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COPY



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CERTIFICATE OF AMENDMENT
TO CYPRESS VILLAGE
DECLARATION OF RESTRICTIONS
(Single Family)

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$163.00
2009026360 BK:2293 PG:679
06/16/2009 03:38 PM 19 PGS
MAPPIE,DC Receipt #020475

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Restrictions for Sugarmill Woods, Cypress Village, (Single Family), was duly adopted by the membership and approved by the Board of Directors of Cypress Village Property Owners association, Inc., as successor to the Declarant, Punta Gorda Developers, pursuant to a vote of the membership.

Furthermore, we hereby certify that the attached amendments were duly adopted by the membership at a meeting held March 26, 2008 and March 25, 2009.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of June, 2009 at Citrus County, Florida.

CYPRESS VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

WITNESSES:

Marie Zizzo
Print Name: MARIE ZIZZO

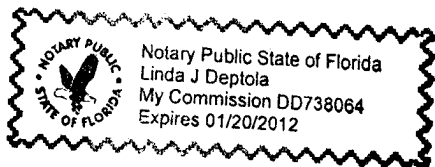
Richard O. Johnson
By: RICHARD O. JOHNSON, President
108 Cypress Blvd. W., Homosassa, FL 34446

Linda J. Deptola
Print Name: LINDA J. DEPTOLA

Michelle Klemm
Attest: MICHELLE KLEMM, Secretary
108 Cypress Blvd. W., Homosassa, FL 34446

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledge before me on this 5 day of June, 2009, by RICHARD O. JOHNSON, as President, and MICHELLE KLEMM, as Secretary, Cypress Village Property Owners' Association, Inc., X who are personally known to me or _____ who have produced _____ as identification



Linda J. Deptola
Notary Public

Amended and Restated Declaration of Restrictions for

SUGARMILL WOODS, CYPRESS VILLAGE

THIS Amended and Restated Covenants, Conditions and Restrictions for SUGARMILL WOODS CYPRESS VILLAGE is created this 5 day of June, 2009 by CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, "Association", and the members thereof.

WITNESSETH:

WHEREAS, Sugarmill Woods, Cypress Village Subdivision was originally developed by Punta Gorda Developers, Inc. beginning in 1973; and,

WHEREAS, Sugarmill Woods, Cypress Village consists of Single Family residential properties. Multi Family residential properties and Commercial properties; and,

WHEREAS, Cypress Village, Single Family properties consists of the following described real property:

Block 1, lots 8 through 16, inclusive; Blocks 2 through 91, inclusive; Blocks 93 through 109, inclusive; Blocks 112 through 123, inclusive; Block 124, Lots 1 through 50, inclusive; Block 125; Block 126, Lots 1 through 19, inclusive; Blocks 127 through 138, inclusive; Block 139, Lots 9 through 17, inclusive; Block B, Lots 1 through 14 and Lots 18 through 20, inclusive; Block C, Lots 4 through 15, inclusive; Block D; Block E, Lots 5 through 17, inclusive; Block F; Block G, Lots 1 through 20 and 31 through 41, inclusive; Block I, Lots 14 through 26, inclusive; Block J, Lots 3 through 13 and 16 through 20 inclusive; Block K, Lots 5 through 11 inclusive; Block L, Lots 8 and 12; Block M, Lots 5 through 16, inclusive; Block N, Lots 6 and 7; Blocks O through W, inclusive; all being and lying in Sugarmill Woods Subdivision, Cypress Village, as officially described in Plat Book 9, Page 86-150, inclusive; Plat Book 10, Pages 1-9, inclusive; and Plat Book 9, Pages 87-A, Public Records of Citrus County, Florida, ("Property"); and,

WHEREAS, Punta Gorda Developers, Inc. recorded certain deed restrictions encumbering the Property; and,

WHEREAS, pursuant to such deed restrictions the Association was formed on or about July 31, 1980 and is the successor to the original developer, Punta Gorda Developers, Inc.; and,

WHEREAS, the Association was legally assigned all Grantor rights by its predecessor; and,

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

WHEREAS, subsequent to recording of the above-described Declarations of Restrictions, said Declarations have been amended numerous times including Amended Declarations of Restrictions described in Official Records Book 350, Page 645; Book 377, Page 609; Book 377, Page 617; Book 377, Page 625; Book 400, Page 137; Book 412, Page 412; Book 443, Page 395; Book 443, Page 405; Book 443, Page 400; Book 443, Page 405; Book 443, Page 411; Book 462, Page 672; Book 452, Page 685; Book 475, Page 716; Book 527, Page 11; Book 621, Page 2158; Book 621, Page 2166; Restated at Book 1034, Page 1875; Book 1081, Page 274; Book 1156, Page 1988; Book 1214, Page 2073; Book 1292, Page 1996; Book 1408, Page 160, Book 1448, Page 625 and Book 1498, Page 0010; Book 1945, Page 652; Book 2062, Page 991; Book 2170, Page 2206, and,

WHEREAS, Association, by its members and property owners, desires to amend and supersede all restrictions previously filed encumbering the Property by replacing all such restrictions with the following Restrictions.

