This DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R’S)
FOR CYPRESS HEAD is made the _____ day of ______ 2015 by the CYPRESS HEAD MASTER
HOMEOWNERS’ ASSOCIATION INC. (“Homeowner’s Association”)

WITNESSETH

WHEREAS, the original DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CYPRESS HEAD were previously recorded in the Official Records for Volusia
County, Florida on the 25th day of September, 1992 at Book 3775, Page 4472.

WHEREAS, the Board of Directors of the Homeowners’ Association has requested that a committee of
residents update said documents in order to clarify, delete immaterial or unimportant narratives that are
unrelated, and sometimes confusing to the current and future residents of The Cypress Head Planned Unit
Development (“PUD”), keeping in mind that any and all changes are to be in compliance with Florida State
Statute, 720 pertaining to Homeowner Association rules and procedures.

NOW, THEREFORE, the Homeowners’ Association declares that all property in The Cypress Head
PUD, shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to these updated
provisions, and binding on all parties having any right, title or interest in the committed property or any part
thereof, their heirs, successor’s and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1   "ARC" shall mean and refer to THE CYPRESS HEAD ARCHITECTURAL
REVIEW COMMITTEE.

Section 1.2   "Association" shall mean and refer to THE CYPRESS HEAD MASTER
HOMEOWNERS’ ASSOCIATION, INC., its successors and assigns.

Section 1.3   "Committed Property” shall mean those portions of the Total Property specifically
submitted, declared to be subject to, and encumbered with this Declaration. At the time the Declaration is
made, the Committed Property is comprised of the property set forth on the Plat of Cypress Head, Phase I-A,
as recorded in Map Book 44, page 36 of the Public Records of Volusia County, Florida. The total
property shall not include the property conveyed to the City of Port Orange for the Golf course, by Deed
recorded at Official Records Book 3715, Page 1631, of the Public Records of Volusia County, Florida.
Section 1.4  "Common Area" shall mean the property so designated on the plat or plats of Cypress Head P.U.D. as filed from time to time in the Public Records of Volusia County, Florida. The Common Area of the Association shall not include those areas designated as common area on the individual plats of individual subdivisions, neighborhoods, or residential clusters to be separately platted, and further developed within the overall, entire Planned Unit Development, unless the developer of such separately platted subdivision, neighborhood or residential cluster, declares the common areas therein to be common areas for all Lot owners within the Association.

Section 1.5  "Dedicated Area" shall mean and refer to all real property, including the improvements thereon within the Total Property, dedicated to the City of Port Orange on the plat or plats of Cypress Head Planned Unit Development, and specifically identified thereon. The term Dedicated Area shall include streets, avenues, roads and utility access and drainage easements and utility rights-of-way that the City of Port Orange will have the necessary ownership interest and responsibility to operate and maintain said Dedicated Areas.

Section 1.6  "Dwelling", "Unit" or "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units, and shall therefore include single family detached homes, and single family attached homes.

Section 1.7  "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the dedicated streets. Lot shall include the terms "Residential Lot" and "Dwelling Unit".

Section 1.8  "Members" in the context of the membership of the Association shall mean the Owners of Lots within any part of Cypress Head P.U.D.

Section 1.9  "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.10  "Properties" shall mean and refer to that certain real property hereinbefore described as Committed Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.11  "Storm water Retention Area" shall mean that common area set forth in more detail on the plat or plats of Cypress Head, for the purpose of collecting storm water and which is part of the storm water management system. This common area and the structures located therein shall be maintained, or caused to be maintained, by the Association for the common good and enjoyment of the Owners and for storm water runoff purposes.

Section 1.12  "Subdivisions" of Cypress Head P.U.D. will contain various land uses including: estate, single family attached and detached dwellings, public, and semi-public uses, as those terms are defined from time to time in the P.U.D. Agreement and local ordinances. It is intended that each of these Subdivisions will have distinct covenants and restrictions which shall not conflict with the terms and
provisions of this Declaration, a separate plat, and possibly separate common areas for maintenance and use by only those the lot owners within such subdivision.

Section 1.13 "Surface Water or Storm-water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse of water to prevent or reduce flooding over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40c-4, 40c-40, or 40c-42, FAC.

Section 1.14 “Right of Way” means those areas within the total property as dedicated on the plats for streets, road pavement, curbs, and sidewalks for the general use of the residents which shall be governed and maintained either by the City of Port Orange where dedicated as a public Right-of-Way or by the Association for the subdivision phase where dedicated as a private street or Right-of-Way.

ARTICLE II

RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE

Section 2.1 No Lot shall be used for any purpose or use except residential. No Building, Structure, or Enclosure shall be erected, altered placed or permitted to remain on any Lot other than those Buildings, Structures, or Enclosures approved by the ARC.

Section 2.2 No Building, Structure, or Enclosure shall be erected on, placed upon, altered, or permitted to remain on any Lot unless and until the owner submits an application or request, together with other information required by the ARC in accordance with this Article, and such application has been reviewed and approved by the ARC as provided in this Declaration.

Section 2.3 The ARC shall be composed of not less than three (3) nor more than five (5) persons. The members of the ARC shall be appointed for staggered, three-year terms by the Board of Directors of the Association. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Board of Directors of the Association shall promptly appoint a successor member who shall serve for the duration of the unexpired term of who is to be replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors of the Association.

Section 2.4 The ARC shall indicate any disapproval of the matters required to be acted upon (by) them, by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the owner and all interested parties, identifying the proposed Building, Structure or Enclosure and the reasons for disapproval. If the ARC fails or refuses to approve or disapprove an application or request within thirty (30) days after the application or request for action is submitted, together with a site plan, floor plan, all elevations, a site clearing plan, a tree clearing plan, a landscaping plan, an engineering plan (if required by the ARC), and necessary specifications (including without limitation samples of all exterior materials and colors), and after the application or request has been certified as complete by the ARC, then the applicant must notify the ARC by Certified Mail of its failure to
acknowledge a submittal, and the ARC then has ten (10) days from the receipt of said certified letter to respond to the applicant.

