

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Jennifer L. Davis, Esquire  
ARIAS BOSINGER, PLLC  
845 E. New Haven Avenue  
Melbourne, FL 32901

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR CYPRESS RIDGE**

KNOW ALL MEN BY THESE PRESENTS:

That, CYPRESS RIDGE COMMUNITY ASSOCIATION HOMEOWNERS ASSOCIATION, INC., a Florida limited liability company, (hereinafter "Association"), pursuant to the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CYPRESS RIDGE originally recorded in Official Records Book 5306, Page 1763, *et. seq.* of the Public Records of Osceola County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certifies that this AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CYPRESS RIDGE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), is properly adopted in accordance with the Declaration. Pursuant to Article XII, Section 12.01(b) of the Declaration, a majority of the members authorized to cast a vote have approved this amendment.

With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect. The attached Amendment shall be deemed effective upon the recording of the same in the Official Records of Osceola County, Florida.

IN WITNESS HEREOF, the Declarant has caused these presents to be executed in its name, this 25 day of January, 2024.

Signed, sealed and delivered  
in the presence of:

CYPRESS RIDGE COMMUNITY  
HOMEOWNERS ASSOCIATION, INC.

Page 1 of 2

Evelyn Castro  
(Sign - Witness 1)  
Evelyn Castro  
(Print - Witness 1) 2735 Pleasant Cypress Cir.  
Kissimmee, FL 34741

By: Alexandra Velasquez  
(Sign)  
Alexandra Velasquez  
(Print) 2010 Still Cypress Dr.  
Kissimmee, FL 34741

President, Cypress Ridge Community Homeowners Association, Inc.

Edwin Hernandez  
(Sign - Witness 2)  
Edwin Hernandez  
(Print - Witness 2) 5728 Major Blvd., Ste. 300  
Orlando, FL 32819

\_\_\_\_\_  
(Sign - Witness 1)

\_\_\_\_\_  
(Print - Witness 1)

\_\_\_\_\_  
(Sign - Witness 2)

\_\_\_\_\_  
(Print - Witness 2)

Attest: [Signature]  
(Sign)

Claudia Botancourt  
(Print) 2762 Pleasant Cypress Cir.  
Kissimmee, FL 34741

Secretary, Cypress Ridge Community Homeowners Association, Inc.

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of January, 2024, by Alexandra Velasquez, as President, and Claudia Botancourt, as Secretary, of CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are  personally known to me or who have  produced \_\_\_\_\_ as identification.



NOTARY PUBLIC  
[Signature] (Sign)

Judith M LORA (Print)

State of Florida, At Large  
My Commission Expires: 6/20/2026

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS FOR CYPRESS RIDGE**

The following amendment is made to Article IX, Section 9.07(a) and (f) and Article IX, Section 21.04(c) and (d) of that certain DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR CYPRESS RIDGE, recorded in Official Records Book 5306, Page 1761, *et. seq.*, of the Public Records of Osceola County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~; and omitted but unaltered provisions are indicated by ellipses):

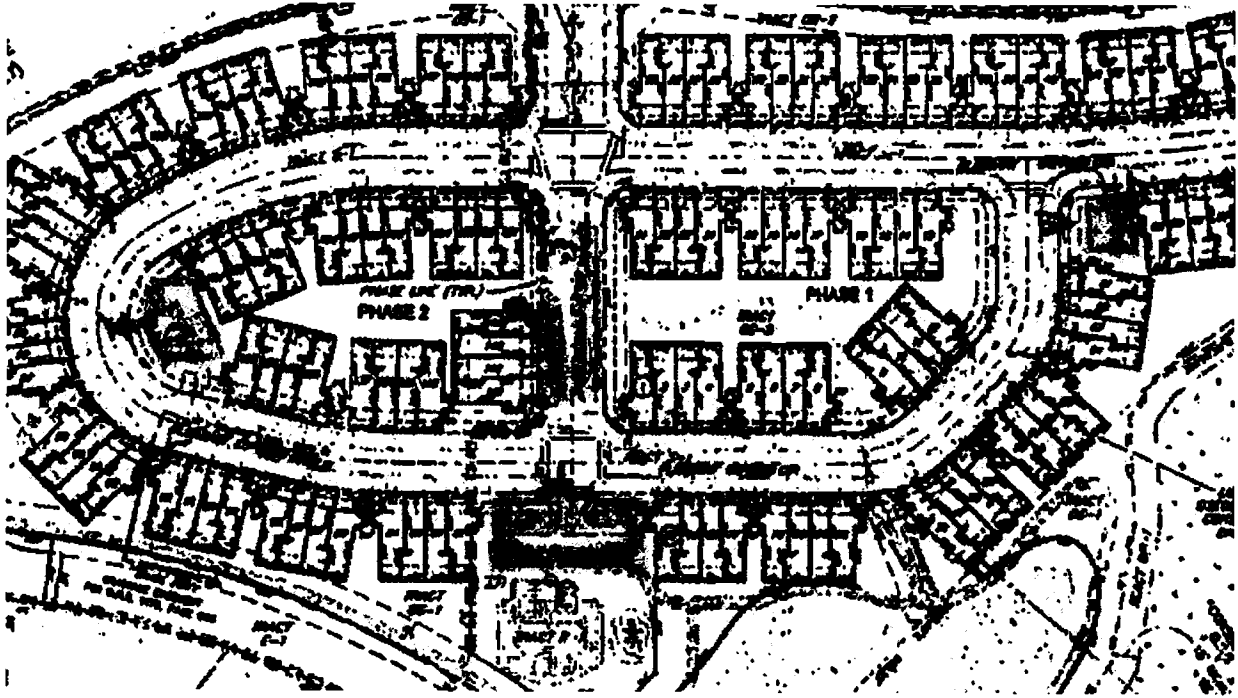
[. ..]

