CYPRESS HEAD

DECLARATION OF CONVENATS AND RESTRICTIONS
FOR CYPRESS HEAD AT PARKLAND LAKES

ARTICLES OF INCORPORATION
OF CYPRESS HEAD CLUB, INC

BY- LAWS
OF CYPRESS HEAD CLUB, INC

CYPRESS HEAD

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Broward County Commission

This instrument was prepared by:
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1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF CYPRESS HEAD AT PARKLAND LAKES

AND

AMENDED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS OF CYPRESS HEAD CLUB, INC.

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Protective Covenants and Restrictions for Cypress Head at Parkland Lakes Amended Articles of Incorporation and Amended and Restated By-Laws of Cypress Head Club, Inc., as originally recorded in Official Records Book 8791, at Page 456, of the Public Records of Broward County, Florida were duly adopted by written consent in accordance with the provisions of Section **617.0701(4)(a), Florida Statutes, and the governing documents.**

IN WITNESS WHEREOF, we have affixed our hands this 16 **day of** July, **2019, at** _____, **Broward County, Florida.**

WITNESS:

By: Jennifer Hall

Print: Jennifer Hall

By: Lori Belfatto

Print: Lori Belfatto

By: _____ **President**

Print: Robert Covey

Attest: _____ **Secretary**

Print: Josefina Stubbs

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 **day of** July, 2019 by Robert Covey, as President and Josefina Stubbs, as Secretary of Cypress Head Club, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Drivers License as identification.

My Commission Expires: 9/23/20

LORI BELFATTO
MY COMMISSION # GG034576
EXPIRES September 28, 2020

NOTARY PUBLIC:
sign Lori Belfatto
print Lori Belfatto
State of Florida at Large

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR CYPRESS HEAD AT PARKLAND LAKES

This DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS made this 27th day of December, 1979 by NARCO REALTY, INC., a PENNSYLVANIA corporation (the "Developer"), joined by CYPRESS HEAD CLUB, INC., a Florida corporation not for profit (the "Club"), as amended and restated on this ___ day of ___, 2019:

WHEREAS, Developer is the owner in fee simple of the land hereinafter described as the "Land" and the improvements thereon and intends for the Land to be developed as a planned residential and recreational community known as CYPRESS HEAD AT PARKLAND LAKES; and

WHEREAS, in order to develop and maintain CYPRESS HEAD AT PARKLAND LAKES residential and recreational community and to preserve the values and amenities thereof, it is necessary to declare, commit and subject the Land and the improvements now or hereafter constructed thereon (the "Property") to certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements, and to delegate and assign to a corporation certain powers and duties of ownership, administration, management, operation, maintenance and enforcement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens, liens and easements set forth in this Declaration of Protective Covenants and Restrictions.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration of Protective Covenants and Restrictions shall have the following meanings:

1. CYPRESS HEAD AT PARKLAND LAKES is the name given to the planned residential and recreational community to be developed upon the "Land" as hereinafter defined.

2. "Property" means the "Land," as hereinafter defined, and any and all improvements now or hereafter constructed thereon.

3. "Land" means the "Land" defined and described in Article II hereof as being subject to the terms and provisions of this Declaration.

4. "Plat" means the Plat of Parkland Lakes, P.U.D. recorded in Plat Book 102, Page 44, of the Public Records of Broward County, Florida.

5. "Lot" means a numbered Lot located on the land as indicated on the Plat.

6. "Common Area" means that portion of the Land described as Tracts A, L, M, N, O, P, Q, R and V on the Plat and any and all improvements now or hereafter constructed thereon, including, without

limitation, all streets, parking areas, and rights of way within the Property that have been abandoned and vacated by the City of Parkland, which are the responsibility of the Association to operate and maintain subject to all terms and conditions of this Declaration relative to Common Areas.

7. "Owner" means the record Owner of title to a Lot.

8. "Home" shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within Cypress Head at Parkland Lakes. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

9. "Developer" means NARCO REALTY, INC., a Pennsylvania Corporation, and its successors and assigns by law or upon a specific designation to such successors or assignees of the rights of Developer under the Declaration in an instrument of conveyance or assignment recorded in the public records of Broward County, Florida.

9. "Club" or "Association" means CYPRESS HEAD CLUB, INC., a Florida corporation not for profit, governed by Chapter 720 of Florida Statutes, as it may be amended from time to time.

10. "Board" means the Board of Directors of the Club.

11. "Articles" means the Articles of Incorporation of the Club together with all amendments and modifications thereof.

12. "By-Laws" means the By-Laws of the Club together with all amendments and modifications thereof.

13. "Rules" means any and all rules and regulations duly promulgated by the Board pursuant to its powers under the Declaration and any other "Land Use Document", as hereinafter defined.

14. "Declaration" means this Declaration of Protective Covenants and Restrictions together with all amendments and modifications thereof.

15. "Land Use Documents" means this Declaration, the Articles, the By-Laws, the Rules, and any and all other documents or instruments referred to or contemplated by any of the foregoing.

16. "Club Expenses" means expenses and charges incurred or to be incurred by the Club and assessed or to be assessed upon Lots and Owners under Chapter 720, F.S., as it may be amended from time to time or the Land Use Documents, as they may be amended from time to time, and shall also include such other expenses to be reasonably necessary for the operation, management, maintenance, repair or replacement of Common Areas or Association property and/or to protect, preserve and maintain property values, social activities held in or on the Common Areas , and the overall health, safety and welfare of the Owners consistent with the requirements of the Association set forth herein.

17. "Budget" means the annual budget prepared and adopted by the Board for Club expenses anticipated for a forthcoming year.

18. "Annual Assessment" means the annual assessment assessed by the Club upon a Lot and Owner in order for the Club to pay the Club Expenses contemplated by the Budget.

19. "Special Assessment" means any assessment other than an Annual Assessment assessed by the Club upon a Lot and Owner.

20. "Individual Assessment" means and refers to a charge against an Owner and his or her Lot, representing the expense incurred by the Association for specific purposes of a nonrecurring nature for which that Lot Owner is solely responsible to reimburse the Association as otherwise provided for by this Declaration, as it may be amended from time to time, including, but not limited to, attorney's fees incurred by the Association in obtaining compliance from the Lot Owner.

21. "Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; real estate investment trust; mortgage lending corporation, association or trust; federal agency, corporation or association; or any affiliate, subsidiary, successor or assignee of any of the foregoing; holding a first mortgage on a Lot.

22. Governing Law. This Declaration shall be subject to Chapter 720, Florida Statutes, as it may be amended from time to time.

ARTICLE II
REAL PROPERTY SUBJECT TO THIS DECLARATION

The Land. The real property subject to this Declaration shall be part of the land described as Parkland Lakes, P.U.D. according to Plat thereof recorded in Plat Book 102, Page 44, of the Public Records of Broward County, Florida (the "Land"), and any and all improvements now or hereafter constructed thereon. Such Land and the improvements thereon (collectively referred to herein, as the "Property") and any and all portions thereof shall be owned, held, conveyed, used, transferred, demised, occupied and sold subject to the terms and conditions of this Declaration. The Land is more specifically described as blocks 1 thru 10 of the aforementioned plat and consists of 469 single family lots, approximately 80.5 acres of Common Area, and all streets within the Property identified in Article I, Section 6 herein.

ARTICLE III
LAND PLAN

3.1 The Plat. The Land has been surveyed, subdivided and platted according to the Plat into 469 Lots and the Common Areas. Each of the Lots shall be developed and used solely for single family residential use in accordance with this Declaration. All of the Common Areas have been conveyed to the Club in accordance with the terms and provisions of this Declaration.