Section 2.5 The decision of the ARC may be appealed, within ten (10) days of the receipt of the decision, to the Board of Directors of the Association by filing with the Board a written request for an appeal. The Board shall take action on such appeal and either approve or disapprove the decision of the ARC within two weeks after the receipt of the request for appeal by the Board of Directors. The action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the ARC shall be final.

Section 2.6 Anything hereinabove or elsewhere in this Declaration to the contrary notwithstanding, structures meeting the requirements set forth below shall be deemed to be pre-approved by the ARC.
### Measurements

<table>
<thead>
<tr>
<th>Areas @ Square Feet</th>
<th>Single Family Attached Homes</th>
<th>Single Family Detached Homes</th>
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<tr>
<td>Distances @ Linear Feet</td>
<td>‘Villas’ Estates Homes ‘Keys’</td>
<td>Phase I-A</td>
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<tr>
<td>Minimum Lot Size</td>
<td>Lots 85-128 ‘Palms’</td>
<td>Lots 1-62</td>
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<td>Minimum Living Area</td>
<td>Minimum Lot Size</td>
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### Minimum Setbacks:

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<th>Front Yard</th>
<th>Side Yard Interior</th>
<th>Side Yard Corner Lot</th>
<th>Rear Yard</th>
<th>Side Yard Interior, Lot Width 90’ or &gt;</th>
<th>Front Yard with Side Entry Garage</th>
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<td>Front Yard with Side Entry Garage</td>
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### Maximum Building Height

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### Exterior Materials

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<tr>
<td>Brick, Stucco or mixture of brick and wood. No false brick fronts or wood paneling</td>
<td>Brick, Stucco or mixture of brick and wood. No false brick fronts or wood paneling</td>
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### Roofs

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<td>Architectural or regular shingles</td>
<td>Architectural or regular shingles</td>
</tr>
<tr>
<td>Tile, shake shingles or architectural shingles approved by the ARC</td>
<td>Tile, shake shingles or architectural shingles approved by the ARC</td>
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### Lighting

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<tbody>
<tr>
<td>All lots must have a free standing operational post light in front yard of home</td>
<td>All lots must have a free standing operational post light in front yard of home</td>
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### Garage Doors

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<th>Garage Doors</th>
<th>Garage Doors</th>
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</thead>
<tbody>
<tr>
<td>Aluminum or steel only. Electric garage door opener is mandatory.</td>
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</tr>
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</table>
ARTICLE III
GENERAL COVENANTS AND RESTRICTIONS

Section 3.1 The covenants and restrictions contained in this Article shall be applicable to all construction within the residential Subdivisions of Cypress Head P.U.D. In addition, minimum standards for Residential Lots shall be as specified on the recorded plat for any subdivision and the P.U.D. Agreement.

Section 3.2 All front, side and rear setback, Lot lines construction restrictions, square footage requirements, and similar restrictions and requirements in the Cypress Head P.U.D. shall be as prescribed in the P.U.D. Agreement, as amended from time to time, applicable local ordinances, and this Declaration.

Section 3.3 No Lot shall be used except for single family residential purposes and no Lot may be subdivided. No Building, Structure, or Enclosure shall be erected, altered, placed or permitted to remain on any Lot other than an ARC approved dwelling or structure. Except for those trailers, vehicles and facilities reasonably related to the construction of Dwellings, Building, or the development of the Cypress Head P.U.D., no Structures of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or modular container or unit or other similar Structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence or for any other purpose, unless approved in writing by the ARC.

Section 3.4 No automobile, truck, boat, trailer, house trailer, camper, motor home recreational vehicle or other similar motor vehicle shall be parked on any street, roadway, or right-of-way or in any other area in the Cypress Head P.U.D. between the hours of 1:00 AM and 7:00AM. Exception: loading or unloading of a motor home recreational vehicle which may be left for a maximum of one night until 8:00AM.

No vehicles of any kind shall be parked in such a manner as to obstruct pedestrian use of sidewalks or bicycle paths, or in that area between the sidewalk and the curb of the street at any time. There shall be no major repair performed on any motor vehicles on or adjacent to any Lot in the Cypress Head P.U.D. No inoperative cars, trucks, trailers, or other types of vehicles shall be permitted to remain either on or adjacent to any Lot for a period in excess of twenty-four (24) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates.

Section 3.5 Except for those trailers or vehicles reasonably necessary for the construction, demolition, or renovation of Dwellings, Buildings, or the development of the Cypress Head P.U.D., no boat, boat trailer, trailer, house trailer, mobile home, camper, or motor home, recreational vehicle, and no truck, van or similar type of vehicle over one ton shall be parked on any Lot after 10:00 PM and until 7:00 AM or stored or otherwise permitted to remain on any Lot except in an approved garage attached to the Dwelling Unit. No automobile, truck, van or other commercial vehicle shall be parked on any Lot after 10:00 PM and until 7:00 AM. Police vehicles are an exception to this section.

Section 3.6 No livestock, horses, poultry, or animals of any kind or size shall be raised, bred or kept on any Lot; however, dogs, cats or other domesticated household pets may be kept in Dwelling Units only, so long as they are not raised or kept for commercial purposes and so long as they do not
constitute a nuisance. Not more than two (2) domestic household pets shall be kept or maintained at any Dwelling Unit. No pet shall be permitted to be outside any Dwelling Unit unless such pet is within an electronic fenced area or on a leash not exceeding 8 ft.

