DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE

This Declaration was prepared by,
and after recording, please return to:
CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC.
3658 Erindale Drive
Valrico, FL 33594

TABLE OF CONTENTS

1. Recitals…… 3
2. Article I Creation of the Community……..…. 3
3. Article II Definitions …… 4
4. Article III Property Subject to Declaration, Additions Thereto…… 9
5. Article IV Functions of the CDD …….. 10
6. Article V Association Common Maintenance Obligations…….. 12
7. Article VI Membership …….. 13
8. Article VII Obligations……. 14
9. Article VIII Assessments…….. 16
10. Article IX Architectural Control …… 21
11. Article X Easements…….. 22
12. Article XI General Restrictive Covenants……..… 23
13. Article XII Insurance and Hazard Losses …….. 35
14. Article XIII Developer's Rights ……37
15. Article XIV Mortgagee's Rights…… 39
16. Article XV General Provisions…… 40

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS,
FOR Cypress Preserve

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "**Declaration**") is made this _____ day of _____ 2017, by **Cypress Preserve 841, LLC**, a Florida limited liability company ("**Developer**"), joined in by **CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC.**, a Florida not–for–profit corporation (the "**Association**").

The Association is a homeowners association as provided in Chapter 720, Florida Statutes, and is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties in the event the same are not owned and maintained by the Cypress Creek Community Development District (CDD); and to this end the Declarant desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

Declarant has further deemed it desirable, for the efficient preservation of the values and amenities of the community, to create an agency to which should be delegates and assigned the powers of maintaining and administering the common properties and facilities which are or may be owned by Associates and not by the CDD, administering and enforcing the covenants and restrictions, and collecting and disbursing of assessments and charges hereinafter created; and

Every person (as defined herein) acquiring title to an portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

Declarant, as the developer of Cypress Preserve (the "**Community**"), has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration and maintenance of the Community as a planned development, and for the preservation of property values therein.

ARTICLE I.
CREATION OF THE COMMUNITY

Section 1.1 Purpose and Intent. Declarant is the holder of fee–simple title to the Land described in **Exhibit A**. Declarant intends that the covenants, conditions, restrictions and easements set forth in this Declaration shall mutually benefit and burden all Owners of land within the Community, and the provisions of this Declaration shall contribute to the value of every Owner's property, preserve the scenic beauty of the Community's natural surroundings, promote the safe and family–oriented development of the Community, and foster a gracious way of living for all Owners and Occupants of Land within the Community. Every Owner who purchases Land (or any portion thereof) within the Community shall be presumed to have done so in substantial reliance on the provisions of this Declaration.

By recording this Declaration in the Public Records, Declarant intends to establish a general plan of development for the Community and to provide flexible and reasonable procedures for the Community's future expansion and for its overall development, administration, maintenance and preservation. An integral part of Declarant's general plan of development for the Community is the formation of Cypress Preserve of Pasco County Homeowner's Association, Inc., a Florida not–for–profit corporation comprised of all Owners of land within the Community for the following purposes: to enforce the provisions of this Declaration and the other Community Documents.

This Declaration does not, and is not intended to, create a condominium pursuant to Section 718.101 *et seq*., FLA. STAT.

Section 1.2 Binding Effect. By recording this Declaration in the Public Records, Declarant hereby submits and subjects all of the land described in **Exhibit A** to the covenants, conditions, restrictions and easements set forth in this Declaration. The land described in **Exhibit A**, and any of the Additional Land that is made a part of the Community in the future by the recording of one or more Supplemental Declarations, shall be owned, conveyed, leased, encumbered, improved and used subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the title to the land. This Declaration shall be binding upon all Persons or Entities having any right, title, or interest in any land within the Community, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each Owner of any parcel of land within the Community.

Section 1.3 Community Documents. The Community Documents consist of the following: this Declaration; the Association's Articles of Incorporation and Bylaws; the Rules and Regulations described in Article IV; the Architectural Guidelines described in Article VII; and such Resolutions of general application as the Association's Board of Directors may duly adopt in accordance with this Declaration, the Articles and the Bylaws; all as they may be amended from time to time.

The Community Documents apply to all Owners and occupants of land within the Community, as well as to their respective tenants, guests and invitees. If a Unit is leased, the lease shall provide that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Community Documents.

Notwithstanding any other provision of this Declaration, Declarant may record one or more Supplemental Declarations or other declarations of covenants applicable to any portion of the Community that declare additional restrictions or provisions that are more restrictive than the provisions of this Declaration; in such event, the more restrictive provisions shall control.

ARTICLE II.
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ACB" shall mean the Architectural Control Board for Cypress Preserve established in Article VII hereof.

(b) "Articles" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in form attached hereto as Exhibit "B" and made a part hereof, as amended from time to time.

(c) "Assessments" – those payments due pursuant to Article VI, whether General, Special or Villa (as hereinafter defined), or a combination thereof.

(d) "Association" – CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not–for–profit, its successors and assigns.

(e) "Board of Directors" or "Board" – the Board of Directors of the Association.

(f) "Builder" means any person or entity that purchases a Lot from Declarant for the purpose of constructing one or more homes. NVR, Inc, a Virginia corporation, d/b/a Ryan Homes is hereby designated a "Builder"

(g) "Bylaws" shall mean the Bylaws of Association in the form attached hereto as Exhibit "C" and made a part hereof as amended from time to time.

(h) "CDD" – shall mean the Cypress Preserve Community Development District

(i) "CDD Common Areas -shall include the real property (including improvements thereon) owned, or to be owned, by the CDD.

(j) "Common Areas" – shall mean all real property interests and personalty within Cypress Preserve designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Cypress Preserve. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features and entrance and other gates, perimeter buffers, perimeter fences, landscaped areas, improvements, roads, gated entry system, lift station, easement areas owned by others, public rights of way, additions, water bodies, irrigation facilities, sidewalks, street lights, commonly used utility facilities and project signage. The Common Areas do not include any portion of any Lot. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

(k) "Common Expense" or "common expenses" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined).

(l) "Common Streets and Roads" shall mean and be defined as the rights of ways of all streets, roads, drives, courts, ways and cul-de-sacs within Cypress Preserve as the same are described in and depicted on the Plat including but not limited to, all paving, curbs, sidewalks, walking trails, bicycle trails, and other improvements, facilities and appurtenances located therein, including street lights and utility lines, conveyed by the Declarant to the CDD, the Association as common areas, or to Pasco County; but specifically not including electrical utility lines, telephone lines, cable television lines, Internet access lines or other utility lines owned by utility companies or other entities.

(m) "County" shall mean Pasco County, Florida.

(n) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(o) "Cypress Preserve" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

(p) "Declarant: shall mean Cypress Preserve 841, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in Exhibit "A" for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT BUILDER WAS NOT AND IS NOT THE INITIAL DEVELOPER OF Cypress Preserve. THE INITIAL DEVELOPER IS THE DECLARANT. THE DECLARANT CONSTRUCTED, IMPROVED AND INSTALLED THE COMMUNITY IMPROVEMENTS IN Cypress Preserve. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT BUILDER HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF DECLARANT, AS THE INITIAL DEVELOPER OF THE COMMUNITY IMPROVEMENTS, OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE BUILDER FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST BUILDER, INCLUDING FOR SUCH LIABILITIES OR OBLIGATIONS.

