



CFN 20130536704  
OR BK 26513 PG 0934  
RECORDED 12/18/2013 12:59:01  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0934 - 936; (3pgs)

This instrument prepared by and upon recordation return to:  
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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND  
RESRICTIONS FOR CYPRESS LAKES PRESERVE HOMEOWNERS ASSOCIATION,  
INC.**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CYPRESS LAKES PRESERVE HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made by Cypress Lakes Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. The Amended and Restated Articles of Incorporation of Cypress Lakes Homeowners Association, Inc. was recorded on January 21, 2004 in Official Records Book 16458, at Page 1381 of the Public Records of Palm Beach County, Florida (the "Articles") and sets forth that the Declaration of Covenants and Restrictions recorded on January 21, 2004 in Official Records Book 16458, at Page 1352 of the Public Records of Palm Beach County, Florida shall be the Declaration of Covenants and Restrictions for Cypress Lakes Preserve Homeowners Association, Inc. (the "Declaration").

B. Pursuant to Article 15.2 of the Declaration, the Declaration may be amended by the Association from time to time upon the execution and recordation of an instrument executed by the Association.

C. Pursuant to Florida Statute §720.306(1)(b), an amendment to the Declaration requires approval of sixty-six and two-thirds percent (66 2/3%) of the voting interests of the Association.

D. This Amendment was approved by sixty-six and two-thirds percent (66 2/3%) of the voting interests of the Association, voting in person or by proxy, at a duly called meeting of the members at which a quorum was attained.

E. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of the Cypress Lakes Preserve Homeowners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this amendment.



2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendments:

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article 8.2 of the Declaration is hereby amended as follows:

8.2 Leases. No portion of a Lot or Dwelling Unit other than an entire Lot and Dwelling Unit may be rented. Owners shall not be permitted to lease their Lot or Dwelling Unit during the first twenty four (24) months of ownership, which twenty four (24) month period shall commence on the closing date thereof or such other date that the Owner obtains title to his or her Lot or Dwelling Unit through any means of conveyance, with the exception that this shall not apply to the Association should it become an Owner of a Lot or Dwelling Unit or enter into an agreement whereby the Association will collect rent from the lease of another Owner's Lot or Dwelling Unit. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provision so this Declaration, the Articles and Bylaws and any applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. The leasing of Lots and Dwelling Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. Owners wishing to lease their Lots and Dwelling Units may, if the Board of Directors of the Association so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of