NOW, THEREFORE, the Association does hereby terminate, cancel and supersede all previously filed restrictions encumbering the Property with the following respectively numbered restrictions, which restrictions shall run with the Property:

1. DEFINITIONS

The following definitions apply wherever the capitalized terms appear in these Restrictions. Additional terms may also be defined the first time they appear.

1.1. "Accessory Building" means any building upon a Lot other than the Residential Unit.

1.2. "Architectural Control Board or ACB" is a committee of Owners appointed by the Association's Board of Directors to review construction plans, construction activity and landscaping plans to ensure compliance with these Restrictions and any issued permits.

1.3. "Articles" means the Articles of Incorporation of Cypress Village Property Owners Association, Inc., filed with the Secretary of State of Florida, as such may be amended from time to time.

1.4. "Association" means Cypress Village Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

1.5. "Board" or "Board of Directors" means the Board of Directors of the Association.

1.6. "Building" means a roofed and walled structure built for permanent use.

1.7. "Bylaws" means the Bylaws of the Association as such may be amended from time to time.

1.8. "Cypress Village" refers to the Cypress Village subdivision within Sugarmill Woods Subdivision, the plat of which is recorded at Plat Book 9, Pages 86-150, inclusive; Plat Book 10, Pages 1-9, inclusive; and Plat Book 9 Page 87-A of the Public Records of Citrus County, Florida.

1.9. "Fence" means a barrier intended to prevent escape or intrusion, or to mark a boundary.

1.10. "Grantor" means Punta Gorda Developers, Inc., its Successors and/or Assigns including the Association as successor to Punta Gorda Developers, Inc.

1.11. "Lot" shall mean and refer to any Lot shown on the Plat along with any improvements constructed upon the real property.

1.12. "Member" means a Member of the Association.

1.13. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within Cypress Village but does not include persons or entities holding title merely as security for the performance of an obligation.

1.14. "Plat" means the Plat of Sugarmill Woods Subdivision, Cypress Village.

1.15. "Property" means the real property described above and included on the Plat.

1.16. "Public Records" means the Official Records of Citrus County, Florida.

1.17. "Residential Unit" shall mean any residential structure constructed upon a Lot.

1.18. "Rules and Regulations" means the governing rules created by the Association and thereafter enforced and revised or amended by the Association.

1.19. "Subdivision" means the subdivided Property hereinbefore described as Sugarmill Woods Subdivision, Cypress Village.

2. USE RESTRICTION: SINGLE FAMILY

The Property shall only be used for single family residential development. Only one Residential Unit shall be erected on any Lot within the Subdivision. Two or more contiguous Lots with common ownership may be combined for the purposes of construction of one single family Residential Unit. If Lots are combined in this manner, set back requirements and minimum square footage requirements shall apply. No portion of the Property may be subdivided under any circumstances.

3. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business, profession or other type of commercial activity shall be carried on upon any Lot. This restriction will not prevent an Owner from renting or leasing Owner's property for residential use. Trade, business, profession and other type of commercial activity is defined as any activity which involves receiving, storing and/or shipping of any inventory of goods to or

from any Lot or part of the Property, as well as any activity which involves or creates dust, noise, dirt, traffic or commotion or any noxious or nuisance type activity.

4. LAWNS AND LANDSCAPING

4.1. Landscaping Plan and Approval.

Before an Owner commences the construction of a Residential Unit, the Owner shall sign an agreement that Owner will submit a comprehensive landscaping plan to the ACB for approval. An Owner may not complete or occupy Owner's Residential Unit until Owner obtains approval of Owner's landscaping plan. The ACB will review the landscaping plan upon completion for compliance with these Restrictions and may deny approval of Owner's landscaping plan based upon the plan not being compatible with surrounding landscaping plans within the subdivision.

4.2. Plan Requirements.

The Owner's landscaping plan can utilize sod as ground cover with landscaped beds or can utilize xeriscape or Florida-friendly landscape practices as described in Florida Statute 373.185 or a combination of both of these.

Regardless of the nature of the plantings on the balance of the Lot, the road right-of-way in front of Owner's Lot must be sodded from Lot line to Lot line and on corner lots sod must cover the road right-of-way from Lot line to Lot line.