(q) "Declaration" shall mean this Declaration, together with all amendments and modifications thereof.

(r) "Developer" shall mean and refer to Cypress Preserve 841, LLC, a Florida limited liability company, together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(s) "Dwelling" shall mean and refer to a single–family residence located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words Lot.

(t) "District" – the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(u) "General Assessments" – Assessments levied to fund expenses applicable to all Members of the Association and set forth in Article VI, Section 2 of this Declaration.

(v) "Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

(w) "Home" shall mean a residential home and appurtenances thereto constructed on a Parcel within Cypress Preserve. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided,

however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

(x) "Initial Contribution" , also known as Working Capital Fund, shall have the meaning set forth in Article VI, Section 9 hereof.

(y) "Institutional Lender" – any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.

(z) "Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within Cypress Preserve.

(aa) "Lot" – shall mean and refer to area of real property, which is included in the Property, and is designated as such on a recorded plat or conveyed by the Developer to an Owner, whether or not said lot is improved with a dwelling. A lot may include any portion or portions of any other lots designated and described on the plat when intended to be used together for one Dwelling. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Dwelling".

(bb) "Master Plan" shall mean collectively any full or partial concept plan for the development of Cypress Preserve, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of Cypress Preserve, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

(cc) "Neighborhood" shall have the same meaning as "Village" or "Pod" and may be used interchangeably herein, and shall consist of multiple Lots in a specified area within the Community more specifically set forth on the plat or in an amendment to this Declaration. The term "Neighborhood" may be used interchangeably with the terms "Village" or "Pod".

(dd) "Notice" shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the Bylaws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pasco County, Florida; or

(iii) Notice given in any other manner provided in the Bylaws of the Association.

(ee) "Operating Expenses" shall mean all costs and expenses of operating the Association as defined herein. Operating Expenses may include, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; Common Area maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Expenses by Association. By way of example, and not of limitation, Operating Expenses shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Operating Expenses shall not include Reserves.

(ff) Owner" or "Member" – the record owner, whether one or more persons or entities, of the fee simple title to any Lot..

(gg) "Permit" shall mean Permit No. 43042284.002 issued by SWFWMD, as amended or modified, a copy of which is attached hereto as Exhibit "D", as amended from time to time.

(hh) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Property.

(ii) "Pod" shall have the same meaning as "Neighborhood" or "Village" and may be used interchangeably herein, and shall consist of multiple Lots in a specified area within the Community more specifically set forth on the plat or in an amendment to this Declaration. The term "Pod" may be used interchangeably with the terms "Neighborhood" and/or "Village".

(jj) "Property" – all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article III herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article III hereof.

(kk) "Surface Water Management System" – the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C–4, 40C–40, 40C–42, Florida Administrative Code, which systems shall include but not be limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, under drains, outfall structures and related appurtenances. This term includes exfiltration trenches, mitigation areas,

lakes, retention areas, water management areas, ditches, culverts, structures, damns, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statues. Cypress Preserve Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

(ll) "SWFWMD" shall mean the Southwest Florida Water Management District.

(mm) "Special Assessment" – Assessments levied m accordance with Article VI, Section 5 of this Declaration.

(nn) "Villa Assessment" – Assessments levied in accordance with Article VI, Section 6 of this Declaration.

(oo) "Villa Lots" – Being the 60' wide lots with two dwellings with a common wall (similar to a duplex) being located in Groves and Meadows Villages, inclusive, as shown on the plat. For purposes of the Community Documents, all references to Lots, shall be deemed to include Villa Lots unless the Villa Lots are specifically excluded. All references to Villa Lots shall pertain only to the Lots listed in this paragraph.

(pp) "Village" shall have the same meaning as "Neighborhood" or "Pod" and may be used interchangeably herein, and shall consist of multiple Lots in a specified area within the Community more specifically set forth on the plat or in an amendment to this Declaration. The term "Village" may be used interchangeably with the terms "Neighborhood" and/or "Pod".

ARTICLE III.
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida and is more particularly described as:

See Exhibit "A" attached hereto.

Section 2. Plan of Development.

2.1 Plan. The planning process for Cypress Preserve is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop Cypress Preserve and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms or landscaping or improvements of any type is not a guaranty or promise that such items will remain or form part of Cypress Preserve as finally developed.

2.2 Governing Documents. The Governing Documents create a general plan of development for Cypress Preserve which may be supplemented by additional covenants, restrictions and easements. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any

Supplemental Declaration or other recorded covenants applicable to any portion of Cypress Preserve from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Homes, as well as their respective tenants, guests and invitees as and to the extent provided in the Governing Documents. Any Lease Agreement for a Home within Cypress Preserve shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

Section 3. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the terms of this Declaration. Developer shall also have the right to withdraw property not previously conveyed to an Owner from the terms of this Declaration. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Property, but shall be at the sole option of the Developer. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Pasco County, Florida an amendment to this Declaration which annexes said lands to the terms of this Declaration.

Section 4. Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING Cypress Preserve. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW Cypress Preserve WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

ARTICLE IV
FUNCTIONS OF THE CDD

Section 1. Services. The CDD has been established to fund, construct, install and maintain public infrastructure. The CDD and the Association, to the extent permitted by law, shall work together to ensure the long term maintenance and operation of the facilities in Cypress Preserve. In addition to the powers provided under its charter or state law, the CDD shall provide the perpetual operation and maintenance of the CDD Common Areas as designed on the Plat, on lands conveyed to the CDD, and any additional areas added to the CDD as Common Areas, as follows:

a. Maintenance of CDD Common Areas and all city, county, district or municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the Common Areas. The CDD may adopt standards of maintenance and operation provided by this and other subsections within this Section which are, at the very least, as stringent as those adopted and/or followed by other developments similar to Cypress Preserve.

b. Maintenance of any real property located within the Properties upon which the CDD has accepted an easement for such maintenance by duly recording an instrument granting such easement to the CDD executed and delivered by the owner of such property to the CDD.

c. Maintenance of lakes and water retention ponds owned by the CDD within the Properties, if and to the extent permitted by any authority having jurisdiction thereof. Maintenance as used in this subsection shall include, but not be limited to, the preservation of any lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the CDD.

d. Maintenance of the Surface Water Management System (hereinafter referred to as "SWMS") and Surface Water Management Facilities, lakes, retention areas, culverts, ponds, mitigation areas, and/or related appurtenances which may be located within the Properties.

e. To the extent permitted by law, maintenance of the decorative entranceways to the Properties, if any, and Common Streets and Roads.

f. Maintenance of fences, if any, bordering the Properties and located on CDD Common Areas or over which CDD has a maintenance easement.