3.2 The Common Areas. The Common Areas shall consist of Tract A (Community Recreation Area) plus an entrance island on the main entrance road, Tracts Q, R, N, P, O, L, M and V and all other streets within the Property identified in Article I, Section 6 herein. There will be constructed on the Community Recreation Area a clubhouse, a swimming pool and not less than four (4) tennis courts. An area within Tract A shall be used for the storage or maintenance equipment, tools, supplies, including oil

and gasoline, and for the repair of such maintenance equipment. Common Areas designated as Tracts Q, R, N, P, O, L, M and V on the Plat shall be improved and maintained as lawn park areas; walls, fences, hedges, and plantings; and utility and lake and drainage structures and improvements.

3.3 General Easements. Developer has granted and the Plat reserves certain no-access easements, screen fence easements and drainage and utility easements, provided, however, that any such easement granted over a Lot shall lie within an already existing easement or within six (6) feet of a front, rear or side line of such Lot; and further provided, however, that any such granted easement does not destroy the intended usage of the Lot or portion of the Common Area over which such easement is granted.

3.4 No-Access and Screen Fence Easements. The No-Access and Screen Fence Easements granted and reserved by Developer under the Plat lie over and across portions of the Common Areas and certain Lots abutting Riverside Drive, Holmberg Road and Parkside Drive. No means of access, ingress or egress to or from such lots may be constructed or used over such areas by the Owners of such Lots. Developer has reserved and granted to the Club a perpetual easement and right appurtenant to such Lots to construct walls or fences, plant trees or hedges or landscape such areas in any manner the Club, in its sole discretion, with the approval of the Architectural Review Board (ARB), deems necessary or appropriate to prevent access across such areas. Any such construction must be within the easement area. Upon any such construction, planting or landscaping, the Club shall continue to maintain such areas so improved, and Developer has reserved and granted to the Club a perpetual easement appurtenant to, over and across such Lots to so maintain such areas.

ARTICLE IV
COMMON AREAS

4.1 Conveyance of Common Areas The Developer has conveyed to the Club all of the Common Areas subject to the (i) terms and conditions of the Land Use Documents, (ii) applicable zoning ordinances, (iii) real estate taxes for the year of such conveyance, (iv) an easement for encroachments, (v) such facts as an accurate survey may show, and (vi) any and all reservations, restrictions and easements of record.

4.2 Use of Common Areas. Each Owner is hereby granted an irrevocable, non-exclusive easement and right to use the Common Areas subject to the terms and conditions of this Declaration and any and all Rules promulgated by the Board of Directors of the Club. Said easement and right to use is not personal, but is appurtenant to and runs with the Lots, is solely for Owners, their family members, invitees, guests and licensees, is not for the benefit of members of the public-at-large and terminates automatically upon an Owner no longer owning a Lot. In the event that a corporation, partnership, trust or other such entity is an Owner, then such entity shall file with the Club a certificate duly executed by such entity designating one family which shall have the benefit of such easement and right of use of the Common Areas.

4.3 Ownership and Management of Common Areas. Upon the conveyance to the Club of the Common Areas, the Common Areas may not be thereafter sold, conveyed, transferred, subdivided or otherwise alienated by the Club without the approval of all owners and Institutional First Mortgagees.

Subject to the foregoing, the Club shall exercise all rights of ownership of the Common Areas, including, without limitation, the right to reserve or grant further easements upon or under any part of the Common Areas and the Club shall administer, manage, operate, maintain, repair and replace as necessary all of the Common Areas and any improvements located thereon. The Board may promulgate rules and regulations and may thereafter modify, alter, amend, rescind and augment any of the same as to the use, operation and enjoyment of the Common Areas.

4.4 Insurance of Common Areas. The Club shall obtain and maintain policies of insurance for the purpose of providing coverage for the Common Areas and Association property consisting of casualty and hazard insurance for the then full replacement cost of the improvements located thereon, including such coverage against loss or damage by fire, sprinkler damage, vandalism, windstorm or water; comprehensive public liability insurance; flood insurance under the National Flood Insurance Program; and fidelity insurance for all persons who control or disburse funds of the Association in accordance with Chapter 720, F.S., as it may be amended from time to time against dishonest acts on the part of officers, directors and employees of the Club. Subject to the foregoing coverage, the Board shall determine the insurers, the policy limits, and the coverage and substantive provisions of such policies.

4.5 Reconstruction of Improvements. The Club shall promptly repair and reconstruct substantially in accordance with the manner in which such improvements were constructed immediately prior to such damage, any damaged improvements on the Common Areas. In the event the amount of insurance proceeds received by the Club with respect to any damage to improvements located on the Common Areas is less than the amount of funds necessary to repair, replace or reconstruct such damage, the Club may levy a special assessment in a sum equal to the difference between such two amounts, upon all Lots Any remaining balance of insurance proceeds shall be maintained in a surplus fund to be maintained for the benefit of the homeowners.

4.6 Termination. If and in the event of a termination of this Declaration, a dissolution of the Club, and a liquidation of the property of the Club, it becomes necessary to distribute the Common Areas in kind to the Owners, then the Common Areas shall be distributed and conveyed so as to vest in the Owner of each Lot a fractional undivided interest as a tenant in common in all of the Common Areas, the numerator of which fraction shall equal the number of Lots owned by such Owner and the denominator of which shall be the number of Lots located on the Land.

4.7 Any damage to any portion of the Common Areas or Association property caused by the negligence, carelessness or intentional misconduct of an Owner, or his or her lessee(s),shall be repaired and/or replaced by the Association and may be recouped, in accordance with the laws of the State of Florida.

ARTICLE V
THE CLUB

5.1 General. Cypress Head Club, Inc., a Florida corporation not for profit, has been organized, among other things, to own, administer and maintain the Common Areas, and to the extent set forth in this Declaration, to preserve the beauty and value of all of the Land. The Club shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Club and the By-Laws of the Club, as they may be amended from time to time.

5.2 Membership. Each and every record title Owner, as evidenced by a recorded deed in the Public Records of Broward County, Florida shall be a member of the Club and shall have all of the rights and obligations of such members.

5.3 The Board. All of the powers and duties of the Club under this Declaration may be exercised by the Board or any duly authorized representative or agent of the Board unless otherwise specifically delegated to the members of the Club under any of the Land Use Documents.

5.4 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality and value of the Land, the Club shall have the right, but not the obligation, to enter upon any Lot on which there exists a violation of a covenant or restriction set forth in Articles VII and VIII hereof, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Club shall have the right to repair and paint building exteriors and fixtures attached thereto and to mow, maintain and clear, lawn areas. Developer has granted to the Club a perpetual easement appurtenant to, over and across the Lots for ingress and egress to so preserve and maintain the value of the Land. Any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained.

ARTICLE VI
ARCHITECTURAL REVIEW BOARD

6.1 Architectural Review Board. The Board shall appoint an Architectural Review Board (the "ARB") consisting of not less than 3 nor more than 5 persons who need not be members of the Club. Members of the ARB shall serve at the pleasure and direction of the Board. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB, and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. The Board shall have the right to remove any member of the ARB. Any vacancy occurring on the ARB for any reason whatsoever shall be filled by the Board. The ARB may designate a representative to act on behalf of the ARB, subject to the approval of the Board. No member of the ARB or any representative of the ARB shall be entitled to any compensation for services performed hereunder.

