

This instrument was prepared by
and should be returned to:

CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC.
3658 Erindale Drive
Valrico, FL 33594

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE (this "Amendment") is made and entered into as of the 1st day of March, 2018 (the "Effective Date") by **CYPRESS PRESERVE 841, LLC**, a Florida limited liability company ("Declarant").

RECITALS:

A. Declarant is the declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Preserve dated August 14, 2017 and recorded on August 21, 2017 in Official Records Book 9592, Page 1773 of the Public Records of Pasco County, Florida (the "Declaration").

B. Declarant desires to amend the Declaration on the terms and condition herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged among the parties, it is agreed as follows:

1. **Recitals.** The recitals set forth above are true and correct and are by this reference incorporated herein.

2. **Defined Terms.** All capitalized terms used herein and not expressly defined shall have the meaning ascribed to them in the Declaration.

3. **Amendment of the Declaration.**

3.1. The definition of "Special Assessment" as defined in Article II is hereby amended and restated as follows:

(nn) "Special Assessment" – Assessments levied in accordance with Article VIII, Section 5 of this Declaration.

3.2. The definition of "Villa Assessment" as defined in Article II is hereby amended and restated as follows:

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

3.3. A definition of "Villa Unit" is hereby added to Article II as follows:

(qq) "Villa Unit" – shall mean and refer to a single-family residence with a common wall located on a Villa Lot in the Villa Neighborhood.

3.4. A definition of "Villa Neighborhood" is hereby added to Article II as follows:

(qq) "Villa Neighborhood" - shall consist of the multiple Villa Lots in the Groves and Meadows portions of the Community as shown for generally for illustrative purposes only on the attached "Exhibit A".

3.5. Section 4 of Article VII of the Declaration is hereby amended and restated as follows:

Section 4. Villa Lot Maintenance:

4.1 Association's Responsibility. Notwithstanding anything to the contrary in the Declaration, the Association shall be responsible for performing, or causing to be performed, the following maintenance within the Villa Neighborhood:

(a) Exterior Painting and Roof Maintenance. The Association shall perform the following maintenance on Villa Units, in such manner and on such schedule as the Board deems appropriate to maintain such improvements in a neat and attractive condition:

(i) replacement of the roofs (including shingles and roof decking) of Villa Units, including the roofs of any porches built as part of the original construction of the Villa Units or replacements thereof, at the end of their useful life, as the Board may determine; however, each Owner shall be responsible for any maintenance or repairs needed during such useful life to maintain the roof in proper condition;

(ii) recaulking of the exterior portions of all windows and exterior doors, but only at such time as the Association or its contractor undertakes painting of all exterior painted surfaces; the Association shall have no responsibility for reglazing windows at any time or for maintaining caulking between paintings, which shall be the Owner's responsibility, nor shall the Association have any liability for air, water, or moisture leaks or damage resulting from the need to reglaze or recaulk windows and doors; and

(iii) painting of all exterior painted surfaces of Villa Units; in preparation for painting the exterior of Villa Units, the Association may, but shall have no obligation to, repair any portion of the painted surface which it finds to be damaged or deteriorated, as it deems appropriate to provide a proper surface for painting, and in such event it may assess the cost of such repair or replacement to the Owner of the Villa Unit as a Special Assessment.

except that the Association shall not be responsible for any improvements or modifications added or made to any Villa Unit after the conveyance of the Villa Unit to the first Owner following completion of the initial improvements thereon unless, and then only to the extent that, the Association expressly assumes such responsibility in writing.

(b) Landscape Maintenance and Irrigation. Notwithstanding anything to the contrary in the Declaration, the Association shall be responsible for performing, or causing to be performed, the following landscape maintenance on each Owner's Lot within the Villa Neighborhood, on such schedule as the Board deems appropriate to maintain the lawns and shrubbery on the Lots in a healthy and reasonably attractive condition:

(i) mowing and edging of, and application of fertilizers

and chemicals to control weeds and insects on lawns and such Lots;

(ii) fertilizing and pruning of trees and shrubbery, mulching of trees and shrub beds, and treating shrubbery for disease and insects;

except that the Association shall have no responsibility for lawns, shrubbery, or other landscaping located within any patio or courtyard of the Lot, nor for maintenance of any landscaping installed by the Owner or occupant of the Villa Unit unless, and then only to the extent that, the Association expressly assumes such responsibility in writing.

