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Prepared by and return to:
Douglas C. Roland, Esq.
Brickleyer, Smolker & Bolves
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602



**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR CYPRESS FALLS**

WHEREAS, **CENTEX HOMES**, a Nevada general partnership, is the Declarant of the Declaration of Covenants, Conditions, and Restrictions for Cypress Falls recorded as Official Records Instrument Number 2006023093, and amended by that certain First Amendment recorded as Official Records Instrument Number 2006023930, both of the public records of Sarasota County, Florida (collectively, the "Declaration"); and

WHEREAS, pursuant to Article XX of the Declaration, the Declarant reserved to itself the right to make certain unilateral amendments to the Declaration; and

WHEREAS, it is beneficial to the Owners of property in Cypress Falls to amend the Declaration to provide for certain improvements specified herein.

NOW, THEREFORE, the Declaration is amended as follows:

- I. Exhibit "C" (Initial Use Restrictions), Section 3 (Prohibited Conditions), subsection (h) is hereby deleted in its entirety and replaced by the following:

"(h) Additional landscaping beyond the original landscape plan shall be permitted only pursuant to the limitations of this subsection (h). The installation of annuals and perennials within existing beds is permissible, provided, however that the Owner shall be responsible for the maintenance of such plants and their removal when they are no longer sustainable. The irrigation system ("Irrigation System") is owned by the Association and is designed to serve the original landscape plan only; the Owner is responsible for irrigating plantings outside the original irrigation zone. In no event shall an Owner use, connect to, alter or modify the Irrigation System to serve any purpose outside the original irrigation zone. The Association landscape maintenance provider is not responsible for plants that may grow beyond the outside edge of the existing planting beds. The Owner is responsible for any additional maintenance that the adding of plants may require."

- II. Exhibit "F", the Architectural Review Guidelines, is hereby deleted and replaced by Exhibit "F" as attached hereto and incorporated into the Declaration.

III. Except as specifically provided herein, all remaining terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the 27th day of July, 2006.

CENTEX HOMES,
a Nevada general partnership

WITNESSES:

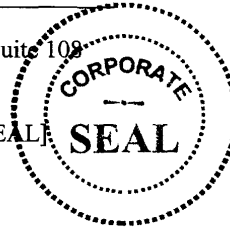
Candice Smith
Print name: CANDICE SMITH

Mike Woolley
Print name: MIKE WOOLLEY

By: **Centex Real Estate Corporation,**
a Nevada corporation,
its Managing general partner

By: Doug Cohen
Its: Doug Cohen, Division Manager


Date: 7/27/06
Address: Centex Homes
301 N. Cattlemen Road, Suite 109
Sarasota, FL 34232



[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of July, 2006, by Doug Cohen, as DIVISION MANAGER of Centex Real Estate Corporation, a Nevada corporation, Managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation and the partnership. He is [] personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 **Candice N. Bain**
Commission # DD502310
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Candice N. Bain
NOTARY PUBLIC
[Notary Seal]
Print Name: CANDICE N. BAIN
My Commission Expires: 2-14-10

EXHIBIT "F"

ARCHITECTURAL REVIEW GUIDELINES

In accordance with Article 4.3 of the Cypress Falls Declaration, the following guidelines have been established to provide guidance for changes affecting the exterior of homes. These guidelines are not the exclusive basis for architectural change decisions and compliance with these guidelines does not guarantee approval. Please remember that other than adding annuals or perennials all changes, additions, and alterations to the exterior of a home must be approved in writing through the Architectural Review Board (ARB).

- 1) Exterior Color Plan – The ARB shall have final approval of all exterior color plans and each owner must submit color selection to the ARB prior to commencing. This applies to color of roof, shutters, exterior walls, trim, pavers, etc. The ARB shall consider the extent to which the color plan submitted is consistent with homes in the surrounding area and the extent to which the color plan conforms to the color scheme of and for Cypress Falls.
- 2) Fences – No fence of any kind will be allowed, unless required by H.R.S. to protect the swimming pool.
- 3) Signs – The Association retains the right to prescribe the type, size, color, etc. of any For Sale or For Rent or Open House signs. To advertise a unit for sale or rent – One sign conspicuously displayed in the front yard or window of the home itself will be considered for approval by the ARB. Signs are not allowed at main entryways, corners, and main collector roads or in County/City rights of way. Open House signs may only be in place during the hours of the Open House; which is established to be Sunday only and within the hours of 1 to 4 p.m.
- 4) Play Structures – Not to be allowed.
- 5) Landscape Enhancements – **Annuals and perennials:** Annuals and perennials are permitted to be planted within existing beds without prior permission. The primary requirement for these types of plants is that they be promptly removed at the end of their useful flowering period. The unit owner is responsible for maintenance of these plantings. You are hereby advised that the Association's irrigation system is not designed to serve additional plantings beyond the original plan, therefore, owner may need to hand water the flowers that are added. No alteration, by the Owner, of any kind is allowed to the irrigation system. **Containers and flowerpots:** In general, limiting the use of pots and containers that are visible from the street to one or two to accentuate or accessorize an entrance is desirable. Pots and containers that have neutral finishes are preferable to ones that are painted or glazed. Pots and containers must be removed to safe storage in the event of an impending storm or if the owner is leaving for an extended period of time. Prior ARB approval is required. **Other enhancements:** Other landscape enhancements such as birdfeeders, benches, sculptures, trellises, "garden art", etc., all require prior ARB approval. In general, most items should not exceed 30 – 36 inches in height, should be of natural (not painted) finishes, and should not dominate the landscape,

but should blend in with the overall texture and theme of the architectural concept. Rarely will more than one such item be approved per lot.