The Owner's landscaping plan must depict Owner's Residential Unit, all driveways, walkways, parking strips, and as appropriate, sodded areas, landscaped areas, natural areas, and xeric areas. Owner's landscaping plan shall include a sufficient number of trees and shrubs of sufficient size so as to be compatible with neighboring lots in the Subdivision. Areas of the Owner's Lot which are neither landscaped, nor natural nor xeric must be completely covered with sod. Xeric planting areas shall make appropriate use of mulches.. The landscaping plan shall provide that trees and shrubs will be installed so as not to impair the visibility of traffic. For sodded landscapes, Owner shall provide an underground irrigation system with a built in rain sensor to maintain Owner's landscaping and sod in a healthy, well kept manner.

For xeric landscapes, Owner shall provide efficient micro-irrigation system of drips, misters and sprays with a built in rain sensor, consistent with xeric practices, to maintain the yard in a healthy, well kept manner.

4.3. Installation Completion.

Owner shall install Owner's landscaping in accordance with the approved landscaping plan. Minor variations, such as the shape of landscape beds, may be made to the landscaping plan during installation so long as the minor variations do not substantially deviate from the approved landscaping plan.

Sod or xeric/Florida-friendly landscaping installations are to be completed before the date the Owner obtains Owner's Certificate of Occupancy from Citrus County and before Owner begins occupying Owner's Residential Unit.

Due to inclement weather conditions, owners installing sod or xeric/Florida-friendly landscape plans, as defined in FS Section 373.185 of Florida Statutes, may request in writing an extension of up to three months from the date Owner obtains Owner's Certificate of Occupancy from Citrus County to complete the installation.

5. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF RESIDENTIAL UNIT

5.1. Application and Submittal.

In order to insure that all construction within the subdivision will preserve a high standard of construction, no Residential Unit, pool or addition may be developed, erected, placed, or constructed on any portion of the Property until a set of Citrus County approved plans of the working drawings and specifications, including a certified land survey and legal description executed by a State of Florida registered surveyor is submitted in a building permit application to the ACB for approval. A site plan showing the location of the Residential Unit, terraces, patios, walls, fences, driveways, property lines, poles and setbacks shall also be submitted. Owner's application shall also include the requisite permit fee, an affidavit of building restrictions, landscape and irrigation plans, (or a signed landscaping agreement), a copy of Owner's Citrus County building permit, a 1/4" scale drawing of the proposed Residential Unit noting the Residential Unit's square footage broken down into total square footage and living space square footage, a description and color of roofing material, exterior Residential Unit paint color including trim color and Impervious Surface Ratio calculation.

5.2. Construction Standards.

5.2.1. Garages.

All garages must be attached to the Residential Unit and must provide for a minimum of two cars.

5.2.2. Roofs.

Roofing material must be architectural grade with minimum of 25 year grade, certified to wind load requirements of the Florida Standard Building code. Colors must be compatible with the Residential Unit color. Roof pitch must be a minimum of 6/12 pitch on all residential units and a minimum of 5/12 on all villas.

5.2.3. Impervious Surface Ratio.

The area of Impervious Surface on Owner's Lot shall be a maximum of 50% of the total surface area. Owner shall provide this calculation with Owner's permit application.

5.2.4. Exterior Residential Unit Color.

Exterior Residential Unit color shall be neutral, earth-tone or pastel. Trim colors may be of brighter hues, compatible with Residential Unit colors. Prior to

repainting the exterior of a Residential Unit, owner shall obtain a permit issued by the Architectural Control Board (ACB).

5.2.5. Driveway and/or Walkway Color.

Untinted or uncolored cement is preferred by the Association, however if Owner's prefer to tint, paint or color Owner's driveway or walkway, such color must be neutral, earth-tone, or pastel. Owner's driveway or walkway may only be constructed of either concrete, brick pavers or brick. Paint color may not be changed from its original approved color without an ACB permit.

5.2.6. Accessory Buildings.

Accessory or additional buildings are prohibited within the Subdivision.

5.2.7. Construction Corral or Dumpster.

A construction corral or dumpster shall be placed upon Owner's Lot during construction after the Residential Unit slab has been poured and the blocks have been laid.

5.2.8. Carports.

Carports are permissible within the Subdivision so long as such are attached to the Residential Unit and are constructed of the same exterior material as the Residential Unit.

5.2.9. New Building Height.

Any new building constructed on any Lot may not exceed 35 feet in height.

5.2.10. Underground Electrical Service.

All Residential Units shall have underground electrical service from the utility pole to the Residential Unit.

5.2.11. Silt Construction Barrier.

Each Owner shall ensure that a silt barrier is placed around no less than three (3) sides of Owner's Lot at the Lot lines prior to Residential Unit construction.

5.2.12. Residential Unit Fascia.

The fascia on all new Residential Units shall be no less than six inches (5½").

5.2.13. Residential Unit Numbers.

All new Residential Units shall have an illuminated Residential Unit Number.

5.2.14. Residential Unit Design.

Each new Residential Unit shall have no less than four (4) outside corners on the front elevation, not including corners on post or columns.