Section 3.7 No sign or house number of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except as approved in writing by the ARC and applicable local ordinances. No signs of any kind (except for security services) shall be displayed to the public view on any Lot except one sign of not more than five square feet for the purpose of advertising the house and Lot for sale. No signage will be displayed from windows of residences or garages.

Section 3.8 All garage doors shall be kept in operable condition. Garage doors must remain in a closed (down) position when not in use for the ingress and egress of personnel or for the ingress and egress of automobiles, golf carts, motorcycles, etc. Exception: Garage doors may be left open during the day, a maximum of 6 inches, for the purpose of ventilation.

Section 3.9 All exterior lighting must be approved by the ARC prior to installation. The ARC shall review all exterior lighting plans in order to assure that said lighting does not interfere with the use or enjoyment of adjacent property owners. Lighting shall be acceptable commercial lighting used for residential property.

Section 3.10 No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance.

Section 3.11 No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, grass clippings, or other solid waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, grass clippings, or other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste materials. All trash, garbage and other waste material shall be kept in sanitary containers except during pickup, all garbage containers shall be kept within the garage. Yard waste shall be kept out of sight from the front and side streets except on the day for scheduled pickup when possible.

Section 3.12 No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Lot. No chain link fencing will be permitted, with the exception of the tennis courts and areas designated by the Association. Enclosures/barriers, their location and type of materials for pool equipment, etc., shall be determined by the ARC.

Section 3.13 No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot unless specifically approved by the ARC. No individual water supply system shall be permitted on any Lot without the express written approval of the ARC.

Section 3.14 No driveway, roadway or parking lot shall be constructed, maintained, altered or permitted to exist on any Lot except as approved in writing by the ARC. The color of the driveway material, and all alteration of the color of driveway material must be approved in writing by the ARC. The size, color and shade of all driveways shall be approved by the ARC and shall be installed in such a manner as to minimize the removal of trees. All driveways must be constructed of grey concrete or an ARC approved color of paver stone. Paver stone driveways must be constructed following the guidelines developed by the
ARC on September 17, 2013. These guidelines are consistent with and support State requirements for “Florida friendly landscaping”. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, and in such a way as to be acceptable to the ARC. No modifications may be made to any sidewalks within the public or private rights-of-way. Refer to the ARC guidelines at www.CypressHead-HOA.org.

Section 3.15 The owner or builder of each Lot shall assume and pay when due the costs of installation and maintenance of the underground utility system from primary utility lines. All house connections for all utilities including but not limited to, water, electricity, gas, telephone, and television shall be run underground from the proper connecting points to the dwelling structure in such a manner to be acceptable to the governing utility authority and the ARC.

Section 3.16 Trees having a diameter of four inches or more (measured two feet above natural ground level) may not be removed or killed without the prior written approval of the ARC. All requests for approval of tree removal must include a specific tree removal plan. Anyone violating the provisions of this section will be required to replace any trees removed or killed with healthy trees of like size within thirty days after mailing of written demand to that effect by the Association. The Association may likewise require the replacement of those trees which are to remain in place under an appropriate tree removal plan which subsequently die or become damaged. If the owner fails or refuses to replace the trees as required, the Association may cause suitable replacements to be planted and the cost thereof shall thereafter become a lien against the Lot of the owner in Violation, which lien may be perfected by the filing of an appropriate notice of lien in the Public Records of Volusia County, Florida. The lien may be enforced under state law applicable to similar liens. Each Lot owner hereby grants to the Association, its agents, and employees an easement of ingress and egress over and across the Lot to enable it to comply with this section but the homeowner must contact the City of Port Orange for any permits that might be required.

Section 3.17 Motorcycles and mopeds or motorized vehicles with the exception of golf carts shall not be operated over or across any sidewalk, bike path or other area intended for pedestrian use in the Cypress Head P.U.D. with exception of ingress or egress of the homeowner’s property.

Section 3.18 Erection, installation of any outside television, satellite dish, or other device intended for audio or visual reception or transmission must receive approval by the ARC. The ARC will refer to section 207, as directed by Congress, to the Telecommunications Act of 1996. The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996 and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. Placement of satellite equipment (dish) must have ARC approval. On October 25, 2000 the Commission further amended the rule so it applies to customer-end antennas that receive and transmit wireless signals and became effective on May 25, 2001.

Section 3.19 As stated on the various plats and on other recorded documents, easements shall be established for the installation, construction, maintenance and repair of the Common Areas, streets, drainage facilities, utility facilities transmission facilities, communication facilities, and other similar services within the Cypress Head P.U.D. Such easements may be established by one or more of the following methods:

(a) By a specific designation of an easement on a recorded plat,
(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot, or

(c) By a separate instrument subsequently recorded by the Association.

**Section 3.20** The surface water retention ponds and lakes which are designated as Common Areas shall be dedicated and/or reserved to the Association in the plats of the various subdivisions of Cypress Head P.U.D., or by other appropriate recorded documents. It is understood that the Association shall be liable for maintenance and any activities around said common area retention ponds and lakes except those maintained by the City of Port Orange. There shall be no motored boats permitted on any lake, retention pond, or any portion of the drainage system in the Cypress Head P.U.D., except that agents and independent contractors of the Association may use motored boats for the maintenance and upkeep of such areas, and for such other uses as are reasonably related to the performance of the obligations of the Association with respect to such ponds, lakes and the drainage system. The Association shall enact such other rules and regulations as are deemed necessary to regulate the usage of the lakes, retention pond, and drainage system located within the Cypress Head P.U.D. The Association and its agents shall have, and are hereby granted, all rights of ingress and egress which are necessary for the maintenance and upkeep of the Common Areas, surface water retention ponds and lakes, and the drainage system and facilities.