ARTICLE IX  
RESTRICTIVE COVENANTS

**Section 9.07. Restrictive Covenants; Vehicles.**

[. ..]

(a) Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "Prohibited Vehicle(s)"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may change for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARC-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Dwellings. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Dwelling, nor to Prohibited Vehicles which are stored within a Dwelling's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates or any Builder or building contractor designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles. Other allowed parking areas for Owners/Residents and Guests are available on Pleasant Cypress Circle as identified on the below map.



Owners, Residents and Guests may park in any available “highlighted” area above 24/7. No parking shall be allowed for more than twenty-four (24) continuous hours. Automatic towing for street parking during major Holidays will be suspended; unless it is blocking any hydrant, sidewalk, driveway or parked in a fire lane.

[...]

[...]

(f) As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, ~~may~~ shall be towed by the Association at the sole cost and expense of the owner of such vehicle, ~~if such vehicle remains in violation for a period of twenty four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified.~~ The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

“This area intentionally left blank.”

Reasons for automatic towing without notice are as follows:

- Parking in any fire lane at any time
- Parking on driveway apron
- Parking on sidewalk
- Blocking a fire hydrant
- Parking at a stop sign
- Overnight parking of any commercial
- vehicle
- Parked at any "Guest" Parking for more than 24 hours

ARTICLE IX  
RESTRICTIVE COVENANTS

**Section 21.04. Gated Community With Private Streets;  
Common Street Rules: Parking Restrictions.**

1. . . 1

(c) ~~Except for "Short Term Parking" (as that term is defined below), Members/Owners and their family, tenants, guests, visitors, and other invitees may not park on Common Streets and Roads, unless prior approval has been obtained from Declarant or the Association, which approval may be granted, denied, or conditioned by the Association from time to time in Association's sole discretion. Residents of the Community shall instead park all vehicles in their garages or when not possible, in their driveways. For purposes of this Declaration, the term "Short Term Parking" shall mean and be defined as parking, on a non-recurring basis, and for a single period not to exceed five (5) hours in duration during any forty eight (48) hour period. Temporary approval allowing Short Term Parking may be granted by Declarant or the ARC in connection with bona fide current on-going construction of improvements on Residential Property. Declarant shall not be subject to the foregoing restrictions against Short Term Parking.~~

or

Members/Owners and their family, tenants, guess, visitors, and other invitees may not park on Common Streets and Roads, ~~unless prior approval has been obtained from Declarant or the Association, which approval may be granted, denied, or conditioned by the Association from time to time in Association's sole discretion.~~ Residents of the Community shall instead park all vehicles in their garages or when not possible, in their driveways. Temporary approval allowing short-term parking may be granted by ~~Declarant~~ Board of Directors or the ARC in connection with bona fide current on-going construction of improvements on Residential Property. ~~Declarant shall not be subject to the foregoing restrictions.~~

(d) In no event is "Overnight Parking" (as that term is defined below) permitted on the Common Street and Roads ~~without the Association's prior written consent, which approval may be granted, denied, or conditioned by the Association from time to time in the Association's sole discretion.~~ For purposes of this Declaration, the term "Overnight Parking" shall mean and be defined as: (x) any parking on any of the Common Streets and Roads that

tarted prior to or at 11:00 p.m. and that continues past 1:00 a.m.; and (y) any parking on any of the Common Streets and Roads that commences between the hours of 11:00 p.m. and 7:00 a.m. Temporary approval allowing Overnight Parking may be granted by Declarant or the ARC in connection with bona fide current on-going construction of improvements on Residential Property. Declarant shall not be subject to the foregoing restrictions against Overnight Parking.

[...]