

The following pages are the covenants, conditions, restrictions, etc. for:

Taylor Groves in Lake Wales, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the homeowner, tenant, buyer, seller, etc. to contact the Homeowner's Association directly for any additional documents, information, and/or updates that may not be included here.

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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR TAYLOR GROVES**

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**NOTICE: PURSUANT TO Article VIII, Section 8, UPON THE SALE OR RESALE OF A
DWELLING, A WORKING FUND CONTRIBUTION IS REQUIRED TO BE PAID.**

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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR TAYLOR GROVES**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR TAYLOR GROVES ("Declaration") is made as of this 15th day of November, 2023, by **D.R. HORTON, INC.**, a Delaware Corporation, whose mailing address is 7835 Osceola Polk Line Road, Davenport FL 33896, hereinafter referred to as "**Declarant**."

RECITALS:

A. Declarant is the owner of certain real property located in the City of Lake Wales, Polk County, Florida and more particularly described on **Exhibit "A"** attached hereto and hereby incorporated herein ("**Property**").

B. Declarant intends that the Property be developed as a single-family residential community known as "Taylor Groves".

C. Declarant is the developer of the Property, which is a "Community" (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant desires to ensure that the Property is subdivided, developed, improved, occupied, used and enjoyed pursuant to a uniform plan of development, and in this regard, Declarant desires to impose this Declaration upon the Property and possibly upon certain other properties, as more particularly described in this Declaration, that are now or hereafter owned by Declarant, at such time and pursuant to such processes as are more particularly described in this Declaration, to the effect that such other properties shall be subject to the covenants, conditions, easements and restrictions more particularly set forth herein.

E. Declarant further intends that the properties subjected to this Declaration will be developed with various common properties and facilities benefiting all owners of such property, all as more particularly set forth in this Declaration.

NOW, THEREFORE, Declarant, as the owner of fee simple title to the Property, hereby declares that all of the Property is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, reservations, liens and charges contained within this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and shall run with title to the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property, or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said Property.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. **"Approved Builder"** shall mean a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover).

B. **"Architectural Guidelines"** shall mean and refer to any criteria, guidelines and Rules and Regulations adopted by the ARB, from time to time, including any amendments thereto, pertaining to the architectural guidelines, criteria and control provisions applicable to development within the Property, all pursuant to Article IX of this Declaration.

C. **"Architectural Review Board"** or **"ARB"** or **"ARC"** shall refer to any body/board established pursuant to the provisions of, and for the purposes set forth in, Article IX of this Declaration.

D. **"Articles of Incorporation."** or **"Articles"** shall mean the Articles of Incorporation of the Association as they may exist from time to time pursuant to, and in compliance with, the provisions of this Declaration, a true and correct copy of which, as same exist as of the Effective Date, are attached hereto as **Exhibit "B"**.

E. **"Assessments"** shall mean and refer to any assessments of an Owner by the Association for Common Expenses and other items pursuant to, and in accordance with, and for the purposes specified in, Article VIII of this Declaration.

F. **"Association"** shall mean and refer to the Taylor Groves Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

G. **"Association Act"** shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated, or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720 of the Florida Statutes. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the Community, shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

H. **"Board"**, **"Board of Directors"** or **"Directors"** shall mean and refer to the Board of Directors of the Association, which shall be the body responsible for the general governance and administration of the Association, and which body shall be selected, appointed, or elected as provided in the Governing Documents.

I. **"Builder"** shall mean and refer to a person or entity that has acquired or that acquires title to any Lot, Unit, or portion of the Residential Property, expressly in furtherance of: (1) the business of developing said Lot, Unit, or portion of the Residential Property, for eventual construction of Dwellings thereon in the ordinary course of such person's or entity's business; or (2) the business of constructing Dwellings thereon for later sale to a bona fide third-party purchaser that is not a Builder or an affiliate of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) or Unit(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a

Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

J. **"Bylaws"** shall mean and refer to the Bylaws of the Association as they may exist from time to time pursuant to, and in compliance with, the provisions of this Declaration, a true and complete copy of which is attached hereto as **Exhibit "C"**.

K. **"City"** shall mean and refer to the City of Lake Wales, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

L. **"Common Area(s)"** shall mean and refer to all real and personal property from time to time owned or held by the Association, or any rights or interests of the Association in any real or personal property, including, but not limited to: (i) "Common Areas" (as that term is defined in the Association Act), ponds, recreation areas, parks, open spaces, and green spaces that are located within the Property and owned from time to time by the Association; (ii) the Common Area Tracts; (iii) the Surface Water Management System, to the extent the Association owns same or has the maintenance responsibility with regard to or concerning same; (iv) any Conservation Areas; and (v) all easements, rights and other interests established in favor of the Association by this Declaration or any Recorded Plat or any portion thereof.

M. **"Common Area Tract(s)"** shall initially mean and refer only to the platted tracts set forth on the Initial Plat and identified on **Exhibit "D"** attached hereto and made a part hereof as to be owned (in fee simple no later than Turnover) by the Association, which exhibit also depicts, subject to the terms of this Declaration, the party or entity responsible for maintaining said Common Area Tracts.

N. **"Common Expenses"** shall mean and refer to the actual and estimated costs and expenditures, including reasonable reserves if established by the Members pursuant to Article VIII, Section 3 herein, for maintenance, operation, and other services required or authorized to be performed by the Association, and for any other purpose or function of the Association, all of the foregoing pursuant to this Declaration and the Association Act, including, but not limited to, costs and expenditures incurred with respect to Common Area, all as may be found to be reasonably necessary by the Board from time to time pursuant to the Governing Documents. Except as otherwise expressly set forth in Governing Documents, all undertakings, duties, responsibilities, obligations, activities, outlays, and costs and expenditures of the Association concerning the Property, and in enforcing the terms, conditions, and provisions of the Governing Documents, the Community-Wide Standard, and the Rules and Regulations, shall all be done at Common Expense.

O. **"Community"** shall mean and refer to the real property encumbered by this Declaration, together with any approved modification thereto.

P. **"Community Development District"**: As defined in Chapter 190 of the Florida Statutes.

Q. **"Community-Wide Standard"** shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Community. Declarant initially, subject to the consent of each Approved Builder, and until the time of Turnover, shall

establish any such Community-Wide Standard. Thereafter, such standard shall be determined by the Board and/or the ARB. The Community-Wide Standard may evolve as development progresses and as the Community changes and evolves.

R. **"Conservation Areas"** shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a conservation easement pursuant to the provisions of Article VII, Section 13.

S. **"County"** shall mean and refer to Polk County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

T. **"Declarant"** shall mean and refer to D. R. Horton, Inc., a Delaware corporation, and any successor or assign designated as the Declarant pursuant to the provisions of Article XVIII Section 5, of this Declaration.

U. **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for Taylor Groves, as same may from time to time be amended.

V. **"District" or "Water Management District"** shall mean and refer to the Southwest Florida Water Management District or any successor governmental agency.

W. **"District Permit(s)" or "Water Management District Permit(s)"** shall mean and refer to all permits and approvals associated with the Surface Water Management System, including, but not limited to, any environmental resource permits, and any applicable County or City permits and approvals and other Water Management District permits and approvals pertaining to the Surface Water Management System.

X. **"Division"** shall mean and refer to the Division of Florida Condominiums, Timeshares, and Mobile Homes, or any successor governmental agency, division, or department of the State of Florida.

Y. **"Dwelling" or "Residence"** shall mean and refer to any single-family residence or dwelling unit located, or to be located, on a Lot or Unit.

Z. **"Effective Date"** shall mean and refer to the date that this Declaration is recorded in the Public Records.

AA. **"Fiscal Year"**: The first fiscal year shall begin on the date of incorporation and end on December 31 of that year (**"Fiscal Year"**). Thereafter, the Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

BB. **"Governing Documents"** shall have the meaning ascribed to that term in the Association Act.

CC. **"Individual Assessment"** shall mean and refer to a specific assessment charged against a particular Member or its Residential Property.

DD. **"Initial Plat"** shall mean and refer to the plat of Taylor Groves, recorded at Plat Book 202, Page 11, Public Records of Polk County, Florida.

EE. **"Institutional Lender"** shall mean and refer to a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or any other lender generally recognized in the County as an institutional lender or secondary mortgage-market institution that owns or holds, insures or guarantees, a first-lien or first priority position Mortgage encumbering a Lot.

FF. **"Limited Common Area"** shall mean and refer to any portion of the Common Area designated as Limited Common Area by Declarant from time to time pursuant to the provisions of Article IV, Section 10 of this Declaration.

GG. **"Limited Common Area Expense"** shall mean Common Expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association with respect to any Limited Common Area.

HH. **"Lot"** shall mean and refer to any numbered lot shown upon any recorded Plat of all or any portion of the Property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

II. **"Member"** shall mean and refer to each member of the Association as provided in Article V of this Declaration and shall include all Owners.

JJ. **"Monetary Obligation"** shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the terms of the Governing Documents, the Rules and Regulations, or under the Association Act.

KK. **"Mortgage"** shall mean and refer to a bona fide first lien or first priority permanent or construction mortgage, deed of trust, deed to secure debt, security deed, or any other form of instrument used to create a security interest in real property, including any collateral security documents executed in connection therewith, made in good faith and for value.

LL. **"Mortgagee"** shall mean and refer to a beneficiary or holder of a Mortgage, including, but not limited to, an Institutional Lender.

MM. **"MSBU(s)"** shall mean and refer to a Municipal Services Benefit Unit.

NN. **"MSTU(s)"** shall mean and refer to a Municipal Services Taxing Unit.

OO. **"Officers"**: As that term is defined in the Bylaws.

PP. **"Owner"** shall mean and refer to the owner, as shown by the records of the Association, of fee simple title to any Residential Property. Owner shall not mean or refer to the holder of a Mortgage unless and until such holder has acquired title pursuant to foreclosure proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any Tenant.

QQ. **"Plat"** shall mean and refer to any plat(s) of the Property, as recorded or to be recorded in the Public Records including, but not limited to, the Initial Plat.

RR. **"Property"** shall initially mean and include the real property legally described on **Exhibit "A"** attached hereto and incorporated herein and any Additional Property (as later defined herein) annexed pursuant to the provisions of Article II, Section 2, hereof.

SS. **"PSP/DP"** shall mean and refer to any preliminary subdivision plan/development plan for the Property as approved by the City from time to time. The term PSP/DP shall include final engineering plans to the extent approval of such engineering plans is the equivalent of PSP/DP approval by the City.

TT. **"Public Records"** mean and refer to the Public Records of the County.

UU. **"Recorded Plat"** shall mean and refer to any Plat(s) as of the Effective Date or thereafter recorded in the Public Records including, but not limited to, the Initial Plat.

VV. **"Residential Property"** shall mean and refer to: (i) any Lot; and (ii) any portion of the Property which has not been subdivided or platted into Lots via a Recorded Plat, but which is shown, depicted, or contemplated on any PSP/DP or Plat for development of detached single-family residential homes, including any improvements constructed thereon. As of the Effective Date, Lots are the only type of Residential Property contained within the Property.

WW. **"Rules and Regulations"** shall mean and refer to any and all written rules, regulations, procedures, criteria, guidelines and standards of the Association: (1) governing and/or restricting the use of Property; (2) governing the conduct of the Members/Owners and members of such Member's/Owner's family, Tenants, guests or other invitees; and (3) governing the operation of the Association, which rules and regulations are adopted by the Declarant, the Board, the ARB, or any duly appointed committee or subcommittee of the Board, pursuant to the Governing Documents or the Association Act, including, but not limited to, the Architectural Guidelines and the Community-Wide Standard, as any of such rules and regulations may be changed, modified, altered, amended, rescinded, supplemented and augmented from time to time.

XX. **"Supplement"** shall mean any supplement, amendment or modification of this Declaration made consistent with, and pursuant to the provisions of, this Declaration.

YY. **"Surface Water Management System", "Stormwater Management System" or "SWMS"** shall mean and refer to the system including, but not limited to, berms, pipes, culverts, structures, drainage swales, roadway and rear-yard under-drains, and stormwater drains, detention and retention areas and facilities, designed and constructed or implemented to control discharges which are necessitated by rainfall events, and incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage,

environmental degradation and water pollution, or to otherwise control the quantity and quality of discharges from the Property.

ZZ. **"Tenant"** or **"tenant"** shall mean and refer to any tenant, lessee, subtenant or sublessee, beneficiary under any land trust pursuant to Section 689.071 of the Florida Statutes, or any other occupant or possessor that is not the Owner thereof, of any Residential Property or improvement thereon, whether or not such relationship is documented by a lease, a sublease, a trust agreement, or any other document or writing (collectively, **"Lease"**).

AAA. **"Turnover"** shall mean the transfer of operation of the Association by the Declarant pursuant to Section 720.307 of the Association Act.

BBB. **"Turnover Meeting"** shall mean and refer to the meeting to allow Members other than Declarant to elect a majority of the Directors to the Board pursuant to Section 720.307 of the Association Act.

CCC. **"Unit(s)"** shall mean and refer to residential dwelling unit(s) allocated to any unplatted portion of the Property that is intended to be developed for detached single-family residential homes. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units equal to the residential dwelling units designated for such parcel on land use plan, site plan, preliminary plat or PSP/DP approved by Declarant, whichever is more recent. Upon the recording of a Plat of such parcel in the Public Records, the Lots designated on the plat or subdivision map shall constitute and replace the Units otherwise allocated to such platted parcel.