Nothing herein shall be interpreted under any circumstances to allow the "Storm Water Retention Area to be used for recreational purposes (except fishing) unless and until such Storm Water Retention Area is in compliance with all laws, rules, and regulations applicable to it for such recreational uses, including, but not limited to, Florida Statutes, Chapter 403.812, and any amendment thereto.

**Section 3.21** Lands located adjacent to the public Right of Way shall be subject to the setback or buffer zone prescribed by the law or the P.U.D. Agreement, as measured from the center line of right-of-way line of said rights of way. Such setback areas are not Common Areas, and the owner(s) of such areas shall be responsible for the care and maintenance of such setback areas.

Lot Owners recognize and acknowledge that the golf course is an integral and desirable design feature of Cypress Head, P.U.D., and that golf balls or other foreign objects may stray from those areas designated or dedicated for golf course play, or otherwise for use by the golfing public. The Lot owners therefore assume the risk of damage by such golf balls and the like, and understand and acknowledge that the Association shall NOT be liable for any and all such damage in any way arising from or related to the playing of golf in or on the Golf Course in Cypress Head, by the golfing public.

Lot owners may "buffer" those areas adjacent or contiguous to the golf course and its related facilities, with appropriate shrubbery or other ornamental plantings, provided that such landscaping plan of buffering is approved by the ARC.

In the event that any of such setback areas, or buffers to the Golf course, are not, in the opinion of the Board of Directors of the Association, being properly maintained, the owner(s) of the setback area shall be given written notice of this fact (such notice shall be deemed complete when mailed). If, within ten (10) days of the mailing of the notice, the owner(s) shall not have performed the necessary maintenance or upkeep to the satisfaction of the Board of Directors, the Association and its agents shall have, and are
hereby granted, all rights of ingress and egress which are necessary for the maintenance and upkeep of said setback area. The cost of such maintenance and upkeep, (including any interest thereon, and the cost of collection, including reasonable attorney’s fees) if performed by the Association, shall be a personal obligation of the owner(s) of the lands subject to such setback, and such costs shall be a charge and continuing lien on all the real property and improvements thereon owned by the owner(s) of such setback area or buffer area which are subject to this Declaration. All maintenance and upkeep costs owed to the Association shall bear interest at the maximum rate allowed by law until paid in full. The lien created pursuant to this section shall be created and foreclosed in the same manner as liens for non-payment of assessments, as set forth in Article V of this Declaration.

Section 3.22 The ARC shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any house or detached structure.

Section 3.23 The ARC shall have final approval of all exterior color plans and each builder homeowner must submit to the ARC a color (sample) showing the proposed color of the roof, exterior walls, trim, etc.

Section 3.24 Flat roofs shall not be permitted unless approved in writing by the ARC. Areas where flat roofs may be permitted with approval are Florida rooms and porches. There shall be no flat roofs on the entire main body of a home.

Section 3.25 The composition of all pitched roofs shall be tile or asphalt, or other composition approved by the ARC. Minimum roof pitch, unless otherwise approved in writing by the ARC is to be 5/12.

Section 3.26 Any swimming pool or patio to be constructed on any Lot shall be subject to requirements of the ARC, which include but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) Except as previously approved in writing by the ARC, the outside edge of any pool wall may not be closer than four feet to a line extended and aligned with the side of the walls of the house.

(c) No screening of pool area may stand beyond a line extended from and aligned with the side walls of the house.

(d) Pool screening and framing must be of an anodized bronze or white color.

(e) No above ground pools shall be permitted.

Section 3.27 No window air conditioning units shall be permitted.

Section 3.28 No casement type or Jalousie windows shall be permitted.

Section 3.29 In no circumstances are clotheslines permitted if visible from the street(s) or nearby lots.

Section 3.30 No mailboxes or paper boxes or other receptacle of any kind for use in the delivery of mail or newspapers or magazines of similar material shall be erected on any building Lot.
Section 3.31 No basketball backboards and any other fixed games and play structures shall be erected except with written approval of the ARC. Portable backboard set-ups for basketball or other sports must be stored away when not in active use and away from public view. Approved permanent structures shall be located at the rear of the Dwelling Unit. No treehouses or platforms of a like kind or nature shall be constructed on any part of a Lot.

Section 3.32 No ornamental statuary of any type, including but not limited to, bird baths, fountains, lawn statues, wind chimes, and hanging plants, will be permitted to be placed upon any Lot within the Cypress Head P.U.D. without the prior written approval of the ARC.

Section 3.33 A Florida landscaping plan for each home must be submitted to and approved by the ARC. In reviewing the building plans, the ARC shall take into consideration the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in the landscaping plans. Sodding will be required on all front, side, and rear yards. Each home must have shrubs on the front yard.

Section 3.34 No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 3.35 No alteration or change is to be made to the shoreline without the written approval of the ARC. The ARC shall not approve any fences or structures which block adjacent owner's view or enjoyment of the shoreline. No structures of a permanent or temporary nature, nor boats, rafts, etc., shall be permitted to remain on any shorelines within the Cypress Head P.U.D. for a period exceeding four (4) consecutive hours.

Section 3.36 After notice to the owner of a property in violation of this Article the Association shall have the right to enter upon a Lot to make the necessary changes in order to assure the conformity with this Article. The cost of required changes shall be charged to the owner of said Lot, and if not paid within thirty (30) days of billing, the Association shall have the right to file a lien against said property for said repairs or corrections.

Section 3.37 It is the obligation of all property owners to provide the repair and maintenance in order to ensure that the exterior landscaping, building, etc., is kept in such a manner so as not to detrimentally affect adjoining property owners or residents within the Cypress Head P.U.D. If exterior painting, landscaping, trash removal, pressure washing, etc. is not done on a routine basis in accordance with this Declaration, the Association shall have the right but not obligation to make the necessary repairs as provided for in the above paragraph.