5.2.15. Decorative Trim or Banding.

Each new Residential Unit shall include decorative trim or banding around windows or doors that has a minimum projection of ½ inch.

5.3. Review Procedures.

The ACB will review the submittal for compliance with these Restrictions and the ACB Building Standards and Procedures outlined in the ACB manual. The ACB may deny a permit for not complying with the terms and conditions of these Restrictions.

5.4. Construction Commencement.

No Owner may begin construction, including Lot clearing or landscaping, until Owner receives an Association building permit. No land may be changed from its natural state and no clearing or harvesting of trees may occur prior to the issuance of an Association permit. Permit boards must be placed on the Lot immediately following the clearing of the Lot.

If, for any reason, the lot is cleared and construction has not begun within three (3) months of clearing, the lot is to be sodded, or seeded with drought tolerant grass such as Bahia. Vacant lots must be mowed at least six (6) times during the growing season. All expenses for implementing this will be the responsibility of the owner.

If uncompleted construction is abandoned, (no work activity for six (6) months) the owner is responsible for removal of the elements of construction presently in place and for the replanting necessary to return the Lot to a near natural state.

Property owners and/or builders who currently hold a CVPOA permit on a site which is in a condition of abandonment, cannot be approved for new construction on another site until the abandoned property is brought into compliance with the preceding paragraph.

5.4.1 Casualty Clause.

In the event a residential unit or any portion thereof is damaged or destroyed, it shall be the duty of the owner thereof, with all diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be started within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurred unless prevented by causes beyond the control of the owner(s). Plans and specifications for the repair and reconstruction must be approved by the Architectural Control Board.

If restoration is not feasible, demolition must commence within the six (6) month period and the Lot returned to a natural site.

5.5. No Encroachment.

Neither Owner nor Owner's contractor's or contractor's agents may encroach into the Association Common Areas or Owner's neighbor's property. Any such encroachment will be considered a trespass and will be treated as such.

5.6. Contract Requirements.

Owner's contractor shall be a regularly employed bona fide building contractor duly licensed by applicable governmental authorities.

5.7. Swimming Pools.

An in-ground swimming pool may be built during or after the construction of an Owner's Residential Unit provided that a certified land survey depicting the proposed pool location and including all of the previously identified site plan requirements is submitted for approval. Swimming pools shall be located within a fully screened enclosure. Above ground swimming pools are prohibited within the Subdivision with the exception of portable wading pools, not exceeding eight feet in width and one foot in depth.

5.8. Post Construction Repairs, Modifications or Alterations.

An Owner may not make modifications, including changing any exterior color, or alterations to the exterior appearance of Owner's Residential Unit without ACB approval. No alteration may be made which would incorporate non-living areas such as garages, verandas, storage rooms and the like, into the living area square footage without a County permit and an ACB permit.

5.8.1. All additions to an original Residential Unit shall be structurally attached to the Residential Unit and shall be constructed of the same material and painted the same color as the Residential Unit.

5.9. Application Fee.

The Association may charge an administrative fee as set by resolution of the Board of Directors for each permit application. This administrative fee is payable by an Owner as a condition of approval.

6. MINIMUM SQUARE FOOT AREA, SETBACKS AND EASEMENTS

6.1. Minimum Square Foot Area.

No building with less than 1,900 square feet of living area shall be erected on any Lot. Living area square footage shall be determined by multiplying the outside horizontal dimensions of the building or structure at each floor level. Garages, roofed screen porches and the like will not be taken into consideration when calculating the minimum square footage. All buildings erected or constructed on a Lot shall conform in area and setback limitations to the following table:

6.2. Easements - all construction:

Street- 10 feet

Back- 10 feet

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

6.3. Setback:

Street- 25 foot minimum, except that on lots of 150 feet or greater in depth, the front setback requirement shall be a minimum of 50 feet.

Back- 10 feet.

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

7. VEHICLE STANDARDS AND VEHICLE PARKING.

7.1. Definitions.

The following definitions apply wherever the term appears in this section.

7.1.1. "Passenger Automobiles" means those vehicles which are primarily, used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans. It also means certain enclosed sport utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover and similar vehicles, provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding off-road tires, roll bars and similar apparatus unrelated to conventional passenger use of the vehicle.

7.1.2. "Vans and Light Pick-up Trucks" means vehicles one (1) ton or less rated weight carrying capacity, which is used solely as a passenger vehicle and not as a commercial vehicle.

7.1.3. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.

7.1.4. "Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

7.1.5. "Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used for permanent residential dwelling.

7.1.6. "Motor Home" or "Recreational Vehicle" means any vehicle which is self-propelled, built on a motor vehicle chassis, and which is primarily manufactured, designed, marketed and used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, rest room facilities and full cooking facilities are motor homes.

