

# Del Webb®

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## CYPRESS FALLS



Hello Cypress Falls residents,

There has been lots of talk about golf carts since Pulte opened the new model center in February. Many residents have been asking for the association to allow golf carts in the community and Pulte has agreed to comply with their requests.

In Section 3.6(a) of the Cypress Falls HOA Declaration of Covenants, Conditions, and Restrictions, the Declarant (Pulte/Centex/Del Webb) reserved the right to amend the Initial Use Restrictions attached as Exhibit "C" to the Declaration. As such, please find attached Amendment allowing golf carts in the community.

Residents must register their golf carts with the HOA, and include proof of insurance (form available in the office and posted on association website).

Please read the following rules carefully:

- Only electric golf carts allowed (gas carts are prohibited)
- Golf carts may not be driven on sidewalks.
- Golf carts must be driven only on roads.
- Golf carts may only be kept in enclosed garage.
- Owner is responsible for any and all damage to persons or property resulting from negligent use of a golf cart by the Owner, his family members, tenants, guests, invitees or others using the Owner's golf cart.
- Owner shall reimburse the Association for any and all damage (including attorneys' fees and costs) the Association may sustain by reason of such misuse.
- Owners and all others using golf carts in the Community agree to save and hold the Declarant, the Association, and their directors, officers, members, employees and agents harmless for and from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from golf cart usage.
- Golf cart usage shall comply with all applicable state and local laws and ordinances.

3/28/2018 2:02 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2220349

This instrument was prepared by and after recording return to:  
Steven M. Falk, Esq.  
Falk Law Firm, P.A.  
7400 Tamiami Trail North, Suite 103  
Naples, Florida 34108  
(239) 596-8400

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CYPRESS FALLS AT THE WOODLANDS**

THIS AMENDMENT is executed by **CENTEX HOMES**, a Nevada general partnership (the "Declarant"). On July 29, 2005, the Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Cypress Falls at the Woodlands as Instrument #2005167077, of the Public Records of Sarasota County, Florida (the "Declaration"). In Section 3.6(a) of the Declaration, the Declarant reserved the right to amend the Initial Use Restrictions attached as Exhibit "C" to the Declaration; and


NOW THEREFORE, pursuant to Section 3.6(a) of the Declaration, the Declarant hereby amends the Initial Use Restrictions as set forth in Exhibit "A" attached hereto.

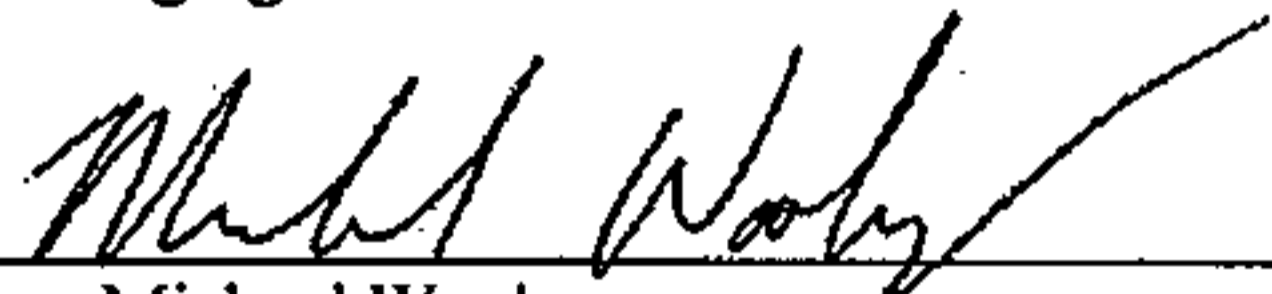
IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year written below.


Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Company, LLC, a  
Nevada limited liability company, its  
Managing General Partner

