appointed by the Board of Directors, which shall fall between the 15th day of May and the 28th day of June, in each and every calendar year subsequent to 1985. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time.

3. Special Meetings: Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the corporation owning a majority of the lots, or parcels subject to the Declaration of Covenants and Restrictions. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

4. Proxies: Vote may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at least twenty-four (24) hours prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be filed with the Secretary, or until the death or legal incompetence of the grantor.

5. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of 30% of the Owners being present, either in person or by proxy in accordance with the Florida Statutes. If a quorum is not established at any meeting, the Owners present may adjourn the meeting to a future date.

6. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration of Covenants and Restrictions or these By-Laws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration of Covenants and Restrictions or these By-Laws or such statute shall control.

B. Directors' Meetings

1. Annual Meeting: The annual meeting of the Board of Directors shall be held at the office of the corporation, immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

2. Special Meetings: Special meetings of the Board of Directors may be called by the President, on five (5) days' notice to each director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of three (3) directors. All notices of special meetings shall state the purpose.

3. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

C. Architectural Review Board Meetings

1. Scheduled Meetings: The A.R.B., if it desires, may establish a schedule of regular meetings to be held at such place as the A.R.B. may designate, in which event no notice need be sent to its members, once said schedule is adopted.

2. Non-Scheduled Meetings: Whether or not the A.R.B. establishes a schedule of meetings, it shall meet on a basis that is adequate to extent to each applicant seeking its approval a reasonable opportunity to present his proposal, and that is otherwise adequate to conduct the business required of it. Each member of the A.R.B. shall be given notice of a non-scheduled meeting at least five (5) days in advance of said meeting, except when action is required by the A.R.B. pursuant to the Declaration of Covenants and Restrictions in a shorter period of time, in which event such notice shall comply with the time requirements of the Declaration of Covenants and Restrictions. Notice of non-scheduled meetings shall state the purpose of such meeting. This provision shall not be construed to prevent the members of the A.R.B. from waiving notice of a non-scheduled meeting or meetings or acting by written agreement without meetings.

3. Quorum: At all meetings of the A.R.B., a majority of its members shall constitute a quorum, and the acts of the members of the A.R.B. present at such meeting at which a quorum is present shall be the act of the A.R.B. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which may have been transacted at the meeting as originally called may be transacted at the rescheduled meeting without further notice.

ARTICLE IX NOTICE

A. Annual Meeting: Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting.

B. Special Meeting: Written notice of a special meetings, of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote, at least ten (10) days, and no more than sixty (60) days, prior to such meeting.

C. Waiver: Nothing herein is to be construed to prevent owners from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X PROCEDURE

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws of the corporation or with the Statutes of the State of Florida.

ARTICLE XI ASSESSMENTS AND MANNER OF COLLECTION

A. General Assessments:

The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay the general expenses of the corporation. General expenses shall include those expenses described in Section II H 1 of the Declaration of Covenants and Restrictions and any other expenses designated as general expenses by the Board of Directors, under the authority and sanction of the Declaration of Covenants and Restrictions.

Funds for the payment of general expenses shall be assessed against and shall be a lien against each lot, or parcel, subject to the Declaration of Covenants and Restrictions at a uniform rate and in accordance with Section II H 1 of the Declaration of Covenants and Restrictions. The Board of Directors shall not assume or transfer the power to make general assessments.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the corporation, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member of a percentage share of any deficits. Notice of all changes in assessments shall be given to all owners. When the Board of Directors has determined the amount of any general assessment, the Secretary shall submit a statement of such assessment to each lot, or parcel owners. Such notice shall state the date when said assessment is due, after which said assessment shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date until paid. General assessments shall be paid by the members in advance on a monthly basis, quarterly basis, semi-annual basis or annual basis, as the Board of Directors may, from time to time, direct. General assessments are payable at the office of the corporation.

B. Special Assessments:

The Board of Directors has, in accordance with Section II H 2 of the Declaration of Covenants and Restrictions the power to make special assessments for the purpose and on the basis set forth in said Section II H 2. Special assessments shall be levied by the Board of Directors in the same manner as general assessments (at a uniform rate for each lot or parcel subject to the Declaration of Covenants and Restrictions), and shall be due and collectible in such manner as the Board of Directors shall determine.

Special assessments, when authorized or approved, may be made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in special assessments shall be given to all owners. When the Board of Directors has determined the amount of any special assessment, the Secretary shall transmit a statement

of special assessment to each lot or parcel owner. Such notice shall state the date upon which the assessment is due, and thereafter said assessment shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date until paid. Special assessments are payable at the office of the corporation.

C. Individual Assessments:

Pursuant to the Association's power and authority to enforce the covenants, restrictions and regulations set forth in Section II H 3 of the Declaration of Covenants and Restrictions, the Board of Directors has the power to and may separately assess owners of an individual lot or parcel in accordance with Section II H 3 of the Declaration of Covenants and Restrictions. When the Board of Directors has determined the amount of any individual assessment, the Secretary shall transmit a statement of such assessment to the lot or parcel owner involved and said assessment shall be due and payable upon presentment, and thereafter shall bear the maximum interest rate permitted under Florida law on the outstanding balance per month for each month past the due date until paid. Individual assessments are payable at the office of the corporation.

D. Failure to Pay Assessment:

In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the corporation through its Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided for the Declaration of Covenants and Restrictions and these By-Laws. Each lot or parcel owner shall be individually responsible for the payment of assessments against said lot or parcel and for the payment of reasonable attorneys' fees and costs incurred by the corporation in the collection of sums due, and the enforcement of any lien held by the corporation.

ARTICLE XII FISCAL MATTERS

A. Fiscal Year: The fiscal year of the corporation shall begin on the first day of May in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

B. Depositories: The funds of the corporation shall be deposited in a bank or banks in Manatee County, Florida, in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

C. Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the corporation, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the corporation.

D. Records: The corporation shall maintain accounting records according to good practice which shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditure accounts for each member, which shall designate the name and address of the owner, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the corporation of their liens, and to which lien holders the corporation will give notice of default, if required.

E. Annual statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the corporation.

F. Insurance: The corporation shall procure, maintain and keep in full force and effect, such insurance as may be required to protect the interest of the corporation.

ARTICLE XIII ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the corporate property, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

ARTICLE XIV VIOLATIONS AND DEFAULTS

In the event of a violation (other than nonpayment of an assessment by a lot or parcel owner) of any of the provisions of the Declaration of Covenants and Restrictions, these By-Laws, the Rules and Regulations of the Corporation or the Charter, the corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Declaration of Covenants and Restrictions; and in every such proceeding, the lot or parcel owner at fault shall be liable for court costs and the corporation's reasonable attorney's fees. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessment.

ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be amended, modified or rescinded in accordance with Section IV E of the Declaration of Covenants and Restrictions, or by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and, thereafter, submitted to the members at any duly convened meeting of the members and approved by a two-thirds (2/3rds) vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting. Notice may be waived by any member. Any member of the corporation may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting.

ARTICLE XVI VALIDITY

If any by-law, or regulation, or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule or regulation.

ARTICLE XVII CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS AND RESTRICTIONS

These By-Laws and the Articles of Incorporation of the corporation shall be construed, in case of any ambiguity or lack of clarity, consistent with the provisions of the Declaration of Covenants and Restrictions.