DDD. **"Voting Member"** shall mean and refer to (i) Declarant as to votes allocated to the Class C Member (or Declarant's designated individual representative, if Declarant is an entity other than an individual), and (ii) each Owner of a Residential Property (or said Owner's designated individual representative, if said Owner is an entity other than an individual).

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The Property is hereby made subject to, and encumbered, governed, benefited and burdened by, this Declaration; provided, however, that any portion of the Property dedicated or conveyed to a governmental or quasi-governmental entity (other than a public school board) for use by or on behalf of the public shall, with no further action required, be deemed released from this Declaration.

Section 2. Annexation and Withdrawal.

A. Declarant hereby reserves to itself, and shall hereinafter have, the right, but not the obligation, at any time and from time to time prior to Turnover, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, including any Owner: (i) to impose this Declaration upon any real property that has a land use designation that allows for single family residential development (with, as applicable, the consent of the fee simple owner or owners of any such real property) (**"Additional Property"**); and (ii) to withdraw from the provisions of this Declaration any of the Property (or, if applicable, Additional

Property), which continues to be owned by Declarant, or by any party that owns such real property and consents to the withdrawal, and which property has not been expressly designated herein as Common Area or designated as such on a Recorded Plat. Annexations or withdrawals under this Article II, Section 2.A shall be accomplished by execution by Declarant of a Supplement describing the real property to be annexed or withdrawn, as the case may be, and shall become effective when such Supplement is recorded in the Public Records, unless otherwise provided therein.

B. Subject to the consent of the owner thereof, and, while the Declarant owns any portion of the lands located within the Property, with consent of the Declarant, which consent may be granted or withheld in the sole and absolute discretion of Declarant, the Association may annex Additional Property. Such annexation by the Association shall require the affirmative vote of a majority of the voting interests of the Members present at a meeting duly called for the purpose of considering and voting upon such annexation. The annexation of land under this Article II, Section 2.B, shall be accompanied by the recordation in the Public Records of a Supplement describing the property being annexed as Additional Property, signed by the President and Secretary of the Association, the Declarant and by the owner of the property being annexed as Additional Property. Any such annexation shall become effective when such Supplement is recorded in the Public Records.

C. No provision of this Declaration shall be construed to require Declarant or any other person or entity to annex or withdraw any real property to or from the jurisdiction of this Declaration.

D. The Declarant hereby reserves the right to seek and obtain governmental approval to modify the Plat or PSP/DP from time to time. The Declarant shall not be required to follow any predetermined order of improvement or development of the Property; and Declarant may annex Additional Property and develop the same before completing the development of the Property as originally or from time to time constituted. Prior to Turnover, the Declarant shall have the full power to add to, subtract from or make changes in the lands included within the Property regardless of the fact that such actions may alter the relative voting strength of the Members of the Association.

E. In recognition of the fact that within the Property there may be a variety of land use types, housing types, uses, and development parameters, conditions and restrictions, thereby necessitating differing, additional, or supplemental restrictive covenants, including, but not limited to, covenants, conditions, restrictions, reservations, community-wide standards, and Architectural Guidelines, Supplements may contain additional or different covenants, conditions, restrictions, reservations, community-wide standard, and Architectural Guidelines applicable only to the portion of the Property that is annexed via the Supplement; provided, however, that none of the foregoing are inconsistent or incompatible with the covenants, conditions, restrictions, and reservations set forth in this Declaration.

ARTICLE III PERMITTED USE

Section 1. Residential Property. Except as hereinafter provided in Article VII, Section 10 of this Declaration, the Property shall be improved as and used, occupied and enjoyed solely and exclusively for single family residential dwelling purposes, or for Common Area, and no other uses or purposes whatsoever.

Section 2. Common Area. Common Area shall be improved, maintained, used, and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all Owners and their guests and invitees, except that any Limited Common Area may be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of only certain Owners, and their guests and invitees, as designated from time to time by Declarant as more specifically detailed in Article IV, Section 10 below.

ARTICLE IV COMMON AREA

Section 1. Additional Common Area. In addition to the property and interests in property included within the term "Common Area " as defined in Article I of this Declaration, Declarant, in its sole and absolute discretion, shall have the right to convey to the Association, and the Association shall be obligated to accept from Declarant, from time to time, any other property, real or personal, or interests therein, so long as such property is, in the sole discretion of Declarant, useful for the common recreation, health, safety, welfare, benefit or convenience of the Owners, provided said additional land is not encumbered by any lien or notice of violation. Any such additional property conveyed to the Association shall become and thereafter continue to be Common Area which shall be subject to all covenants, conditions, restrictions, easements and reservations set forth in this Declaration with respect to all other Common Area .

Section 2. Restriction on Use of Common Area. The Common Area shall, subject only to the easements specified in Article VII of this Declaration, be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration, on the Recorded Plat that created the Common Area, and in the instrument of conveyance conveying such Common Area to the Association, and for the common health, safety, welfare, benefit and recreation of the residents of and visitors to the Property and for no other purpose or purposes whatsoever. Notwithstanding anything in the foregoing to the contrary, use of Limited Common Area may be restricted to only those Owners, residents and visitors that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area pursuant to this Article IV, Section 10. No other use shall be made of the Common Area without the prior written consent of Declarant.

Section 3. Encumbrance as Security. The Association shall have the right in accordance with the Governing Documents to (i) borrow money for the purpose of improving, replacing, restoring or expanding the Common Area and to mortgage or otherwise encumber the Common Area solely as security for any such loan or loans and (ii) engage in purchase money financing with respect to personal property and equipment purchased by the Association in connection with the performance of its duties and obligations pursuant to this Declaration and to

secure the payment of the purchase price therefor by the encumbrance of the personal property and equipment so purchased; it being expressly provided, however, that any such mortgage or other encumbrance shall (i) be subject in all respects to the terms and provisions of the Governing Documents, and (ii) be made subordinate to the rights of the County or City, as may be appropriate, or any other governmental agency in and to the Common Area, including but not limited to the Surface Water Management System. In no event shall the Association be entitled or empowered to mortgage or otherwise encumber any easements granted to it.

Section 4. Use by Owners. Subject to any reasonable Rules and Regulations adopted and promulgated pursuant to this Declaration, and subject always to (i) the restriction upon the use of Limited Common Area, as set forth in this Article IV, Section 10, and (ii) any and all easements granted or reserved in this Declaration, each and every Owner shall have the non-exclusive right, privilege and easement to use and enjoy the Common Area for the purpose or purposes for which the same is conveyed, designated and intended by Declarant and maintained by the Association, and such nonexclusive right, privilege and easement shall be an appurtenance to and shall pass with the title to each and every Residential Property within the Property; subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following:

A. If a Member is delinquent for more than ninety (90) days in the paying of any Monetary Obligation, the Association may suspend, until such Monetary Obligation is paid, the rights of a Member and such Member's family, tenants, guests or other invitees to use the Common Area and facilities located thereon; provided, however, that: (i) any such suspension of the Common Area use rights may not impair the right of a Member or Tenant of any Residential Property to have vehicular and pedestrian ingress to and egress from such Residential Property, including, but not limited to, the right to park; and (ii) no suspension of use rights shall apply to any portion of Common Area that must be used to provide access or utility services to the subject Residential Property. Any suspensions to be imposed pursuant to this Article IV, Section 4.A must be approved at a properly noticed Board meeting.

B. The Association may suspend, for a reasonable period of time, the right of a Member and such Member's family, tenants, guests or other invitees, to use the Common Area and facilities for the failure of the Member or such Member's family, tenants, guests or other invitees to comply with any provision of the Governing Documents, or the Rules and Regulations; provided however, that: (i) any such suspension of the Common Area use rights may not impair the right of a Member or Tenant of any Residential Property to have vehicular and pedestrian ingress to and egress from such Residential Property; and (ii) no suspension of use rights shall apply to any portion of Common Area that must be used to provide access or utility services to the subject Residential Property. A suspension pursuant to this Article IV, Section 4.B may not be imposed without at least fourteen (14) days' prior written notice to the person sought to be suspended and a single opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association ("Committee"). If the Committee, by majority vote, does not approve a proposed suspension, it may not be imposed by the Association. The Committee's written recommendation shall be delivered to the Board within fourteen (14) days after the date of the Committee's hearing. If the Association imposes a suspension, the Association must provide written notice of such suspension

by mail or hand delivery to the Member and, if applicable, to any affected tenants, guests or other invitees of the Member's Residential Property.

C. The right of the Association to limit the number of guests of Owners who may use the Common Area from time to time, and to limit or prohibit the use of the Common Area by Owners and Members that are not then in actual possession of said Owner's or Member's Lot.

D. The right of the Association to establish, promulgate and enforce reasonable Rules and Regulations pertaining and with respect to the use of the Common Area pursuant to this Article IV, Section 8.

E. The right of the Association to charge reasonable admission and other fees to or for the use of the Common Area, other than for the use of easements established created or declared pursuant to this Declaration or any Plat of the Property.

F. The right of the Association to take such steps as are reasonably necessary to maintain, preserve, control and protect the Common Area.

G. The right of Declarant to designate Common Area as Limited Common Area and to designate which of the Owners has the right to enter upon and use the Limited Common Area.

H. The right of Declarant to require that the Association re-convey to the Declarant, or convey directly to any public agency or entity, any Common Area previously conveyed by Declarant to the Association in error. Any such re-conveyance to a public agency or entity shall automatically cause all of the easements created under Article VII or any Recorded Plat to be automatically void, released and vacated, and any such re-conveyance to Declarant shall automatically cause all of the easements created over Common Areas under said Article VII, or any Recorded Plat to be automatically void, released and vacated, in each case without the requirement of any written release from any easement holder.

Section 5. Delegation of Use. Any Owner shall be entitled to and may delegate the right, privilege and easement to use and enjoy the Common Area to the members of such Owner's family, tenants, guests or other invitees; subject, at all times, however, to the terms and conditions of the Governing Documents and such reasonable Rules and Regulations governing such delegation as may be established, promulgated and enforced by the Association pursuant to this Article IV, Section 8. In the event, and for so long as an Owner shall delegate such right, privilege and easement for use and enjoyment to Tenants who reside on such Owner's Residential Property, the Owner making such delegation to a Tenant shall be prohibited from the simultaneous exercise of such right, privilege and easement of and for the use and enjoyment of the Common Area.

Section 6. Waiver of Use. No Owner may exempt itself from personal liability for, or exempt such Owner's Residential Property from, any Assessments duly levied by the Association, or release the Residential Property owned by such Owner from the liens, charges, encumbrances and other provisions of this Declaration, or the Rules and Regulations, by (i) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area, (ii) the abandonment of such Owner's Residential Property, or (iii) by conduct which results in the

Association's suspension of such right, privilege and easement for use and enjoyment of the Common Area as provided in this Article IV, Section 4.

Section 7. Administration and Care. The administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area shall be the responsibility of the Association as more particularly provided in Article VI of this Declaration and the other Governing Documents.

Section 8. Rules and Regulations. In addition to the foregoing restrictions, conditions, and limitations on the use of Common Area, the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant until Turnover, to promulgate and impose reasonable Rules and Regulations governing and/or restricting the use of Common Area; provided, however, that no Rules or Regulations so promulgated shall be in conflict with the provisions of this Declaration. The Rules and Regulations shall be applicable to and binding upon all Common Area and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

Section 9. Payment of Assessments Not Substitute for Taxes. The payment of Assessments from time to time established, made, levied, imposed and collected by the Association pursuant to this Declaration, including, without limitation, those for the maintenance of the Common Area, shall not be deemed to be a substitute for or otherwise relieve any Owner from paying any other taxes, fees, charges or assessments imposed by the County or City, or any other governmental authority with regard to any portion of the Property owned by said Owner.

Section 10. Limited Common Area. In connection with its permitting, development, construction, and sale of the Property, or any part thereof, and notwithstanding anything to the contrary set forth in the Governing Documents or otherwise, Declarant, prior to Turnover, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, including, but not limited to, any Owner or Member, may designate that the benefits of certain Common Area be reserved for the utilization and realization of only certain Owners. Any such property or interests so designated by Declarant shall be considered "Limited Common Area". The designation of Limited Common Area may be made pursuant to this Declaration, a Supplement or in the deed of conveyance, upon a Recorded Plat, or pursuant to any other written instrument recorded by Declarant in the Public Records. Notwithstanding its designation as Limited Common Area, any Limited Common Area shall remain Common Area. Upon such designation of any Limited Common Area, the Owners and Members expressly identified by Declarant as being authorized and entitled to utilize and realize the benefits of such Limited Common Area shall have the rights to do so as are provided in this Declaration with respect to Limited Common Area. Declarant hereby reserves to itself the right, prior to Turnover, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, including any Owner, to designate or identify, from time to time, additional Owners as being authorized and entitled to utilize and realize the benefits of any Limited Common Area designated pursuant to this Section 10. All Limited Common Area Expenses with respect to the Limited Common Area shall be assessed only against the Owners identified by Declarant as being authorized and entitled to utilize and realize the benefits of the subject Limited Common Area. Additionally, any matter arising under this Declaration and pertaining to the

Limited Common Area and requiring a vote of Members of the Association, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

As of the Effective Date, Declarant has not designated any Limited Common Area within the Property.