- 6) Swimming Pools – Any swimming pool to be constructed shall be subject to the requirements of the ARB, which includes, but not limited to, the following:
 - a) Composition to be of material thoroughly tested and accepted by the industry for such construction;
 - b) No screening of pool area may extend beyond a line extended and aligned with the sidewalls of the dwelling;
 - c) Pool screening may not be visible from the street in front of the dwelling;
 - d) Any lighting shall be designed so as to buffer the surrounding residences from the lighting;
 - e) Pool equipment must be buffered from view by the use of plant material; and
 - f) The pool cage structure must be the same color as that of the window framework of the house.
 - g) Any modification to the irrigation system needed because of the installation of a pool (or lanai extension) must be done by the Association’s landscape maintenance provider and paid for by the owner.
- 7) Air Conditioners – No window or wall air conditioner units shall be allowed.
- 8) Mailboxes – The Association may designate a “standard” mailbox by size, type, color and design. Individual changes are not allowed. Mailbox maintenance and replacement shall be the responsibility of the unit owner.
- 9) Satellite Dishes –
 - a) Size: Satellite dishes designed to receive direct broadcast satellite service, which are one meter or less in diameter, may be installed. Dishes larger than one meter are prohibited.
 - b) Location: Satellite dishes shall be installed solely on individually owned property as designated on the recorded deed. Satellite dishes shall not encroach upon Common Areas or any other owners’ property. Satellite dishes shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on Common Property, even if an acceptable quality signal may not be received from an individually owned lot. To the extent practicable, without impairing the receipt of an acceptable quality signal or violating the provisions of the preceding paragraphs, satellite dishes must be installed in a location where their visibility is minimal to individuals using Common driveways, streets, walkways, parking areas and near by lots.
 - c) Installation: All installations shall be completed so that they do not damage the Common Areas of the Association or the lots of any other resident, or void any

warranties of the Association or other owners, or in any way impair the integrity of the buildings on Common Areas or individual lots. Roof and rear or sidewall mountings shall be installed in such a way as to prevent any water intrusion. Proper sealing of each installation must be performed at the time of installation.

d) Exterior cabling should be:

- i) installed in conduit painted to match the color of the building, and
 - ii) mounted to the homeowner's side or rear wall, in such a manner to prevent any water intrusion. Owners are responsible for all costs associated with the satellite dish, including, but not limited to, costs to place (or replace), repair, maintain, and move or remove satellite dishes; repair damages to the Common Property, other lots, and any other property damaged by the installation, maintenance or use of satellite dishes; pay medical expenses incurred by persons injured by installation, maintenance, or use of satellite dishes; reimburse residents or the Association for damages caused by installation, maintenance or use of satellite dishes. Satellite dishes must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near satellite dishes, including damage from wind velocity based upon a unique location or during a hurricane.
- e) Maintenance: Owners shall not permit their satellite dishes to fall in to disrepair or to become safety hazards. Owners shall be responsible for dish maintenance and repair. Owners shall be responsible for repainting or replacement if the exterior surface of satellite dishes deteriorates.
- f) Safety: Satellite dishes shall be installed and secured in a manner that complies with all applicable codes, including hurricane and windstorm, safety ordinances, city and state laws and regulations, and in accordance with manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit. All contractors responsible for installation shall be licensed and insured. Unless the above-cited codes, safety ordinances, laws and regulations require a greater separation, satellite dishes shall not be placed within two feet of electrical power lines (above ground or buried) and in no event shall satellite dishes be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines. In order to prevent electrical and fire damage, satellite dishes shall be permanently and effectively grounded.
- g) Appearance: Satellite dishes must be painted to match the color of the structure to which it is installed as long as paint does not impair or degrade the quality of the signal beyond acceptable standards. Satellite dishes may not obstruct a driver's view of an intersection or street.
- h) Number: No more than one satellite dish of each provider may be installed by an

owner.

- i) Notice: Any owner desiring to install a satellite dish must complete a notification form and submit to the Architectural Review Board. If the installation conforms to all of the above rules and regulations, the installation may begin immediately upon approval. If the installation is other than routine for any reason, owners and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods. Non-owner tenants may install satellite dishes on a lot with written permission of the homeowner/landlord. A copy of this permission must be furnished with the notification statement.

- j) Enforcement: Should this policy be violated, the Association may bring action for declaratory relief with the FCC or any Court of competent jurisdiction after notice and an opportunity to be heard. In the event the Court or FCC determines that a violation occurred, the Association shall impose a fine of \$ 50.00. If the violation is not corrected within a reasonable length of time, additional fines of \$ 10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney's fees, costs and expenses incurred in the enforcement of this policy.

10) Pool Cage Colors –

Structure of cage is to be the same color as the window framing of the dwelling.

Any questions should be directed to the Management Company. See also the Initial Restrictions for more specific details. This listing is not intended to be all-inclusive.