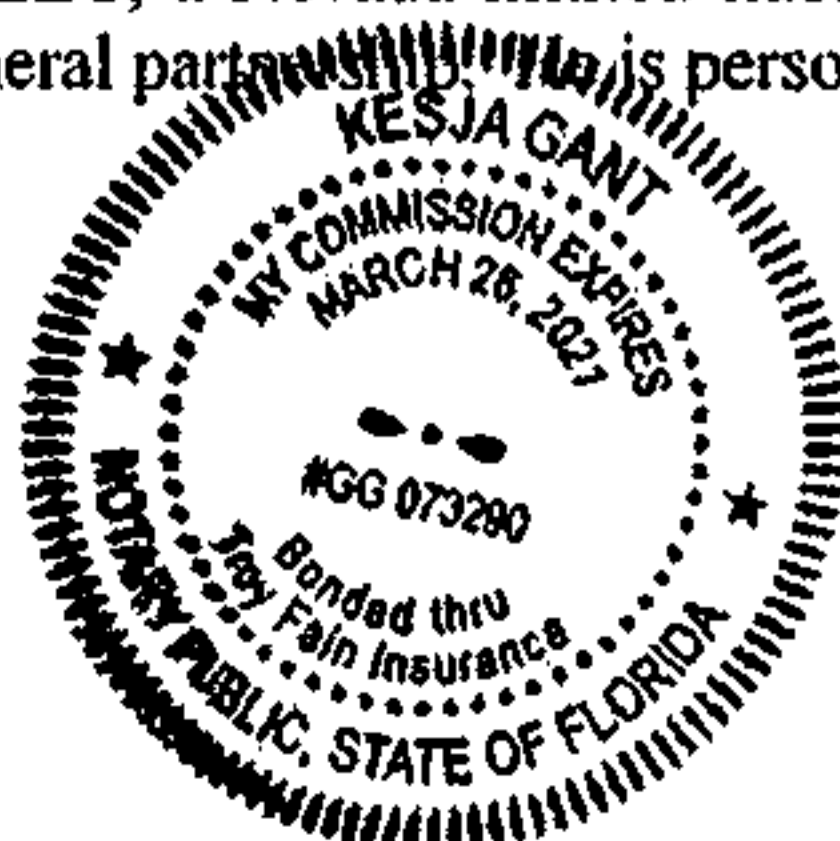
  
Witness Name: Felipe Gonzalez

By:   
Michael Woolery  
Its: Vice President-Land Acquisition  
Southwest Florida Division

  
Witness Name: STEVE PLATKE

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2018, by Michael Woolery, as Vice President-Land Acquisition, Southwest Florida Division of Centex Real Estate Company, LLC, a Nevada limited liability company, the Managing General Partner of Centex Homes, a Nevada general partnership, who is personally known to me.



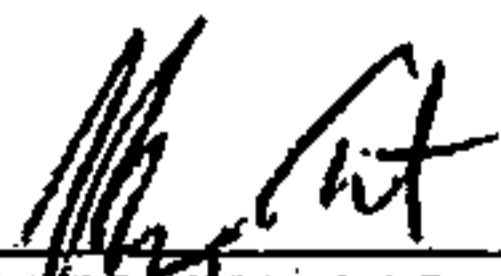
  
NOTARY PUBLIC  
Name: Kesja Gant  
My Commission Expires: 3-26-21

EXHIBIT "A"

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

Section 3(j) of the Initial Use Restrictions is amended as follows:

3. Prohibited Conditions. The following shall be prohibited in the Community:

[subsections (a) through (j) not amended]

~~(j) Golf carts;~~

[subsections (k) and (l) not amended but are re-lettered as subsections (j) and (l)]

A new Section 4 of the Initial Use Restrictions is created to read as follows:

4. Golf Carts. Notwithstanding anything to the contrary in the Declaration or these Initial Use Restrictions, Owners may keep electric golf carts (gas carts are prohibited), subject to the following restrictions. Golf carts cannot be driven on sidewalks; golf carts must be driven only on roads, designated parking areas in the Common Area and the driveways of Lots. Golf carts may be kept only within an enclosed garage, except for the temporary parking of golf carts in the driveway of a Lot or in such portion of the Common Area specifically designated for golf cart parking. Each Owner with a golf cart shall register his or her golf cart with the Association using a form provided by the Association. Each Owner who uses or permits his or her golf cart to be used in the Community shall provide the Association, on an annual basis, with proof of liability insurance in connection with the operation of his or her golf cart, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with 30 days' notice prior to its cancellation. An Owner shall be held fully responsible for any and all damage (whether to persons or property) resulting from the negligent use of a golf cart by the Owner, his family members, tenants, guests, invitees or others using the Owner's golf cart; the Owner shall reimburse the Association for any and all damage (including attorneys' fees and costs) the Association may sustain by reason of such misuse. Such damage shall be collectible from the Owner and Lot pursuant to Section 8.4(b) of the Declaration. Owners and all others using golf carts in the Community agree to save and hold the Declarant, the Association, and their directors, officers, members, employees and agents harmless for and from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from golf cart usage. Golf cart usage shall comply with all applicable state and local laws and ordinances.