Section 11. Platted Easements.

A. The area of the Lots or Common Area encumbered by the utility easements depicted and set forth on the Initial Plat shall be perpetually maintained by the subject Lot Owners and the Association, respectively.

B. The private access and drainage easements encumbering Lots or Common Areas, all as depicted in and set forth on the Initial Plat, shall be perpetually maintained by the Association as Common Area.

C. The area of the Lots or Common Area encumbered by the environmental swale easements, all as depicted in and set forth on the Initial Plat, shall be perpetually maintained by the subject Lot Owners and the Association, respectively.

ARTICLE V
ASSOCIATION

Section 1. Membership. The Declarant and every Owner shall be Members of the Association. By acceptance of a deed or other instrument evidencing its ownership interest in a Residential Property, each Owner accepts membership in the Association, acknowledges the authority of the Association stated in the Governing Documents, and agrees to abide by and be bound by the provisions of the Governing Documents and the Rules and Regulations. In addition to the foregoing, each Owner shall cause its family members, Tenants, guests and other invitees to abide and be bound by the provisions of the Governing Documents and the Rules and Regulations.

Section 2. Voting Rights. The voting rights of the Members of the Association shall be allocated and exercised as set forth in the following provisions of this Section 2.

A. Membership in the Association shall be divided into Class A, Class B and Class C Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

Class A Members. Class A Members shall be all Owners of Lots, with the exception of the Declarant (prior to Turnover). Class A Members shall be allocated one vote for each Lot in which they hold the interest required for membership in the Association pursuant to Section 1 directly above.

Class B Members. Class B Members shall be Owners of portions of Residential Property, other than the Declarant (prior to Turnover), that have not been subdivided or platted into Lots. It is contemplated, but not required, that Class B Members shall be Builders or developers who purchase an unsubdivided pod or parcel of land from Declarant with the

intention of platting the pod or parcel into Lots. Class B Members shall be allocated one vote for each Unit planned for, or allocated to, such Residential Property pursuant to any site plan or preliminary plat or subdivision plan approved by Declarant. Class B Members shall automatically become Class A Members as to the Lots created upon subdivision or platting of such pod or parcel of land. In the event that an Owner of an unsubdivided pod or parcel of land conveys a portion of such pod or parcel to a third party, then the conveying Owner and the third party shall both be Owners with respect to the land which each of them owns and the number of Units, and the corresponding number of votes allocated to each such Unit, shall be as determined between such conveying Owner and the third party purchaser.

Class C Members. The sole Class C Member shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class C Member shall be allocated the number of votes equal to the total number of Class A Member votes and Class B Member vote, plus one (1). Class C membership shall cease and become converted to Class A membership or Class B membership, as appropriate, upon Turnover.

B. When any Residential Property is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities shall have the same fiduciary relationship respecting the same Residential Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall: (i) select one official representative to represent such Residential Property ("**Representative**"), which Representative shall be the only person or party with the right to exercise any rights of membership in the Association with respect to such Residential Property, including, but not limited to, voting with respect to such Residential Property and (ii) shall notify the Secretary of the Association in writing of the Representative's name. The vote of each Representative shall be considered to represent the will of all the Owners of that Residential Property. In the circumstance of such common ownership, if the Owners fail to designate a Representative, then the Association may accept the person asserting the right to vote on behalf of the Residential Property as the Voting Member until notified to the contrary by the other Owner(s). Upon such notification no Owner of said Residential Property may vote or act as the Voting Member until the Owner(s) appoint their Representative pursuant to this paragraph.

C. The voting rights of any Voting Member may be suspended for failure to pay Monetary Obligations as provided in Article VIII, Section 9, of this Declaration, or the Association Act.

D. Voting of Members as to matters under this Declaration pertaining to Limited Common Area shall be decided by a vote of only those Members expressly identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

Section 3. Change of Membership.

A. Change of membership in the Association by Class A Members and Class B Members shall be established by recording in the Public Records of a deed or other instrument

conveying record fee title to the subject Residential Property, and at the Association's election, by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner with respect to such conveyed land shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but said Member shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and Assessments attributable to the Residential Property acquired.

B. An Owner's membership interest in the Association shall not be assigned, hypothecated or transferred in any manner or way except as an appurtenance to the Owner's Residential Property. Membership in the Association by all Owners shall be compulsory and shall continue as to each Owner until such time as such Owner transfers or conveys of record all of its interest in the Residential Property upon which its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which such membership is based.

Section 4. Directors: Declarant Right to Appoint Directors; Officers. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

A. Prior to Turnover, Declarant, as the Class C Member, shall have the sole and absolute right to appoint all of the members of the Board; provided, however, that if at any time Declarant is not permitted under Florida law to appoint such Directors, then the Class C Member shall have the sole and absolute right to elect all such Directors, which election, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class C Member, in lieu of a meeting of the Class C Member. Prior to Turnover, Directors may only be removed and replaced by Declarant, as the Class C Member, pursuant to the Governing Documents. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at

least one (1) member of the Board if fifty percent (50%) of the Lots in all phases of the Property which will ultimately be operated by the Association have been conveyed to Members other than Declarant. Any Directors appointed by Declarant or elected by the Class C Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section 4, need not be Members and need not be residents of the State of Florida. All other Directors shall be Voting Members, and residents of the State of Florida. After Turnover, no Member or Owner, or representative thereof, may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner, or representative thereof, has been convicted of a felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction that would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

B. Prior to Turnover, (y) the Board shall consist of three (3) Directors; and (z) the number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by the Voting Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) member of the Board for as long as Declarant is the Owner of at least five percent (5%) of the total number of the combined Lots and Units within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to elect such one (1) Director.

C. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of the Governing Documents until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. Objectives, Purposes and Function. The Association has been created and established in order to advance the objects and purposes of this Declaration. The Association shall

have exclusive jurisdiction over, and the sole responsibility for, (i) the administration and enforcement of the Governing Documents, (ii) the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Governing Documents, (iii) the administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area (except as otherwise specifically set forth to the contrary herein), (iv) the payment of all Common Expenses, and (v) the promotion and advancement of the health, safety and general welfare of the Members of the Association; all as more particularly provided in the Governing Documents and Rules and Regulations.

Section 2. Duties and Powers, Generally. In addition to those duties and powers conferred by law and those specified and enumerated in its Articles of Incorporation and Bylaws, the Association shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Declaration, including, without limitation, such duties and powers as may be reasonably necessary for, and incidental to, the accomplishment of the objects and purposes for which the Association has been created and established.

Section 3. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, as well as the maintenance obligations of the Owners set forth in Article XI shall be exclusively responsible for the management, operation and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of the Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Prior to Turnover, the Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 5. Duties of the Association. The Association, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, obligations and powers elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific duties, responsibilities and obligations:

A. To pay all Common Expenses and any other expenses associated with the management and administration of the business and affairs of the Association.

B. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Governing Documents or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

C. To maintain and operate all Common Area, subject to the obligations of Declarant and the maintenance obligations of the Owners set forth herein, and all public rights of way (to the extent permitted by any governmental authority) which are located within or in a reasonable proximity to the Property, the deterioration of which would adversely affect the

appearance or the operation of the Common Area. The Association may adopt standards of maintenance and operation which are consistent with the Community-Wide Standard. In all events, however, the Common Area shall be maintained and operated in compliance with any and all governmental permits, rules, regulations or requirements.

D. To maintain, repair or replace any of the Property, or any improvements, structures, facilities or systems located thereon, as and to the extent provided in this Declaration and with respect to which the Association has been granted an easement for said maintenance.

E. To take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in the Governing Documents.

F. To conduct the business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, notice of meetings, and other important events. The Association shall have the right to enter into management agreements, including companies affiliated with Declarant, in order to provide its services, and perform its functions.

G. To establish and operate the ARB at such time that the Association is delegated such purpose and authority by the Declarant.

H. To adopt, publish and enforce such Rules and Regulations as the Board deems necessary in connection with the fulfillment of the duties and powers of the Association arising pursuant to the Governing Documents or by any other applicable laws.

I. At the sole option and discretion of the Board, to conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees or other fees for the operation thereof.

J. To construct improvements on Common Area as may be required to provide the services as authorized in this Article VI.

K. The Association may also (but shall never have any obligation to) provide exterior maintenance upon any Residential Property the responsibility for which maintenance belongs to the Owner of said Residential Property but which, in the opinion of the Board, requires such maintenance because said Residential Property is being maintained in a manner inconsistent with the Community-Wide Standard or other requirements of the Governing Documents or the Rules and Regulations. The Association shall notify the Owner of said Residential Property in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within fifteen (15) days after date of said notice, the Association may correct such condition. Said maintenance may include, but is not limited to, painting, repairs, replacement and maintenance of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, and other landscape items, walks and other exterior improvements, such as, but not limited to, pools. For the purpose of performing the exterior maintenance authorized by this Article VI, Section 5.J, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Residential Property at reasonable hours on any day except Saturday, Sunday and legal holidays; provided, however, the Association shall have

the right of entry without notice, at any time and on any day, if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Residential Property upon which such maintenance is performed as an Individual Assessment as provided in Article VIII, Section 5.

L. To establish any use or amenity fees and promulgate Rules and Regulations respecting the use of Common Area and Association facilities located thereon by Members and persons other than Members.

M. To engage in any activities reasonably necessary to remove from the Common Area any pollutants, hazardous waste or toxic materials, and by Special Assessment or Individual Assessments, recover costs incurred from the Owner(s) causing or upon whose property such materials were located or generated.

N. Subject to the Board's sole discretion in determining the types of insurance coverages to purchase, and the amounts thereof, to provide adequate insurance protection on and for the Common Area and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and its Officers and Directors, as well as for the members of the ARB.

O. To act as the operating/responsible entity under, and to assume responsibility for compliance with, all permits or other governmental or quasi-governmental approvals assigned by Declarant to the Association, in Declarant's sole discretion, so long as such permits or approvals are, in the sole discretion of Declarant, or the Board, useful or necessary for the common recreation, health, safety, welfare, benefit or convenience of the Property or the Association. Further in this regard, acceptance of such assignments from Declarant shall be mandatory upon the Association prior to Turnover. Notwithstanding anything in the foregoing to the contrary, no Owner may transfer to the Association any such permit or approval, or any obligation or responsibility arising thereunder, obtained by such Owner in conjunction with its development of a Residential Property ("**Owner Permit**"). Responsibility for compliance with the Owner Permit shall remain with the Owner of the respective Residential Property.

Section 6. Powers of Association. The Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific powers:

A. Except as may be limited by the terms of the Governing Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Governing Documents.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Governing Documents, or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

D. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall be established by the Members pursuant to Article VIII, Section 3 herein.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to the limitations specified in this Article VI, Section 7, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Governing Documents.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Governing Documents; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time upon not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Article VI, Section 7.

H. To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the Owners, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/internet services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of the Governing Documents, the Community-Wide Standard, and the Rules and Regulations, including, without limitation the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Governing Documents.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSTU/MSBU.

K. To establish, undertake, and promote, from time to time, all at Common Expense, social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed, intended, or

implemented to further a sense of community among Owners of Lots and residents thereof. Nothing in this Subsection K shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time. The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote Community-wide yard and/or garage sales. No other yard or garage sales shall ever be permitted to be held at any time within the Community by Owners or residents thereof.

Section 7. Limitations and Restrictions on Power of Association. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in the Governing Documents, prior to the Turnover, no party other than Declarant, either directly or through the Directors appointed/elected by Declarant, shall have the right to promulgate, enact, change, modify, alter, amend, rescind, supplement or augment any Rules and Regulations. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, or elsewhere in the Governing Documents, and without limiting the generality of any thereof, at any time that and for so long as Declarant owns any portion of the Property, the Association shall have no authority to, and shall not, undertake any action which shall:

- A. decrease the level of maintenance services of the Association performed by the initial Board;
- B. make or levy any Special Assessment or Individual Assessment against or upon the Declarant's property or against or upon the Declarant;
- C. modify, amend or alter any PSP/DP or any Recorded Plat;
- D. terminate or cancel any contracts of the Association entered into prior to Turnover, except when expressly permitted pursuant to Section 720.309 of the Association Act;
- E. terminate or waive any rights of the Association under the Governing Documents;
- F. convey, lease, mortgage, alienate or pledge any Common Area;
- G. accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association from any party other than Declarant;
- H. terminate, cancel, convey, lease, mortgage, alienate or pledge any easements granted or reserved in the Governing Documents;
- I. terminate or impair in any fashion any easements, powers or rights of the Declarant under or pursuant to the Governing Documents;
- J. restrict Declarant's right of use, access and enjoyment of any of the Property;

K. cause the Association to default on any obligation of it under any contract or the Governing Documents, unless Declarant consents in writing to the prohibited action, which consent shall be exercised by its appointee(s) on the Board or other person expressly designated to so act by Declarant; or

L. modify, amend or change in any way any permits or other governmental or quasi-governmental approvals transferred or assigned to the Association by Declarant, without the prior written approval of Declarant, which approval may be denied.