g. Maintenance of the exterior surface of walls, gates, or fences, if any, bordering the Properties and bordering the streets within the Properties, including, providing that such structures are located on CDD Common Areas or the CDD has been granted a maintenance easement, walls, gates, or fence which are constructed by any Owner on any Lot;

h. Maintenance of any irrigation facilities servicing land which the CDD is obligated to maintain.

i. Maintenance of the streets, roads, sidewalks, and bike paths lighting for CDD Common Areas, Common Streets and Roads, street and boulevards within the Properties, walking and bike paths and sidewalks, if such maintenance is not provided by a utility company or other third party (but not the Association).

j. The CDD's maintenance of the CDD Common Areas shall specifically include, but shall not be limited to, the conservation areas, parks, open areas, the stormwater management system (and side drains or underdrains) associated therewith, and other facilities including swimming pools, playground equipment, mail kiosks, dog parks, and all accessory buildings.

k. Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the CDD.

l. Purchasing general liability and hazard insurance covering improvements and activities on the CDD Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, and director's and officers' liability and other insurance as the Board of Supervisors deems necessary.

m. Publishing and enforcing such rules and regulations as the Board of Supervisors deems necessary with respect to the CDD Common Areas.

n. Construction improvements on Common Areas and easements as may be required to provide services as authorized in this Article.

o. Maintenance of all conservation areas owned by the CDD or over with the CDD has a Maintenance easement in a clean and natural condition in a manner set forth herein.

p. The CDD shall have the absolute right and privilege to enter the Properties at all reasonable times to correct a defect or abate a nuisance if it shall have given the Owner or Association twenty four (24) hours' notice of the nuisance or defect or of violation of a CDD rule that the Board of Supervisors reasonably believes to be a violation and such has not been corrected.

Section 2. Irrigation. The Declarant may, but shall not be obligated to, install irrigation and sprinkling equipment on CDD Common Areas, or within landscaped rights of way which the CDD is obligated to maintain. The CDD shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense.

Section 3. Gates and Security System. The CDD may construct gates and security entry systems to control the entrance to the subdivision or villages within the subdivision, if permitted by the County. If CDD elects to construct gates and security entry systems, the CDD shall be obligated to maintain, repair, and replace any and all such gates, security systems, or entry systems. If gates or security entry systems are constructed, the CDD, subject to the requirements of law, shall have the right to determine the time and manner in which such gates, security, or entry systems shall be in operation.

Section 4. Maintenance of Permits. The CDD has committed to the perpetual operation and maintenance authorized pursuant to the following Permits: Driveway and Drainage Permits, US Army Corps Permit, Stormwater Management/ ERP Permits, Water Connection Permit, Sewer Connection Permit, and any other permits required by this Property, to be installed and subject to the terms and conditions of each permit and only to the extent any item covered by any permit is not maintained by Pasco County pursuant to a dedication to Pasco County.

Section 5. CDD Authorized to Take Other Action. The CDD may take such other action for maintenance, repair, or payment of costs and expenses with regard to the Properties as the CDD is authorized.

Section 6. Conveyance by CDD. The CDD shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long as the use is consistent with the intended use of such property. Any such delegation or conveyance to any governmental unit shall be only upon the approval and acceptance thereof by the governmental unit.

Section 7. Assessments by CDD. The CDD, in accordance with Chapter 190, is authorized to assess property located within the CDD. CDD assessments may include maintenance assessments to fund operations of the CDD, including performance of the duties described herein. The CDD is also empowered to levy assessments to repay debt incurred constructing infrastructure within and without the CDD boundaries as described in the MPID for Lester Dairy and FCI and CDD establishment ordinance.

ARTICLE V
ASSOCIATION COMMON AREAS MAINTENANCE OBLIGATION

Section 1. Operation, maintenance and repair of common areas. The Association shall provide the perpetual operation and maintenance of the Association Common Areas owned by it, if any, or any property of which the Association has a Maintenance easement, and any additional areas acquired by the Association as Common Areas, if any.

Section 2. Irrigation. The Association may, but shall not be obligated to, install irrigation and sprinkling equipment on its Common Areas, or within landscaped rights of way owned by it, if any. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and shall be a Common Expense.

Section 3. Maintenance Commitment. Notwithstanding any provision to the contrary, the foregoing permanent maintenance commitments shall be binding on the successor and assigns of the Association.

Section 4. Authorization to Take Other Action. The Association may take such other action for maintenance, repair, or payment of costs and expenses with regard to the Properties as the Association is authorized by this Declaration, its Articles, or its Bylaws, so long as the action does not conflict with rights and duties of the CDD.

ARTICLE VI.
CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the same number of votes held by all other Members of the Association plus one; provided. however, that notwithstanding any provision to the contrary, the Developer shall have the right to appoint the entire Board of Directors of the Association until 90 days after 90% of the Lots have been conveyed to Owners other than the Developer, or at an earlier date at the sole discretion of the Developer. At such time, the Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Developer shall have the right, in its sole discretion, to appoint one member to the Board of Directors for so long as the Developer owns at least five percent of the Lots.

Section 3. Common Area Ownership. Developer may retain legal title to the Common Areas so long as it has not turned over control of the Board of Directors to the Owners as specified in Section 2. Within 90 days after such turnover of control, the Developer shall convey and transfer by quit claim deed the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to truces for the year of conveyance and to restrictions, limitations, covenants, conditions, reservations and easements of record.

Section 4. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations may include reasonable monetary fines consistent with any applicable Florida Statute, which shall be levied as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit Pasco County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration. Further, the Association may become a member of a Master Association and a portion of the assessments may be paid to maintain the Master Association.

Section 7. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Sixth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE VII.
MAINTENANCE OBLIGATIONS

Section 1. Common Area Maintenance.

A. By the CDD or the Association. Commencing with the date this Declaration is recorded, except as stated hereinafter, the CDD or the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property located thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any taxes assessed against improvements and any personal property thereon, if any, accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas include but are not limited to entrance features, any wall, fence, or buffer area around the perimeter of the Property, road landscaping, entry landscaping, as well as lake tracts, roads, and recreation areas within the Property. The CDD or the Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements belonging to the CDD or the Association. All such work shall be completed in a manner which, in the sole and exclusive judgment of the CDD Board or the Board of Directors of the Association, is deemed satisfactory.

Section 2. Street Lighting. Developer or the County may (without obligation) establish a street lighting service area taxing unit, street lighting service benefit unit, or similar mechanism, to provide for construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the Street Lighting Area, or by the applicable governmental authority. In such event, the costs incurred by the Street Lighting Area may be billed directly to the Owners or to the CDD or the Association for subsequent assessment to the Owners and Lots. Unless a Street Lighting Area is established for the purpose of maintaining and paying for street lights within the rights-of-ways within the Property, the CDD or the Association shall either (i) maintain, repair and replace such street lights installed by Developer as part of the Work, and pay the electric charges for same, or (ii) contract with the County for installation, maintenance, repair and replacement of such street lights, and pay the electric charges for same, and in either of such events, all costs and expenses incurred by the CDD or Association in connection therewith shall be a common expense of the CDD or Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

Section 3. Lot Maintenance. The maintenance of Lots, other than Villa Lots, shall be the complete responsibility of the Owner and such maintenance shall include the maintenance specified in Section 7 for those Lots identified in Section 7. Villa Lot Maintenance is described in Section 4. All Owners shall maintain their Lots to the edge of the pavement of any roads or rights of way abutting their Lot.