7.1.7. "Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying persons or property.

7.1.8. "Trailer" means any vehicle or device which is manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

7.1.9. "Off Drive Parking" means vehicle parking, whether Owner's vehicle or Owner's guest's vehicle on or in any location other than Owner's paved driveway.

7.2. Parking.

Passenger automobiles, vans and light pick-up trucks may be parked at a Residential Unit at any time. No parking is permitted upon Owner's lawn at any time. Boats, trailers, motor homes, recreational vehicles, campers and commercial vehicles may only be parked within the Subdivision as follows:

7.2.1. Out of town visitors or guests traveling with or in a boat, trailer, motor home, recreational vehicle, or camper may park such upon any Lot for a period of not more than forty-eight (48) hours.

7.2.2. Owners loading or unloading a boat, trailer, motor home, recreational vehicle, or camper may park such upon Owner's Lot for a period of not more than forty-eight (48) hours.

7.2.3. Owners washing or cleaning Owner's boat or boat trailer may park such upon Owner's Lot while directly performing such tasks and only during the hours of 6:00 a.m. and 9:00 p.m.

7.2.4. Owner's performing permitted remodeling tasks may keep a construction vehicle or a vehicle directly related to such activity upon Owner's Lot while such activity is being conducted.

7.3. Non-Operational Vehicles.

Non-Operational vehicles are prohibited within the Subdivision for any period in excess of seven (7) days. Non-Operational vehicles include but are not limited to vehicles that cannot be operated and vehicles that are not currently licensed. As used in this section, the term licensed means that the vehicle display, at all times, a license plate or license tag including an indication that the vehicle is currently registered within the State of Florida, or other state. Any vehicle that remains in the same place for twenty-one (21) consecutive days shall be presumed to be non-operational.

7.4. Service Vehicles.

Service vehicles may be temporarily parked in designated parking areas when providing goods or services to Owners or the Association. In no event may the service vehicles remain overnight except in the case of an emergency.

7.5. Enclosed Parking.

Any vehicle, trailer or other vehicle which is otherwise prohibited herein may be parked inside an Owner's enclosed garage provided the garage door remains closed. A carport does not constitute a garage for the purposes of this restriction.

7.6. Vehicle Maintenance.

Vehicle maintenance is not permitted upon or adjacent to any Lot. Vehicle maintenance may include but is not limited to, oil or other engine fluid changing, engine maintenance or repair and body maintenance or repair. Vehicle maintenance does not include vehicle washing, interior cleaning, waxing, checking fluid levels or emergency repairs such as changing a flat tire.

8. WALLS AND FENCES

8.1. Prohibited Walls and Fences.

Walls or fences are prohibited in the front yard of any Residential Unit within the Subdivision. Front yard means the area of a Lot included between the side Lot lines and between the front of the Residential Unit and the road right of way.

8.2. Permitted Walls and Fences.

An Owner may install a permitted fence so long as Owner obtains an Association permit prior to the fence installation and so long as the fence:

8.2.1. does not exceed four (4) feet in height measured from the existing, pre-construction Lot elevation; and,

8.2.2. is not chain link or wire with the exception of the Association's boundary security fence as approved by the Board of Directors.

8.3. Necessary Retaining Walls.

Retaining walls required to control ground erosion may exceed three (3) feet in height and may extend beyond the front of the Residential Unit where the Lot elevation differential necessitates such retaining walls. Owner is required to obtain an Association permit prior to the construction or installation of a retaining wall.

9. ANIMALS AND PETS

No animals, including farm animals, birds or reptiles of any kind may be raised, bred or kept on any Lot except as provided in this paragraph. Dogs, cats and other domestic, household pets may be raised, bred or kept provided they are not raised, bred or kept for a commercial purpose and provided that the animal is not a dangerous animal as defined by Florida Statutes. No animals, birds or reptiles may be kept in a manner that is a nuisance or that is offensive to the Subdivision. All animals must be kept inside Owner's Residential Unit during hours of darkness. Whenever away from Owner's Lot and within the Subdivision, Owner's animal must be kept on a leash within Owner's complete control.

10. DRILLING, OIL, ETC.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. Additionally, no oil wells, tanks, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structures designed for use in boring for oil or natural gas may be erected, maintained or permitted upon the Property.

11. GARBAGE CONTAINERS/STORAGE TANKS

11.1. Garbage Containers.

All garbage or trash containers must be stored underground. Underground containers may not be placed or installed within an easement area or within a setback area. Owners must ensure garbage collection is made at the underground containers. Leaves, grass clippings and yard waste may be placed curbside for collection no earlier than 5:00 p.m. the evening prior to the date of collection.

11.2. Storage Tanks.

Oil tanks or bottle gas tanks must be placed underground or placed in an enclosed area next to a Residential Unit so that the tank is not visible from adjoining properties. Storage tanks may not be placed or installed within an easement area or within a setback area.