6.2 Powers and Duties of the ARB.

(a) No improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court or screen enclosure, shall be erected, placed or maintained on any Lot; no landscaping or planting shall be commenced or maintained upon any Lot; (a complete listing is contained in the ARB Manual, as amended from time to time)and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the ARB. Two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review, and no foundation shall be poured or construction or landscaping commenced without the prior approval of the ARB. Such plans and specifications shall include, as appropriate, the proposed location, grade elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The ARB may also require the submission of additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping or alteration. The Board shall have the right to disapprove any proposed plans or specifications which, in its sole discretion, are not suitable or

desirable. The ARB shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot Owner. In the event the ARB fails to approve or to disapprove in writing any proposed plans and specifications within forty-five (45) days after submission to the ARB of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ARB. The ARB shall have no obligation to review any such application until such time as a complete application is submitted to the ARB, containing all required information, and all outstanding accounts of the owner, if applicable, have been brought current. Notwithstanding the foregoing, the ARB shall provide guidance to the owner concerning the application process. If after the completion of any construction or landscaping the ARB indicates its disapproval thereof by reason of non-compliance with the approved plans or specifications, then such construction or landscaping must be changed to comply with the plans and specifications for such construction or landscaping as approved by the ARB or the Owner shall, within five (5) days of receipt of notice of disapproval, apply to the ARB for a modification of the approved plans and specifications. If an Owner so applies to the ARB, the ARB shall consider such request and shall either approve, approve with conditions or disapprove such request within thirty (30) days of receipt of a completed application and all supporting documents required by the Board. The ARB shall promulgate such further rules and regulations as it deems necessary and may adopt a schedule of reasonable fees for the processing of applications to the ARB. The foregoing rules and regulations and fees shall be subject to approval by the Board. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

(b) The ARB does not assume any responsibility for the quality of construction. Further, the ARB assumes no liability or obligation arising from the construction of any improvement resulting from the ARB's review and approval of any plans.

(c) All construction plans must be prepared and sealed by a registered architect, or other professional, licensed to practice in the State of Florida or individual with suitable skills.

(d) All construction must be performed by contractors and sub-contractors licensed for building in the County and State of Florida. Construction of any improvements shall commence no later than six (6) months following the written approval by the ARB of the plans, unless the ARB approves, in writing, a period longer than six (6) months. Upon commencement, construction shall be undertaken diligently until completion without stopping, completion to occur within a reasonable length of time not to exceed one (1) year. Otherwise, such approval is null and void and plans must be submitted for re-approval. All approved alterations, improvements or additions to any Lot shall comply with all applicable permit requirements and all governmental laws, statutes, ordinances, rules, regulations, orders, codes and decrees applicable to the proposed work.

6.3 Procedure for Variance. In the event that an owner of any waterfront lot or lots shall request a variance from the rear lot line setback provisions set forth in Article VII, Section 7.2, Architectural Criteria and Building Restrictions, hereof, such person shall petition the ARB for said variance. The ARB may impose application requirements, such as, but not limited to, requiring the applicant to furnish surveys, test results, study reports or other engineering data that may be appropriate

due to the proximity of the structure to the lake, and shall further provide any additional information required by the ARB. In this regard the ARB shall act upon such application in a manner which is consistent with the aesthetic values of the project. The ARB may grant with conditions or deny said Petition for Variance in its sole discretion. The ARB shall not grant any variance which would be in opposition to existing Zoning and Building Regulations of the City of Parkland, unless said Petitioner has obtained a variance from the City of Parkland prior to petitioning the ARB for a variance as provided herein. In the event a variance is obtained by the Owner from the City of Parkland, the ARB shall not be required to grant a variance under this Declaration of Protective Covenants and Restrictions, and any such variance which may be granted shall be subject to the sole discretion of the ARB. Further, the ARB shall not be required to grant any variance even though a similar variance may have been granted to another Petitioner.

ARTICLE VII
ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

7.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ARB provided that any such accessory buildings do not furnish residential accommodations for an additional family.

7.2 Building Lines. No structure shall be located nearer than 35 feet to the front lot line. On any Lot having a curved front lot line, no structure shall be located nearer than 35 feet to any point on the curved front lot line. No structure shall be located nearer than 35 feet to any side street line, nearer than 30 feet to a rear lot line and nearer than 17 ½ feet to a side interior lot line, provided however, that the distance between two structures shall be a minimum of 35 feet and that the width of a Lot at the front building line is 100 feet.

7.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

7.4 Floor Space. Following the effective date of this amendment, any new construction, or rebuilding, of a dwelling must meet the following criteria: Each single-story dwelling located on a Lot, other than a lakefront lot, shall contain not less than 3,000 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios. Each two-story dwelling located on a Lot, other than a lakefront lot, shall contain not less than 3,000 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios of which at least 1,400 square feet shall be at ground level. Lakefront lots shall contain not less than 4,000 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios, of which at least 2,000 square feet shall be at ground level. Under no circumstances can the construction, or rebuilding of a dwelling exceed a maximum of a total of 11,000 adjusted sq/ft, as per the Broward County Property Appraiser's Office. This Section shall not apply to reconstruction or new construction that is a result of a natural disaster or an act of God. The new dwelling cannot be smaller than the property being reconstructed, and no larger than the maximums promulgated in this section.

7.5 Construction Quality. All dwellings shall be constructed in conformity with all applicable State and Federal laws, municipal codes and ordinances, including, without limitation, the South Florida Building Code and all ordinances of the City of Parkland, Florida.

7.6 Exterior Treatments. The ARB shall encourage the treatment of masses, volumes and voids on the exterior of dwellings rather than surfaces in order to create interesting exteriors. Finish materials such as stucco, decorative block, wood, brick and stone shall be allowed, and the ARB may prohibit the use of imitation and artificial material for facades. The use of more than two (2) materials (other than roof material and glass) shall be discouraged. The use of any type of material other than the foregoing or such use of more than two (2) materials shall not be permitted unless otherwise specifically approved by the ARB. Additionally, the front elevation material treatment shall have reasonable continuity on the side and rear elevations. All finish materials and a color plan shall be submitted for approval by the ARB, and such materials and color plan shall be consistent and harmonious with other homes in the neighborhood.

7.7 Roofs. Flat roofs shall be permitted only over Florida rooms, porches, patios and terraces upon written approval of the ARB. There shall be no flat roof on any other part of a building unless the ARB determines that such a flat roof is part of an overall acceptable design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, slate or concrete shingles or any other suitable material approved by the ARB, from time to time. The roof pitch on the pitched roofs shall not be less than **4/12** unless otherwise approved by the ARB. Roof materials may not be in the following colors: blue, green, white, purple, yellow, pink or red (other than terracotta tile on Mediterranean or Spanish design). However, the color of any tile roofs must be approved by the ARB.

7.8 Garages. Unless otherwise specifically approved by the ARB, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two (2) and not more than four (4) cars. Garage doors shall be operated by an electric door opener. No carport shall be permitted unless otherwise specifically approved by the ARB as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, and forty (40) feet for a four-car garage measured from the inside walls of the garage. Garages shall have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, two (2) sixteen-foot doors for a four car garage, or, in the alternative, two, three or four individual overhead doors, each having a minimum of eight (8) feet in width. Each garage shall have a service door. Garage doors may not face any street unless in the opinion of the ARB there is no practical alternative ~~in~~ to such a design.

7.9 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance of the garage. All driveways shall be constructed with brick, stone, pavers or patterned concrete unless otherwise specifically approved by the ARB. An Owner shall repair in a neat and orderly fashion any and all roadways broken in construction of a driveway entrance. On corner lots abutting Cypress Head Drive, the driveway entrance may not be from Cypress Head Drive. No ribbon driveways shall be constructed. For the purposes of these restrictions, the term "ribbon drive" shall mean two paved driving lanes separated by an unpaved area.

