

EXHIBIT "C"

Initial Use Restrictions

The following restrictions are covenants running with the land shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to procedures of the Declaration.

1. **General.** The properties submitted to this Declaration shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration. Such purposes may include, without limitation, an information center and/or a sales office for Declarant and/or any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, business offices for Declarant and the Association, and public facilities.

2. **Restricted Activities.** The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, Declarant or the Board of Directors:

(a) The maximum numbers of vehicles per Unit is designated as being the number of spaces in the garage plus the number of spaces in the driveway. Parking of any vehicles on streets or thoroughfares is discouraged. This shall not prohibit temporary on-street parking during the course of a social or other events held by an Owner in/on such Owner's lot/home or on any permitted common areas, and parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, except temporarily during loading and unloading; however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias; and

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (except that no Pit bulls are allowed), cats, or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a Lot (not to exceed a total of two (2) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Pets shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the pet shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law; and

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates an unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude normal and customary use of power tools, lawn mowers, and other yard maintenance equipment during reasonable hours); and

(d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation; and

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot; and

(f) Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots; and

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of construction by Declarant or a person authorized to do so by Declarant constructing a dwelling on a Lot; and

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for security purposes; and

(i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff; and

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers; and

(k) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent; and

(l) Discharge of firearms; provided, no Association director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge; and

(m) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV; and

(n) Any yard sale, garage sale, moving sale, rummage sale, or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community-wide basis; and

(o) Capturing, trapping, or killing of wildlife within the Community (other than by or on behalf of the Association, Declarant or by a representative or designee of a Governmental Authority except in circumstances posing an imminent threat to the safety of persons in the Community; and

(p) Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community (except as may be approved pursuant to Article IV), or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution; and

(q) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article IV, or use of any garage for

storage or other purposes which preclude its use for parking of that number of vehicles for which it was originally designed; and

(r) Operation of motorized vehicles other than mowing equipment on pathways or trails maintained by the Association; and

(s) Swimming, boating, fishing, use of personal flotation devices, fishing or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community; and

(t) Entry onto any Lot or maintenance or other easement to access any lake, pond, preserve, wetland or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owner's Lot and such area (but shall not enter onto other Lots or portions of any maintenance or other easement abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and

(u) Any construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses; clothes hanging devices; garbage cans; woodpiles; swimming pools, spas, and hot tubs; air conditioners; tanks; solar energy devices; docks, piers and similar structures; and landscaping, hedges, walls, mailboxes, dog runs, animal pens, or fences of any kind; sheds, barns, outbuildings and dog houses; satellite dishes and antennas, except that:

(i) an antenna

(A) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(B) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(C) designed to receive television broadcast signals;

("Permitted Antenna") shall be permitted in rear yards of Lots or, if necessary to receive an acceptable quality signal, in side yards or front yards, in that order of preference; provided, unless prohibited by applicable law, any installation in the front yard of a Lot shall be subject to review and approval pursuant to Article IV of the Declaration, which review shall be completed within seven days of receipt of the application for review. The Reviewer or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(ii) a reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 30 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Lots in the area; (B) draw excessive attention or traffic; (C) unreasonably interfere with the use and enjoyment of neighboring properties; or (D) cause a dangerous condition to exist. The Association shall have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence; and

(iii) Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Flags may be mounted on the exterior facade of the dwelling at a location approved pursuant to Article IV of the Declaration;

(iv) no clotheslines of any configuration shall be installed or erected upon any lot so as to be in any way exposed to public view from any street or adjoining lot.

(v) any solar energy devices shall be permitted; provided, unless prohibited by applicable law, shall be subject to review and approval pursuant to Article IV of the Declaration, which review shall be completed within 45 days of receipt of the application for review. The Reviewer or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law.

(v) picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Community. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech;

(w) any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that this restriction shall not apply to the Declarant or Builders during the construction of dwellings on the Lots; and

(x) Window treatment shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner or tenant first moves into a dwelling unit or when permanent window treatments are being cleaned or repaired. Reflection or foil window treatments are prohibited. All windows and/or glass doors shall be covered with blinds, drapes, or verticals, and must have a white or neutral color back.

(y) (i) 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 Southwest Water management District (SWFWMD). 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 area(s), buffer area(s), upland conservation area(s), or drainage easements(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Water Management District Sarasota Regulation Department.

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

(z) The design and construction of all screen enclosures and in-ground pools must obtain prior written approval of the Architectural Review Board. The structure of the pool cage or the screen enclosure is to be bronze (the same color as the window framing of the dwelling).

(aa) Food and Beverage Consumption. Food and beverage may not be prepared or consumed, except within a dwelling, or a covered patio/balcony or in other such areas as may, from time to time, be designated by the Board. Grilling or barbequing shall be permitted in those areas designated by the Association, subject to compliance with local fire codes. The use of charcoal grills on a covered patio/balcony is prohibited; only gas grills are permitted.