Section 4. Villa Lot Maintenance. The maintenance of Villa Lots shall be the primary responsibility of the Owner. However, the Association shall have certain responsibilities related to exterior maintenance as follows: The Owner shall be responsible for annually cleaning the fascia, eaves, window and door returns, and exterior walls of Dwellings. The Owner shall be responsible for pressure washing the concrete walks and driveways on Villa Lots. The Owner shall own and maintain the irrigation system serving the Villa Lots. The Association shall be responsible for landscape maintenance, lawn fertilization and maintenance and including lawn weed and lawn pest control on Villa Lots. The Owner shall be responsible for periodic repainting of the exterior of the Dwellings. The Owner shall be solely responsible for all other maintenance, pest control, repair and replacement of improvements to the Villa Lot. The Owner's responsibilities include, but are not limited to, maintenance, repair and replacement of all screened enclosures; annual cleaning of fascia, eaves, window and door returns and exterior walls located within any screened enclosure; maintenance, repair and replacement of concrete walks and driveways located on a Villa Lot or on any right of way abutting any Villa Lot; maintenance, repair and replacement of eaves, fascia, window and door returns, roofs, windows, skylights, vents, doors, patios, fences, pools, pool equipment, air conditioning equipment, stucco repairs, exterior lighting and all interior elements of any Dwelling built on a Villa Lot.

A. Villa Roof. Each Villa Unit shares a common roof with one other Unit. It is hereby declared that the roof of each Unit shall be subject to the covenants, restrictions and easements set forth in this Declaration.

B. Duty to Repair. The Owner shall be responsible for the maintenance, repairs and replacement of the roof of each Unit, and shall maintain appropriate hazard insurance to cover the costs of such repairs.

Section 5. Irrigation System. Developer may install a common irrigation system throughout the Common Areas of the Property. If so installed, the irrigation pump(s) and any main irrigation lines shall be the maintenance obligation of the CDD or the Association. The CDD or the Association shall have an easement over the Property, including any Lot, to provide maintenance of such system.

Section 6. Offsite Signage and Landscaping. The CDD or the Association shall have the obligation to maintain any offsite signs which identify the Property and to maintain the landscaping surrounding said signs provided the CDD or the Association has been granted an easement or other legal authority to perform such maintenance and landscaping.

Section 7. Maintenance of Storm Water Drainage Facilities. The maintenance, repair, or replacement of any storm water drainage facility, including lakes, ponds, or retention areas located in Common Areas (not located on a Lot) shall be the complete responsibility of the CDD or the Association except as further provided in this Section.

A. Ponds, lakes, marsh and/or wetland mitigation areas, not located on lots shall be maintained by the CDD and/or the Association in accordance with applicable permits.

B. All facilities including swales, dry ponds within private drainage easements shall be maintained by the lot owner, except that the CDD or the Association will maintain such facilities if located on a Villa Lot. It is the lot owner's responsibility to ensure any fence installed over a drainage easement does not impede any water flow. Should any repairs be necessary in drainage easement areas, then the lot owner is responsible for removal, repair and/or replacement of the fence.

Section 8. Lift Station and Surface Water Management System. Unless and until dedicated or conveyed to a governmental unit, community development district or utility company, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment located as shown on the plats of the Property. The “lakes,” if any, as shown on the plat of the Property constitute portions of the Surface Water Management System for the Property as approved and permitted by the District, and they shall be maintained by the Association or the Community Development District. It is the responsibility of either the Association or Community Development District to operate, maintain and repair the Surface Water Management System and to enforce and when appropriate to levy special assessments or individual special assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance, and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved by the District.

Section 9. Drainage Improvements Within Easements. The Association or Community Development District shall maintain (except as otherwise provided in Section 7 above), repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Surface Water Management System permit issued by the District.

ARTICLE VIII.
ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association general assessments for expenses outlined in Section 2 and Section 9 hereof and special assessments as provided in Section 5 hereof. Villa Lot Owners shall also be deemed to covenant and agree to pay to the Association Villa Assessments for expenses outlined in Section 6 hereof. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. Assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent

conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as an individual special assessment against such Member and further provided that Villa Assessments shall only be assessed against Villa Lots. The full assessment as to each Lot shall commence on (a) the first day of the full calendar month after a certificate of occupancy for the improvement on the Lot is issued, (b) upon the conveyance of the Lot by the Developer, or (c) upon the first occupancy of the improvement, whichever occurs first. No Owner may waive or otherwise escape liability for the assessments for maintenance by non–use of the Common Areas or abandonment of his right to use the Common Areas. The general, special and Villa Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the assessment is made, and which shall be prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto; and (2) the lien or change of any first mortgage of an Institutional Lender as provided in Section 12 hereof; and (3) any mortgage held by the Developer upon the Property, as provided in Section 12 hereof. Assessments shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The lien rights provided herein shall not apply to any portion of the Property owned by the Developer.

Section 2. General Assessments. The general assessments levied by the Association shall be used exclusively for the expenses of the Association. General expenses are any and all charges for the administration of the Association, including, but not limited to: management, accounting and legal fees, postage, utility service to Common Areas, Association insurance, reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration; cable television expenses if any; maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the lift station and the Surface Water Management System as described in Article V, Section 6 and 8 hereof;

Section 3. General Assessments Due Dates. The Board of Directors shall fix the due date(s) for assessments against each Lot. The general assessments shall be payable in advance on the dates or in regular installments over a period of time as determined by the Board of Directors of the Association.

Section 4. Initial Budget. The Developer shall establish the initial budget, which shall be based on a fully developed community. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community. In instances where the Developer or the Board bases the budget on a fully developed community when in fact the community is not so developed, then the budget (and therefore the assessments) shall be reduced by the amount allocated for incomplete amenities or facilities. The assessment shall be for the calendar year, but the amount of the general assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The amount of the general assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future.

Section 5. Special Assessments. A special assessment may be levied against one or more Lots for the following purposes:

A. charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.

B. reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.

C. capital improvements relating to the Common Area.

D. late charges, user fees, fines and penalties.

E. any other charge which is not a general expense.

F. any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

A special assessment required to maintain the Association Property in good condition or to protect the liability of the Association Members may be levied against all Lots by a majority vote of the Board of Directors. Additionally, special assessments against individual Lot Owners for expenses incurred in direct relation to the maintenance or liability associated with that Lot may be levied by a majority vote of the Board of Directors. Other special assessments shall require approval by a majority vote of those members present and voting at a meeting of the membership called in accordance with the Bylaws of the Association. The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment.