12. SIGNS AND DISPLAYS

Outdoor signs of any type or construction are prohibited within the Subdivision with the exception of "Permit Boards." These must be placed on the Lot immediately following the clearing of the Lot.

This prohibition does not apply to one (1) "For Sale" or one (1) "For Rent" sign per Lot so long as they are on 1/8" wire supports no higher than 24". These signs must not exceed 6" x 8". A single "Rider" sign no larger than 2" x 8" stating either "Pending" or Realtor's name may be attached to the "For Sale" or "For Rent" sign. They must be placed within the boundary of the Lot. In addition, this prohibition does not apply to one (1) "Open House" sign so long as it does not exceed 2' x 2' and is used with the property owner or a licensed sales agent in attendance and removed at the end of the scheduled "Open House." "Open House" signs may be placed only on Saturdays and Sundays.

To comply with Florida State Statute 720.303.1, notification of all meetings held by the Association and Board of Directors must be displayed, thereby permitting any signs erected for this purpose.

13. EASEMENT AREAS

There is reserved unto the Grantor, its successors or Assigns a utility easement area of seven and one-half feet (7 ½ ft.) along the side Lot lines and an easement area of ten feet (10 ft.) along the front and rear Lot lines of each of the Lots within the Subdivision. This easement area may be used for utilities, surface drainage, and for any purpose relating to the development of the Property including development that Grantor may not have the obligation to install. Grantor, its successors or Assigns may abandon any easement area at any time by recording an appropriate instrument indicating Grantor's intention to abandon the easement area.

14. RESIDENTIAL UNIT AND LANDSCAPING MAINTENANCE

14.1. Residential Unit Maintenance.

All Residential lots and all other improvements to the Property, when completed, shall be maintained in a like-new condition and shall be kept adequately and appropriately painted. Improvements may include painted sidewalks, driveways and tile roofs.

14.2. Landscaping Maintenance.

Xeriscaped yards, using native drought tolerant plantings, are to be maintained with the annual replenishment of mulch, trimming of dead or broken limbs or branches of trees/shrubs, and checking and cleaning of micro-irrigation system heads and filters.

Sodded areas are to be irrigated sufficiently to remain green during the growing season and must be mowed and edged regularly throughout the year. Insect control in the sod must be promptly applied until insect damage is cured. These activities are to be performed on an ongoing basis even during an owner's absence from the property.

Weeds, underbrush and dead vegetation are to be removed promptly and regularly from developed Lots. No refuse pile may be placed or allowed to remain upon any Lot.

Plants, sod, shrubs or other landscape features that die are to promptly be replaced with plants or sod appropriate to the location to maintain the well-kept appearance of the property.

15. NO TEMPORARY BUILDING

No tents and no temporary building may erected or placed upon any Lot for a period of time in excess of forty-eight (48) hours.

16. COMMON AREA

16.1. Definition.

Pedestrian Walkways, Common Areas or strategically located easements are designated "Y" on the Plat and will hereinafter be described as Common Area. Each Owner has an equal and undivided interest in all Common Areas located within the Subdivision as indicated on the Plat. Further subdivision of the Common Areas is prohibited. Owner's interest in the Common Areas is appurtenant to each Lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the Lot. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Lot, even though such an interest is not expressly mentioned or described in the conveyance or other instrument even though such an interest is not expressly mentioned or described in the Conveyance or other instrument. Grantor and each subsequent Owner waive the right of partition of any interest the Common Areas. An Owner may freely convey an interest in a Lot together with an undivided interest in the Common Areas subject, however, to Grantor's reserved rights in the Common Area. All Owners shall have, as an appurtenance to their Lot, a perpetual easement for ingress and egress from their Lot over and through the Common Areas, in common with all other Owners. It is Grantor's intent that the Common Areas are a private area for the exclusive enjoyment of the Owners and their guests, subject to Grantor's reserved rights subject to the following restrictions:

16.1.1. Motorized Vehicles Prohibited

Motorized vehicles of every description shall be prohibited access to or progress over the Common Area. Transportation devices, in addition to walking, shall be limited to bicycles and horses.

16.1.2. Activities Prohibited

No one may add, remove or cut trees or plants within the Common Area. No one may place any permanent or temporary fixtures, including but not limited to, buildings, benches, barbecue pits or other structures within the Common Area. Owner's shall ensure that Owner's pets are not destructive within the Common Area.

16.2. Future Development.

Anything contained herein to the contrary notwithstanding, Grantor reserves the right and privilege to dredge, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches, stables, and other structures deemed by Grantor desirable within the Common Areas. Grantor additionally reserves the right to install landscaping or to make other improvements necessary to complete development of the Subdivision and Common Areas and to maintain the improvements utilizing the appropriate equipment to do so.