Section 8. Limitations and Restrictions on Power of Association to Act Without Member Approval. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in the Governing Documents, and without limiting the generality of any thereof, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the Members present, in person or by proxy, at a special meeting of the Members held for the specific purpose of obtaining Member approval of the following actions:

A. The entry into of employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits early cancellation by the insured.

B. The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make levy, impose, enforce and collect any Assessments for which provision is made in the Governing Documents whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divert from the Association and the Board the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board, in its discretion, shall deem to be necessary and reasonable. It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of the assessment rights herein contained shall not preclude the Association from pledging or making an assignment of or otherwise encumbering any Assessment which is then payable to or which will thereafter, in the ordinary course of the Association's business, become payable to the Association provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such Assessments to continue to be paid to and used by the Association as set forth in the Governing Documents unless and until the Association shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.

C. The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the Association as Common Area; provided, however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting Common Area transferred and conveyed by Declarant to the Association without first receiving the prior written consent of Declarant. Further, upon the request of Declarant, the

Association shall re-convey to Declarant, or convey directly to a Community Development District or MSTUs/MSBUs, any Common Area previously conveyed by Declarant to the Association, in the event such original conveyance was made in error or in the event Declarant seeks to cause or assist in the establishment, creation or operation of Community Development District or MSTUs/MSBUs, or in the event Declarant modifies the PSP/DP or any Plat in such manner as to require the incorporation of the affected Common Area into Residential Property use. Any such re-conveyance to a public agency or entity shall automatically cause all of the easements created under Article VII or any Recorded Plat to be automatically void, released and vacated, and any such re-conveyance to Declarant shall automatically cause all of the easements created over Common Areas under said Article VII or any Recorded Plat to be automatically void, released and vacated, in each case, without the requirement of any written release from any easement holder, provided that said easements are not then being actively used for the benefit of any of the remaining Property. Notwithstanding anything to the contrary contained in the foregoing, the Association shall not be permitted to sell, transfer or otherwise dispose of any lands without the prior written consent of the District to the extent any such sale, transfer, or conveyance impacts lands upon which the Surface Water Management System is located.

Section 9. No Compensation to Directors or Officers. The payment of compensation to the elected Directors or to the Officers of the Association for services performed in the conduct of their duties is prohibited; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected Director or Officer for reasonable expenses actually incurred and paid by any such elected Director or Officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment of compensation to a manager or executive director of the Association who shall not be an elected Director or Officer of the Association.

ARTICLE VII

EASEMENTS

Section 1. Access and Use Easements. Subject to the restrictions on use of Limited Common Areas set forth in Article IV, Section 10 of this Declaration, Declarant grants to all Owners (and their guests, Tenants, and invitees) as an appurtenance to the ownership of Residential Property held by such Owner, but subject to the Governing Documents and the Rules and Regulations, a perpetual non-exclusive easement for ingress and egress over, across and through, and for use and enjoyment of, all Common Area; such use and enjoyment to be shared in common with the other Owners, their guests, Tenants, and invitees as well as the guests, Tenants and invitees of the Declarant.

Notwithstanding anything in the foregoing to the contrary, the above referenced easement, as same relates to any Limited Common Area, shall be deemed granted only to Declarant and those Owners to whom the use and enjoyment of such Limited Common Area has been expressly dedicated or reserved by Declarant. With respect to all Common Area, after Turnover, the Declarant reserves the right, but not the obligation, to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon.

Section 2. Utility Lines and Systems; Utility Easements.

A. Declarant hereby reserves to itself (and its successors or assigns), for so long as the Declarant owns any of the Property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property and the Common Area (collectively, "**Utility Providers**"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "Utility Lines and Systems" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of any applicable governmental authorities (collectively, "**Utility Easements**"). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

B. For purposes of this Declaration, the term "**Utility Lines and Systems**" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, Internet service, alarm systems and all utility infrastructure, machinery, and apparatus appurtenant to any of the foregoing, necessary, convenient, or desirable to service the Property.

C. No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

D. Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

Section 3. Declarant Easements. Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time expressly designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area for ingress and egress as required for any reasonable purpose from time to time by its officers, directors, employees, agents, independent contractors, invitees and designees. Declarant reserves the right to impose further restrictions and to grant or delegate additional easements and

rights-of-way on any of the Property owned in fee simple by Declarant. The aforementioned easements granted or reserved by Declarant shall not structurally weaken any improvements or unreasonably interfere with any Owner's enjoyment of said Owner's Residential Property. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television/Internet cables and wire within the rights-of-way, Common Area, and easement areas referred to hereinabove, which reservation shall automatically transfer to the Association at Turnover. The easements granted or reserved in this Article VII, Section 3 are collectively referred to herein as "**Declarant's Easements**".

Section 4. Service Easements. Declarant hereby reserves to itself (and its successors or assigns), for so long as the Declarant owns any lands located within the Property, and the Association thereafter, the right to grant to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carrier, representatives of electrical, telephone, cable television/Internet and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, nonexclusive, perpetual easement rights over and across the Common Area for the purpose of performing their authorized services and investigations.

Section 5. Emergency, Security and Safety. The Association shall have the right, and a reserved easement for, but not the obligation, to enter onto or upon any Residential Property for emergency, security, and safety, which right and easement may be exercised by the Board, Officers, designated agents, employees, and managers of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry under said right and easement shall only be during reasonable hours and after notice to the Owner. This right of entry under said easement shall include the right of the Association to enter onto any Residential Property to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 6. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, as between all Residential Property and such portion or portions of the Common Area adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner or the Association.

Section 7. Stormwater Easements. There is hereby created, declared and reserved for the benefit of Declarant, the County or City, as may be appropriate, the Association and all Owners a non-exclusive easement for stormwater management, collection, retention, detention and drainage under, over, upon and within all portions of the Property included within the Surface Water Management System, including, but not limited to, all drainage easements, ponds and tracts shown on any Recorded Plat, together with an easement and license in favor of the Declarant, the County or City, as may be appropriate, the District and the Association only to enter upon such areas, and as necessary other portions of the Property adjacent thereto, for the purposes of

constructing, installing, inspecting, maintaining, repairing and replacing any and all stormwater drainage systems, improvements and facilities including, but not necessarily limited to, pipes, culverts, structures, berms, swales and retaining walls, from time to time located therein or thereon consistent with the plans for the Surface Water Management System and the County or City, as may be appropriate. Additionally, Declarant, for the benefit of itself, the County or City, as may be appropriate, the District, the Association and all Owners, hereby reserves perpetual easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of any particular Residential Property. The foregoing easements are sometimes hereinafter referred to as the "**Stormwater Easements.**"

The Declarant or the Association may construct berms and drainage swales within portions of the Stormwater Easements for the purpose of managing and containing the flow of surface water, if any. Each Owner shall be responsible for the maintenance, operation and repair of the berms and drainage swales on their respective Residential Property. Likewise, the Association shall be responsible for the maintenance, operation and repair of the berms and drainage swales that are located within the Common Area. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the berms and drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District and the County or City, as may be appropriate. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the berms and drainage swales is prohibited. No alteration of the berms and drainage swales shall be authorized and any damage to any berms and drainage swales, whether caused by natural or human-induced phenomena, shall be repaired and the berms and drainage swales returned to their former condition as soon as possible by the party (*i.e.*, Owner or the Association) having responsibility for the maintenance of the damaged berms and drainage swales.

Section 8. Wall, Entrance Feature and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant and the Association an easement over and upon all wall, entrance feature and landscape easement areas shown on any Recorded Plat ("**Wall and Landscape Easements**") that constitute walls, entrance features or landscape areas benefiting, all Residential Property or more than one Residential Property, together with an easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing any and all entrance features, walls (screening or otherwise), or fences, and the installation and irrigation of any landscaping therein, which may be required by the County or City, as may be appropriate, and/or deemed to be necessary or desirable by Declarant or the Association. The Association, at Common Expense, shall maintain the wall(s) and any trees and shrubs located on the backside of the wall(s). The Association, at Common Expense, shall also maintain the lawn located on the backside of any wall(s) adjacent to an Owner's Lot.

Section 9. Planting and Screening Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant and the Association an easement for planting and screening purposes ("**Planting and Screening Easements**") over and upon all planting and screening easement areas, entry ways, medians and landscape buffers shown on any Recorded Plat, if any, or hereafter declared by Declarant, which planting and screening areas, entryways, medians

and landscape buffers benefitting all Residential Property or more than one Residential Property, together with a perpetual non-exclusive easement and license to enter upon such areas for the purposes of installing, maintaining, inspecting, repairing and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials and irrigation systems of any kind, whether the same shall be required by the County or City, as may be appropriate and/or deemed necessary or desirable by Declarant or the Association.

Section 10. Construction and Marketing Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant together with the right to grant, assign and transfer the same, or any part thereof, to Declarant's sales agents and sales representatives as well as to Builders or building contractors approved in writing by Declarant for the construction of residences within the Property, an easement for construction activities upon the Property and an easement for marketing activities and signs on the Property and for the maintenance on the Property from time to time of model centers in which and from which Declarant and its authorized sales agents and sales representatives and Approved Builders and building contractors may engage in marketing, sales and information activities on a temporary basis during the period of the development of and construction within the Property ("**Construction and Marketing Easements**"), provided, however, that such marketing activities shall be conducted from and within buildings constructed as Dwellings which are temporarily used for such activities and which are thereafter to be sold, used and occupied as Dwellings. The location of such model centers may be changed from time to time by Declarant, in its sole and absolute discretion.

Section 11. Association Easements. There is hereby created, declared and granted to the Association, such perpetual, non-exclusive easements over and upon all or any portion of the Property, as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to the Governing Documents and Rules and Regulations, including, but not limited to, for purposes of performing its maintenance responsibilities as provided in this Declaration ("**Association Easements**"). Such Association Easements shall be in addition to the Stormwater Easements hereinabove granted to the Association pursuant to this Article VII, Section 7.

Section 12. Sidewalk/Pedestrian Trail Easements. There is hereby created, declared and reserved for the benefit of the Declarant and the Association an easement over, within and upon all sidewalk, bike path and/or pedestrian trail ("**Sidewalk/Bike Path**") areas as shown on any Recorded Plat which Sidewalk/Bike Path are not or will not be dedicated to the City, County or the public ("**Sidewalk/Bike Path Easements**"), for the purposes of constructing, installing, maintaining, repairing and replacing from time to time the Sidewalk/Bike Path for the Property. The Declarant, the Association and all Owners shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any such Sidewalk/Bike Path from time to time located, constructed, installed and maintained within the Property. The use of any such Sidewalk/Bike Path shall be expressly limited to the boundaries of such system and no use shall be permitted other than for pedestrian ingress and egress as set forth herein.

Section 13. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Area, lakes, open space, areas dedicated to the use of the general public, or all or any portion of the Surface Water Management System or any other portion of the Property as required by the District in connection with any permits or other

approvals associated with the Surface Water Management System. Upon establishment of any such Conservation Easements, the related Conservation Areas subjected to such easements shall be subjected to the restrictions set forth in this Article VII, Section 13. The Conservation Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association and may in no way be altered from their natural state, except as specifically provided in the Conservation Easements.

Pursuant to and as and to the extent required by (i) the District Permits, Declarant has recorded or will record in the Public Records a conservation easement ("**Conservation Easement**") in favor of the District over, across and upon certain portions of the Property. The precise metes and bounds legal description of all portions of the Property subjected to the Conservation Easement is as specifically set forth in the Conservation Easement (all such portions of the Property that are subjected to the Conservation Easement shall hereinafter be referred to as "**Conservation Areas**"). The use and development of the Conservation Areas shall be restricted by the Conservation Easement and the Conservation Areas may in no way be altered from their natural state, except as specifically provided in the Conservation Easement. Pursuant to Declarant's Easements established in Article VII, Section 3, Declarant has the perpetual easement, privilege and right to enter upon the Conservation Areas to carry out and discharge its duties, obligations and responsibilities under this Declaration, including, but not limited to, to perform all of the activities necessary for compliance with the District Permits. The Declarant may retain ownership of the Conservation Areas until Turnover, at which time Declarant shall transfer the Conservation Areas to the Association pursuant to the Association Act and development rights over the Conservation Areas to the County or City, as may be appropriate. Pursuant to the foregoing provisions of this Section 13, and upon conveyance of the Conservation Areas by Declarant to the Association, the Conservation Areas shall be Common Area for all purposes of this Declaration, except as above set forth in relation to the development rights, and shall be the perpetual responsibility of the Association.

Section 14. Future Easements. There is hereby reserved to Declarant and its successors and assigns, together with the right to grant and transfer the same, along with the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or City, as may be appropriate, or any other parties such other further and additional easements as may be reasonably necessary, desirable, or convenient, in the sole opinion and within the sole discretion of Declarant, subject to the reasonable approval of the County or City, as may be appropriate, if expressly required, for the future orderly development of the Property in accordance with the objects and purposes set forth in the Governing Documents. Any such easement(s) shall be recorded in the Public Records. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Residential Property if any such easement shall unreasonably interfere with an Owner's plans to use or develop its Residential Property. The easements contemplated by this Section 14 may include, without limitation, such easements as may be required for utility, drainage, roads, sidewalks or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in the Governing Documents. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of any other persons including, but not necessarily limited to, the Owner of, or the person holding the mortgage on, the particular portion of the Property over which any such further or additional easement is granted or required.

