

**FIRST REVIVED AMENDED AND RESTATED DEED OF RESTRICTIONS FOR
CYPRESS VILLAGE, A SUBDIVISION IN LEE COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS that on June 24, 1977, the original Deed of Restrictions for Cypress Village was recorded in Official Record Book 1207, at Page 242 *et seq.*, of the Public Records of Lee County Florida and was amended as amended and recorded in the Official Records Book 1213, at Page 800 *et seq.*, of the Public Records of Lee County, Florida. The Deed of Restrictions are hereby revived, amended and restated in its entirety.

The land subject to this Amended Deed of Restrictions consists of all of the lots in the certain subdivision known as CYPRESS VILLAGE, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 30, Pages 73 to 74, inclusive. The parcels subject to the governing documents are attached hereto as Exhibit "A" and incorporated herein by reference. The covenants, conditions and restrictions contained impose the following restrictions upon all the lots in the above described subdivision which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all present and future owners.

1. All lots shall be residential lots and no structure shall be erected, altered, placed or permitted to remain on any parcel other than one detached, single-family dwelling not to exceed two stories in height with an enclosed garage. Said garage shall be attached to and made a part of the main structure.

2. No dwelling shall be erected on a land area of less than 7500 square feet. No more than one single-family residence shall be constructed on any one platted lot.

3. No dwelling shall have a ground floor area of less than 1200 square feet exclusive of screen area, open porches, terraces, patios, private garages and servants' quarters or servants' rooms. All houses shall have at least two inside bathrooms.

4. No part of any structure shall be constructed nearer than 25' from the front lot line, 7 1/2' from the side lot line of any interior lot, 20' from the rear lot line or 15' from any lot line along any side street.

5. Easements for the installation and maintenance of utilities and drainage facilities are shown on the plat and are expressly reserved for these purposes.

6. No trailer, shack, garage, barn or other building shall, at any time, be erected and used as a residence or other occupancy temporarily or permanently on any lot nor shall any residence or other occupancy of a temporary character be permitted. Storage sheds will be permitted on the property. If a storage shed is erected, the shed or structure must be placed directly against the residence and must be painted to match the existing residence. Lot owners must apply for and obtain all required building permits before erecting any such storage shed.

7. Prior to start of construction, all builders will submit two copies of complete building plans, including plot plan, to the Association, for the purpose of ensuring that the homes shall preserve a uniformly high standard of construction. No structure shall be erected on any building lot in this subdivision until such plans are approved by the Association. Refusal of approval of plans may be based on any ground including purely aesthetic grounds which in the sole and uncontrolled discretion of the Association shall be deemed sufficient.

8. No rooms may be erected on any lot except where said quarters or rooms are attached to the main structure or to the attached garage.

9. All lawns must be sodded; trees and shrubs shall be placed, cared for and maintained in a manner commensurate with the area development and in accordance with the standards of good landscaping. All lots shall be cared for and maintained in a manner commensurate with the area and in accordance with good maintenance practices.

10. All homes shall have concrete sidewalks 3' in width at property line along streets. All driveways shall be of concrete.

11. All wiring and utilities shall be underground and no television or other antenna visible from the street, with the exception of satellite dishes, shall be permitted unless specific approval is secured from the Association in writing prior to erection. Satellite dishes are expressly permitted.

12. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose no fence, wall, sign, hedge or shrub planting shall be maintained at a height exceeding 6 feet. No fence or wall shall be constructed within the front building setback lines of any lot.

13. No sign of any kind shall be displayed on any lot except for one sign not more than five square feet in size advertising a lot or home for sale or are customarily used by a builder and Association to advertise the property during the construction and sales period. Notwithstanding the foregoing, the Association will allow signs for the best landscaped home of the month, the best holiday home, and signs advertising for the community garage sale so long as the size of the sign does not exceed three square feet.

14. No clothes lines of any kind shall be allowed unless set in removable stanchions, which said clothes line and supporting structure shall be removed when not in use. No clothes line shall be placed as to be visible from the street.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste shall be kept in sanitary containers, properly concealed from the public streets or adjoining lots. No trash or refuse shall be allowed to accumulate so as to be a detriment to the development or create a fire hazard. If such conditions exist, and after proper notice if such condition shall not be corrected, the Association shall have the right to enter upon the premises

and to make such correction at the expense of the owner, and shall be entitled to file a Mechanic's Lien thereon. No incineration or burning of trash and/or garbage shall be permitted.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept or maintained for any commercial purpose and not more than 2 of such animals are kept on any one lot.

17. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

18. No abandoned or inoperative vehicles shall be left on any property.

19. No boats, boat trailers, camper or travel trailer, motor home, mobile home or truck (except pickup trucks) may be kept on any lot except in such a manner as not to be visible from any public street or adjoining lot.

20. All dwellings must be of masonry or frame construction or a combination thereof, and roofs shall be tile, concrete tile, asphalt, asbestos, slate, metal or concrete slab. No flat deck or built up roof shall exceed 25% of the total roof area, unless an exception thereof is approved by the Association in writing prior to the beginning of construction.

21. The Association shall have the right and authority to approve exceptions or variations from these restrictions without the notice or liability to owners of other lots, or any persons or authority whatsoever; and reserves the right to file a deed of variance of restrictions amending or modifying this Deed of Restrictions in the event the Association deems such variance, amendment or modification to be in the best interests of the several property owners.

22. Every person, firm or corporation purchasing a lot in said subdivision shall, by the recording of the conveyance of said property to such person, firm or corporation, be deemed to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

23. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of for a period of 20 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the restrictions in whole or part.

24. To assure the continuance of care and maintenance necessary for the entrance parkway and landscaping; to exercise continued enforcement of these restrictions after such time as all of the lots have been sold and to represent the residents in all matter of concern to the community, the Association has organized, a non-profit association known as the Cypress Village – Coronado Moors Association, Inc. (the "Association"). The Association has all of the powers and privileges for the enforcement of the restrictions herein provided, including the right

of any approval of plans for residential property and the right to exercise any or all of said powers.

25. Enforcement may be by proceedings at law or in equity against any persons violating any covenant or restriction, either to restrain violation or to recover damages, or both.

26. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which said provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officers, and has executed the same on this ____ day of _____, 2015.

WITNESSES:

(Sign) [Signature]

Cypress Village-Coronado Moors Association, Inc.

(Print) CHIN CHIN THOMAS

By: [Signature]
President of the Association

(Sign) [Signature]

ATTEST:

(Print) Brian D. Osborn

[Signature] Susan MacFarlane, secretary

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared JOHN ADLER, who is personally known to me (or who has produced their DRIVER'S LICENSE) and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of MARCH, 2015-2016

NOTARY PUBLIC

My Commission Expires: 6/21/18



BY-LAWS

CYPRESS VILLAGE-CORONADO MOORS ASSOCIATION

ARTICLE 1

Purpose

SECTION 1. The general purpose of this Association shall be the protection and advancement of the mutual interest of its members, the aiding and assisting of the Association's members in the guarding and protection of their respective properties, the improvement and beautification of the subdivision so designated (and all future extensions, including Cypress Village I, Cypress Village II and Cypress Village III, additions or restrictions thereto), the enforcement of the restrictions imposed upon Coronado Moors by the Deed of Restrictions recorded January 26, 1972 in O.R. 792, Page 113, Public Records, Lee County, Florida.

ARTICLE II

Membership

SECTION 1. Membership in the Association shall be open to all those who own homes or lease such property annually or for longer periods in the Coronado Moors Subdivision, Cypress Village I, Cypress Village II and Cypress Village III, and any immediately adjacent areas determined by the Board of Directors to have common interests and problems, all such areas being located in Lee County, Florida. Membership shall be on a household basis, one membership per household. For purpose of this article, a household shall comprise one or more persons residing permanently in the same household.

SECTION 2. Membership in the Association shall be entirely voluntary, and the Association shall have no power to levy assessments against any member.

SECTION 3. Membership dues shall be fixed per year per home or lot at any special or annual meeting, by 60% of the voting members present. Dues will be payable by November 1st of each year thereafter to the treasurer. Dues have been set at \$20.00 per household per year.

ARTICLE III

Membership Meetings

SECTION 1. The Association shall meet semi-annually (November and May.) Meetings shall be held any place that may be prescribed in the notices of such meetings. The membership shall be informed of a meeting ten (10) days in advance. The purpose of such meetings shall be for