7.10 Swimming Pools and Tennis Courts. All swimming pools and tennis courts constructed on a Lot shall be composed of materials determined by the ARB to have been thoroughly tested and accepted by their respective industry for such construction. Above-ground swimming pools shall not be constructed on any Lot.

7.11 Recreation Facilities.

(a) All recreation facilities, including, without limitation by specification, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such Recreation Facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARB so as to provide a buffer between neighbors and prevent general viewing thereof.

(b) No lighting of a Recreation Facility shall be permitted unless otherwise specifically approved by the ARB.

(c) Lighting of Recreation Facility shall be designed so as to buffer the surrounding areas from such lighting.

7.12 Sight Distances at Intersection. No wall, fence, hedge, shrub or planting which obstructs sight lines between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.13 Landscaping. A landscaping plan for each Lot shall be submitted to and approved by the ARB. In reviewing landscaping plans, the ARB shall encourage Owners to submit plans which are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion between the street pavement and the front lot line of a Lot, shall be irrigated and maintained by the Owner of the respective Lot. Sod shall be required on the entire Lot. Each Lot shall have installed an underground sprinkler system capable of sprinkling regularly and sufficiently all lawn and plant areas of the Lot, and the right-of-way area in the front of the lot between the paving and the lot line. The landscape plan must consist of a minimum of ten trees (either presently on lot or to be added) with a diameter of three inches or more.

7.14 Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARB. The ARB may require that any such trees removed from a Lot be transplanted to a Common Area at the expense of the respective Lot Owner. In the event of a conflict between the provisions of this

Declaration and City of Parkland Ordinance No. 57, then, in that event, the provisions of Ordinance No. 57 of the City of Parkland shall prevail.

7.15 Non-Interference with Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in the utility and drainage easements shown on the Plat or the installation and maintenance by the Club of any fence, wall, hedge, planting, tree or other improvement or landscaping located on a no-access or screen fence easement on a Lot. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those improvements the maintenance of which is the responsibility of a public authority, private utility or the Club.

7.16 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

7.17 Individual Water Supply. No individual drinking water supply system shall be permitted on any Lot. All Lots will be required to use individual wells and pumps to provide water for lawn sprinkler systems. Lots bordering lakes may use lake water for irrigation purposes.

7.18 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.

7.19 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning systems which are located outside the exterior of a building shall he adequately walled, fenced or landscaped with prior ARB approval to prevent their being viewable from any street and to prevent unreasonable noise.

7.20 Mailboxes. Each Lot on which a residence has been completed as evidenced by issuance of a certificate of occupancy shall have upon it a mailbox which shall be in such size, design, quality and appearance as determined and approved by the ARB in writing in accordance with Article VI herein.

7.21 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARB.

7. 22 Antennae and Aerials. Owners may install a satellite dish not exceeding one meter (39.37") in diameter upon their Lot and/or the exterior of the building only in accordance with the following requirements, and such additional rules and regulations as the Board may from time to time adopt.. All such dishes must be securely fastened so as to prevent lift or detachment from high winds, and shall be placed in such a manner as to limit, as much as possible, its visibility from the outside the Lot without unreasonably increasing the cost of the installation, maintenance or utility of the satellite dish, or precluding reception of an acceptable quality signal.

7.23 **Signs.** The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) directional or traffic signs installed by the appropriate governmental authority or by the Association; entrance or other identification sign as installed by the Association; and

(b) name plate and address plate in size and design approved by the ARB.

7.24 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot; provided, however, the ARB may, in its sole discretion, grant permission and specify locations and duration at which temporary storage or out-buildings may be located and remain ~~upon~~ the Property. Application for such permission shall be made to the ARB in accordance with Article VI of this Declaration.

7.25 Completion of Construction and Repairs. Repairs of or to any Lot damaged by fire or otherwise shall be commenced within six (6) months after the proposed plans and specifications for such repairs have been approved by the ARB in writing in accordance with Article VI herein and shall be completed within twelve (12) months. Construction of any new building shall be completed within eighteen (18) months after the construction has commenced as provided in Article VI herein.

7.26 Block Grading. A builder shall be required to perform grading of lots and swale in conformity with the typical block grading plan as described on sheet P.16 of Paving and Drainage Plans as prepared by Williams, Hatfield and Stoner, Inc. dated June 18, 1979 as revised December 26, 1979.

77 **Fencing** Perimeter fences or privacy walls between Lots are not permitted. Privacy walls or fences may be erected to surround or enclose only the pool areas and back patio of a residence. Only fences utilizing top and bottom rails supporting vertical pickets erected with a maximum height of five (5') feet, constructed in a material as approved by the ARB guidelines, shall be permitted. All fencing must be landscaped, as approved by the ARB, so as not to be visible from the street. Prior to the construction of any fence or wall a fencing plan must be submitted to and be approved by the ARB, in writing, in accordance with Article VI of the Declaration.

7.-28 Minimum Floor Elevation. The minimum floor elevation of all buildings shall be the higher of 1.5 feet above the crown of the road or 16.5 feet mean sea level as required by the South Florida Water Management District.

ARTICLE VIII
USE RESTRICTIONS AND COVENANTS

8.1 Residential Use. Each Home is restricted to residential use as a residence by the Owner or legally permitted occupant thereof, its immediate family, guests, lessees and invitees.

8.2 Commercial Activity. As of the effective date of the this Declaration, no business or commercial activity shall be conducted upon any Lot except, the following conduct shall not be considered "business or commercial activity": a) conduct that is not apparent nor detectable by sight, sound or smell from outside the Lot; b) conduct that does not involve trade/commercial vehicles being parked in a visible location on the Property; c) conduct that conforms to all zoning requirements for the Property and applicable City ordinances; d) conduct that does not involve high volume traffic to and from the Lot by persons who do not reside at the Property for business related purposes, nor door-to-door solicitations of the residents; and/or, e) conduct that is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents at the Property. This provision shall not apply to Association-owned Lots, regardless how title to the Lot was acquired. No care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association.

8.3 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Cypress Head At Parkland Lakes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Cypress Head At Parkland Lakes shall be the same as the responsibility for maintenance and repair of the property concerned.

8.4 Further Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots. In the event that a Lot is increased in size pursuant to the foregoing, the provisions of the covenants and restrictions in Article VII immediately preceding and this Article VIII shall apply thereto as a single Lot.

8.5 Maintenance of the Lot Each Owner shall maintain his or her Lot and all improvements on the Lot, including, without limitation, the sprinkler system, fences, light fixtures, mailboxes, landscaping requirements as stated and adopted in the ARB guidelines, the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner and shall maintain all gutters, downspouts and other such fixtures in a good working order and attractive manner, consistent with the general appearance of the Property as a whole.

8.6 Right of Association to Enforce. Each Owner grants Association an easement to transverse the Lot utility easements for the purpose of insuring compliance with the requirements of this provision and the maintenance standards set forth by this Declaration. In the event an Owner does not comply with this Section, Association may, but is not obligated to, perform the necessary maintenance to the lawn and landscaping and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing maintenance standards by all necessary legal action. With respect to any litigation respecting this section, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, taxable or otherwise, at any proceedings, including, but not limited, to any and all appeals, from the other party.

8.7 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part between the street pavement and the front lot line of a Lot. All trees, shrubbery, grass and other landscaping on a Lot shall be maintained by the Lot Owner in neat, orderly and sightly manner, consistent with the general appearance of the Property as a whole.