Section 15. Approved Builders. In addition to the rights reserved elsewhere herein, Declarant also reserves an easement for each Approved Builder (subject to the terms and conditions of this Declaration with respect to Approved Builders), and their nominees, over, upon, across, and under the Property as may reasonably necessary, required, convenient, or incidental to the development of the Community, and to promote or otherwise facilitate the development, construction, marketing, and sale and/or leasing of Lots, Dwellings, or any portion of the Property. Without limiting the foregoing, Declarant specifically reserves for each Approved Builder, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Area. Approved Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association. Without limiting the foregoing, at no time shall any Approved Builders be obligated to pay any amount to the Association on account of any Approved Builders use of the Common Areas. Approved Builders intend to use the Common Areas for sales of Lots and Dwellings. Approved Builders have the right to use all portions of the Common Area and in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of Residential Property. At no time shall any Approved Builder incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section 15, and the rights reserved herein in favor of each Approved Builder shall be construed as broadly as possible and supplement the rights of Approved Builders as set forth in this Declaration.

Section 16. Extent of Easements. The rights and easements of enjoyment created in this Article VII shall be subject to the following:

A. The right of the Declarant or the Association, in accordance with the Governing Documents, to borrow money from any lender for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and, in aid thereof, to mortgage said property.

B. The right of the Association to charge reasonable admission, amenity and other fees and charges for the use of any recreational facility that may be situated on or in the Common Area.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Area (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association provided that no such gift or sale or determination for such purposes or conditions shall be effective unless the same shall be authorized by two-thirds (2/3) of the votes of Members, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Voting Member. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary of the Association, and

such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Area, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

D. The restrictions upon use of Limited Common Areas set forth in Article IV, Section 10 of this Declaration.

ARTICLE VIII **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Residential Property shall, by acceptance of a deed therefor or other form of conveyance thereof, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) Annual Assessments and (2) Special Assessments, all fixed, established, levied, made and thereafter collected from time to time as hereinafter provided. The Assessments together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such Assessment is fixed, established, levied or made. Assessments, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Residential Property, all such co-owners shall be jointly and severally liable for the entire amount of such Assessments.

The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the property against which the Assessment was fixed, established, levied or made. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Declarant, the Association or the Board to take some action or perform some function required to be taken or performed by the Declarant, the Association or the Board under the Governing Documents or otherwise, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of, or the decision of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Notwithstanding anything to the contrary in the provisions of this Article VIII, Annual Assessments and Special Assessments fixed, established, levied or made with regard to or concerning any Common Expenses that are specific to certain Limited Common Area, as opposed to all Common Area, as determined by the Board from time to time, shall be fixed, established, levied, and made only against the Residential Property and Owners expressly designated by Declarant as having the right to utilize and realize the benefits of the subject Limited Common Area. Any "Budget" (as that term is defined below) prepared by the Association for capital expenditures and/or other Common Expenses shall include a separate itemization of such expenditures that pertain to Limited Common Area, and the members, as permitted by Article VIII, Section 3 herein, may establish reserves for expenses specifically associated with such Limited Common Area.

Section 2. Purpose and Establishment of Annual Assessments. The Annual Assessments fixed, established, levied, and made by the Association may be used for the

acquisition, improvement, maintenance, enhancement and operation of the Common Area, to pay for Common Expenses and to provide services and perform functions which the Association is authorized, empowered, or required to perform pursuant to the Governing Documents, including, but not limited to, the payment of taxes, assessments, and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized, empowered, and required functions, and for the payment of principal, interest and any other charges and fees connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Annual Assessments on each Residential Property shall commence upon the closing of the sale of the subject Residential Property by Declarant to a bona fide third party purchaser, with such term excluding Builders (a "**Third Party Purchaser**"), or upon the occupancy of the Residential Property by a Third Party Purchaser, whichever is earlier. At the closing of the sale of each Residential Property to a Third Party Purchaser, the purchaser shall pay to the Association the entire Annual Assessment for the Fiscal Year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Residential Property, whichever is earlier, through the end of that Fiscal Year. As to any Additional Property, the subject Supplement shall set forth and establish the Annual Assessment per Residential Property for the Fiscal Year in which the Additional Property becomes part of the Property.

The Annual Assessment per Lot/Unit (as that term is defined below) for the Property for each calendar year or portion thereof shall be set by the Board and noticed to Owners consistent with the terms and provisions of Section 4 below. Prior to Turnover, Declarant shall not, without approval of the voting interests of the Members other than the Declarant, increase the Annual Assessments per Lot/Unit in any year by more than fifteen (15%) above what the Annual Assessments per Lot/Unit were in the prior year; provided, however, that any increase in the Annual Assessments in any year pursuant to the terms hereof must be accompanied by an equal percentage increase in Declarant's Deficit Funding Obligation pursuant to Article VIII, Section 6 hereof.

Section 3. Budgets and Reserve Fund Contribution. The Board shall annually prepare a budget that sets out the Association's annual operating expenses ("**Budget**"), which Budget must: (A) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (B) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, Declarant, or another person or entity; and (C) comply with Section 720.303(6) of the Association Act. Because reserve accounts are not being initially provided for by the Declarant, each Owner acknowledges that the Association is responsible for the repair and maintenance of capital improvements, expenditures in connection with which may result in a Special Assessment due to reserves not being collected. The Members of the Association may elect to collect reserves after Turnover upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the Budget and must designate the components for which the reserve accounts are to be established. Upon approval by the Members, the Board shall include the required reserve accounts in the Budget for the next Fiscal Year following the approval and

each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by the Association Act.

Section 4. Timing of and Budgeting for Annual Assessments and Allocation of Assessments. It shall be the duty of the Board, at least once each Fiscal Year, to prepare a Budget. It is the intent of this Declaration that Common Expenses be allocated among Residential Property in a manner that reflects the benefit that each such Residential Property receives from any related Common Area, as reasonably determined by Declarant, it being recognized, however, that: (i) benefits of Common Area to any particular Residential Property may not always be direct; and (ii) it may not be practicable or possible to perform such benefit/assessment allocations with absolute precision. As of the Effective Date, Common Expenses shall be allocated, and related Assessments assessed, against the Residential Property as set forth in the following provisions of this Section 4. However, and notwithstanding anything herein to the contrary, the method of allocating Common Expenses and Assessments may change from time to time as reasonably determined by Declarant, provided that at all times Declarant shall use reasonable efforts to ensure such allocations will be pursuant to a method, as reasonably determined by the Declarant, to most fairly allocate such Common Expenses and Assessments between the various Residential Property, such as, but not limited to, a pro rata basis based upon the number of Lots and Units.

Except as may be subsequently modified consistent with the foregoing, the Annual Assessments to be levied hereunder for the coming Fiscal Year against each Residential Property subject to Assessment shall include a computation of: (a) the budgeted Common Expenses (not including Limited Common Expenses), divided by the number of Lots and Units within the Property; and (b) the budgeted Limited Common Expenses allocable to such Residential Property divided by the number of Lots and Units that are also responsible for the payment of such Limited Common Expenses. The resulting figure of (a) and (b) shall be the "**Annual Assessment per Lot/Unit**" for any particular Lot or Unit.

The Board shall cause a copy of the Budget and notice of the amount of the Annual Assessment per Lot/Unit to be levied against each Residential Property for the following year to be delivered to each Voting Member at least thirty (30) days prior to the beginning of the next Fiscal Year. Unless a longer notice period is required under the Association Act, the Association shall mail to each Voting Member, at least fourteen (14) days prior to the date of the "Budget Approval Meeting" (as that term is defined below), written notice of the date, time, and location of the Board meeting at which the Board will consider approval of the Budget (the "**Budget Approval Meeting**"), which notice to Voting Members shall also include a copy of the proposed Budget and notice of the amount of the Annual Assessment per Lot/Unit to be levied against each Residential Property for the following year. The Budget shall become effective upon the Board's approval of the Budget at the Budget Approval Meeting. Unless otherwise expressly required by the Association Act, the Budget shall not be subject to the Members approval and there shall be no obligation to call a meeting of the Members to discuss or consider the Budget.

Notwithstanding the foregoing, however, in the event the proposed Budget is disapproved or the Board fails for any reason whatsoever to determine the Budget for any Fiscal Year, then and until such time as a Budget shall have been determined as provided herein, the Budget in effect for the immediately preceding Fiscal Year shall continue for the current Fiscal Year.

At the discretion of (i) Declarant (prior to Turnover) and (ii) the Board (after Turnover), Annual Assessments may be collected in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments due and payable by the first (1st) day of January and July of each year; or in quarterly installments due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Initially, Annual Assessments shall be due quarterly. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the tenth (10th) day of any month, if allowed to be paid monthly, shall be considered delinquent. In the event of such deferred payments, i.e., in the event that Annual Assessments are not due and payable, in full, on January 1st, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Annual Assessments which commence to accrue as to any Residential Property other than on the first day of the year shall be prorated for the balance of that year.

In the event that the Board shall determine during any Fiscal Year that the Annual Assessment established for such Fiscal Year is or will become inadequate or insufficient to meet all Common Expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of such deficiency or inadequacy, issue a supplemental estimate of Common Expenses to all Owners and, within thirty (30) days thereafter, establish, make, levy, impose, enforce and collect a supplemental or revised Annual Assessment for such Fiscal Year.

Section 5. Special Assessments. The Association may establish, make, impose, levy, enforce and collect, from time to time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Area or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments; provided, however, that if the Special Assessment is made with respect to Limited Common Area, then the Owners designated by Declarant to utilize and realize the benefits of the Limited Common Area shall be responsible for, and shall be assessed, the Special Assessments in accordance with the provisions of Article IV, Section 10 of this Declaration. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Fiscal Year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment or Individual Assessment (which shall mean and refer to a specific assessment charged against a particular Member or its Residential Property) to reimburse the Association for costs, expenses incurred by the Association in bringing an Owner or its Residential Property into compliance with the provisions of the Governing Documents or the Rules and Regulations, which Special Assessment or Individual Assessment

may be levied upon the vote of the Board after notice to the Owner and an opportunity for a hearing.

Notwithstanding anything in the foregoing to the contrary, prior to Turnover, the Board may levy a Special Assessment subject to the approval requirements set forth in Fl. Stat. §720.315.

Section 6. Assessment of Declarant. Notwithstanding any provision of the Governing Documents to the contrary, Declarant, to the fullest extent permitted by the Association Act, may, at its sole option, prior to Turnover, be excused from payment of Assessments and Declarant's share of Common Expenses related to its Residential Property; provided, however that during such time that Declarant is excused from paying such Assessments and Common Expenses related to Declarant's Residential Property, Declarant pays any Common Expenses incurred by the Association that exceed the Assessments receivable from other Members of the Association and other income of the Association (the "**Deficit Funding Obligation**"). To the maximum extent permitted by law Declarant's Deficit Funding Obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of any of the foregoing. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, labor, or materials or a combination of any of services, labor, and materials with Declarant or other entities for the payment of some portion of the Common Expenses. At Turnover, the Assessments against any Residential Property owned by Declarant shall be assessed against Declarant as a Class A Member or Class B Member, as appropriate, consistent with Declarant's ownership of such Residential Property. If Declarant elects to deficit fund pursuant to this Section 6, then for purpose of complying with Section 720.308(3), Florida Statutes, the amount of the Annual Assessments set forth in this Article VIII, Section 2 shall be the maximum obligation of the Members other than the Declarant. If Declarant elects to deficit fund pursuant to this Section 6, then for purpose of complying with Section 720.308(2), Florida Statutes, the amount above the Annual Assessments set forth in Section 2 of this Article VIII that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of the Declarant that this Section 6 be an establishment of a guarantee pursuant to Section 720.308(2), Florida Statutes. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the next Fiscal Year, Declarant shall continue paying on the same basis as during the previous Fiscal Year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Residential Property then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any Special Assessments or Individual Assessments. Declarant, may, at its sole option, for so long as there is a Class C Membership in the Association, waive Annual Assessments and Special Assessments against Owners; provided, however, that in the event of a deficit for any Fiscal Year in which Annual Assessments and Special Assessments are waived, such benefitted Owners, along with Declarant, shall pay the difference between the total amount of the Assessments collected and the actual costs and expenses necessary to operate the Association. Each such exempted Owner's share of the deficit shall be pro-rated on a per Residential Property owned basis for any Residential Property that the exempted Owner owns during the time of said deficit, as compared to the number of Residential Properties owned by all exempted Owners and Declarant.

Section 7. Duties of the Board. The Board shall prepare a roster of Owners and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Section 8. Working Fund Contribution. For each Residential Property sold after the Effective Date to any party or entity other than Declarant, upon acquisition of record title to a Residential Property by each purchaser or grantee thereof, and in addition to any Assessment that may be due with respect to such Residential Property for such year and prior years, a working fund contribution ("**Working Fund Contribution**") shall be made by or on behalf of such purchaser or grantee to the working capital of the Association in the amount of Two Hundred and Fifty Dollars and No/100 Cents (\$250.00), for each Lot or Unit contained within such Residential Property; which Working Fund Contribution is nonrefundable, shall be in addition to, and not in lieu of, the Assessment levied on the Residential Property and shall not be considered an advance payment of any portion of Assessments levied on said Residential Property. The Working Fund Contribution shall be paid to the Association and shall be used for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property including, without limitation, operating expenses and other costs and expenses incurred by the Association pursuant to the terms of the Governing Documents and as determined by the Board, including the reduction of the Declarant's Deficit Funding Obligation. Declarant, may, at its sole option, for so long as there is a Class C Membership in the Association, waive Working Fund Contributions that would be due from Owners of any Residential Property. After completion of the second Fiscal Year, the Board may elect to increase the Working Fund Contribution by up to five percent (5%) each Fiscal Year. Additional Property annexed into the Property may have a different or additional Working Fund Contribution, as established in the subject Supplement. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from Declarant shall be exempt from payment of a Working Fund Contribution as to any such Builder Lot.