Section 6. Villa Assessments. The Villa Assessments shall be levied against Villa Lots by the Association and shall be used exclusively by the Association for expenses related to the Association's performance of the Association's Villa Lot maintenance responsibilities described in Article IV, Section 4. Expenses related to the Association's performance of Villa Lot maintenance include, but are not limited to paying for lawn maintenance and lawn pest control.. Villa Lots are also subject to General Assessments and Special Assessments in the same manner as other Lots in the Community.

Section 7. Trust Funds. The portion of all general assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be the property of the Association as a whole and shall be used exclusively for the purposes designated at the time of Assessments. Each owner acknowledges and consents that such funds are the exclusive property of the Association as a whole and no Owner shall have any interest, claim or right to any such funds.

Section 8. Developer Payment of Assessments. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owners), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by the Developer. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. In addition, the Developer's obligation to fund deficits in the operating expenses of the Association shall terminate at such time as the Developer no longer owns any portion of the Property. Developer's payment of assessments may be by payment of funds, delivery of goods or provision of services to the Association, or any combination thereof.

Section 9. Initial Contribution and/or Working Capital Fund. Developer shall establish a Working Capital Fund for the initial operation of the Association. The fund shall be funded by the Developer collecting from each Lot purchaser at the time of conveyance of each Lot to such purchaser an

amount equal to **three (3) months** of the annual General Assessment for each Lot. For Villa Lots, the amount shall be equal to **three (3) months** of the annual General Assessment and **three (3) months** of the annual Villa Assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Developer, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association. If at the time the Developer no longer controls the Board of Directors there are any funds remaining the in the Working Capital Fund, the remaining funds shall be transferred to the Association.

Section 10. Assessment Roster and Certificate. A roster of the Owners, Lot numbers and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. If the Owner does not reside on the Lot, Owner is required to provide their current mailing address to the Association, together with the names of those residing on the Lot.

The Association shall, within five (5) days of receipt of a written request, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 11. Collection of Assessment; Effect of Non–Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the assessment, or Ten and No/100 Dollars ($10.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay assessments to the Association for the next twelve (12) month period, based upon the then existing amount on the Lot and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the general assessments, for all special assessments, and/or for all other assessments payable to the Association. If the assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Granter the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and all attorney's fees and costs incurred in any non–judicial or judicial action to enforce the lien, and in the event a judgment is obtained, such judgment shall include

interest on the assessment and late fee as above provided, and the Association shall be entitled to attorney's fees and costs in connection with any appeal of any action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Property.

Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

Section 12. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs and attorney's fees provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs and attorneys' fees provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non–judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its

successors and assigns shall not be liable for the assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof, and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof; by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE IX.
ARCHITECTURAL CONTROL

Section 1. Developer Architectural Control. For so long as the Developer owns any portion of the Property, the Developer shall have all powers of the Architectural Control Board as hereinafter set forth.

Section 2. Architectural Control Board. At such time as the Developer no longer owns any portion of the Property, the Architectural Control Board ("ACB") shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the ACB the remaining members shall have full authority to designate a successor. The members of the ACB need not be members of the Association. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB, and may employ personnel and consultants to act for it.

Section 3. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change to a Lot shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB or the Developer shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB or the Developer shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB or the Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements,

and the ACB or the Developer shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or the Developer, as the case may be, or is not made in strict conformance with any approval granted by the ACB or the Developer, the ACB or the Developer shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB or the Developer, and the ACB, Association, or the Developer may pursue injunctive relief or any other legal or equitable remedy available to the ACB or the Developer in order to accomplish such purposes. If the ACB, Association, or the Developer must bring a legal or equitable action to enforce the provisions of the Article or for injunctive relief or other equitable or legal relief, the Owner shall pay the ACB's or Developer's attorney's fees and costs.

ARTICLE X.
EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association, except that those areas delineated, defined, or platted as drainage easements, and easements that are part of any Lot shall not be considered Common Areas to which all Members are entitled to access or are entitled to a permanent and perpetual easement for pedestrian traffic. The foregoing easements are subject to the following:

A. The right and duty of the CDD or the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat of the Property.

B. The right of the CDD or the Association to suspend the voting rights for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the residents and their guests, subject to regulations from time to time adopted by the CDD or Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed by the Developer (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Section 6. Right to Grant or Relocate Easement. The Developer (during any period in which the Developer has any ownership interest in the Property) and the CDD or the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer, the CDD, or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof; or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the CDD and the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the CDD and the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Access and Drainage. The CDD and the Association shall have a perpetual easement for access over or across any Lot to operate, maintain or repair the Storm Water Management System and all drainage easements. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non–exclusive easement for drainage over the entire surface water or Storm Water Management System. No person shall alter the drainage flow of the surface water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the District.

ARTICLE XI.
GENERAL RESTRICTIVERESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. Only one private residential dwelling shall be erected, constructed, placed, or maintained on any one Lot except

for designated Villa lots wherein two adjoining units as constructed on one lot. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Developer.

Section 3. Building Location. Buildings shall be located in conformance with the requirements of Pasco County, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or as assignee. Whenever a variance or special exception as to building location has been granted by the authority designated to do so by the county, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special, exception as to building location shall constitute an amendment of this Section.

Section 4. Living Area. No residence shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms, and carports, shall be equal to or exceed 1,200 square feet. The Developer reserves the sole and exclusive right to determine the minimum square footage requirements of any and all additions to existing property which may be added pursuant to Article III, Section 2, hereof.

The Developer shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations which warrant such reduction.

Section 5. Garage. All single family residences shall have at least a two (2) car enclosed garage (equipped with garage doors that shall be maintained in usable condition) and concrete drive that will provide off–street parking for at least two (2) motor vehicles.

No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the lots or Common Area, whether for dwelling purposes or not, except for loading and unloading purposes.

Section 6. Vehicles.

A. Parking. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Cypress Preserve or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved surfaces comprising the Common Area, including without limitation, any roadways within Cypress Preserve. To the extent Cypress Preserve has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in Cypress Preserve except during the period of a delivery.

B. Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Cypress Preserve for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Cypress Preserve, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

C. Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, boat, trailer, including without limitation, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Cypress Preserve except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or sports utility vehicles or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial

vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within Cypress Preserve. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally no ATV or mini motorcycle may be parked or stored within Cypress Preserve, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.

D. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole 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 if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 6. Landscaping. All residences shall have sodded lawns and basic shrubbery planted along the front of the house except as may be approved for installation of xeriscape landscaping by the ACB. Lawns shall be fertilized, mowed, and edged as needed to maintain the health and appearance of the grass. Landscaped areas shall be weeded, mulched and kept free of dead plants. Trees and shrubs shall be pruned on an as needed basis. No Owner shall remove trees located on said Owner's lot and shall not substantially alter the shape or configuration of any such tree that would cause the premature deterioration or shortening of the life span of any tree. It is the intention of this Section that the trees existing on the Properties shall be preserved and maintained as best as possible in their natural state and condition.

A. Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping within Lots:

1. Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

2. Shrubs. All shrubs are to be trimmed as needed.

3. Grass.

3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. Grass in any portion of an unpaved road right of way that is adjacent to the boundary line of a Lot shall be maintained by the Owner of the Lot from the boundary line of the Owner's Lot to the curb or edge of the paved road right of way. In no event

shall the grass within any Lot or the grass within the right of way area to be maintained by an Owner be in excess of five inches (5") in height.

3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

3.3 Only St. Augustine grass (i.e., Floratam or a similar variety) or Zoysia grass is permitted in the front yards and side yards, including side yards facing a street.

3.4 Mulch shall be replenished as needed on a yearly basis.

3.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

3.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the Hillsborough County Extension Service or The University of Florida IFAS Extension.

3.7 Irrigation. Watering and irrigation will be the sole responsibility of the record title Owner of the respective Lot. Such Owner will be required to water consistently to maintain a green and healthy lawn at all times. Irrigation maintenance will also be the responsibility of the record title Owner of the respective Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. It is the Owner's responsibility to comply with all applicable watering restrictions.

3.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

Section 7. Sidewalks. All residences shall have constructed a sidewalk the width or length of the Lot along road rights–of–way abutting the Lot.

Section 8. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except as may be approved for energy conservation purposes and approved by the ACB.

Section 9. Antenna Dish. No Lot Owner shall install or permit any antenna or satellite or communications dish or receiver larger than 36 inches in diameter upon any Lot or a building on a Lot. Any satellite or communication dish or receiver that is installed shall be installed so that such dish or receiver is not visible from any street, provided, however, that an alternative location may be approved by the ACB if the alternative location is the only location on the Lot at which the antenna dish is capable receiving signals.

Section 10. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot on any additional property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent plat of said additional property, as the same
may be amended from time to time, which plat shall be recorded in the Public Records of Pasco County, Florida.

Section 11. Setbacks. Minimum setback lines shown on the final Site Plan as approved by Pasco County of the Property is not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. The ACB reserves the right to select the precise site and location of each dwelling or other structure on each Lot, and to arrange the same in such manner and for such reasons as the ACB shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on the final Site Plan.

Setback provisions here prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any Lot so requires.

Section 12. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights–of–way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels or transformers for utilities may be installed and maintained above ground.

Section 13. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. Provided, however, any portion of the Property not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition. Any expenses incurred by the Association in carrying out the provisions of this Section and not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article VI, and shall be subject to enforcement as provided in Article VI, Section 11, including awards to the Association for attorney's fees and costs.

Section 14. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Property during periods of construction.

Section 15. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. Except as provided by Section 37 and this Section 15, no sign of any kind shall be displayed to the public view on the Property, without the prior consent of the ACB. Notwithstanding the foregoing, a "For Sale" sign may be displayed by the Owner when the Owner is selling any Lot; provided that the Developer, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view. This Section shall not apply to the Developer for as long as it holds title to any portion of the Property.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 17. No animals of any kind shall be raised, bred or kept within Cypress Preserve for commercial purposes. Other than swine, poultry, vicious breeds and uninsurable pets (e.g., pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep domestic pets as permitted by Pasco County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Cypress Preserve designated for such purpose, if any, or on the Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, service dogs shall not be governed by the restrictions contained in this Section.

Section 18. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 19. Fences; Fencing Specifications. An approved Application is required for all fences. The only allowed styles of fencing in Cypress Preserve are as follows: tan PVC privacy, tan PVC picket or the black aluminum picket fencing and can only be either four (4) or six (6) feet in height. Examples of styles are shown in attached Exhibit "E".

Additional restrictions apply to which all have a lake or pond view, the maximum height of the fence for the rear side yard as well as the rear yard line is four feet (4'). Additionally, the fence needs to transition from the panel located adjacent to the rear of the home down to the four feet (4') height within eight feet (8'). The only style of fencing allowed on these lots along the side lot lines and rear lot lines

are either the tan PVC picket or black aluminum picket fence. Six foot (6') privacy fencing is not be allowed along the side or rear lot lines of these lots.

Fencing shall be constructed on the property lines and enclose the entire rear yard with the exception of lots having extenuating circumstances such as an wetland line or prohibitive easement.

Fencing must not interfere with the flow of drainage in swales or within surface drainage easements. A homeowner who installs a fence within an easement does so at their own risk and the association assumes no responsibility.

Fencing may not be installed in a front yard.

Corner lots may not install fencing in the utility easement along the roadway.

Invisible pet fences are prohibited. Pets are not allowed to run free for any amount of time and need to be secured to a leash whenever they are outside the dwelling.

No chain link fence shall be permitted upon a residential Lot. Chain link fences may be allowed in Common Areas as deemed essential or appropriate by the ACB. All fences shall be constructed of so that all stringers and/or posts utilized in such fencing shall be visible only front the interior of the Lot upon which the same is constructed.

Section 20. Hedges. No hedge shall be erected in the front yard except immediately abutting and along the residence building or as approved by the ACB or as installed by the Developer. The height of any hedge which does not immediately abut and is along a residence building shall be as set or approved by the ACB.

Section 21. Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the County of Pasco for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approve by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P. M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside by Owner.

Section 22. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothes line shall be removed when it is not in use as a clothes line.

Section 23. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, approved gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 24. Utilities. All residential utility services or service lines (including without limitation, electricity, gas, telephone, all types of radio and television lines, cables, etc.) to the Lots shall be underground unless approved by the ACB. However, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the ACB's sole discretion, deemed necessary.

Section 25. Recreational Structures. No outside towers; poles, tree houses, above ground pools, and skate board ramps shall be erected on any Lot. Only portable and removable basketball backboards and goals may be utilized and such backboard or goal shall be stored out of sight while not in direct use. Permanently installed children's play structures must be installed in an area on the lot not visible from any street, and, if the Lot is not fenced, must be screened from view with a landscape buffer to reduce visibility from adjoining lots. Installation of all permanent children's play structures is subject to ACB approval of location and screening prior to installation.

Section 26. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the ACB, no antennas, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 27. County Requirement. Any plat or replat of the Property subject to this Declaration must confirm with the master plan as approved by Pasco County as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

Section 28. Drainage. Unless first approved by the ACB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Area, or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Areas.

Section 29. Pumping, Draining, and Wells. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom. No water well shall be installed, constructed, or dug on any Lot.

Section 30. Leasing. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, “Lease Agreements”) are subject to the provisions of this Section 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner’s sole expense, by legal means

including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred Fifty and No/100 Dollars ($250.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 31. Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Cypress Preserve. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

Section 32. Ponds. Motorized boat, Jet Ski, or other motorized vessels are not permitted in any ponds within the Property, if any. Notwithstanding the foregoing, nothing herein shall prevent the use of motorized vessels by licensed aquatic maintenance professionals in performance of pond maintenance duties pursuant to a contract with the Association.