8.8 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owner shall sweep or throw onto a Lot from his dwelling any dirt or any other materials or otherwise litter in any way the Lots. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any lots except in closed sanitary containers approved by the ARB, such containers shall be kept in a sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARB, or in area blocked from view from the street by a wall or landscaping erected or planted in a manner approved by the ARB. Such containers shall be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the Land and shall be returned to the enclosed area promptly after pick up.

8.9 Nuisances. No Owner shall cause on a Lot or permit to come from his or her Lot any unreasonable noises or odors. No owner shall commit on his or her Lot or permit to be carried on his or her Lot any nuisance, or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

8.10 Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot except in an enclosed garage unless it is a commercial vehicle in the process of being loaded or unloaded. The prohibition of parking a commercial vehicle on a Lot shall not apply to the temporary parking of a commercial vehicle for pick-up, delivery and other commercial services rendered to and on behalf of the Lot resident. Nor shall it apply to a builder or its agent during construction of improvements on the Lot. For purpose of this restriction, a commercial vehicle shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind. It shall also include any vehicle which has visible tools of a trade or business anywhere in or on a vehicle.

8.11 Maintenance and Storage of Boats and Vehicles. No maintenance, repair or storage of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

8.12 Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

8.13 Animals. No animals of any kind shall be raised, bred or kept for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Broward County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time.

Owner shall be responsible to the Association for the repair of any damage caused to the Common Areas or Association property by his or her pet, or the pet of his or her lessee, guest or invitee. Any cost or expense incurred by the Association in such repairs made necessary by the pet, or in enforcing the provisions of this Section, including, but not limited to, attorney's' fees and costs incurred in such enforcement efforts, shall be an Individual Assessment against the Owner and the Lot.

8.14 Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.

8.15 Land Near Parks and Water Courses. No building shall be constructed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the property line of any park

or within twenty (20) feet of the edge of any open water course; however, clean fill may be placed nearer than twenty (20) feet to the edge of any open water course, provided that the placement of such clean fill does not alter or block the natural water course.

8.16 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. The Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Cypress Head At Parkland Lakes. The recreational use of the lakes located within Cypress Head At Parkland Lakes is permitted, however, the use of gas motorized vessels within such lakes is prohibited. In addition to the foregoing restriction, the Board may enact rules and regulations relating to the use of the lakes from time to time. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT RECREATIONAL USE OF THE LAKES WITHIN CYPRESS HEAD AT PARKLAND LAKES IS DONE SO AT EACH OWNER'S RISK AND THAT THE ASSOCIATION IS NOT A GUARANTOR OF THE SAFETY OR WELFARE OF ANYONE USING THE LAKES WITHIN CYPRESS HEAD AT PARKLAND LAKES AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY OR LOSS WHICH ARISES FROM USE OF THE LAKES WITHIN CYPRESS HEAD AT PARKLAND LAKES. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION FROM ANY LIABILITY OR LOSS WHICH ARISES IN ANYWAY FROM USE OF THE LAKES WITHIN CYPRESS HEAD AT PARKLAND LAKES.

8.17 Piers and Docks. No piers or docks may be constructed by any Lot owner however, the Association may construct piers or docks along the banks of the community recreation areas.

8.18 Operation of Water Craft. No Lot Owner or invitee, licensee or lessee of such Lot Owner and no other person shall operate any motor driven water craft upon the lakes and water courses; however, electric motor driven water craft may be operated upon the lakes and water courses.

8.19 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage.

8.20 Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Community Property accepts and assumes all risk and responsibility for liability, injury or damage coinciding with use of such Community Property. The person also expressly indemnifies and agrees to hold harmless the Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Community Property, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Community's Properties, including without limitation to, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, POISONOUS SNAKES, COYOTES, ETC. THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF

SUCH WILDLIFE EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

8.21 Dissolution of Club. In the event of dissolution or final liquidation of the Club, the assets, both real and personal of the Club which are part of the water management system, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted to by the Club. In the event the dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association or trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted to by the Club. No such disposition of Club property shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to him unless made in accordance with the provisions of such covenants and deeds.

8.22 Leasing

(a) Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. No subleasing, short-term vacation rentals, or destination rentals (such as, but not limited to, Airbnb, VRBO, or similar rental companies) are allowed in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Cypress Head At Parkland Lakes or administered by Association.

(b) All leases shall be for a term of no less than six (6) months, provided that no Lot may be leased more than two (2) times in a twelve (12) month period. No time-share or other similar arrangements is permitted. Owner must make available to the lessee or occupants copies of the community documents.

(c) Moratorium on Leasing. No Lot shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the Lot is acquired with a lessee in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Lot shall not be leased for the next twelve (12) month period. This Section shall not apply to any Lot owned by the Association, regardless of how title in the Lot was acquired.

ARTICLE IX
CLUB EXPENSES, ASSESSMENTS AND LIENS

9.1 General. In order for the Club to cause the covenants contained in this Declaration to be fulfilled; to own, operate and maintain the Common Areas; and to preserve the Property in the manner contemplated by this Declaration, the Club will incur certain expenses, which expenses are referred to herein as the "Club Expenses." Club Expenses, by way of illustration and without limitation by specification, shall include taxes on the Common Areas; insurance premiums for the Common Areas; utilities supplied to the Common Areas; cost of management, labor, access control and materials for the operation, maintenance and repair of the Common Areas; operating expenses of the Club, and expenses incurred by the Club in enforcing this Declaration.

9.2 Affirmative Covenant to Pay Club Expenses. Club Expenses shall be paid by the Club from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay its respective share of the Club Expenses, which covenant shall run with the Land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Club Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his or her respective share of Club Expenses by non-use of recreation or open areas located on the Common Areas or by abandonment of his or her Lot.

9.3 Annual Assessments and Special Assessments. The Club shall assess each Owner for his or her respective share of Club Expenses by Annual Assessments determined and payable in the manner provided in Sections9. 9 of this Declaration and by Special Assessments, if any, assessed by the Club for expenses incurred or to be incurred by the Club as a result of extraordinary items of expense, such as the cost of reconstruction of any part of the Common Areas in excess of insurance proceeds therefor, the failure of other Owners to pay an Annual or Special Assessment or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an Annual Assessment.

9.4 Capital Contribution and Funding for Projects The Board may also require by means of a Special Assessment or as part of an Annual Assessment payment of funds and reserves for capital expenditures that are or may be incurred by the Association for the construction, reconstruction, replacement, repair or refurbishment of property of the Club, whether real, personal or mixed. Additionally, a "Capital Contribution" equivalent to two (2) quarters of regular assessments at the time of the transfer of title, shall be paid to the Association upon any conveyance of title to or interest in a Lot within the Community and shall be a special assessment against the Lot, collectible in the same fashion as any other assessment as provided in the Declaration. "Conveyance of Title" shall be defined for the purposes of this Section as any transfer of any interest in a Lot, including, without limitation, by sale or gift. The Capital Contribution shall be non-refundable and paid to the Association in addition to any other common or special assessment, and applies only to new Owners who take title by way of purchase of the Home and/or Lot after the date this Declaration is recorded. The Capital Contribution provided for herein shall be received by the Association at the time of closing on the sale of the Lot. For all other types of conveyance of title to or interest in a Lot other than by sale, the Capital Contribution shall be received by the Association within ten (10) days after possession of the Home and/or Lot by the Owner. The Capital Contribution need not be separated from nor held or applied differently than common assessments. No refund of a Capital Contribution will be due from the Association on re-sale. This Section shall not apply to the acquisition of title to or interest in any Lot by the Association.

