

Subject of Use Restriction	Article	Corresponding Article from the Covenants, Conditions & Restrictions	Fine
Residential Purposes (Business Activity)	Article 9	<p>9.1 No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit, (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into Winding Cypress who do not reside in Winding Cypress or door-to-door solicitation of occupants of Winding Cypress; and (d) the business activity is consistent with the residential character of Winding Cypress and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.</p>	Warning, \$100

Signs	Article 9	<p>9.2 <u>Signs.</u> No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Winding Cypress without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations, Architectural Review Guidelines, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within Winding Cypress may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted inside or outside of Winding Cypress be permitted within Winding Cypress without the express written consent of the Board of Directors, or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.</p>	Warning,\$25
Nuisance	Article 9	<p>9.3 <u>Nuisance.</u> Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.</p>	Warning,\$50
Nuisance	Article 9	<p>All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area.</p>	Warning,\$25
Underground Utility Lines and Service	Article 9	<p>9.4 All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.</p>	Warning \$50

<p>Common Area</p>	<p>Article 9</p>	<p>9.5 No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise provided in this Declaration and its exhibits or with respect to the Developer’s reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.</p>	<p>Warning, \$50</p>
<p>Pets and Animals</p>	<p>Article 9</p>	<p>9.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets (not to exceed a total of three (3) pets, excluding tropical fish) may be kept (except for pit bulls, “wolf hybrids”, or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner’s Parcel and shall not be permitted to run freely. When outside the Owner’s Unit, all pets must be carried or secured with a hand held leash. The person walking the pet must pick up all solid waste and deposit it in an appropriate trash container.</p>	<p>Warning, \$50</p>
<p>Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers - (In Garage)</p>	<p>Article 9</p>	<p>All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. PARKING PASS FOR APPROVED EXCEPTIONS, MUST BE APPROVED AND PROVIDED BY HOA IN ADVANCE.</p>	<p>Warning, \$50</p>

Parking on Driveways	Article 9	9.7 (A) Vans, pick-up trucks, passenger cars and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Such vehicles may be parked on driveways overnight. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer.	Warning, \$25
Parking	Article 9	9.7 (A) Parking in any road is prohibited. Parking in any portion of the Common Areas designated for such purpose is permitted, but overnight parking is prohibited.	Warning, \$25 Contact HOA for special circumstances PRIOR to event.
Garage Doors	Article 9	9.7(A) Garage doors must be kept closed except when a vehicle must enter or exit the garage or for reasonable periods of time while the Unit's occupant(s) use the garage for typical uses associated with a residential dwelling which are not in conflict with the Governing Documents.	Warning, \$25
Motorcycles	Article 9	9.7(A) Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.	Warning, \$25
Commercial Vendor Vehicles	Article 9	9.7(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) daylight hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance. Commercial vendor vehicles may not be parked in the Common Areas overnight.	Warning, \$25
Exterior Colors	Article 9	9.8 No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgement of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Winding Cypress. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.	Re-painting, Warning \$100
Driveway and Parking Areas	Article 9	9.10 All driveways shall be constructed of concrete or pavenstone. The Owner shall be obligated to keep his driveway clean and well maintained.	Warning, \$25

Antennas/Dish	Article 9	<p>9.11 Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, (“Reception Device”) shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. ARC Guidelines: Satellite Dishes may not be mounted on the zero -lot easement side of the home. They must be installed at ground level and properly concealed from view and landscaped.</p>	Warning, \$50
Flagpoles	Article 9	<p>9.11 A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5’ x 6’. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.</p>	Warning, \$25
Outdoor Equipment - Equipment	Article 9	<p>9.12 All oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities.</p>	Warning, \$25
Garbage/Recycling Cans	Article 9	<p>9.12 All trash containers shall be stored in the garage except on trash “pick up” days.</p>	Warning, \$25

After Market Irrigation Systems	Article 9	9.12 All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.	Warning, \$25
A/C and Heating Equipment	Article 9	9.13 All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.	HOA if required, needs to check landscaping plans to see what every unit is supposed to have in place.
Solar Collectors	Article 9	9.14 The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.	Warning, \$50
WALLS	Article 9	9.15 Except as otherwise provided in Section 9.12 and walls installed by Developer, no wall shall be constructed on any Parcel.	Warning, \$100
Fences	Article 9	9.15 Owners may install fences, subject to specifications adopted by the Architectural Reviewer.	Warning, \$100
Hurricane Shutters	Article 9	9.15 Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer.	Warning, \$100
Laminated Glass/Window Film	Article 9	9.15 Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.	Warning, \$100
Lighting	Article 9	9.16 Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer. Seasonal decorative lights may be displayed between the day after Thanksgiving and January 10th only.	Warning, \$100
Clothes Dying Area/Clothes	Article 9	9.18 No outdoor clothes drying area or clotheslines are permitted.	Warning, \$100
Pools	Article 9	9.19 Above ground pools are prohibited	Warning, \$100

