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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CYPRESS BEND
ARTICLE 5

#Pgs: 9
Trust: 5.00
Deed: 0.00
Mtg: 0.00
#Names: 2
Rec: 37.00
Excise: 0.00
Int Tax: 0.00
Serv: 0.00

Sandy Crawford
Clerk Of Courts, Brevard County

THIS AMENDED COPY OF ARTICLE 5 is made this 5th day
of December, 2000 by Cypress Bend Homeowner's Association

ARTICLE 5 USE RESTRICTIONS AND LAND USE COVENANTS

ARTICLE 5.0 Uniform Plan. Because of certain unique features of the development of the Property, and the continuing necessity to preserve the plan of development, the Developer hereby sets forth restrictions as to the use of the Property, which covenants shall be deemed "run with the land". Developer hereby declares the Property to be committed to the following covenants and restrictions:

(a) Single Family Occupancy. Each Parcel shall be occupied and used by the Owner, his immediate family, guests, invitees, and lessees as defined in Article 1, as a single family residence with no more than two (2) individuals occupying a bedroom and for no other purpose, subject to rights of Developer as set forth herein.

(1) Leases. Entire parcels, but not less than entire parcels, may be leased for minimum term of six (6) months provided occupancy is only by the lessee and his family, servants and guests.

(b) Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No use of any of the Lots shall be permitted where such use involves the emission of excessive odors, vibration, or smoke. No noise shall be permitted to be transmitted from one unit to another. In the event that the Board of Directors determines that any noise is being transmitted to another unit and that such noise is unreasonable (regardless of where that unit is situated in relation to the offending unit) then the Owner of such unit, shall at his own expense, take such steps as shall be necessary to abate such noise to the satisfaction

of the Board of Directors. In the event the Owner of such units fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Parcel Owner shall be liable to the Association for all expenses incurred abating the noise, including reasonable attorneys' fees. The determination by the Association that any activity on any lot is in violation of this section shall be conclusive.

(c) No Use Which Increases Insurance. No Parcel Owner shall permit any use of his Parcel or make any use of the Common Property that will increase the cost of insurance upon the Common Property or upon another unit Owner.

(d) Compliance With Law. All valid laws, zoning ordinances, and regulations of all governmental bodies having or asserting jurisdiction and all Rules and Regulations of the Association shall be observed. The responsibility of meeting the forgoing requirements shall be borne by the party responsible for the maintenance and repair of the Property concerned.

(e) Garbage and Trash Disposal; Storage or Display of Materials.

(1) No garbage, refuse, trash or rubbish shall be deposited except as permitted herein. All garbage containers shall be kept within the Unit or otherwise shielded from view from the street and other units except during pick up, if required to be placed at the curb. The containers shall be kept in a clean and sanitary condition while deposited for pick up. All requirements made from time to time by applicable governmental authorities for disposal or collection of waste shall be complied with.

(2) No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. No clothing or cleaning articles shall be hung or displayed on any part of the Parcel.

(3) Storage or display of materials or products, including but not limited to, aluminum cans, plastic containers, pick-up truck tops, motorcycles, bicycles, recreational equipment (Swing sets are not included under this section. Swing sets are covered under Article 5.1, Architectural Control) and automotive parts shall not be permitted on any portion of a Parcel so as to be visible from the street or any other unit.



(f) No Signs. No signs, advertisements, or notices of any type except for ONE (1) "FOR SALE BY OWNER" sign, Real Estate company "FOR SALE" sign shall be displayed on, placed on, or affixed to any part of the Parcel so long as the sign does not exceed two (2) feet by two (2) feet. At no time shall any of these signs be displayed on, placed on, or affixed to any part of the Common Property. Store bought "GARAGE SALE" signs may be displayed at the entrance to the Community, on Common Property for directional purposes, and on the Parcel during the day of the sale and must be removed each night. The Association shall be exempt from all requirements of this subsection (f).

(g) Pets. A Parcel Owner shall not be permitted to keep or harbor in his unit, as pets, animals other than dogs and domestic cats, subject to the following provisions. Such dogs and cats may not be kept for the purpose of breeding or for any commercial purpose whatsoever. Such dogs and cats must be leashed whenever outside the unit. Any Parcel Owner having a dog or cat shall also abide by any rules and regulations promulgated by the Board regarding animals. Other Common household pets kept permanently caged or in a bowl may be kept in the unit, provided such pet is not kept for the purpose of breeding or any other commercial purposes. No livestock or poultry shall be allowed. No animal shall be allowed to create or cause any disturbance or nuisance of any kind. If any animal or pets does cause or create a nuisance or an unreasonable disturbance, the animal or pet shall be permanently removed from the Property within three (3) days from the date the Owner receives written notice to such effect from the Board of Directors.