Section 9. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. If any Assessment is not paid on the date due, then such Assessment shall become delinquent and the entire Assessment, including future annual installments of such Assessment, shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Residential Property that is the subject of such Assessment, which lien shall bind such property in the hands of the then Owner, and said Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such Assessment, however, shall remain a personal obligation, notwithstanding any disposition by such Owner of the Residential Property that is the subject of such Assessment. The Association may record notice(s) of lien(s) for delinquent Assessments in the Public Records and foreclose any such lien(s) in the same manner as a mortgage may be foreclosed under Florida law. Upon recording, any such lien(s) shall secure not only the amount of delinquency stated therein, but also all unpaid Assessments thereafter with regard to said Owner and the subject Residential Property until all the foregoing are satisfied of record.

If any Assessment is not paid when due, pursuant to the terms hereof, said Assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law as of the date of delinquency, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the Residential Property, and there shall be added to the amount of such Assessment the costs, expenses, and fees incurred by

the Association in connection with such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' and other legal fees to be fixed by the court together with all other costs, expenses, and fees of the action.

In addition to the foregoing, if the Assessment is not paid when due, the Association may also charge an administrative late fee not to exceed the greater of Twenty-Five and No/100 Dollars (\$25.00) or five (5) percent of the amount of each installment that is paid past the due date thereof.

The Association shall have the power to bid for the Residential Property at any foreclosure sale and to acquire the same via foreclosure or deed in lieu thereof, and thereafter hold, lease, mortgage, and convey the same. During the period in which the Residential Property is owned by the Association following foreclosure or deed in lieu thereof: (a) no right to vote shall be exercised on behalf of said Residential Property; (b) no Assessment shall be assessed or levied on said Residential Property; and (c) each other Residential Property shall be charged, in addition to its Assessment, its pro rata share of the Assessment that would have been charged such Residential Property had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Residential Property for unpaid Common Expenses, Assessments, and all costs, expenses, and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court, together with all other costs, expenses, and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

If any Residential Property is occupied by a Tenant and the Owner of the Residential Property is delinquent in paying any Monetary Obligations, the Association may demand in writing that the Tenant pay to the Association the subsequent rental payments related to the Residential Property ("**Tenant Demand**"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Residential Property (the "**Notified Tenant**") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Owner related to the Residential Property have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Residential Property. A Notified Tenant is immune from any claim by the Owner related to the rent timely paid to the Association after the Association has made a Tenant Demand.

If the Notified Tenant paid rent to the Owner of the Residential Property for a given rental period before receiving the Tenant Demand and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the Tenant Demand, such Notified Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the Monetary Obligations of the Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Owner of the Association's demand that the Tenant pay Monetary Obligations to the Association.

The liability of the Notified Tenant may not exceed the amount due from the Notified Tenant to the Owner. The Notified Tenant shall be given a credit against rents due to the Owner in the amount of Assessments paid to the Association.

After serving a Tenant Demand, if the Notified Tenant fails to pay any Monetary Obligation, the Association may issue notices under Section 83.56 of the Florida Statutes, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and specifically has no duties under Section 83.51 of the Florida Statutes.

A Tenant does not, by virtue of payment of Monetary Obligations, have any of the rights of the Owner of the Residential Property to vote in any election or to examine the books and records of the Association.

In the Board's discretion, the Association may suspend the voting rights of any Residential Property or Member for the nonpayment of any Monetary Obligation (including, but not limited to, Assessments) due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to any Residential Property or Member which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Association Act or pursuant to the Governing Documents. Any suspension pursuant to this paragraph ends upon full payment of all Monetary Obligations currently due or overdue to the Association. Any suspensions to be imposed pursuant to this paragraph must be approved at a properly noticed Board meeting. If the Association imposes a suspension pursuant to this paragraph, the Association must provide written notice of such suspension by mail or hand delivery to the Member and, if applicable, to any affected Tenants, guests or other invitees of the Member's Residential Property.

Section 10. Subordination of the Lien to the Mortgages; Mortgagees' Rights. All liens for Assessments ("**Assessment Lien**") shall be prior to all other liens created except: (i) ad valorem real estate taxes and assessments levied by any governmental authority; (ii) any first- lien or first priority position permanent or construction Mortgage, expressly subject to the Association's right to collect Assessments from the holder of the Mortgage pursuant to Section 720.3085(2)(c) of the Association Act; and (iii) other liens which by law are superior to an Assessment Lien. To the fullest extent permitted by law, any Assessment Lien shall be prior to and superior in dignity to the Member's homestead status. A subsequent Member is jointly and severally liable with the previous Member for all unpaid Assessments that came due up to the time of transfer of title of the subject Residential Property; provided, however the liability of any Mortgagee, or its successor or assignee as a subsequent holder of a first-lien or first priority position permanent or construction Mortgage who acquires title to any Residential Property by foreclosure or deed in lieu of foreclosure, for the unpaid Assessments that became due before the Mortgagee's acquisition of title to the Residential Property, is limited to the lesser of the amounts stated in Section 720.3085(2)(c) of the Association Act. For the purposes of this Section 10, the term "previous Member" shall not include the Association if the Association acquires title to a delinquent Residential Property through foreclosure or by deed in lieu of foreclosure. The previous Member's

liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent Lot or Unit through foreclosure or by deed in lieu of foreclosure. Notwithstanding anything to the contrary set forth herein, if any unpaid Assessments remain following transfer of title to the subject Residential Property to the Mortgagee, as provided above, such unpaid Assessments shall be a Common Expense collectible from Owners of all Residential Property subject to Assessment pursuant to this Declaration, including the acquiring Mortgagee, on a pro-rata basis. Notwithstanding anything to the contrary set forth herein, any such transfer of any Residential Property to a Mortgagee under this Section 10 or otherwise shall not relieve the transferor of such Residential Property from personal responsibility for any prior Assessments nor the Residential Property from the lien for Assessments thereafter falling due.

Section 11. Certificates of Status. The Association shall, upon demand at any time, and in compliance with Section 720.30851 of the Association Act, provide a certificate signed by an Officer or authorized agent of the Association stating all Assessments and other moneys owed to the Association by the subject Owner with respect to the subject Residential Property ("**Estoppel Certificate**"). The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Residential Property may be sold or conveyed unless an Estoppel Certificate is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

Section 12. Exempt Property. All Common Area, and any portions of the Property fee simple title to which is dedicated to and accepted by any governmental authority, and all Lots that have not been improved with a single-family residence and conveyed to a person who will, individually or through tenants or assigns, occupy the residence, shall be excepted and exempt from the Assessments, charges and liens created in this Article VIII.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Reservation of Architectural and Landscape Control. In order to ensure that the development of the Property will proceed pursuant to a uniform plan of development and construction and in accordance with consistent architectural, ecological, environmental and aesthetic standards, including any architectural or design guidelines or standards contained in any governmental permit, approval, ordinance, rule or regulation, or the like, applicable to the Property, Declarant shall have and hereby reserves exclusively unto itself for the duration hereinafter specified, the right, privilege, and authority to review, approve and control the design, placement, construction, erection and installation of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping, upon all Residential Property and Common Area, including further, without limitation, approval of the identity of any and all persons or entities performing construction, reconstruction or repair work to such buildings, structures and other improvements. Declarant's approval of any of the foregoing items may be granted or withheld in the sole discretion of Declarant or its designee. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in the interest of the Declarant and shall owe no duty to any other person, including any Member or Owner. Such right and control of Declarant shall be exercised in the manner and pursuant to the same procedures as is hereinafter provided in this Article IX for the ARB. Declarant may elect to delegate the aforesaid right, privilege and authority to the Association, acting through the ARB. Notwithstanding the

foregoing, unless said delegation is stated to be irrevocable and is made via a document recorded in the Public Records, Declarant may rescind or revoke the delegation of this right, privilege and authority at any time, and for any reason or no reason, whereupon Declarant shall once again have the exclusive possession of such rights, power, duties and authority. Except as otherwise expressly set forth herein, the aforesaid right, privilege and authority shall remain with Declarant until Turnover. There shall be no prior surrender of the aforesaid right, privilege and authority except as provided in this Section 1.

Section 2. Architectural Review Board. Upon the initial appointment of the ARB by Declarant, at Declarant's election, the Association shall thereafter at all times maintain an ARB, as an Association standing committee consisting of not less than three (3) persons to perform the ARB functions described in this Declaration. Until the Turnover Meeting, Declarant shall have the right to set the number of and appoint (and remove and replace) all members of the ARB, which, unless otherwise designated by Declarant from time to time, shall be the Directors. Upon expiration of the foregoing described right of the Declarant, or upon Declarant's earlier written relinquishment of the foregoing described right, each Director shall be required to be and shall be a member of the ARB.

The purpose of the ARB shall be to exercise the right, privilege and authority to review, approve and control the design, architecture, placement, construction, erection and installation of buildings, structures, other improvements, and trees/landscaping upon the Residential Property and Common Area, and all other parts of the Property on behalf of, or as delegated to the Association and ARB by, Declarant as described in Section 1 above including, but not limited to, review and approval of plot plans and construction plans and specifications for all Residential Property in order to ensure that the Property is developed consistent with the terms and provisions of this Declaration and any Architectural Guidelines. Subject to the Declarant's, or Board's if delegated to the Association, discretionary review and approval of same, the ARB shall have the authority to promulgate Rules and Regulations (including, but not limited to, the Architectural Guidelines) with respect to any aspect of the actions contemplated in this Declaration to be taken by the ARB. The ARB also has the right to elect, in its reasonable discretion, to waive, vary or modify standards or procedures (whether such standards and procedures are set forth in this Declaration, the Architectural Guidelines, or in the Rules and Regulations adopted by the ARB pursuant to this Declaration) for the review and approval of plot plans or construction plans and specifications, such waiver or modification, if given, to be in writing and signed by a majority of the members of the ARB. Refusal to approve plans, specifications, plot plans, et., or any of them, may be based on any ground, including purely on aesthetic grounds, which in the sole and absolute discretion of the ARB are deemed sufficient. Any change in the exterior appearance of any building, wall, fencing or other structure or improvements, and any substantial change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

A meeting of the ARB occurs whenever a quorum of the ARB gathers to conduct Association business. All meetings of the ARB must be open to all Voting Members (and any Member seeking ARB approval or a decision by the ARB concerning said Member's Residential Property) except for meetings between the ARB and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members of the ARB may not vote by proxy or by secret ballot. If and to the extent required by the laws of the State of Florida, the provisions of the Bylaws governing

meetings of the Board shall likewise apply to meetings of the ARB, otherwise no particular formality is required for any of the ARB's proceedings, including any hearing, nor is any record required. A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be appointed by the party (e.g., Declarant of the Board) that has a right to appoint the members of the ARB.

The ARB shall make a determination on each request or application within forty-five (45) days after receipt of a completed request/application and all information required by the ARB as part of the request/application process. If the ARB fails to approve or deny any request or application within the aforementioned time period, such request or application shall be deemed denied by the ARB. The ARB may permit or require that a request/application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The ARB may (i) approve the request/application, with or without conditions; (ii) approve a portion of the request/application and disapprove other portions of the request/application; or (iii) disapprove the request/application; provided, however, that if the ARB disapproves the request/application, it shall state in writing the reason for such denial.

Section 3. Residential Property. No building, wall, fence or other structure or improvement of any kind or nature shall be commenced, erected, placed, repaired, modified or altered on any Residential Property until plans and specifications depicting such matters as building elevations, landscaping, building materials and colors for improvements to be constructed within the Residential Property, etc. ("**Parcel Plan**"), have been approved in writing by the ARB. In order to seek ARB approval, the person intending to make the improvements must submit a Parcel Plan to the ARB, which Parcel Plan must include: (i) a plot plan for the Residential Property showing the location on the Residential Property of all improvements, existing or proposed, and (ii) the construction plans and specifications showing such things as building elevations (for all exterior walls), materials (including size and quantity information) and colors. The ARB shall have no obligation to approve the plan or construction plan and specifications with respect to any Residential Property until the Parcel Plan has been received and approved by the ARB. In this regard, no plot plan or construction plans and specifications for a Residential Property shall be inconsistent with such approved Parcel Plan.