4.2 Owners' Responsibility.

(c) Maintenance. Except as specifically assigned to the Association under subsections 4.1 (a) and 4.1 (b) above, all maintenance, repair, and replacement of the Villa Units and other improvements and/or landscaping and irrigation on the Lots, shall be the responsibility of the respective Owners, as provided in the Declaration. The Owner's responsibility shall specifically include, without limitation, responsibility for maintaining structural portions of the Villa Unit and annual inspection and treatment as needed for termites, and responsibility for removal and replacement of any dead or diseased sod, trees, shrubs, and other plant material on such Owner's Lot. Although the Association shall have no duty to monitor or ensure compliance with this subsection, each Owner shall provide to the Association, if requested, a certificate evidencing that the Villa Unit has been inspected by a licensed termite inspector within the preceding twelve (12) months and no evidence of termite infestation was found.

(d) Insurance.

(i) Requirements. Each Owner of a Villa Unit in the Villa Neighborhood shall maintain, at such owner's sole cost and expense, insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible, naming the Association as an additional insured. Each Owner shall provide a certificate evidencing such insurance to the Association with payment of the first installment of the Villa Assessment, each fiscal year of the Association, for such Villa Unit and within ten (10) days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Villa Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Villa Unit is cancelled. In the event that an Owner fails to obtain or maintain the insurance that the Owner is required to obtain hereunder, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot and Villa Unit as a Special Assessment. **NOTHING HEREIN SHALL CREATE ANY DUTY ON THE PART OF THE ASSOCIATION TO MONITOR OR OBTAIN INSURANCE COVERAGE ON VILLA UNITS, OR ANY LIABILITY TO ANY PERSON IN THE EVENT THAT THE OWNER OF A VILLA UNIT FAILS TO MAINTAIN THE INSURANCE REQUIRED.** This requirement is for the benefit of all Owners in the Villa Neighborhood and failure to maintain required insurance shall subject an Owner to disciplinary action by the Association pursuant to the Declaration; however,

nothing in this subsection shall obligate the Association to monitor compliance or ensure that Owners maintain the required insurance.

(ii) Association's Rights. In the event of a casualty or loss, the Association shall be entitled to file a claim against the Owner's insurance for the cost of any repair or reconstruction to the Villa Unit and improvements on the Lot which is the Association's responsibility hereunder, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable Owner and the Association to each repair and replace those portions of the Villa Unit and improvements on the Lot which are their respective responsibilities. If a n Owner maintains insurance, which is insufficient, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Villa Unit or improvements on the Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or Owner, and assess all costs to the Owner and Owner's Villa Unit and Lot, as a Special Assessment pursuant to the Declaration.

(iii) Reconstruction. Within 90 days after any damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Article IX of the Declaration unless the Board, in its discretion, agrees to extend such period. Alternatively, the Owner shall clear the Lot of debris and maintain it in a neat and attractive condition. The Owner shall pay any costs that insurance proceeds do not cover.

(e) Party Walls and Similar Structures. Except as may otherwise be provided by law, by a written agreement between Owners of adjacent Villa Units, or other recorded documents applicable to two or more adjacent Villa Units:

(i) Each wall, fence, driveway, or similar structure built as part of the original construction on the Villa Units that serves and/or separates any two adjoining Villa Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners whose Villa Units are served by the party structure.

(ii) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner whose Villa Unit is served by the structure may restore it. Other Owners whose Villa Units are served by the structure also shall contribute to the restoration cost in equal proportions, subject to the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this subsection, shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(iii) To the extent not in conflict with the provisions of this subsection, the general rules of law regarding party walls and liability for

property damage due to negligence or willful acts or omissions shall apply to any party structure.

(f) Warranty on Improvements. Notwithstanding anything to the contrary herein or in the Declaration, the Association shall have no responsibility for any maintenance, repair, or replacement necessitated by defects in a Villa Unit to the extent that the defect is within the scope of the Builder's warranty and nothing herein shall be construed to relieve the Builder of liability under any implied or express warranties applicable to any Villa Unit constructed by such Builder. The Owner of each Villa Unit shall be responsible for filing and pursuing in a timely manner any and all claims under any such warranty related to matters which are the Association's maintenance responsibility hereunder, and upon failure to do so after a written request from the Association, the Association may levy a Special Assessment against the Owner, the Lot and the Villa Unit for any costs which the Association incurs to correct defects or perform maintenance, repairs, or replacements within the scope of the Builder's warranty.