Hurricane Season	Article 9	9.21 An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed. ARC GUIDELINES: Only if, Hurricane shutters have been painted white or a color to match exterior of the home and provided approval by the Architectural Reviewer can the owner have their shutters installed during the hurricane season from June 1 - November 30. Shutters may ONLY be installed if Owner IS NOT IN RESIDENCE.	Need to get Board's thoughts on this one before we come up with any fines.
After Market Hurricane Shutters	Article 9	9.21 At no time shall hurricane shutters be installed, without prior written consent of the Architectural Reviewer.	Warning, \$100
Golf Carts - Parking	Article 9	9.22 Owners may keep golf carts only within an enclosed garage, except for the temporary parking of golf carts in the driveway of a Parcel or in such portion of the Common Areas specifically designated for golf cart parking.	Warning, \$25
Golf Carts - Boundaries	Article 9	9.22 No golf cart shall be driven outside the entrance area or boundaries of Winding Cypress.	Warning, \$50
Golf Carts - Annual Insurance	Article 9	9.22 Each Owner who uses or permits his or her golf cart to be used in Winding Cypress shall provide the Association, on an annual basis, with proof of liability insurance in connection with the operation of his or her golf cart, and such insurance shall have such limits as shall be approved by the Association as an additional insured, and shall provide the Association with thirty (30) days' notice prior to its cancellation.	Warning, \$100
Driver Age Restriction	Golf Cart Use Restriction Agreement	Golf Cart Use Restriction Agreement. 2. Driver Age. Subject to the terms of this section, it shall be unlawful for any person who is under fourteen (14) years old to drive or operate an electric golf cart vehicle upon the paths and roadways which comprise or shall comprise the roadway network owned and operated and so designated by Winding Cypress.	Warning, \$100
Drones and Other Aerial Devices	Rules & Regulations	22. With the exception of the declarant for marketing purposes, preserve and land inspections, the use and operation of the drones within Winding Cypress is strictly prohibited.	Warning, \$50

Maintenance of Common Areas, Parcels and Units	Article 7	<p>7.2 Owner Maintenance: Owners shall maintain, repair and replace their parcels, units and any other improvements, modifications and additions thereto in a safe, clean orderly and attractive condition except for those portions to be maintained, repaired and replaced by the association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the parcel or unit, whether with or without approval from the architectural reviewer, such owner shall be deemed to have warranted to the association and its member that his contractor is properly licensed and insured and that the owner will be financially responsible for any resulting damage to persons or property not paid by contractor's insurance ☐</p>	Warning, \$100
Maintenance of Common Areas, Parcels and Units	Article 7	<p>7.2 Sidewalks : Owners shall keep the sidewalks located on their parcels clean (including by pressure washing as necessary) and free from impediments to pedestrian traffic.</p>	Warning, \$100
Negligence: Damage Caused by Condition in Unit	Article 7	<p>7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents.</p>	Warning with requires repairs, \$100
Leasing	Article 12	<p>12.4 Only entire units may be leased. The minimum leasing period is thirty (30) days and the maximum leasing period is one (1) year. No unit may be leased more than three (3) times in one calendar year.</p>	Warning, \$100
Suspension of Members Use of common area and Facility	Article 8	<p>Section C: The Association may suspend, for a reasonable amount of time, the right of a member, or a members tenant, guest, or invitee, to use the common area and facilities, for failure of the owner of the parcel or its occupant, lessee or invitee to comply with any provision of the governing documents.</p>	Non Compliance
Suspension of Members Use of common area and Facility	Article 8	<p>Section F: The Association may suspend the voting rights of parcel or member for nonpayment of monetary obligation due to the association that is more than (90) days delinquent.</p>	90 Days

7.7 Stormwater Management System.	Article 7	<p>7.7 The lakes shall not be available for use by Owners (except for catch and release fishing, to the extent allowed by the Permit and the Board of Directors) or the Association, nor shall they in any manner interfere with or alter the Stormwater Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners shall be allowed to fish solely behind their home or on common property only. Should not interfere with the privacy of other homes.</p>	<p>Warning with required remediation if any, \$100</p>
Encroachments into Lake Maintenance Easements Prohibited	Article 5	<p>5.6 <u>Encroachments Into Lake Maintenance Easements Prohibited.</u> Owners may not install any landscaping, improvement or structure of any kind, including, without limitation, a pool, wall, fence or screen, which encroaches into or alters the slope of any lake maintenance easement.</p>	<p>Warning with required removal, \$100</p>

LAST REVISED April 19th, 2019