Section 3.38 Any purchaser of any lot shall install a sidewalk on such lot, and lay turf and otherwise maintain turf on such lot, within one month after completion of construction on such lot.
Section 3.39  The Association also reserves the right to unilaterally impose Neighborhood-Mini-
Declarations upon individual neighborhoods or cluster of lots to maintain the Limited Commons elements
which uniquely serve, or which are for the unique benefit of that particular individual neighborhood, such as
the Keys, or any other residential cluster. Such "Mini-Declarations" shall provide for the establishment of
Mini-Associations, which shall have powers similar to and consistent with the Master Association, including
the power to levy and collect assessments for the upkeep and maintenance of the limited commons
elements serving that particular neighborhood. The failure of the Association to enforce any provision of
this Declaration shall not constitute a waiver thereof or any other provision of this Declaration. Invalidation
of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other
provision of this Declaration which shall remain in full force and effect.

ARTICLE IV
ASSOCIATION
Section 4.1  To effectively provide for the administration of the Common Areas by the owners
of Lots in Cypress Head P.U.D., a not-for-profit corporation (known as the Cypress Head P.U.D. Master
Homeowner’s Association, Inc., a not-for-profit Florida Corporation) has been created. The Association
shall operate and manage the Common Areas, assist in the enforcement of the restrictions and covenants
contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all
in accordance with the Covenants, Conditions, and Restrictions of this Declaration.

Section 4.2  The owner of each Lot in the Cypress Head P.U.D., shall automatically become
members of the Association upon his, her, or its acquisition of an ownership interest in title to any Lot. The
membership for each Lot owner shall be as indicated in the Articles of Incorporation of the Association. The
membership of each Lot owner shall terminate automatically at that time that owner is divested of
ownership interest or title to the Lot regardless of the means by which ownership may have been divested.

The terms and conditions within this Declaration, as supplemented and amended from time to time, shall
bind all nonresident occupants and individuals on any lot, common areas, or otherwise in Cypress Head.

Section 4.3  No person, corporation, or other business entity holding any lien, mortgage or
other encumbrance upon any Lot shall be entitled, by virtue of such lien, mortgage, or other encumbrance,
to membership in the Association or to any of the rights and privileges, or be charged with any of the duties
of such membership; provided, however, that nothing contained herein shall be construed as prohibiting
membership in the Association of a person, corporation, or other business entity which acquires title to a
Lot or Dwelling Unit either by foreclosure or by voluntary conveyance from a mortgagor, his successor or
assign.

Section 4.4  In the administration, operation and management of the Common Areas and the
enforcement of these Covenants, Conditions and Restrictions, the Association shall have and is hereby
granted full power and authority to enforce all the provisions of this Declaration, to levy and collect
assessments in accordance herewith, and to adopt, disclose and enforce such rules and regulations
governing the use and enjoyment of the Common Areas, and the administration of these covenants and
restrictions.
Section 4.5 The Association shall pay all taxes, insurance and utility expenses levied against or incurred on the Common Areas.

Section 4.6 It is intended that the Association shall maintain the Common Areas. The Association shall have no responsibility for maintaining areas or property not included in the Common Areas (as defined in subsection 1.4) hereof, including but not limited to the Golf Course itself and related facilities, and lakes specifically dedicated to the City of Port Orange. Other areas or property excluded under the terms hereof may be maintained by the respective Homeowner's Association for each Subdivision. The Association shall also maintain, or cause to be maintained, the drainage system and facilities for the Cypress Head P.U.D., consisting of those Common Areas and/or easements which are designated for this purpose on the various plats of Cypress Head P.U.D., or as otherwise designated by appropriate recorded document.

Section 4.7 The Association shall make available to Lot owners and lenders, and to holders, insurers, or guarantors of any first mortgage encumbering a Lot located in a Subdivision of Cypress Head P.U.D. current or amended copies of this Declaration, the Articles of Incorporation, and Bylaws of the Association, any other rules concerning the Cypress Head P.U.D. project, and the books, records, and financial statements of the Association. For the purposes of this Declaration, "available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage encumbering a Lot located in Cypress Head P.U.D. shall also be entitled, upon certified written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 4.8 Upon certified written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot number or Dwelling Unit number or address, any mortgage holder, insurer, or guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot or Dwelling Unit security its mortgage.

(b) Any 120 day delinquency in the payment of assessments or charges owed by the owner of any Lot or Dwelling Unit encumbered by the mortgage in question.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4.9 The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage which shall meet or exceed the insurance requirements for P.U.D. projects, as disclosed by the Federal National Mortgage Association in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5, as amended and modified from time to time. All coverages must be consistent with local and state insurance laws.

Section 4.10 After proper notice and opportunity for hearing, the Association shall have full power and authority to levy fines against members for violations of the Declaration, or any amendment or
supplement thereto, the By-Laws of the Association or Rules and Regulations duly adopted by the Association’s Board of Directors.

Any complaint for which a fine may be levied shall be in writing and signed by a homeowner, or an Officer or Director of the Association and shall be delivered to the Board of Directors or its designated agent. The Board of Directors shall thereupon provide written notice to the owner of the Lot against which the fine may be assessed of the specific nature of the alleged violation. Such written notice to owner shall be by certified mail or personal delivery to the last known address in the Association records. If written notice is unaccepted or undeliverable at the last known address of the Lot owner, the Board of Directors shall cause notice to be published for three (3) consecutive days in a newspaper of general circulation.

The notice to owner shall also specify that each recurrence of the alleged violation for each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed $100.00 per day for each offense.