3.6. A new Section 9 is hereby added to Article VII of the Declaration as follows:

Section 9. Property Boundary Buffer. As part of the Master Plan, Developer may construct privacy fence(s), wall(s) and/or landscaped buffer(s) across some of the Lots and/or portions of the Common Areas to separate the Property or portions thereof from adjoining portions of the Property, right-of-ways or other properties (as applicable, the "Property Boundary Buffer"). All Lots adjacent to any Property Boundary Buffer or upon which portions of the Property Boundary Buffer are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Buffer. All such Lots are also subject to easements to the CDD and the Association for the maintenance, repair and replacement of the Property Boundary Buffer and the landscaping associated therewith, which may be exercised by the Association if the Lot Owner fails to properly maintain the Property Boundary Buffer as hereinafter provided. Owners of Lots adjacent to any Property Boundary Buffer, or of Lots on which any portion of the Property Boundary Buffer are located, shall be obligated to maintain, at such Lot Owner's cost and expense, the interior of such Property Boundary Buffer facing such Owner's Lot, and the Association shall maintain the exterior of the Property Boundary Buffer, and replace the Property Boundary Buffer as and when required.

3.7. Section 6 of Article VIII the Declaration is hereby amended and restated as follows:

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 VII, 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.

3.8. Section 7 of Article X the Declaration is hereby amended and restated as follows:

Section 7. Association Easements. 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 maintenance aforementioned.

- 3.9. A new Section 9 is hereby added to Article X of the Declaration as follows:

Section 9. Easement for Property Boundary Buffer. All Lots adjacent to any Property Boundary Buffer or upon which portions of the Property Boundary Buffer are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Buffer. The Developer (during any period in which the Developer has any ownership interest in the Property) and the CDD and the Association shall each have a perpetual easement over or across any Lot to construct, maintain, repair and replace the Property Boundary Buffer and the landscaping associated therewith.

4. **Ratification.** Except as expressly modified and amended herein, the terms and conditions of the Declaration are hereby ratified and affirmed and shall remain in full force and effect.

[Signatures on following page]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE]

IN WITNESS WHEREOF, the undersigned has hereunto set hand and seal all done as of the day and year first hereinbefore written.

WITNESSES:

Lisa Tiedgen
Print Name: Lisa Tiedgen
Gail M Popovich
Print Name: GAIL M POPOVICH

CYPRESS PRESERVE 841, LLC, a Florida limited liability company

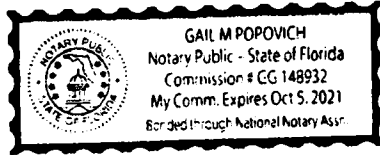
By: [Signature]
Name: [Signature]
Title: Manager

STATE OF FL
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on APR 23, 2018, by AN HABIBI, as MANAGER of CYPRESS PRESERVE 841, LLC, a Florida limited liability company. Such person is personally known to me or has produced a valid driver's license as identification.

[Signature]
Notary Public

My Commission Expires:



JOINDER TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE

CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS PRESERVE (the "Amendment to 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 Amendment to Declaration and does not affect the validity of this Amendment to Declaration as the Association has no right to approve this Amendment to Declaration.

WITNESSES:

Michelle Barthle
Print Name: Michelle Barthle
Robin Timms
Print Name: Robin Timms

CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By Penny Clark
Name: Penny Clark
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on April 2nd, 2018, by Penny Clark, as President of **CYPRESS PRESERVE OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Michelle Barthle
Notary Public

My Commission Expires: December 21, 2018



**CONSENT TO
FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR CYPRESS PRESERVE**

The undersigned, NVR, INC., a Virginia corporation, its successors, participants and assigns ("Mortgagee"), (i) owner of a certain portion of the Property subject to the Declaration and (ii) holder of that certain Indemnity Mortgage from CYPRESS PRESERVE 841, LLC, a Florida limited liability company ("Mortgagor"), recorded in Official Records Book 9495, at Page 3389 and that certain Indemnity Mortgage recorded in Official Records Book 9495, at Page 3405 all of the Public Records of Pasco County, Florida, and certain security instruments related thereto and entered into in connection therewith, encumbering the property described therein, hereby consents to the execution of this First Amendment to Declaration of Easements, Covenants, and Restrictions, and by said Consent, agrees to subject itself, its successors and assigns, to the provisions of such Declaration.

IN WITNESS WHEREOF, these presents have been executed this 26 day of MARCH, 2018.