9.5 Uniform Assessments. Each Lot shall share equally in all Annual Assessments, and subject to Section 9. 6 immediately following, each Lot shall share equally in Special Assessments.

9.6 Individual Assessments. Assessments for which one or more Owners (but less than all Owners) within Cypress Head At Parkland subject. Individual Assessments include, but are not limited to, costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

9.7 Interest of Owners. No owner shall have during the term of the existence of the Club any interest, right or claim in or to any of the funds of the Club or funds received or held by the Club under or pursuant to any Annual or Special Assessment or otherwise, and in the event of the dissolution of the Club, the property of the Club shall be distributed equally among all owners, subject, however, to the provisions of section 8.18.

9.8 Special Assessment If the Board determines that the assessments levied on any given year are not sufficient to meet unusual, unexpected, unbudgeted or non-recurring expenses of the Association, it may levy and collect Special Assessments against each Lot when necessary to meet the needs of the Association.

9.9 Annual Assessment The total anticipated expenses for a calendar year shall be set forth in a budget adopted by the Board no later than December 1st of the year preceding the calendar year for which the budget is adopted (the "Budget"). The total anticipated Club Expenses set forth in such Budget shall be the Annual Assessment for Club Expenses for all of the Lots for such year (the "Aggregate Annual Assessment)-The Aggregate Annual Assessment shall be divided by the number of Lots, and the resulting product shall be the Annual Assessment allocated to each Lot. In the event any Lot has been further divided or subdivided and all or a part thereof consolidated with a contiguous Lot, the Annual Assessment allocated to the Lot so divided or sub-divided shall be proportionately allocated, charged and assessed to the Lot or Lots to which the divided or subdivided Lot is consolidated. The Annual Assessment allocated to each Lot shall be due and payable by the owner or, if more than one Owner, the Owners, jointly or severally, of each Lot in advance commencing on the first day of January each year. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments. The Club shall mail to each and every Owner a copy of the Budget specifically indicating the total Club Expenses anticipated for the forthcoming year and the Annual Assessment upon each Lot.

9.10 Certificate of Payment. The Club shall furnish to any Owner upon request a certificate in writing signed by an officer of the Club setting forth the remaining unpaid balance, if any, of any outstanding Annual or Special Assessment assessed upon the Lot of such Owner and other monetary obligations due to the Association in the manner and within the time frames set forth in Chapter 720, F.S., as amended from time to The Club may charge a reasonable fee for providing the certificate not to exceed the highest amount provided by law, as it may be amended from time to time.

9.11 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and

agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Lot including the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but, as further set forth below, shall relate back to the date that this Declaration is recorded, as is provided in Chapter 720, F.S. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

Except as to first mortgagees, the Association claim of lien shall relate back to the effective date on which the original Declaration was recorded in the Public Records, as provided in Chapter 720, F.S., as it may be amended from time to time, and shall be superior to any lien recorded against the Lot other than the lien of a first mortgagee or record. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Club a satisfaction of lien in form for recording. All payments on delinquent accounts shall be applied in accordance with Chapter 720, F.S., as it may be amended from time to time.

9.12 Remedies. In the event any Owner fails to pay any Annual Assessment or installment thereof or any Special Assessment or installment thereof within fifteen (15) days after the same becomes due and payable, then the Board shall have the right to elect on behalf of the Club either some or all of the follow-ing remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Lot for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) Advance of Funds. To advance on behalf of the Owner in default all or part of such funds which are due and payable from such owner and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, as it may be amended from time to time, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Club, and such advance by the Club shall not be deemed a waiver by the Club of any rights of the Club to collect such due and payable assessment;

(c) Foreclosure. To file at any time after the effective date of a lien arising under Section 9 .11 of this Article IX an action in equity to foreclose ~~such~~ the Association claim of lien in like manner as a foreclosure of a mortgage on real property;

(d) Action At Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon and administrative late fee, in such amount as the Board may determine from time to time, not to exceed at the highest rate permitted by law, as it may be amended from time to time, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels; and

(e) Use of Recreation Area. Notwithstanding any provision in this Declaration to the contrary or any right or easement granted herein, the Club may suspend the rights of an Owner and any family member, occupant or guest thereof from using any recreation facilities located on the Common Areas in the manner provided under Chapter 720, F.S., as it may be amended from time to time.

9.13 Subordination of Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Lender. In addition to the foregoing, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorney's fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated

and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure. All other recipients of title, including, but not limited to, a third party purchaser at a mortgage foreclosure sale, shall be jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, as provided in Chapter 720, F.S., as it may be amended from time to time, plus all accrued late fees, interest, costs of collection, and attorneys' fees, all of which shall be an assessment against the lot, as contemplated in Chapter 720, F.S., as it may be amended from time to time. This provision shall not apply to any Lot acquired by the Association, regardless of how the Association acquired title to the lot.

9.14 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorney's fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

ARTICLE X
GENERAL PROVISIONS

10.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Land Use Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Land Use Documents is specifically set forth by reference in such deeds, and acceptance by an Owner of such a deed shall be deemed acceptance by such Owner of all of the terms and conditions of the Land Use Documents.

10.2 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

10.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by the Club, any Owner or Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Association may pursue all avenues of available legal course provided under this Declaration or the law, as same may be amended from time to time, to enforce any provision of the Land Use Documents. In any proceeding arising because of an alleged failure of an Owner or his or her guest, lessee or invitee to

comply with Chapter 720, F.S., as amended from time to time, or terms of the Land Use Documents, as same may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, taxable or otherwise, at any proceedings, including, but not limited, to any and all appeals, from the other party. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of the Land Use Documents, as amended from time to time, and the Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled, after written notice, to reimbursement of its costs and attorney's fees incurred to bring about the compliance from the Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred to bring about compliance, shall be an Individual Assessment against the Owner and Lot.

10.4 Fining. In addition to the means for enforcement provided elsewhere herein, and pursuant to Section 720.305 of the Florida Statutes, as it may be amended from time to time, the Association shall have the power to impose fines in the maximum amount permitted by law, as it may be amended from time to time, against any Owner for any violation of the Land Use Documents. This remedy shall be cumulative to other remedies available to the Association under this Amended and Restated Declaration and the Florida Statutes, as amended from time to time, and nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Land Use Documents in addition to fining, including, but not limited to, legal action for damages or injunctive relief.

10.5 Condemnation. In the event the Club receives any award or payment arising from any taking of the Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the replacement of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed equally among the Owners and mortgagees of Lots as their respective interests may appear.

10.6 Indemnification. An Owner shall be liable for the expense of any maintenance, repair or replacement to the Common Areas or Association property made necessary by his or her act, omissions, negligence or carelessness, or by that of any member of his, her or their family, or lessees, and any expense incurred by the Association in addressing any violation of the Land Use Documents, as they may be amended from time to time. Any such cost or expense, incurred by the Association, including, but not limited to, attorneys' fees and costs incurred in seeking compliance with the Land Use Documents, as they may be amended from time to time, regardless of whether litigation is necessary for the enforcement, may be an Individual Assessment against the Owner and Lot, collectible in the same fashion as any other assessment provided hereunder.

10.7 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Club at the time of such mailing, or upon emailing the notice or other communication to any Owner who has consented to receiving such notice or other communication by electronic transmission.

10.8 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

10.9 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

10.10 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

10.11 Amendment and Modification.

(a) Correction of Scrivener's Error. An amendment or modification to correct a scrivener's error or any other immaterial change in this Declaration may be made by the Board without the consent of any of the owners; provided, however, no such amendment or change shall be inconsistent with the intent and purposes of this Declaration or shall impair or prejudice the rights or priorities of, the Club, or any Owner, without the specific written approval of the party affected thereby; provided further, any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

This Declaration may be amended upon the approval of such amendment by a majority of the Board and by the Owners of a majority of the Lots.