(h) Filling In Prohibited. No lot or Parcel shall be increased in size by filling in the waters on which it abuts. The elevation of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots, or obstruct the drainage in any manner. This provision shall not apply to the developer, its successors or assigns.

(i) Subdivision of Parcels. No Parcel may be subdivided or partitioned in kind.

(j) Laundry. No portion of the Property shall be used for the drying or hanging of laundry.

(k) Trees. No tree or shrub, the trunk of which exceeds three (3) inches in diameter at one (1') foot above



the natural grade shall be cut down or otherwise destroyed without the prior express written consent of the Board of Directors or its delegated body.

(1) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved in advance and in writing by the Board of Directors or its delegated body.

(m) Exterior Maintenance. Each Owner of a Parcel shall be responsible for maintaining the exterior of each Unit and all landscaping of each Parcel in a neat, attractive, clean and sanitary manner. Exteriors of structures shall be kept in good repair, including shutters, awnings, garage doors, paint, trim and roofs. All yards, bushes, trees and other landscaping shall be kept cut and neatly trimmed and no unsightly growth of weeds, grass or undergrowth shall be allowed. In the event a Parcel Owner shall fail to remedy or take reasonable steps to begin to remedy and such condition within 10 days after notice to such Owner of such a condition, then the Association may, at the Owners expense, take such steps as shall be reasonably required to correct the situation. For purpose of this paragraph, notice may be U.S Mail, hand delivery or posted on the front door of the Property, and the Association's determination of required maintenance shall be presumed correct. In the event the Association shall expend any money to correct a maintenance deficiency under this paragraph, the Association shall be entitled to a lien against the Parcel, which shall be collectable as a special assessment as provided for in Article 7 of the original Declaration.

(n) Restrictions as to Exterior Changes. No change shall be made in the color of any exterior wall, window, awning, door, glass, storm or hurricane shutter or screen of a unit except with the written consent of the Board of Directors.

(o) Antennae. No radio, television or other electronic antenna, aerial, or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property without the specific approval of the Board of Directors.





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(p) Parking. The parking of vehicles in the subdivision is restricted as follows:

(1) Commercial Trucks and Commercial Vans.

Commercial trucks and commercial vans, and all other vehicles other than automobiles and non-commercial vans and trucks, must be parked in garages. Notwithstanding the foregoing, service, delivery, repair trucks and vans may be parked in the Subdivision during regular business hours, as needed for providing services, deliveries or repairs to a Parcel or Owner. In no event shall any of these vehicles be parked overnight in the Project without the specific approval of the Board of Directors.

(2) Travel Trailers, Motor Coaches, Motor Homes, Mobile Homes, Boats. Travel trailers, motor coaches, motor homes and mobile homes, boats and all other vehicles other than automobiles and non-commercial trucks and vans, shall not be parked in the Project at any time unless parked in a garage.

(3) Abandoned Vehicles. No lot or any portion thereof shall be used as a junkyard. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles shall be parked, permitted, stored or located upon any lot in the Project. All vehicles must have current license plates and insurance.

(4) Use of Vehicle or Boat for Living Purposes. No vehicles or boats shall be used for living purposes.

(5) Lawns. No vehicles shall be parked in any lawn, yard or other area not established for vehicular use by the Board of Directors.

(6) Overnight Parking. Notwithstanding anything to the contrary, there shall be no overnight parking in the street of any vehicles.

(7) Disputes. In the event of a dispute concerning the type of vehicles, the manufacturer's classification of the vehicle shall control.



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(8) Vehicle Repairs. Repair of vehicles, changing of oil or antifreeze, or greasing of any vehicle is prohibited outside the unit. Vehicles which leak fluids must be repaired, and any stains must be cleaned from driveways or parking areas. Fluids from vehicles may not be poured or allowed to be poured onto driveways, streets, storm drains, or onto grassy areas.

(q) Fences. Fences shall only be allowed if approved by the Architectural Committee and shall meet the following criteria:

(1) All fences shall be constructed of wood and be shadowbox or board on board design.