Unless otherwise approved by the ARB in writing, construction of improvements must be commenced not later than twelve (12) months from the date that the ARB issues its written approval of the final Parcel Plans therefor. If construction has not commenced within such time period, the previously approved Parcel Plan must once again be submitted and approved by the ARB in accordance with this Article IX and any prior approval of same by the ARB shall no longer be binding on the Association. Upon commencement of such construction, such construction must be prosecuted diligently, continuously, and without interruption or delay to full completion within a reasonable period of time, but in no event longer than eighteen (18) months from the date of commencement of such construction. The ARB, however, shall have the power and authority to extend the period permitted for completion of construction; provided, however, that the Owner and any contractor or Builder involved makes written application for such extension stating the reasons for the requested extension of time and provided further that the ARB, in its reasonable

discretion, determines that the request is reasonable and that the extension is appropriate and warranted under the conditions then existing.

Section 4. ARB Fees; Assistance. The ARB shall be entitled to charge submittal review and processing fees for each submittal and resubmittal received by it. The ARB may employ architects, engineers or other professionals, as deemed necessary, to perform the reviews contemplated in this Article IX and shall be entitled to include in its fees the reasonable costs incurred to retain such architects, engineers or other professionals.

Section 5. Architectural Guidelines. The ARB shall have the authority to, from time to time, to adopt and thereafter amend architectural guidelines which contain general and specific criteria, guidelines, and other provisions applicable to, and which must be satisfied in connection with, development, construction, and modification of the Property and the ARB's approval thereof, and any improvements and trees/landscaping, including, but not limited to, any Residential Property ("**Architectural Guidelines**"); which Architectural Guidelines may not conflict with any provisions of this Declaration. The ARB shall make the Architectural Guidelines available to Owners who seek to engage in development or construction within the Property. The ARB shall have the sole and absolute authority to amend the Architectural Guidelines, which amendments shall be prospective only and shall not apply to, require modifications to or removal of, structures, or improvements previously approved by the ARB, provided that construction or modification of such structure or improvement has actually commenced in the time period required hereunder. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed by the Architectural Guidelines, or otherwise make the Architectural Guidelines less restrictive. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ARB in accepting and considering applications hereunder. The Architectural Guidelines are not the exclusive basis for decisions of the ARB and compliance with the Architectural Guidelines does not guarantee approval of any application. In addition to the Architectural Guidelines, any improvements constructed upon the Property, including, but not limited to, any Residential Property, must comply with all of the covenants and restrictions contained in this Declaration (however, such compliance does not automatically entitle an applicant to ARB approval of its planned improvement).

Section 6. Inspection and Noncompliance. The ARB shall have the right to enter upon and inspect any Residential Property at any time prior to, during or after the construction or alteration of improvements on such Residential Property to ensure compliance with its approvals and requirements. If, during the inspection, the ARB finds that the work was not performed, or the improvements were not constructed, in substantial compliance with the Parcel Plan approved by the ARB; or if during subsequent inspection the ARB notes that previously inspected improvements are not being maintained in compliance with the ARB's approvals and requirements or with the aesthetic standards or other standards imposed by the ARB, then the ARB shall notify the Owner in writing of such noncompliance. Such written notice shall specify the particular areas of noncompliance and shall demand that the Owner immediately bring such improvements into compliance.

Section 7. Enforcement. If an Owner shall have failed to remedy a non-compliance within thirty (30) days from the date of the notice described in the previous section, the ARB shall

notify the Board in writing of such failure. The Board may demand that the Owner remedy or remove the non-complying improvements within a period of not more than fifteen (15) days from the date of such demand. If the Owner does not comply within that period, the Board, in its sole discretion, may pursue the remedies set forth in Article XVIII, Section 9 hereof, and if the Board so acts, the Owner shall reimburse the Association for all expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, legal fees, and other costs and expenses of litigation connected therewith, which fees and costs, and expenses shall include those caused by reason of any appellate proceeding, re-hearing, appeal, post-judgment action, or otherwise. If such costs, expenses, and fees are not promptly reimbursed, the Board shall levy a Special Assessment or Individual Assessment against the Residential Property upon which the non-complying improvement is or was located. In addition to the above, the Association may exercise any other rights or remedies available to it under this Declaration or under Florida law.

Section 8. No Liability for Actions. Neither the ARB, the Declarant, the Association, the Board, nor any of their members, officers, directors or duly authorized representatives, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties under this Declaration.

Section 9. No Waiver. If, for any reason, the ARB fails to notify an Owner of any noncompliance under this Article IX, such failure shall not relieve the Owner from the requirements to comply with all provisions of this Article IX and the Declaration.

Section 10. Exemption. Declarant, and each Approved Builder, prior to and after Turnover, shall at all times be exempt from the provisions of this Article IX and shall never be obligated to obtain ARB approval for any construction or change in construction or alterations to improvements that Declarant, or each Approved Builder, may elect to make at any time. Declarant, may, at its sole option, for so long as there is a Class C Membership in the Association, by written documentation executed by Declarant, exempt Owners from the provisions of this Article IX and the ARB approval requirements.

ARTICLE X

RESTRICTIVE COVENANTS

Section 1. Applicability. This Article X contains restrictive covenants applicable to the use of all or certain portions of the Property, as more particularly set forth herein ("**Use Restrictions**"). All Owners are hereby given notice that use of the Residential Property and the Common Area is bound, restricted and limited by the Use Restrictions, as they may be amended, expanded and otherwise modified consistent with the provisions of this Article X. Each Owner, by acceptance of a deed for any portion of the Property, hereby acknowledges and agrees that the use and enjoyment and marketability of the Residential Property can be affected by the Use Restrictions and that the Use Restrictions may change from time to time, and all purchasers of any portion of the Property are hereby placed on notice that the Use Restrictions as initially set forth in this Article X may have been amended, expanded or otherwise modified. The Use Restrictions shall never be applicable to those portions of the Property then owned by Declarant, but shall be applicable to such portions of the Property immediately upon conveyance thereof by Declarant. The Use Restrictions do not, however, constitute all restrictions, restraints, criteria, conditions or

constraints associated with development and construction of the Property, as the Property is also subject to all restrictions, restraints, criteria, conditions and constraints as are set forth in any and all permits or approvals applicable to development and construction of the Property, including, but not limited to, all such restrictions, restraints, criteria, conditions and constraints set forth in any Recorded Plat or PSP/DP.

Section 2. Approved Builders. All construction, reconstruction and repair work upon any Residential Property shall be performed by an Approved Builder. If a Residential Property has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.

Section 3. Land Use and Building Type. No Lot, nor building on a Lot, shall be used for any purpose other than residential purposes and no Lot shall have more than one (1) Dwelling constructed thereon. Notwithstanding the foregoing, an Owner or lawful Tenant of a completed Dwelling situated upon a Lot may use a single room within the dwelling as an office for conducting business as long as the business: (A) does not involve or require regular visitation of the Lot or Dwelling by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Property; (B) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the subject Lot; (C) is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (D) complies with applicable land use and zoning requirements; and (E) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For purposes of this Section 3, "(B)usiness" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary 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. This Section 3 shall not apply to restrict Declarant's, or Declarant's affiliates activities, nor shall it restrict the activities of persons or entities Declarant approves of with respect to the development and marketing/sale of property within the Community. This Section 3 also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Dwelling is not a "business" within the meaning of this Section 3. No daycare, child care, or assisted living/hospice facilities are permitted to be operated from any Dwelling situated upon any Lot. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected on Lots by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of the ARB as provided herein.

Section 4. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant, or any assignee of Declarant, in dredging water areas,

creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, and the activities of (i) Declarant in connection with the installation of wells, pumps or sprinkler systems, or (ii) any Owner in connection with the installation of pumps or sprinkler systems, as approved by the Association, shall be in compliance with applicable governmental requirements.

Section 5. Subdivision or Partition. No portion of the Property shall be subdivided except with the prior written consent of Declarant.

Section 6. Use of Utility Easement Areas. Utilities easements are reserved as shown on the Recorded Plats, as provided in this Declaration, or as established by standalone easement documents recorded in the Public Records. No structure, improvement, tree, planting or other material may be placed or permitted in the easement areas that will interfere with or prevent the maintenance of utilities. The area of each Residential Property included within such easement areas shall be maintained continuously by the Owner of the Residential Property, except as may be provided herein to the contrary and except for installations for which a public authority, agency or utility company is responsible. All utilities and lines within the Property, whether in street rights-of-way or in utility easements, shall be installed and maintained underground.

Section 7. Restriction Against Short Term Rentals. There shall be no "short term" leasing or rentals of any dwellings, or portions thereof, on any Residential Property. For purposes of this Declaration, a "**short term**" lease or rental shall be defined as any rental for a period of less than six (6) full calendar months. Should an Owner enter into a lease or rental, and said lease or rental shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental in the calendar year in which the previous lease or rental terminated or expired. Upon execution of a lease or rental agreement, Owner shall provide a fully executed copy to Association.

Section 8. Height / Minimum Square Footage. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) Residence not to exceed the maximum height permitted by the County or City, with air conditioned living area of not less than the minimum square footage required by the County or City, nor greater than the maximum square footage permitted by the County or City, all based upon the size of the Lot. For purposes of this Declaration, the size of a Lot shall be measured based on the width of the Lot at its front yard building setback line. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room or other auxiliary structures may be constructed separate and apart from the residence, nor may any of the aforementioned structures be constructed prior in time to the construction of the Residence.

Section 9. Garages. A private enclosed garage for not less than two (2) cars, with a minimum of one (1) single overhead door, must be constructed and maintained at all times in conjunction with any Residence constructed on each Lot. No garage may be constructed on a Lot unless the ARB has first approved the plans nor prior to the construction of a Residence on the Lot. All garages must have garage doors that are operated by electric garage door openers that are, at all times, kept in good, safe, and operable condition, and all garage doors must remain closed at all times, save and except only for the temporary opening of the same in connection with

the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored in a garage.

Section 10. Driveways and Sidewalks. All Lot driveways must be constructed of materials approved by the ARB from time to time, and must be the minimum width required by the PSP/DP, the County or City, and the permits and approvals for construction of the subject Dwelling. All driveways shall be continuously maintained from the garage front to the street/alley abutting the Lot. 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 ARB.

Section 11. Additional Structures. No outbuilding, garage, tool or other storage room, shed, barn, trailer, temporary building, or other auxiliary structures or improvements, other than "Trash/Recycling Structures" as defined in Section 28 below, may be constructed separate and apart from the subject Residence.

Section 12. Walls, Fences, Hedges and Hurricane Panels. Except for fences and walls constructed by Declarant, no fence, wall or other similar structure or improvement shall be erected or replaced on any Lot unless the materials, color, and style are in accordance with such standards and criteria as may be adopted by the Association and the location and dimensions thereof are approved by the Association. The Association shall have the right to adopt such standards and criteria as it deems advisable in regard to the location and height of and colors and materials for any fences installed within any Residential Property. All fences shall have a four foot (4') wide self-closing gate, unless otherwise approved, in writing, by the Association. As of the Effective Date, and until changed by the Association, all fences shall be constructed of white PVC fencing or powder coated aluminum of a color and style from time to time approved by the ARB. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall or fence, except as such opening is installed by Declarant or the Association. No building wall or masonry wall or fence, or any associated landscaping or buffer improvements installed during the initial development and construction of the Property, shall be demolished or removed without the prior written consent of Declarant and the Association. Declarant shall have the right, but not the obligation to assign all or any portion of its rights and privileges under this Section 12 to the Association or to any Builder, concerning any portion of the Residential Property owned by said Builder. Any dispute as to height, length, type, style, design, composition or material of or concerning any fence, wall or other similar structure or improvement on or about any part of the Property shall be resolved by the ARB, whose decision shall be final. Unless applicable law otherwise expressly permits the permanent affixing of same, hurricane or storm shutters and other protective materials may only be used on a temporary basis, and shall not be stored on the exterior of any Residence.

Notwithstanding anything to the contrary set forth in this Section 12 or elsewhere herein, before or after the construction of a Dwelling thereon by Declarant, a Builder, or the subject Owner, Declarant may elect to install or cause to be installed one or more perimeter fences on or along the back or rear lot line of certain Lots (each, a "**Lot Fence**"). After such installation, a Lot Fence may not be removed, moved, relocated, or modified, except during any "Lot Fence Maintenance" (as that term is defined below) that necessarily requires the temporary removal or the replacement of the Lot Fence, provided that the Lot Fence is put or placed back in the same location and position at the conclusion of such Lot Fence Maintenance. Maintenance, repair,

restoration, and replacement of the Lot Fence (collectively, "**Lot Fence Maintenance**"), in accordance with the Community-Wide Standard, shall be the responsibility of the Owner of the Lot adjacent to the Lot Fence. If the Lot Fence is installed between two Lots, then, and notwithstanding anything in the foregoing to the contrary, the Lot Fence shall be treated as a party structure pursuant to Section 15 below, and the Lot Fence Maintenance shall be shared between the Owners of such adjoining Lots consistent with said Section 15. As provided elsewhere herein, if an Owner fails to properly and timely perform any necessary or required Lot Fence Maintenance as to the subject Lot Fence, Declarant or the Association may elect to perform such Lot Fence Maintenance, and thereafter levy a Special Assessment or Individual Assessment against the subject Owner or Lot to reimburse Declarant or the Association for costs incurred in connection therewith.

Section 13. Landscaping. All landscaping within the Property shall be installed, maintained, repaired and replaced consistent with the "Landscape Plan" for the Property prepared and approved consistent with the PSP/DP, and all such landscaping shall be maintained in accordance with the provisions of the County or City ordinances applicable thereto, as set forth in the PSP/DP.