10.12 Recording of Amendment. Any amendment, modification or change in this Declaration in accordance with the terms and provisions hereof shall be reflected in an instrument placed of record in the public Records of Broward County, Florida.

10.13 Term. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Land and inure to the benefit of the Club, owners and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording of this Declaration in the Public Records of Broward County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine year time or to each such ten-year extension there is recorded in the Public Records of Broward County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all Institutional First Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine-year term or the ten-year extension during which such instrument was recorded.

10.14 Original Covenants. The covenants and restrictions which are attached as Exhibit A, made between the Developer and the City of Parkland and recorded in Official Records Book 8183, Pages 201 through 218 of the official records of Broward County are incorporated herein and made a part of this Declaration of Protective Covenants and Restrictions.

10.15 Streets and Street Lighting. The street lighting system within the Property is owned, operated and maintained by Florida Power and Light Company. The streets within the Property are part of the Common Areas and the responsibility of the Club to operate and maintain, the expense of which shall be a Club Expense as defined in Section 9.1 of the Declaration.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 22, 2019, to Articles of Incorporation for CYPRESS HEAD CLUB, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 751684.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of July, 2019

Laurel M. Lee

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

State of Florida

Department of State

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Secretary of State

CR2E022 (01-11)

AMENDMENTS TO THE ARTICLES OF INCORPORATION
OF CYPRESS HEAD CLUB, INC.
(A Florida Corporation Not for Profit)

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

ARTICLE IV
POWERS

In furtherance of the foregoing purposes, the Club shall have the following powers:

. . .

3. The Club shall have all of the powers reasonably necessary to implement the purposes of the Club set forth in these Articles and in any of the Land Use Documents, including but not limited to the following powers, which powers shall be exercised in accordance with the Land Use Documents.

(a) to make, establish, amend and enforce reasonable rules and regulations governing the use of the Common Areas and Lots;

. . .

ARTICLE VIII
OFFICERS

. . .

2. The Board shall elect the President, a Vice-President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board, in its sole discretion, shall from time to time determine appropriate, whose qualifications shall be as set forth in the By-Laws, as they may be amended from time to time. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. ~~The President shall be a Director of the Club, but no other officer need be a Director.~~ The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

. . .

ARTICLE X
BOARD OF DIRECTORS

1. ~~The number of Directors on the first Board of Directors (the "First Board") shall be three (3).~~ The number of Directors on the Board ~~thereafter~~ shall be seven (7). All Directors shall be Members of the Club.

. . .

ARTICLE XI
BY-LAWS

The By-Laws of the Club shall be ~~adopted by the First Board, and thereafter may be~~ altered, amended or rescinded ~~by a majority of the Board and a majority of the Members present at a meeting of each of such bodies~~ in the manner provided for in the By-Laws, as it may be amended from time to time.

AMENDED AND RESTATED BY-LAWS
OF
CYPRESS HEAD CLUB, INC.

(A Florida Corporation Not for Profit)

Section 1. Identification of Club

1.1 These are the By-Laws of CYPRESS HEAD CLUB, INC., hereinafter referred to as the "Club," or "Association" as duly adopted by the Board of Directors of the Club. The Club is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purposes of administering, managing, operating and maintaining a planned residential and recreational community known as Cypress Head at Parkland Lakes, in accordance with Chapter 720, Florida Statutes, as amended from time to time.

1.2 The office of the Club shall be, for the present, at 7401 Holmberg Road, Parkland, Florida 33067, and thereafter may be located at any place in Broward County, Florida, designated by the Board of Directors of the Club from time to time.

1.3 The fiscal year of the Club shall be the calendar year.

1.4 ~~The seal of the Club shall bear the name of the Club, the word "Florida" and the words "Corporation Not For Profit".~~

Section 2. Definitions

2.1 Words and phrases used herein which are defined in the Declaration of Protective Covenants and Restrictions for CYPRESS HEAD AT PARKLAND LAKES shall have the same meaning as defined in said Declaration.

Section 3. Members

3.1 The qualification of Members, the manner of their admission to membership in the Club, the manner of the termination of such membership and the manner of voting by Members shall be as set forth in Article V of the Articles.

3.2 ~~The Members shall meet annually at the office of the Club or at such other place in Broward County, Florida, as determined by the Board and as designated in the notice of such meeting, at 7:30 o'clock p.m., local time, on the third Tuesday in the month of April of each year (the "Annual Meeting") commencing with the year 1980, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.~~ The Annual Meeting of the Members shall be held in April at such time and location as determined by the Board of Directors from time to time. The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles) and to transact any other business authorized to be transacted by the Members at such Annual Meeting.

3.3 Special meetings of the Members shall be held at any place within the County of Broward, state of Florida, whenever called by the President or Vice President of the Club or a majority of the Board. A special meeting must be called by the President or Vice President of the Club upon receipt of a written request from one-third (1/3) of the entire membership of the Club.

3.4 Meetings of Members shall be open to any Institutional First Mortgagee or a representative thereof, provided, however, except as is permitted or contemplated by these By-Laws or by any other Land Use Document, no such Institutional First Mortgagee or its representatives shall be entitled to participate in any meeting of the Board but shall only be entitled to act as an observer thereat.

3.5 A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote thereat to his or her last known address as it appears on the ~~books~~ records of the Club, or electronically transmitted to any owner who has consented to receiving notice of meetings by electronic transmission, not less than fourteen (14) days and no more than thirty (30) days prior to the date of such meeting. ~~Notices of a special meeting of Members called upon the request of Members shall be mailed certified mail, return receipt requested.~~ Proof of such mailings shall be given by the affidavit of the person who mailed such notice. The notice shall state the date, time and ~~place~~ location of such meeting and the ~~object~~ agenda for which the meeting is called ~~and shall be signed by an officer of the Club.~~ Notice of all meetings of Members shall also be posted at a conspicuous place in the recreation facilities at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such Member of such meeting.

3.6 The Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided; however, that written notice of the matter or matters to be determined by such Members is given to the Members at the addresses and within the time periods set forth in Section 3.5 immediately preceding or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

3.7 A quorum of the Members shall consist of persons entitled to cast ~~a thirty-three and one-third (33-1/3%)~~ thirty (30%) percent of the votes of the entire membership. A Member may join in the action of a meeting of Members by signing the minutes thereof, and such a signing shall constitute the presence of such Members for the purpose of determining a quorum. Matters approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the official acts of the Members, except as otherwise specifically provided by law, the Declaration, the Articles, any other Land Use Document or elsewhere herein.

3.8 If at any meetings of the Members there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Members of such adjournment shall be as determined by the Members.

3.9 Minutes of all meetings of the Members shall be kept in a businesslike manner and be available for inspection by the Members and Directors at the offices of the Club at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting or meetings designated or described therein and any adjournment thereof ~~if so stated~~. A proxy or copy thereof must be filed with the Secretary before the commencement of the meeting in order to be effective. Any proxy except a proxy which by its terms states otherwise may be revoked prior to the time a vote is cast pursuant to such proxy.

3.11 ~~At any time prior to a vote upon any matter at a meeting of the Members, any Member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matters.~~ Owners may vote on any issue, including for election of Directors, by secret ballot.

Section 4. Board of Directors

4.1 ~~The number of Directors on the 'First Board", as defined in Article X of the Articles, shall be three (3), and the number of Directors on the Board after the First Board shall be seven (7).~~ The affairs of the Association shall be managed by seven (7) Directors. All Directors shall be Members of the Association.