In the case of a violation which presents a clear and immediate public danger, the Board of Directors or its designated agent shall act immediately to remedy the situation without calling together a hearing panel. Any costs to remedy the violation incurred by the Association shall be a personal obligation of the Lot owner where such violation was found to have occurred, and such costs shall be a charge and continuing lien on the real property and improvements thereon owned by the Lot owner. The lien created pursuant to this Section shall be created and foreclosed in the same manner as liens for nonpayment of assessments, as set forth in Article V of this Declaration.

The owner of the Lot in which the violation is alleged shall have 14 days from the date of receipt of notice, or 14 days from the date of published notice to correct said violation or request in writing a hearing on the violation by the Association. If no hearing is requested by the owner within 14 days the Board of Directors will meet within thirty (30) days to determine if the alleged violation has occurred and to levy fines as outlined above. Notice of the action of the Board of Directors shall be given by certified letter, personal delivery, or publication if a valid address is not available in the Association records.

If a hearing is timely requested, the Board of Directors or its designated agent shall cause a hearing panel of not more than five (5) nor less than three (3) members of the Association to be impaneled within twenty (20) days of receipt of written request by owner. The process of selection will be done in a random manner as outlined below.

The owner or his specified agent, or in the absence of the owner or his agent and Association representative, shall within 14 days of receipt of owner's written request for hearing randomly select ten (10) members of the Association by drawing or lot. Those ten (10) will be contacted by telephone by the Association representative to determine their willingness to serve on the hearing board. The first five (5) (or first three (3) members, if five (5) members do not agree to serve) who agree to serve will constitute a hearing panel. Among themselves, they will determine a date, place and time of the hearing on or before the end of the twenty (20) day period from receipt of owner's request for hearing. Notice of the date, time, place of the hearing and alleged violation will be mailed to the owner, the Board of Directors and members of the hearing panel a minimum of three (3) days before such hearing shall take place, and such notice shall be conspicuously posted on the bulletin board of the Cypress Head Clubhouse.
Members of the hearing panel may not be relatives to the second degree of the property, officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association.

If at least three (3) members of the original ten members randomly drawn do not agree to serve on the hearing panel, vacancies will be filled by members of the Board of Directors of the Association.

If a hearing is timely requested, the hearing panel shall meet as specified above and shall hear any defense of the charges, including any witnesses that the alleged violator or the Association may produce. Any party at the hearing may be represented by counsel. The hearing panel shall determine whether there is sufficient evidence of a violation or violations. If the determination is made that there is sufficient evidence, the Association shall inform the alleged violator or Lot owner in writing via certified letter of its decision and levy a fine for each violation not to exceed $100 per day.

If the alleged violator or his legally designated agent fails to attend a duly scheduled hearing for which notice was properly given, or if the defense offered for the alleged violation is deemed to be without merit by the hearing panel the hearing panel shall determine the existence of the violation based on evidence presented in the initial letter of complaint, and shall inform the alleged violator or Lot owner in writing of its decision and may levy a fine for each violation found to occur in an amount provided for herein.

If a hearing is not requested by the owner of the Lot in which the violation is alleged, the Board of Directors of the Association shall determine whether a violation has occurred and, if a determination is made that a violation has occurred, the Board may levy a fine as provided herein.

Subsequent to the decision of the Board of Directors of the Association, any further recourse by the owner shall be addressed to a court of competent jurisdiction.

In the event of appeal or other litigation, the prevailing party shall be entitled to costs and attorney fees. In addition, if the Association shall be the prevailing party in litigation of such violation, the Association shall recover the accrued fine from the date of first assessment, as modified.

If the same violation, or a substantial similar violation, reoccurs relative to the same owner of the Lot within one hundred twenty (120) days following the hearing of the Board or hearing panel, or if no hearing is requested one hundred twenty (120) days following the Board's determination of the original violation, such shall be construed as noncompliance on the first offense and upon written notice of the Board a fine on the re-occurrence shall immediately become effective.

A fine pursuant to this Section shall be assessed against the owner of a Lot which the violator occupies or was visiting at the time of this violation, whether or not the violator is an owner of that Lot, or, this violation is by an agent, employee, contractor, subcontractor or material man, then against the owner of the Lot who retained the agent or employee or to or from whose property the contractor or subcontractor was going at the time the offense was committed. The fine shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right a Lot owner may have to obtain from a violator reimbursement for any fine or fines assessed against the Lot owner.
Nothing herein shall be construed as a prohibition of or limitation of the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents, including, but not limited to, legal action for damages or injunctive relief. In any civil action to enforce the provisions of this Declaration the prevailing party shall be entitled to reasonable attorney fees.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation. The owner of each and every Lot or within Cypress Head P.U.D. shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, and other provisions of this Declaration, and to promptly pay to the Association or its successors or assigns the following:

(a) All periodic assessments or charges, and,

(b) All special assessments or charges imposed for the purposes set forth in Section 5.2.

Such assessments or charges shall be fixed, established, levied, and collected from time to time as provided in this Declaration.

Upon the purchase of a lot, the Lot Owner shall pay the periodic assessments through the end of the calendar year in which the closing on that lot takes place, in advance.

The periodic and special assessments (including any interest thereon, and the cost of collection including reasonable attorneys' fees, as provided in this Declaration) shall be a charge and continuing lien on the real property and improvements thereon against which the assessment is made. Each assessment (including interest, collection costs and attorneys' fees) shall also be the personal obligation of the person who was the owner of the real property at the time when the assessment first became due and payable. In the case of joint ownership each owner shall be individually, jointly and severally liable for the entire amount of the assessment (including interest, collection costs, and attorneys' fees). Such personal obligation shall not pass to successors in title of the person or persons who are the owners of the real property at the time when the assessment first became due and payable unless assumed by them (said assessment shall, however, continue to be a lien against the real property and improvements thereon against which the assessments was made).