Section 33. Screen Enclosures. No screen enclosures may be constructed on any Lot except as approved by the ACB and after all necessary approvals and permits have been obtained from all governmental agencies. No screen enclosure may be constructed in any designated building setback area on any Lot.

Section 34. Liens and Attorney's Fees and Costs. Any expenses incurred by the Association in carrying out or enforcing the provisions of the sections of this article, including attorney's fees or costs, not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article VI, and shall be subject to enforcement as provided in Article VI, including Section 11 therefore, and the Association shall be entitled to recover any attorney's fees and costs incurred by it.

Section 35. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Reviewer. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the

expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Reviewer shall not be deemed an endorsement of the effectiveness of hurricane shutters.

Section 36. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Reviewer. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 37. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and/or Builder, administrative offices of Declarant and/or Builder, no commercial or business activity shall be conducted within Cypress Preserve, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Cypress Preserve. No solicitors of a commercial nature shall be allowed within Cypress Preserve, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

Section 38 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within Cypress Preserve. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN Cypress Preserve AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 39. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Section 40 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Cypress Preserve.

Section 41. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, and weather vanes shall be installed or placed within or upon any portion of Cypress Preserve without the prior written approval of the Reviewer. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be

removed not later than January 15th of the following year. The Reviewer may establish standards for holiday lights. The Reviewer may require the removal of any lighting that creates a nuisance (i.e., unacceptable spillover to adjacent Home or excessive travel through Cypress Preserve). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2011), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the Reviewer.

Section 42. Disputes as to Use. If there is any dispute as to whether the use of any portion of Cypress Preserve complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 43. Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the Association; however, the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to Reviewer approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. NOTWITHSTANDING THE FOREGOING, ASSOCIATION, BUILDER AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO OWNERS FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

Section 44. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

Section 45. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Cypress Preserve, including without limitation, any Home or Lot, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such

additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County or municipality in which the flag pole is erected and all setback and location criteria contained in this Declaration.

Declarant and Builder are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builder, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within Cypress Preserve such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

Section 46. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Cypress Preserve without prior written consent of the Reviewer. No basketball backboards, skateboard ramps, trampolines, or play structures will be permitted without the prior written approval by the Reviewer. Temporary basketball equipment and backboards shall not be approved by the Reviewer. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines, except basketball equipment shall be located in the front of the Lot and installed in accordance with the applicable requirements as provided in the Community Standards. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

Section 47. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Reviewer, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the Reviewer.

Section 48. Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Cypress Preserve, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

Section 49. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Cypress Preserve or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the Reviewer.

Section 50. Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Cypress Preserve. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody.

Section 51. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the

Reviewer. Pools with fiberglass shells are prohibited. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the Reviewer; (iii) pool screens must be of a bronze color, made of aluminum and approved by the Reviewer; and (iv) pool screens shall in no event be higher than the roof line of the Home for single-story Homes, no higher than one and one-half (1 ½) stories for a 2-story Home. Pool cages shall not extend beyond the sides of the Home. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without Reviewer approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any waterbodies within Cypress Preserve or adjoining properties.

Section 52. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

Section 53. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

Section 54. Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

Section 55. Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by CDD or Association in their natural state.

Section 56. Window Treatments and Awnings. Window treatments that may be viewed from the roadway shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, reflective film, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Reviewer. Any awning affixed to a Home shall not be affixed to the front or side of a Home. No reflective tinting or mirror finishes on windows shall be permitted. Window treatments and drapes shall be of a neutral color, such as white, off-white or wood tones. Blinds shall be white or brown.

Section 57. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

Section 58. Religious, Holiday and Political Displays. The Association may adopt Rules that reasonably regulate the time, manner and place of displays of religious and holiday signs, symbols and decorations displayed or otherwise visible from outside a Dwelling. Likewise, the Association may adopt Rules which reasonably regulate the time, manner and place of the posting of such signs, including their size and other design criteria.

ARTICLE XII.
INSURANCE AND HAZARD LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all–risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all–risk coverage is not reasonably available, than at a minimum an insurance policy providing fire and extended coverage shall be obtained.

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association and the Directors of the Association. The Association has the authority to use its discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Fidelity Bonds. The Board of Directors of the Association may require fidelity bond(s) be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the Association members prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Areas and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

   a. Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

   b. Deductible. Unless a higher maximum amount is required by state law, the maximum deductible amount is the lesser of $10,000 or 1% of the hazard insurance policy face amount. However, for losses related to a Lot/Dwelling owned by the Association which is covered by a blanket policy, if any, the deductible related to the individual Lot/Dwelling should be the lesser of $1,000 or 1% of the Lot's replacement cost.

   c. Endorsements. If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

C. Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area which is designated as A, AE, AH, AO, Al–30, A–99, V, VE OR Vl–30 on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of $5,000 or 1% of the policy's face amount.

D. Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

E. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non–owned automobile coverage.

F. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

G. Other Insurance. The Board of Directors or the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

H. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of general assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XIII.
DEVELOPER'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until the Developer or its designated assignee has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association shall make any use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Property or other developments of the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for the Developer to replat a portion of the Property. The Developer shall have the right to replat unsold portions of the Property without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

The Developer reserves the right to vacate the streets and street rights–of–way located in and on the property from dedication to the public so that the streets and street rights–of–way become private. The Developer reserves the right to replat, if necessary, the entire property so as to withdraw or vacate the streets and street rights–of–way located in and on the property from dedication to the public so that the

streets and street rights–of–way become private. If the Developer takes such action, the streets, property on which streets are constructed, built, or to be built, and the rights–of–way platted for such streets shall be transferred to the Association and shall become Association property and part of the Common Areas. Thereafter, the Association shall have the responsibility to maintain, repair, and keep all such streets and street rights–of–way in good order. The Association shall assess the costs of such maintenance, repair, and upkeep to the Owners as allowed in this Declaration; such costs shall be added to the Association's budget and charged equally to the Owners; and the Association shall have authority to establish a reserve fund for the maintenance, repair, and upkeep of the streets and street rights–of–way.

If the Developer exercises its right to replat or vacate the streets and rights–of–way as provided in the immediately preceding paragraph, then each Owner absolutely and irrevocably consents to such action without notice or opportunity to be heard in regard to the Developer's action. Upon completion of the replat or vacation of the streets and rights–of–way, each Owner shall immediately execute and deliver to the Association a quitclaim deed or other document (as determined by the Developer or the Association) necessary to transfer, convey, and deed to the Association in fee simple, without compensation of any type or kind, all of the Owner's right, title, and interest in and to any part of any street, easement, or street right–of–way to which the Owner might become the owner or is the owner, or might become entitled to some ownership or easement interest, as a result of the vacation of the streets from public ownership or control to private ownership or control. Each Owner agrees, immediately upon request, to execute and deliver to Developer or the Association, or other person or entity as is appropriate, any document of conveyance or deed necessary to carry out the provisions of this paragraph.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Developer, and such deposit shall be refunded at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Developer be refunded by a utility company or governmental authority at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse the Developer for such payments prior to the time that Owners other than the Developer elect a majority of the members of the Board of Directors of the Association.