4.2 The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles. Upon any election of ~~Members by~~ Directors, each Member shall have a number of votes equal to the number of directorships to be filled by the Members. Voting for such Directors shall be cast in one ballot during which the Member shall cast one vote of each vacancy; provided, however, a Member shall cast not more than one vote for the same person during such ballot. Election shall be by plurality, and the persons receiving the highest number of votes during such ballot shall be the newly elected Directors.

4.3 ~~A vacancy on the First Board shall be filled by the Developer.~~ Vacancies on the Board ~~after the First Board~~ shall be filled by ~~election of~~ the remaining Directors. Any person filling the vacancy of a Director shall have all of the rights, privileges, duties and obligations as a Director elected at an Annual Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Meeting and until his or her successor is duly elected and qualified, or until he or she is earlier removed from such service in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Members as provided in the Articles, may be removed from office, with or without cause, in the manner set forth in Chapter 720, F.S., as amended from time to time ~~upon the affirmative vote of two thirds (2/3) of the Members at a special meeting of the Members for any reason deemed by the Members to be in the best interest of the Club; provided, however, before any Director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present thereat.~~

~~(b) A Director designated by Developer, as provided in the Articles, may be removed by the Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy created on the Board as to a Director designated by it, the developer shall notify the Board upon any such removal or vacancy of the name of the respective successor Director, and of the commencement date for the term of such successor Director.~~

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election ~~at~~ on such date, place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board may be held ~~at~~ on such date, time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the direction of the President or the Vice President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the date, time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or ~~telegraph~~ electronic transmission at least ~~three (3) days~~ forty-eight (48) hours prior to the date for such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Director before, during or after such meeting, and such waiver shall be deemed receipt of notice by such Director of such meeting.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Declaration, the Articles, any other Land Use Document or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors' fees, if any, shall be determined by a majority of the membership of the Club.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at the offices of the Club at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive committees shall have an exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.14 The Board shall appoint an Architectural Review Board in accordance with the terms of the Declaration.

4.15 The Board shall appoint such other committees as the Board determines to be necessary or appropriate to carry out the powers and duties of the Club, such as, without limitation, a nominating committee and/or a maintenance committee, and the composition, powers, duties and rules of conduct of such committees shall be determined by the Board.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Club, including those powers set forth in the Declaration, the Articles, these By-Laws and any other Land Use Document, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Land Use Documents and shall include but not be limited to the following:

5.1 Making, establishing, amending and enforcing reasonable rules and regulations governing the use of the Common Areas and Lots.

5.2 Making, levying, collecting and enforcing assessments against Members to provide funds to pay the expenses of the Club. Such assessments shall be collected by the Club by payments made directly to the Club by the Members in the manner set forth in the Declaration.

5.3 Administering, managing, operating and maintaining the Common Areas and repairing and replacing the improvements and personal property located thereon.

5.4 Constructing and reconstructing improvements located on the Common Areas in the event of casualty or other loss thereof and making further authorized improvements on the Common Areas.

5.5 Enforcing by legal means the provisions of the Land Use Documents.

5.6 Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to provide for the administration, management and operation of the Club and the Common Area and for the maintenance, care, repair and replacement of improvements located on the Land.

5.7 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of the Club.

5.8 Entering into and terminating management agreements and contracts for the maintenance and care of the Land or any part thereof, including the delegation to third parties pursuant to such agreements or contracts of powers and duties of the Board with respect to the care and maintenance of the Land.

5.9 Paying taxes and assessments which are or may become liens against any part of the Common Areas.

5.10 Purchasing and carrying insurance on the Common Areas for the protection of owners and the Club against casualty and liability.

Section 6. Officers

6.1 The officers of the Club shall be a President, ~~who shall be a Director,~~ one or several Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Club. All Officers shall be Directors.

6.2 The President shall be the chief executive officer of the Club. He shall have all of the powers and duties which are usually vested in the office of a President, including, but not limited to, the power to appoint such committees at such times from among the Members as he or she may in his or her discretion appropriate to assist in the conduct of the affairs of the Club. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," et cetera, and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and of the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Club by Members and Directors at all reasonable times. ~~The Secretary shall have custody of the seal of the Club and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so.~~ He or she shall keep the records of the Club, except those of the Treasurer, and shall perform all of the duties incident to the office of a Secretary. The Assistant Secretary, if any, shall assist the Secretary and in the absence or disability of the Secretary, shall exercise the power and perform the duties of the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Club, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Club in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer, and in the absence or disability of the Treasurer, shall exercise the power and perform the duties of the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Club shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Club or preclude the contracting with a Director or a party affiliated with a Director for the management of any part or all of the Land.

Section 7. Fiscal Management and Accounting Records.

7.1 The Board shall adopt a budget of the anticipated expenses of the Club for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year. Prior to the Budget Meeting, a proposed budget shall include, but not be limited to, the following items of Club expenses; (i) Administration-salaries, legal and accounting, telephone, supplies and equipment; (ii) Operating-electricity , water and sewer, security; (iii) Fixed-real estate taxes, insurance premiums; (iv) Maintenance-equipment and supplies, salaries and/or maintenance fees.

7.2 The Board may also include in any such proposed budget, either annually or from time to time as the Board shall determine the same to be necessary, a sum of money for the making of betterments to the improvements and personal property located on the Common Areas or for the establishment of reserves for repair or replacement thereof.

7.3 Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred. No Board shall be required to anticipate revenue from assessments or expend funds to pay for Club Expenses not included in the Budget or which exceed budgeted amounts, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Club Expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration.

7.4 The depository of the Club shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Club shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

7.5 The Club shall use the accrual method of accounting which shall conform to generally accepted accounting standards and principals, and the Club shall maintain accounting records in accordance with good and accepted accounting practices, which shall be open to inspection by Members or their

authorized representatives at reasonable times. ~~Such authorization as a representative of a Member must be in writing and signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection; provided, however, an Institutional First Mortgagee shall for such purpose of inspection automatically be deemed a representative of a Member.~~

7.6 An audit of the accounts of the Club shall be made annually by an auditor, accountant or Certified Public Accountant designated by the Board and a copy of a report of such audit or notice of its availability shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report or notice of its availability shall be deemed to be furnished to the Members upon delivery or mailing thereof to the Member at the Member's last known address as shown on the books and records of the Club.

Section 8. Rules and Regulations.

The Board may ~~at any meeting of the Board~~ adopt rules and regulations for the use of the Common Areas or Lots, or amend or rescind any such existing rules and regulations; provided, however that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Land Use Documents. Copies of any rules and regulations as promulgated, amended or rescinded shall be mailed to all Members at the last known address of the Members as shown on the books and records of the Club and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of Members of the Club and of the Board; provided, however, if such Rules of Order are in conflict with any of the Land Use Documents, then the respective Land Use Document, as the case may be, shall apply and govern.

Section 10. Amendment.

10.1 These By-Laws may be amended by the Members at an Annual Meeting or a special meeting of the Members and by the Board at a regular or special meeting of the Board.

10.2 An amendment may be first considered by either the Members or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Members or the Board) at which such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of at least a majority of the Members present at a meeting of the Members at which a quorum is present and approval by the Board must be by at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

10.3 ~~Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions rights or obligations set forth in any other Land Use Document, as the same may be amended from time to time in accordance with the provisions thereof, or any rights of Developer or of an Institutional First Mortgagee without the prior written consent thereto by Developer or such Institutional First Mortgagee, as the case may be.~~

PRESIDENT

SECRETARY