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, such as a club house and swimming pool, repairs, replacements, and to acquire additions to the Common Areas, payment of the costs of labor, services, equipment, materials, management, maintenance of the Cypress Head P.U.D. drainage system, and other supervision necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and
property at the time of conveyance to the Association as a pre-condition to use of such facilities. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and any limited Common Areas which the Association is obligated to maintain. This fund shall be maintained out of regular assessments for common expenses. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 5.3 The Association shall, each calendar year, establish a base assessment amount (Herein “Base Assessment Amount”) to be paid to the Association by each owner of each Lot; and the Association shall determine and establish said Base Assessment Amount prior to the end of the calendar year immediately preceding the calendar year for which said Base Assessment Amount is determined and established. The owner of each Lot shall pay to the Association as a periodic assessment an amount equal to one-quarter of the Base Assessment Amount four times each year - on January 1, April 1, July 1, and October 1, provided, however, that nothing herein shall be construed to prevent the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one-tenth of the then prevailing Base Assessment Amount, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of the membership.

In addition to the emergency assessment authorized in the preceding paragraph, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the holders of sixty-six percent (66) of the total votes in the Association per State Statute 760.

Section 5.4 Anything in this Article to the contrary notwithstanding, the obligation for the payment of assessments shall transfer to the purchaser of any Lot on the date of sale.

Section 5.5 Nothing in this Article shall prohibit the owner of a Dwelling Unit from leasing the Dwelling Unit and requiring the tenant of the Dwelling Unit to reimburse the owner for the periodic assessment against the Dwelling Unit. On the first day of each calendar quarter the owner of any Dwelling Unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of the Dwelling Unit as of that date as well as provide a copy of a minimum 12 month lease. So long as the tenant has legal possession, an owner’s right to enjoy the common Areas of the Cypress Head P. U. D. shall run in favor of the tenant.

Section 5.6 Assessments which are not paid on or before the due date shall be delinquent, and each delinquent assessment shall bear interest at the maximum interest rate allowed by law until it is paid in full. If all or any portion of any assessment payment is not received within fifteen (15) days following its due date, a late charge of $25.00 shall become immediately due and payable without notice. In addition to the accrual of interest and late charges, when an assessment becomes delinquent in payment, the Association may record a claim of lien in the Public Records of Volusia County, Florida, to perfect the lien for such assessment and late charges, against the Lot and other property of the owner(s) who defaulted in
the payment of assessment. There shall be no exception from the payment of any assessment or installment unless approved by the Association.

Section 5.7 The Association, upon written request of any Lot owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's Lot. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as to the status of assessments.

Section 5.8 All revenue collected by the Association shall be segregated, held, and used as the separate property of the Association and may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common Areas. Revenue collected by the Association from one lot owner may be commingled with monies collected from all or some other owners.

Section 5.9 Although all funds and other assets of the Association, and any profits derived there from, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to those funds and assets, except as an appurtenance to his lot. When an owner of a Lot ceases to be a member of the Association by reason of the divestment of his ownership of the Lot, by whatever means that divestment occurs, the Association shall not be required to account to that owner for any share of the funds or assets of the Association.

Section 5.10 Recognizing that proper management and operation of the Common Areas (including improvements) results in benefit to all members of the Association, the Association is hereby granted a lien upon all Lots and the respective interest of each member of the Association in the Common Areas and improvements, to secure the prompt payment of each and every assessment made in accordance with this Declaration. Each Lot owner shall be liable for and this lien shall secure, the full amount of the assessment, any late charges, and any accrued interest, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or any other of the provisions of this Declaration.

Section 5.11 The lien established above may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interest, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all advances. Notwithstanding the foregoing, in the event a Lot is transferred by means of a deed in lieu of foreclosure, upon request of the holder of a first mortgage, the Association shall subordinate its lien for any assessments which were due and payable prior to the date of such transfer to the lien of such first mortgage.

Section 5.12 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or who may acquire a mortgage, lien or other encumbrance of a Lot are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities
shall acquire their rights, title and interest in and to said Lot expressly subject to the lien rights provided herein.

Section 5.13  The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Volusia County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when they became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys’ fees, and advance to pay taxes and prior encumbrances and interest thereon. The claim of lien shall be signed and verified by the President, Vice President, or Secretary of the Association. When full payment of all sums secured by the lien is made, the claim of lien shall be satisfied of record by the President, Vice President, or Secretary of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the mortgage or claim of lien is recorded prior to the Association's claim of lien.

Section 5.14  Any 3rd party purchaser of the Lot in a mortgage foreclosure or other legal proceeding shall be responsible for ALL assessments, charges, liens or any other charges against the said property prior to the date of purchase by the aforesaid 3rd party purchaser.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 6.1  Every owner of a Lot 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 6.2  The Association shall have one class of voting membership.

Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half (1/2) of a Lot shall be deemed to own one Lot for voting purposes, and shall be entitled to the one vote for that lot.

ARTICLE VII

AMENDMENT AND TERMINATION

Section 7.1  The holders of sixty-six 2/3 percent (67%) of the total votes in the Association may amend or modify the provisions of this Declaration as they deem necessary or desirable, provided so long as such amendment or modification does not substantially change the character, nature, or general scheme of development of the Cypress Head P.U.D.

Amendments to this Declaration shall be adopted by the members by vote at any membership meeting. The passage of an amendment shall be evidenced by a certificate executed by the president and the secretary of the Association with the formality of a deed and recorded in the Public Records of Volusia County, Florida, certifying to the adoption of the amendment.