16.3. Assessments, Costs and Fees.

The cost of maintenance and improvements such as landscaping, stables, bridges, paths, buildings or lakes and the costs of improvements that may be added from time to time shall be the responsibility of the Owners and shall be accomplished in the following manner: Upon completion of development of the Lots and the Common Area Grantor shall undertake to maintain the Common Areas. The actual cost of such will be divided equally among the Owners and a lien shall arise in favor of Grantor and against any purchaser for the full amount chargeable to the Lots. Any Owner that owns a ½ Lot will be assessed ½ of the amount assessed against each Lot for that ½ Lot. The amount payable is due upon the rendering of the bill by Grantor. This lien shall be enforceable by Grantor in law or in equity according to the provisions of Florida law, including but not limited to the Mechanics Lien Law. On or before June 25, 1988 Grantor formed non-profit corporation under laws of the State of Florida, whose duty will be to undertake the maintenance of the Common Area and shall at that time assume the rights reserved unto Grantor stated in this paragraph, it being understood and agreed that ownership of each Lot shall represent one membership in said corporation; provided however, Grantor reserves the right to establish reasonable standards to be followed by the Association in the maintenance of the Property. Each Owner shall be a member of the Association. Each Owner will have all the privileges, rights, responsibilities and liabilities according to Owner's undivided interest in only that village in which the lot is located. The Association shall have those powers generally granted to not-for-profit corporations and such other and further powers deemed necessary in its operation and maintenance of the Common Properties including, but not limited to, providing for security service, mowing road shoulders, and promoting the general well being and harmony among the Members.

16.4. Administrative Fees.

Grantor may levy an administrative fee, as set by Board resolution, to recoup its costs incurred in the administration Lot transfers.

16.5. Criteria Regarding Entranceway Common Areas.

The Association has acquired title to real property located at the entranceway to the Subdivision identified as Block 139, Lots 1-8, inclusive and Block 1, Lots 1-7, inclusive, together with a parcel described as Parcel 10, not lying within the subdivision consisting of approximately eight (8) acres lying immediately adjacent to U. S. Highway 19, upon which the business/sales office of Sugarmill Woods, Inc., was formerly located. The Association holds title to the described properties as Common Areas and the Association shall utilize the eight (8) acre parcel to conduct the affairs of the Association in its normal business. The purchase price and all costs and expenses of acquiring the described properties, together with the expense of maintaining, repairing and replacing the properties, or otherwise dealing with the properties, as permitted by these Restrictions, shall be deemed a common expense among all Owners. By adoption of this provision, it is the intent of the membership to not only clearly specify that such expenses are proper common expenses, but also to ratify and approve a special assessment levied by the Association for these purposes, and for the Association's reallocation of existing reserve funds that were used in part to acquire the properties.

16.6. Association Common Property on CR 480.

The Association shall have authority to acquire title to real property donated to the Association by the Women of Sugar Mill Woods described as:

Commence at the NW corner of Tract T.C. Sugarmill Woods, Plat Book 9, Pages 86-150, Plat Book 10, Pages 1-150 and Plat Book 11, Pages 1-16, Public Records of Citrus County, Florida, said point being on the south right-of-way line of County Road No. 480 (formerly State Road No. 480), said point also being 50 feet from, measured at a right angle to, the centerline of said County Road No. 480, thence S 76°23'40" E along said south right-of-way line, said line being the north line of said Tract T.C. a distance of 305.71 feet to the point of beginning, said point being the NE corner of lands described in O.R. Book 602, Page 1000, Public Records of Citrus County, Florida, thence continue S 76°23'40" E along said right-of-way line a distance of 249.90 feet, thence S 00°00'27" E parallel to the west line of lands described in O.R. Book 864, Pages 393-394, Public Records of Citrus County, Florida, a distance of 639.87 feet, thence S 89°59'33" W 440.00 feet to a point on the east right-of-way line of a 100.00 foot wide Florida Power Corporation easement as shown on said Plat thence N 00°00'27" W along said east right-of-way line a distance of 501.57 feet to the SW corner of lands described in O.R. Book 602, Page 1000, thence N 89°59'33" E along the south line of lands described in said O.R. Book 602, Page 1000, a distance of 197.12 feet to the SE corner of lands described in O.R. Book 602, Page 1000, thence N 00°00'27" W along the east line of lands described in said O.R. Book 602, Page 1000, a

distance : 197.12 feet to the point of beginning containing 6 acres, more or less.

This Common Area is to be devoted to and intended for the common use and enjoyment of the Owners, their guests and invitees, to the extent authorized by these Restrictions or by the Association. All costs and expenses of constructing the building upon this property together with the costs and expenses incurred in maintaining, repairing and replacing the building or property, or otherwise dealing with the property, shall be deemed a common expense among all lot and unit owners located within Sugarmill Woods Subdivision, Cypress Village. By adoption of this provision, it is the intent of the membership to clearly specify that such expenses are proper common expenses.