(2) No fence shall be allowed forward of the front corners of the Unit constructed on the Parcel.

(3) No fence shall exceed six (6) feet in height, except that fences on Property around the lake (blocks 4 & 5) shall not exceed four (4) feet in height.

(r) General Rules on Common Area. There will be no boating, swimming or wading in the lake. Fishing will be permitted, however small children under twelve (12) must have adult supervision.

(s) Pool Rules

1. Swim at your own risk.
2. No diving, running or horseplay.
3. No food beyond the area of the pool cabana.
4. No pets allowed beyond the pool entrance.
5. Radios or stereos allowed only with individual headphones.
6. No bicycles, skates, skate boards or roller blades allowed beyond the pool entrance.
7. The shepherds hook and the life ring are not to be used or disturbed except in the case of an emergency
8. The gate to the pool must be kept closed at all times.
9. People with open sores are not allowed in the pool.
10. Parents with small children in diapers must use caution and consideration for others in the pool.
11. Children under the age of fourteen (14) must be accompanied by an adult family member eighteen (18) years of age or older.

12. Pool hours are from 8:00 a.m. until 10:00 p.m.--
8:00 p.m. until 10:00 p.m. restricted to adults only.
13. Small beach balls and inflatable swim aids are
allowed for small children.
14. No Styrofoam surfboards.
15. Residents must accompany their guests at the pool at
all times.
16. No glass containers of any kind are allowed beyond
the pool gate.
17. No beverages allowed within four (4) feet of the
waters edge.
18. No climbing over or through the fence to gain access
to the pool.

Some of the above rules are either health & safety regulations from the County or State.

ARTICLE 5.1 Architectural Control. No improvements, including, but not limited to, any fence, patio, deck, terrace, or screened enclosure shall be erected, constructed or removed, nor shall any addition to or any change, replacement, or alteration thereof be made without the prior written approval of the Board of Directors. Additionally, all recreational equipment of a semi-fixed nature such as swing sets, above-ground pools, spas, or accessory buildings or structures, shall require approval by the Board of Directors in accordance with the requirements herein. The Board is hereby authorized and empowered to create written standards, criteria, and specifications governing the procedures for application for and the granting of approval of any proposed improvements. The board of Directors may delegate their authority stated herein to a committee to be formed for the purposes stated herein. No proposed improvements shall be approved which are not in harmony with the external design and architectural scheme of the Project. Prior to any such construction, the Owner shall obtain written approval from the Board of Directors or its designated body.



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5.2 Procedure Before the Board of Directors or its Delegated Body. Prior to the commencement of any work on the premises contemplated for improvement or the placing of any personal property of a semi-fixed nature an applicant must submit to the Board two (2) complete sets of plans and specifications prepared by a professional and drawn to scale for any improvement for a structure of any kind or a plan showing the location of said personal property or landscaping, together with such fully executed application form and fees as may then be required by Board and such additional information as required by this Declaration. No later than thirty (30) business days after receipt of said plans and specifications, the Board shall respond to the application in writing by approving said application, or disapproving said application. In the event the Board fails to respond within the said thirty day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The address of the Cypress Bend Home Owners Association Board shall be: P. O. Box 362261, Melbourne, Florida 32936-2261.

5.3 Application to Developer. Notwithstanding anything contained herein to the contrary, the foregoing provisions of this Article 5 shall not apply to the Developer, its assignees, designees, and agents or any Parcel owned by the Developer until such Parcel is sold.



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IN WITNESS WHEREOF, this Declaration has been executed by the President and Secretary of Cypress Bend Homeowner's Association as of the date first above written.



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CYPRESS BEND HOMEOWNER'S ASSOCIATION

Lakaine Chase
Type Name Lakaine Chase

By:

Sheila Sawyer
Sheila Sawyer
President

Gail Dixon
Typed Name GAIL DIXON

CORPORATE SEAL

Lakaine Chase
Type Name Lakaine Chase
Gail Dixon
Typed Name GAIL DIXON

Robert Ingalls
Robert Ingalls
Secretary



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 5th day of DECEMBER, 2000, by Sheila Sawyer, President, and Robert Ingalls, Secretary of Cypress Bend Homeowner's Association, who are well known to me or who produced FL DL as identification and who did not take an oath.

Errol W. Reid
NOTARY PUBLIC

ERROL W. REID
(Type Notary Name)

My Commission expires: 5-26-2003

(SEAL)