WITNESSES

MORTGAGEE:

Jenny Strehl
Print Name: Jenny Strehl
Veda Bookall
Print Name: Veda Bookall

NVR, INC., a Virginia corporation
By: [Signature]
Name: SKALMAN
Title: VP

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26 day of MARCH, 2018, by Scott Kalman as VP of NVR, INC., a Virginia corporation, on behalf of the entity. He/She is personally known to me or has produced _____ as identification and did not take an oath.

[Signature]
Notary Public
My Commission Expires: 1/12/2019



CYPRESS PRESERVE - NEIGHBORHOOD/ VILLAGE NAMES

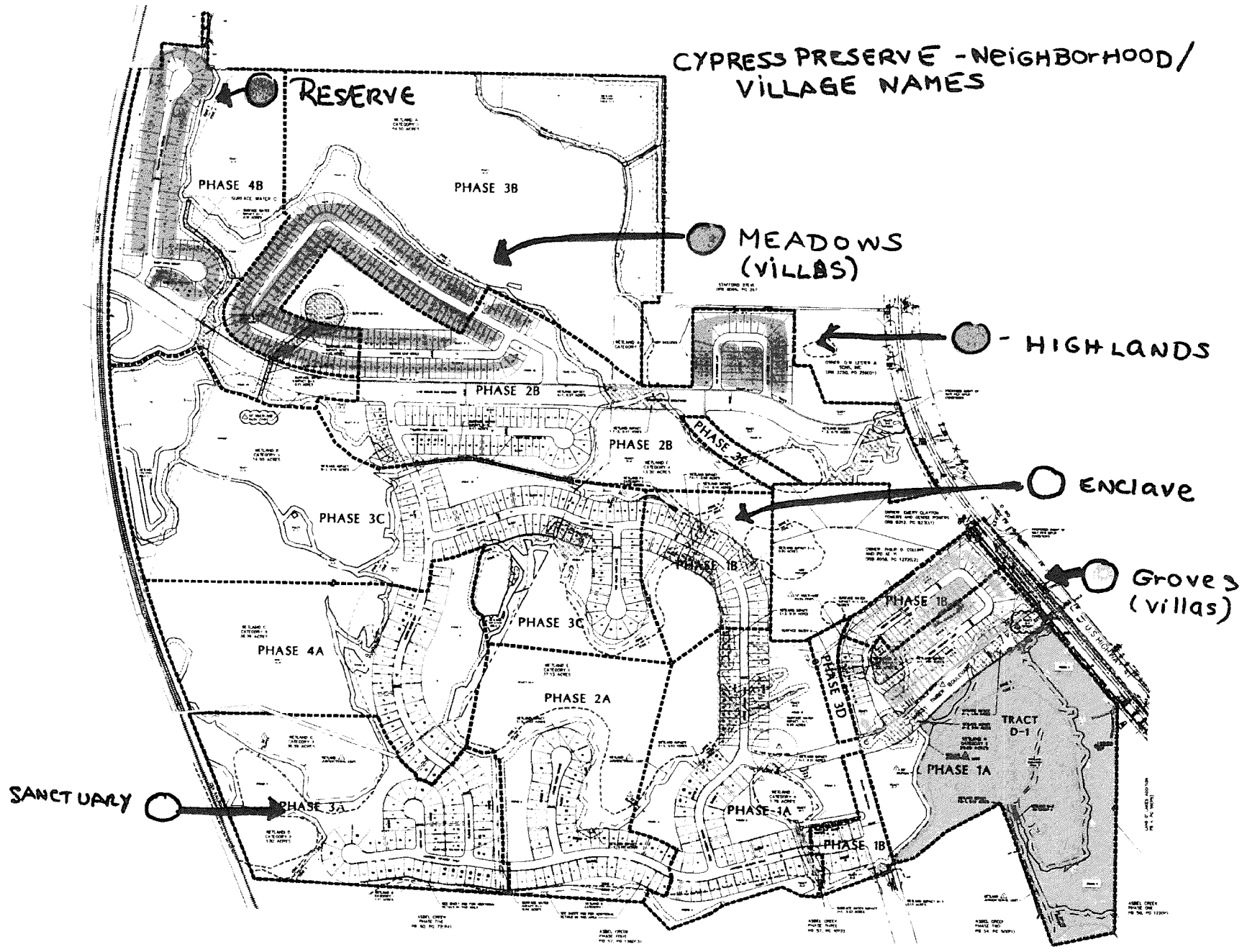


EXHIBIT A