16.7. Fire Prevention/Underbrush Removal.

In order to promote fire safety in the Common Area, Owners may remove dead ground vegetation after receipt of an Association permit allowing such. The Association will inspect the areas to be cleared prior to any dead ground vegetation removal. No one may clear more than twenty-five (25) feet from a rear Lot line. No live vegetation may be uprooted except for Smilax, Kudzu or Palmetto. Any removal activity not described herein is prohibited.

17. GARAGE SALES, YARD SALES AND ESTATE SALES

Garage sales and yard sales are prohibited within the Subdivision

Estate sales are permitted: Owner must register at the A-frame office and obtain a permit for a three (3) day estate sale. Estate sales must be conducted within the Residential Unit.

18. LEASE RESTRICTIONS

An Owner may not lease or rent Owner's property for a period of less than fourteen (14) consecutive days and may not lease or rent Owner's property more than two (2) times in any thirty (30) day period. An Owner may not lease or rent individual rooms within Owner's Residential Unit.

19. OPEN FIRES PROHIBITED

There shall be no burning permitted at any time in the common area or upon any Lot. This prohibition extends to open pits, barrels, incinerators and any other type of burning. This prohibition shall not apply to gas or charcoal grills that are routinely used for cooking.

20. RIGHT OF GRANTOR

Grantor reserves the right to itself, its agents, employees, contractors and subcontractors, dealing with Grantor, to enter upon any portion of the Property for the purpose of maintaining or making modifications to the Property, including but not limited to any dredging, filling, grading or drainage installation, water or sewer lines or other underground utility lines. These reserved rights also apply to any additional improvements which Grantor has the right but not the duty to install, including but not limited to any streets, curbs, gutters, beautification projects or other improvements. Grantor will restore any disrupted property to its post construction condition upon completion of any improvements completed by Grantor.

21. WAIVER OF RESTRICTIONS

Grantor's, its Successors or Assigns' failure to enforce any provision within these Restrictions or its failure to enforce any covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter the right as to the violation or as to a breach or violation occurring prior or subsequent thereto.

22. REMEDIES FOR VIOLATIONS/FINES AND PENALTIES

22.1. Construction or Activity Without Permit.

Any actions taken upon any Lot without first obtaining an Association permit, where one is required, will be considered a violation of these Restrictions. Such activities may include but are not limited to clearing land, removing trees, erecting an accessory structure, encroaching into the Common Area, or destroying portions of the Common Area.

22.2. Remedies for Violations.

Any Owner or the Association may proceed with an action at law or in equity to compel compliance with the terms, conditions, restrictions or covenants contained herein and to prevent the violation or breach of any of them. The Association shall have the right to recover from the violating Owner all costs, including attorneys fees, incurred by it to enforce any term, condition, restriction or covenant contained herein, including those incurred prior to judicial proceedings. Said fees and costs shall be individually assessed and collectible against an Owner in accordance with these Restrictions relating to assessments, including recording and foreclosing a lien against Owner's Lot. In any action brought to bring about compliance with these Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party, including fees and costs of appellate proceedings.

22.3. Curative Measures.

The Association shall have the right, wherever there exists a structure or an activity which violates these Restrictions, to enter upon any portion of the Property, after reasonable notice, where such violation exists and to summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. All costs and expenses, including attorney fees and costs incurred by the Association to gain access to Owner's property and to cure the violation shall be the responsibility of Owner and there shall be a lien placed upon Owner's Lot for the amount of such. The lien may be foreclosed in any manner appropriate in law. The Association may recover its attorney fees and costs associated with the lien and its enforcement.

22.4. Fines.

The Association may suspend for a reasonable period of time the rights of a member or a member's tenants, guests, or invitees, or both to use common areas and facilities and may levy reasonable fines in accordance with §720.305, Fla. Stat. (2004) as that statute may be amended from time to time.

23. INVALIDITY CLAUSE

If any provision of these Restrictions is declared invalid or improper by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

24. ADDITIONAL RESTRICTIONS AND
AMENDMENTS

These Restrictions may be amended at any time by the majority vote of Association members present in person or by proxy at an Association meeting called for the purpose of amending these Restrictions. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than one third (1/3) of the voting interests of the Association. After such proposal, membership approval of a proposed amendment must be by not less than a majority of the voting interests of the Association present in person or by proxy at a meeting duly constituted to consider such amendments.

24.1 The Association shall suspend the voting rights of a member for non payment of annual assessments that are delinquent in excess of 90 days. Voting rights will be reinstated once the overdue assessments including any fines that have accrued are brought up to date.