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

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant, its designees, and the Association shall have the right to draw water from such sources.

(d) Fences of any manner, including invisible fencing, other than those installed by Developer;

(e) Door-to-door solicitation within the Community;

(f) Above ground swimming pools;

(g) Window or wall mounted air conditioning units;

(h) Alteration to landscaping beyond the original landscape plan;

(i) Florida room (a/k/a solarium rooms);

(j) Golf carts;

- (k) Trash containers must be stored in the garage until and except on the day of trash pickup. Containers shall not be left outside overnight, and;
- (l) Docks, piers, or similar structures on or adjacent to any body of water.

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 attached)

Full description of golf cart rules is attached – please read them 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.

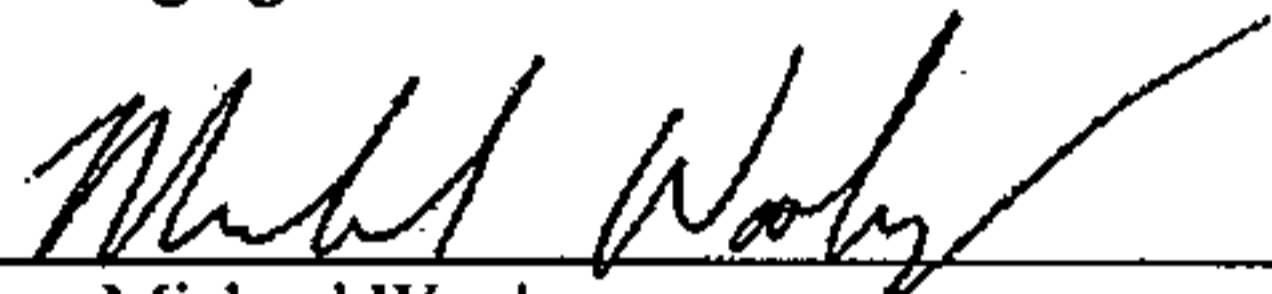
IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year written below.


Witnesses:

CENTEX HOMES, a Nevada general partnership

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

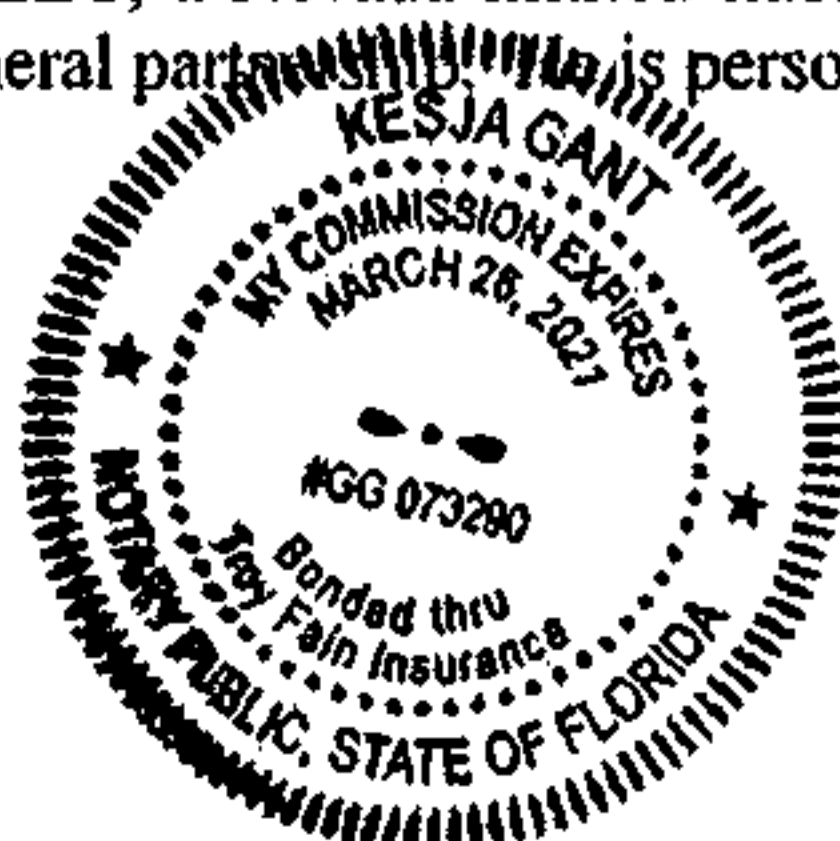

Witness Name: Felipe Gonzalez

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 28th 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.



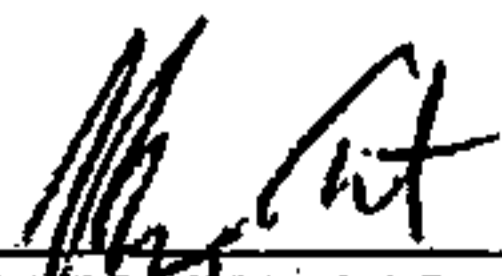

NOTARY PUBLIC
Name: Kesja Gant
My Commission Expires: 3-26-21

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.