Section 4. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent Property and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. Developer may grant easements to Lot Owners adjacent to Common Areas for overhangs, protrusions and encroachments of any portion of the improvements to a Lot which are constructed by Developer. The Developer shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or mortgagee holding a mortgage on any Lot.

Section 5. Assignment of Developer Rights. The Developer shall have the right to assign to any other person or entity any or all of the Developer's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior developer. Acquisition, development or construction lenders acquiring title to the Property or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Developer's rights. Such acquisition, development or construction lender shall have the right to assign the Developer's rights to a subsequent purchaser, regardless of whether or not the Developer's rights were assumed by the lender.

Section 6. Developer Approval of Board Action. In the event the Developer no longer controls the Board of Directors but continues to own a portion of the Property, then the Developer shall

have the right to veto any action taken by the Board if the Developer determines that such action materially and adversely affects the Developer's interest in the community. Action of the Board shall be submitted to the Developer within ten (10) days of adoption of such action. In the event a written veto is not delivered by the Developer to the Board within ten (10) days of actual receipt of the action, then the action shall be deemed approved.

Section 7. Developer's Rights–Amendments. Developer reserves and shall have the sole and exclusive right:

a. To modify and amend these Covenants as may be required by any governmental authority or as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgagee.

b. To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article IX of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Owners or mortgagees.

c. To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee.

d. To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.

e. To amend this Declaration to add additional property to be subject hereto, and which shall be developed in a similar manner as the property described in Exhibit A, which annexation shall be accomplished by the Developer executing and recording in the Public Records of the County in which the subject property is located an amendment executed solely by the Developer.

ARTICLE XIV.
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Property.

Section 1. Notices of Action. An Institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an “Eligible Holder”, will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association

of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XV.
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two–thirds of the Lots and an instrument signed by the then Mortgagees of two–thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy (fax), or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Southwest Florida Water Management District "SWFWMD". The following terms and conditions are specifically included in this Declaration for the benefit of the Southwest Florida Water Management District ("**District**") in accordance with the regulations and requirements thereof and pursuant to the permit issued for the installation of the Surface Water Management System in this Development.

1. The Surface Water Management System shall be located on land that is designated as Common Area, owned by the CDD or the Association or located on land that is the subject of an Easement in favor of the Association, its successors and assigns.

2. The CDD or the Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the surface water or storm water management system shall only be permitted as approved by the District.

   If the CDD or the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for the same.

3. No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alternation, or other modifications to these areas be made without the prior written permission of the CDD, the Association, Pasco County, and the District.

4. No Owner shall in any way deny or prevent ingress and egress by the Declarant, the CDD, the Association, Pasco County, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and Easements therefore are hereby specifically reserved and created in favor of the Declarant, the CDD, the Association, the District, Pasco County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

5. No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip–rap, block, divert or change the established drainage areas or the Surface Water Management system that have been or may be created by Easement without the prior written consent of the CDD, the Association, Pasco County and the District.

6. No wall, fence, paving, planting or other improvement may be placed by an Owner within a drainage area, drainage Easement, or the Surface Water Management System.

7. The District, and Pasco County, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

8. No construction activities may be conducted relative to any portion of the Surface Water Management System without the approval of the District. Prohibited activities in the previous sentence include, but are not limited to digging or excavation; depositing fill, debris or other material items; construction or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of SWFWMD Rules and Regulations, or a wet detention pond, no vegetation of these areas shall be removed, cut, trimmed, or sprayed with herbicide without the specific written approval of the District. Construction or maintenance activities, which are consistent with the design and permit conditions approved by the District in

the Environmental Resource Permit may be conducted without specific written approval by the District.

9. For Surface Water Management Systems that require on–site wetland mitigation as defined in Section 1.7.24 or which require ongoing monitoring and maintenance, the Association shall be required to include in their annual budget and as part of the Assessments made pursuant to Article VIII hereof sufficient funds for monitoring and maintenance of the wetland mitigation areas on an annual basis until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

10. No owner of property within the subdivision may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation area and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from South West Florida Water Management District, Brooksville Regulation Department.

11. Each property owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the South West Florida Water Management District (SWFWMD).

12. The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and introduction of carp grass. Lot owners shall address any questions regarding the authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, and Surface Water Regulation Manager.

13. Each property owner within the subdivision shall not place or discharge unsuitable materials in the rear yard area that could be dislodged or washed away into adjacent wetlands or wetland buffers. Examples of unsuitable materials include: trash, yard debris, open containers of oil or solvents, wash waters, and similar materials normally disposed of as solid or liquid waste.

14. The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Areas. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the CDD or the Association and may in no way be altered from their natural or permitted state.

15. A Recorded Notice of Environmental Resource Permit, Form No. 62-330.090(1) shall be recorded in the public records of Pasco County. The Registered Agent for the Association shall maintain copies of all permitting actions for the benefit of the Association.

Section 4. Association Records. The Association shall allow all Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 5. Association Annual Statement. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

Section 6. Enforcement. Enforcement of these covenants and restrictions, and of the rules and regulations adopted pursuant thereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association, or any Owner to enforce any covenant or restriction herein contained shall

in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Storm Water Management System. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. The Association is hereby empowered to seek personal judgments against Owners for unpaid fines.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two–thirds of the total votes of the Association. Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. Any amendment must be recorded in the Public Records of Pasco County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendments to this Declaration which alter any provision relating to the surface water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District. Developer may at any time amend this Declaration in its sole discretion so long as such amendment does not impair the then existing property right of any Owner.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy–five (75%) percent of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad Valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided in Section 8 above.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Pasco County Public Records.

EXECUTED the date first above written.

Signed, sealed and delivered in the presence of:

_____
Name: _____

_____
Name: _____

Cypress Preserve 841, LLC a Florida limited liability company

By: _____
Name:_____
Title:_____

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on January ____, 2016, by _____, as _____of Cypress Preserve 841, LLC , a Florida limited liability company. He/She is personally known to me or has produced a valid driver's license as identification.

(Notary Seal)

_____
Notary Public
Printed Name:_____
My Commission Expires:_____

JOINDER

Cypress Preserve HOMEOWNERS ASSOCIATION, INC.

Cypress Preserve OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the **"Association"**) does hereby join in the THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____day of _____, 2016.

WITNESSES:

Cypress Preserve OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Print Name: _____

By: _____
Name: _____
Title: President

Print Name: _____

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, as President of Cypress Preserve OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print Name: _____

Exhibit “A”

(Legal Description)

Exhibit “B”

(Articles of Incorporation)

Exhibit “C”

(By Laws)

Exhibit “D”

Examples of Approved Fence Styles:

6’ Privacy – Tan PVC T&G Fence



4’ Tan PVC Picket Fence



Black Aluminum Picket Fence (flat or picket top)