The Board of Directors of the Master Homeowner’s Association may issue clarifications of existing CC&R’s without the need for a vote when such clarification does not substantially change the character, nature, or general scheme of a pertinent CC&R section.
ARTICLE VIII
USE OF COMMON PROPERTY

Section 8.1 Except as otherwise noted, the Common Areas, as hereinabove specifically described, shall be subject to a perpetual non-exclusive easement in favor of all of the owners of Lots lying within the Cypress Head P.U.D. and any future residential Subdivisions of Cypress Head P.U.D. for the use of those owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, including ingress and egress, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of those owners.

The surface water retention ponds and lakes which are designated as Common Areas shall be, and are hereby declared to be, subject to a perpetual non-exclusive easement for drainage purposes in favor of all owners of residential and Lots in the Cypress Head P.U.D. It is intended that said surface water retention ponds and lakes shall be part of an interconnecting drainage system within Cypress Head P.U.D.

By accepting any instrument of conveyance or by taking possession or occupancy of any Lot in any existing Subdivision Cypress Head P.U.D. the person accepting the conveyance or taking possession agrees to abide by and comply with all rules and regulations by the Association now in effect or which may be adopted in the future, it being understood that compliance with those rules and regulations is necessary for the orderly enjoyment of all Common Areas and recreational facilities. It is the responsibility of the Association to maintain drainage facilities other than those on the golf course property, Master Common Areas, common landscaping and common lighting. Other Common Areas excluded under the terms hereof shall be maintained by the respective homeowner’s association of each Unit.

Section 8.2 The rights and easements of enjoyment created hereby shall be subject to the:

(a) The right of the Association in accordance with its Articles and By Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said property, except that the Association shall not have the right to mortgage the streets shown on any subdivision plat of the subject property; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) The right of the Association, as provided in its rules and regulations and By-Laws, to suspend the enjoyment right of any member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations except for utility easements and streets shown on a recorded subdivision plat; and

(d) The right of the Association to enact and amend rules and regulations governing the operation and usage of the Common Areas, and charge reasonable admission and other fees for the use of the Common Areas other than the streets and utility easements on any recorded plat; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as
may be agreed to by the members; provided, however, that no such dedication, transfer, or
determination as to the purposes or as to the conditions thereof, shall be effective unless
written notice of the proposed agreement and agreement and action hereunder is sent to
every member at least thirty (30) days in advance of any action taken; and unless two-
thirds (2/3rds) of the Cypress Head Homeowners membership agree to such dedication,
transfer, purpose or condition; and

(f) Except as to certain Common Areas which are intended for the use and enjoyment of
owners in a specific Subdivision of Cypress Head P.U.D. or portion thereof, the rights of a
member of the Association shall in no way be altered or restricted because of the location
of the Common Areas in a phase of the Cypress Head P.U.D. in which such member is not
a resident. The Common Areas shall be used by the total residential membership,
notwithstanding the section or phase of the Cypress Head P.U.D. in which the Lot is
acquired; and

(g) A non-exclusive and perpetual right of ingress and egress over and across the streets and
easements shown on any recorded subdivision plat for the benefit of the residential Lot
owners, their guests, contractors, invitees and domestic help, and for delivery, pickup and
fire protection services, police and other authorities of law, United States Postal Service
carriers, representatives of utilities, contractors and sub-contractors authorized by the
Association to serve the Common Areas, holders of mortgage liens on any portion of the
subject property and such other persons as the Association from time to time may
designate. Regardless of the preceding provisions, the Association reserves the
unrestricted and absolute right to deny right of ingress to any person who, in the opinion of
the Association, may create or participate in a disturbance or nuisance to any part of the
Cypress Head P.U.D. or owner therein. The rights created herein may be limited with
respect to certain private streets designated as "Restricted Access Rights-of-Way" in any
of the plats of the Cypress Head P.U.D. whereby access may be limited to certain
designated persons, as specified in said plat or in other appropriate recorded documents.

Section 8.3 The Association shall have the responsibility for the operation, management and
maintenance of the common areas intended for the use and enjoyment of its members, and their guests
and invitees, except for those areas deeded to a sub-association. Those specific areas include the common
areas of the Golf Villas, and the common areas designated and identified on the plat for Phase II-C,
Cypress Head Planned Unit Development, recorded in the Official Records for Volusia County, Florida in
Plat Book 47, Page 80 and the common areas designated and identified on the Plat for Phase II-D,
Cypress Head Planned Unit Development, recorded in the official Records for Volusia County, Florida in
Plat Book 49, Page 25, which are maintained by the Residential Homeowner’s Association.
ARTICLE IX
COVENANTS AGAINST PARTITION
AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot within the Cypress Head P.U.D., and any future residential Subdivision of the Cypress Head P.U.D., is dependent upon the use and enjoyment of the Common Areas with improvements, and that it is in the interests of all of the owners that the membership in the Common Areas be retained by the owners of Lots, it is therefore declared that the membership rights of any owner in the Common Areas shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall exist no right to transfer the membership rights in the Common Areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the Lot in Cypress Head P.U.D. Any conveyance or transfer of a Lot in Cypress Head P.U.D. shall include the membership rights in the Common Areas appurtenant to that Lot whether or not such membership rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE X
CONVENANTS TO RUN WITH LAND

The restrictions and covenants, and benefits and burdens imposed by this Declaration shall constitute covenants running with the lands within the Subdivisions described herein and the Unplatted Parcels, and each shall constitute an equitable servitude upon the owner of such lands, or any portion thereof, upon the appurtenant undivided interest in the Common Areas, and upon the heirs personal representatives, successors, and assigns of each owner, and shall likewise be binding upon its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by sixty-seven percent (67) of the then record owners of the Lots in the Cypress Head P.U.D. containing an agreement of those owners with respect to the repeal, in whole or in part, of the provisions of this Declaration, is recorded in the Public Records of Volusia County.