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**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
CYPRESS TRAIL SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CYPRESS TRAIL SUBDIVISION ("First Amendment") is made and entered into this 1st day of June, 2020, by **GRANDE CHAMPION PARTNERS, LLC**, a Florida limited liability company, whose address is 77 Almeria Street, St. Augustine, Florida 32084 ("**Developer**").

RECITALS

WHEREAS, Developer is the "Developer" under that certain Declaration of Covenants and Restrictions for Cypress Trail Subdivision recorded in Official Records Book 7728, Page 2445 of the Public Records of Volusia County, Florida (the "**Declaration**") concerning a residential community in the City of Ormond Beach, Volusia County, Florida known as Cypress Trail and more particularly described in the Declaration. All capitalized terms used in this First Amendment without definition shall have the same meanings given to such terms in the Declaration.

WHEREAS, Developer is the sole Class B member, and control of the Association has not been turned over to the Owners.

WHEREAS, pursuant to Section 13.5 of the Declaration, the Declaration may be amended by an instrument signed by the Owners holding two thirds (2/3) or more of the total votes of the Association.

WHEREAS, Developer, as the Owner holding over two thirds (2/3) of the votes of total membership of the Association, desires to amend the Declaration as more particularly set forth in this First Amendment.

NOW, THEREFORE, Developer, for itself and its successors in interest and assigns, by the execution and recording of this First Amendment in the Public Records of Volusia County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follow:

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this First Amendment.

2. Definitions. Notwithstanding anything to the contrary set forth in the Declaration:

a. "Builder" means any person or entity that purchases Lots from the Developer for the purpose of constructing homes on such Lots for sale to third party purchasers, including but not limited to D.R. Horton, Inc., a Delaware corporation ("**DHI**").

4. Preferred Builder Rights. Notwithstanding anything to the contrary set forth in the Declaration, nothing in the Declaration shall be deemed to limit the ability of Builders, their agents, servants, employees, invitees, successors or assigns, to develop, construct, market, or sell homes on Lots, as determined by such Builders in their sole discretion. In connection with, but not in limitation of, the foregoing, the Association hereby acknowledges and agrees that each Builder:

a. shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during such period of time as Builders are engaged in any construction or improvement work, sales, leasing or marketing on or within the Property, and each Builder shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof;

b. shall have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Property to facilitate sales and marketing of the Property in such Builder's sole and absolute discretion, and no Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper any Builder, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity;

c. shall be exempt from all architectural control requirements under Article VI of the Declaration; and

d. shall be exempt from all assessments, fees, and costs levied under Article VII of the Declaration, or otherwise, as to Lots owned by such Builder

(collectively, the "**Preferred Builder Rights**"), provided that no such exercise of Preferred Builder Rights may affect the operation or maintenance of Surface Water or Stormwater Management System.

Notwithstanding anything to the contrary set forth in the Declaration, this Section shall not be amended without the joinder and consent of DHI, so long as DHI owns any Lot.

5. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this First Amendment and the terms and provisions of the Declaration, the

terms and provisions of this First Amendment shall control. Otherwise, the Declaration is unmodified and remains in full force and effect. From and after the date of execution and recording of this First Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this First Amendment.

6. Severability. The invalidity or unenforceability of any particular provision of this First Amendment shall not affect the other provisions hereof, and this First Amendment shall be construed in all respects as if the invalid or unenforceable provision were omitted.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this First Amendment as of the date first written above.

DEVELOPER:

GRANDE CHAMPION PARTNERS, LLC,
a Florida limited liability company

Signed, sealed and delivered in the
presence of:

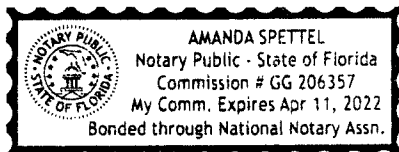
Print Name: *Terse Killebrew*
Print Name: *Amanda Spettel*

By: *[Signature]*
Name: *Andrew T. Norgart*
Title: *Manager*

DATED: *June 19*, 2020

STATE OF *Florida*)
COUNTY OF *St Johns*)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this *19* day of *June*, 2020, by *Andrew Norgart*, as *manager* of **GRANDE CHAMPION PARTNERS, LLC**, a Florida limited liability company, on behalf of said entity. He/She (check appropriate box) ☒ is personally known to me or ☐ has produced his/her State of _____ driver's license as identification.



(NOTARY SEAL OR STAMP)

[Signature]
Name: *Amanda Spettel*
Title: Notary Public
My Commission Expires: *4/11/22*