In addition to compliance with the overall Landscape Plan for the Property, a comprehensive landscaping plan for each Lot, building, and improvement to be constructed thereon, consistent with the overall Landscape Plan, must be submitted to and approved by the ARB ("**Parcel Landscape Plan**"). Unless the ARB finds that extenuating circumstances exist, the ARB shall not be required to consider or approve any Parcel Landscape Plan that does not include elements such as sod, trees, shrubs, ground cover, and full irrigation systems in front yards, side yards, rear yards and between the sidewalks and roadway curbs. Sod will be required on all yards. In furtherance of its maintenance obligations as set forth in Article XI below, the Association shall be responsible for replacing any elements of the Parcel Landscape Plan for a Lot that are required pursuant to the overall Landscape Plan or are required by the County or City or the ARB. Each Owner by acquisition of a Residential Property within the Property, is deemed to acknowledge that the overall Landscape Plan for the Property, and any Parcel Landscape Plan for an individual Lot, shall be prepared and approved reflecting elements of a Xeriscape or Florida-friendly landscape landscaping plan designed and constructed in accordance with the definition of such terms in Section 737.185 of the Florida Statutes, and, therefore, in recognition of the foregoing, no owner of any Lot may make any changes to the approved Parcel Landscape Plan for such Lot, including, but not limited to, any additions thereto, or removals therefrom, as originally approved by the ARB.

No landscaping, trees, shrubbery, bushes, grass, plants, vegetation, groundcover, flowers, etc. (collectively, "**Landscaping**"), installed by Declarant or approved by Declarant or the ARB, shall be removed from a Lot without Declarant's or the ARB's prior written approval and Declarant's or the ARB's prior written approval of a replacement Parcel Landscape Plan. If any such Landscaping should become diseased, damaged (via the elements or otherwise), unsightly (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained), or die (collectively, "**Damaged Landscaping**"), such Damaged Landscaping shall be replaced by the Association, at Common Area Expense, with such Landscaping as deemed or determined appropriate from time to time by the Association. No garden, landscape bed layout, or landscape architecture installed by Declarant

or otherwise approved by Declarant or the ARB may be removed, altered, or changed, without the prior written approval by Declarant or the ARB of a replacement garden, landscape bed layout, or landscape architecture. As to any approved replacement Parcel Landscape Plan, replacement garden, replacement landscape bed layout, or replacement landscape architecture, the Association may elect: (a) to allow the Lot Owner to install same, at Owner's sole cost and expense, with such Landscaping, after the proper installation of same, to be maintained by the Association pursuant to the terms thereof; (b) to install same, at Common Expense, with such Landscaping, after the proper installation of same, to be maintained by the Association pursuant to the terms thereof; or (c) to install same and levy a Special Assessment or Individual Assessment against the subject Owner or Lot to reimburse the Association for costs and expenses incurred in connection therewith, with such Landscaping, after the proper installation of same, to be maintained by the Association pursuant to the terms thereof. If in the Association's reasonable determination, any Damaged Landscaping was not due to natural events or occurrences, but was instead caused or likely caused by the acts of a Lot Owner, Tenant, or guest of a Lot, e.g., if any such party over fertilizes, tramples, or willfully or negligently causes any Damaged Landscaping, the Association shall replace said Damaged Landscaping, and may levy a Special Assessment or Individual Assessment against the subject Owner or Lot to reimburse the Association for costs and expenses incurred in connection therewith. For purposes of clarity, unless first approved by Declarant or the ARB and thereafter installed pursuant to the terms hereof, no Landscaping may be installed in or about any Lot including, but not limited to, within enclosed areas such as courtyards, patios, swimming pool decks or other areas not readily accessible from outside the Dwelling (collectively, "**Dwelling Landscaping**"). As to any such Dwelling Landscaping, the foregoing maintenance obligation of the Association shall not apply and instead, the Owners of such Lots shall be fully responsible for such maintenance. Declarant hereby reserves for the benefit of the Declarant and the Association, such perpetual, nonexclusive easements (e.g., easements for access and ingress/egress) in, on, under, over, upon, across, and through such portions of the Property, including, but not limited to, the Common Areas and all Lots, as are required or necessary from time to time by the Declarant or the Association in connection with the foregoing obligations and responsibilities of the Association concerning any Landscaping.

Section 14. Master Metering and Reclaimed Water. Reclaimed water may, as required by the City, County or at the option of Declarant or the Association, after Turnover, be provided and used for irrigation to the Community. At the option of the Declarant, or the Association following Turnover, reclaimed water provided for irrigation to the Lots will be provided through a master meter at the Property level, controlling the flow of such reclaimed water to the entire Property, and all costs or expenses incurred by the Association for such reclaimed water service shall be allocated to the Lots and deemed Common Expenses, all as reasonably determined by the Declarant or Association, as the case may be.

Section 15. Shared Structures. Each wall, fence or similar structure built as part of the original construction on the Lots that serves and/or separates any two (2) adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party structures and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Each Owner that shares a party structure shall share equally the cost of repair and maintenance of such structure; provided, however, that each Owner shall be responsible to perform

routine maintenance, cleaning and painting to its side of the party structure. If a party structure is destroyed or damaged by fire or other casualty, any Owner that shares the party structure may restore it, and the Owner performing such restoration to such party structure shall have the right to receive from each other Owner sharing such party structure such other Owner's proportionate share of the costs and expenses incurred in connection with such restoration. The right of an Owner to contribution from any other Owner under this Section 15 shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 16. Mailboxes No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected on any Lot. In connection with the development of each Lot, the United States Postal Service ("USPS") requires the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("**Centralized Mail Delivery**") to the Lots. In connection with the foregoing, the Property shall be developed with concrete slabs on, as applicable, Common Area or Limited Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Area Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees their Lot will be serviced by CBUs, meaning that all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 17. Utility Connections. All connections for utilities including, but not limited to, potable water, reclaimed water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

Section 18. Pets, Livestock and Poultry. No livestock, poultry or animals of any kind, character, nature or description shall be kept, bred or raised on or upon any Lot; provided, however, that household, domesticated pets as allowed by the County or City ordinances, as appropriate, may be kept on each Lot so long as they are not kept, raised, or maintained thereon for any business or commercial purposes, provided that they do not become a nuisance or annoyance and provided that no more than three (3) domesticated pets may be kept on any Lot at any one time. The keeping of pets shall be governed by the Rules and Regulations.

Section 19. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicle, recreational vehicle (including, but not limited to, personal water craft, all terrain vehicles, two-wheeled dirt bike motorcycles and boats), camper, mobile home, motor home, boat, house trailer, boat trailer or trailer of any other description, shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may charge for the use of such spaces. Provision for temporary visitation may be established by the ARB. This prohibition of parking shall not apply to temporary parking of commercial vehicles, such as for pick-up and delivery and

other commercial services, nor to vehicles for personal use (including personal water craft, recreational vehicles, boats and boat trailers) which are stored within enclosed garages and are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates, Approved Builders, and their associated contractors, subcontractors, suppliers and consultants, or any building contractor designated by Declarant in writing.

No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless stored in a garage and out of view) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate(s) affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

No vehicles commonly known as "three-wheelers", "two-wheel dirt bikes", "all-terrain vehicles", or "go carts" or any other form of similar motorized transportation shall be operated on the Property.

As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicle parked in violation of these or other restrictions contained herein, or in the Rules and Regulations, may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, personal water craft, all terrain vehicles, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Notwithstanding anything in the foregoing to the contrary, each Residential Property shall have a garage large enough to accommodate at least two (2) cars. Garage doors shall remain in operating condition and shall remain in the down position at all times, except when moving cars or transporting items to and from the Residential Property through the garage.

Section 20. No Outdoor Drying. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day.

Section 21. Unit Air Conditioners, Screening of Equipment and Reflective Materials. No air conditioning units may be mounted through windows or walls unless approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB for energy conservation purposes. All air conditioning units, l.p. tanks, and pool pumps and other equipment located on Lots must be screened from view from the

adjacent street by a thirty inch (30") high shrub or brick, stone, masonry wall (stuccoed) or fence approved by the ARB, or if the rear yard of the Lot abuts a water retention area or pond, then screened from view from the water retention area or pond by appropriate landscaping, or brick, stone, masonry wall (stuccoed) or fence approved by the ARB. All such fences and walls shall be properly maintained by Owner. Unless installed by Declarant or approved by the ARB, the placement of air conditioning units in side yards is not permitted.

Section 22. Exterior Antennas. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ARB, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

Section 23. Chain Link Fences. No chain link, hog wire, or barb-wire fences shall be permitted on any Residential Property or portion thereof, unless installed by Declarant or its affiliates during construction periods.

Section 24. Skateboard Ramps. No ramps or other structures for skateboards, roller blades, scooters or similar equipment shall be permitted on the Property at any time.

Section 25. Solar Heating Panels. For aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type and design of solar heating panels must be approved by the ARB prior to installation, which may require landscape screening.

Section 26. Basketball Goals and Equipment. No basketball goals, backboards, or poles, whether temporary, portable, or permanent, shall ever be installed, located, maintained, or used on any Lot, including, but not limited to, any driveway, courtyard, backyard, or other paved or unpaved surface on or about any Lot..

Section 27. Children's Play Structures. Prior to placement on any Lot, the location of any children's play structure, whether temporary or permanent, shall be approved by the ARB in its sole discretion. Children's play structures shall not have any material coverings or canopies except those approved by the ARB, which may require a specific type, design, material and color. The ARB, in its sole discretion, may require children's play structures to be partially screened by landscaping, trees, fences or walls. Playground structures must be positioned in the rear yard of the Residence and no closer than ten feet (10') from the rear or side property line. Notwithstanding the foregoing, no trampolines or other similar recreational equipment, shall be permitted on any Lot within the Community.

Section 28. Outside Storage and Storage Sheds. Outside storage or storage sheds or similar structures are not permitted on any Residential Property, except that the Association may permit, and adopt Rules and Regulations governing the size, style, materials, color and use of any outside storage or storage shed used solely to house or conceal trash collection and/or recycling containers ("**Trash/Recycling Structures**").

Section 29. Owner's Obligation to Rebuild. If all or any portion of a structure on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty; provided, however, that the foregoing obligation of an Owner to rebuild, repair or reconstruct shall not apply to the extent that maintenance obligations are assigned to and performed by the Association pursuant to this Section 29, or to the extent said rebuilding, repair or reconstruction is the responsibility of the Association as provided in Article X. Reconstruction that is the responsibility of the Owner hereunder shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority, in which case reconstruction shall be undertaken within the time allowed or required by the governmental authority. Once commenced, reconstruction shall be diligently and continuously undertaken and pursued so that reconstruction is complete no later than twelve (12) months after it commenced.

Section 30. Soliciting/Garage Sales. No soliciting shall be allowed at any time within the Property. No yard or garage sales, or similar events, shall ever be permitted to be held at any time within the Community by Owners or residents thereof, other than in connection with Community-wide events promoted by the Association pursuant to Article VI, Section 6.K.

Section 31. Drainage. All stormwater from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas, all in accordance with the applicable governmental approvals. Stormwater from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or under any contiguous or adjacent Lot unless a drainage easement shall exist for same and same is done in accordance with any and all applicable governmental permits and approvals. All work done on any Lot affecting or pertaining to the Lot grade, original drainage plan, the flow of surface water, stormwater drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans for the Lot as approved by the County or City, as may be appropriate.

Section 32. Flags. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 32. Each Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Lot Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("**Flagpole**"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Lot Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Lot Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole

or stand; must be professionally made of nylon, denier polyester, or similar material; must be in good condition, good taste, and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale, or leasing of the Property, the Community, any Lot, Dwelling, Member, Owner, Builder, product, good, service, business, real or personal property, or political party, candidate, or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Builder, the Community, the Property, any Lot, Dwelling, Member, Owner, product, good, service, business, real or personal property, or political party, candidate, or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules and Regulations regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to the Community-Wide Standard, all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County or City, as applicable, and to all setback and locational criteria set forth in the Governing Documents.

Section 33. Solar Equipment. No solar heating equipment or devices are permitted outside of any enclosed structure on any Lot, except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval to the ARB prior to installation and approval and will be granted only if: (i) such equipment or device is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from the street or any adjacent Lot and is consistent with the Community-Wide Standard); and (ii) the equipment or device complies to the maximum extent feasible with the ARB requirements. Without limiting the foregoing, Declarant or the ARB may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty-five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors

Section 34. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are pre-approved by the ARB. Such containers shall be screened from view from outside of the Lot except when they are being made available for collection. Containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. Rubbish, trash and garbage must be removed from all Residential Property and may not be permitted to accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Residential Property. Notwithstanding anything to the contrary set forth above in this Section 34, if required by the County or City in connection with the development of the Community, Declarant shall establish, on Common Area or otherwise, a centralized garbage collection and recycling facility (collectively, "**Garbage Facility**") at or near the main entrance of the Community, all in accordance with the City's requirements regarding establishment of the Garbage Facility. After Declarant establishes and constructs the same, the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and protection of the Garbage Facility, regardless of whether or not the same is located on Common Area, shall be done by the Association at Common Expense,

all in accordance with the City's requirements regarding same. Rules and Regulations may be promulgated from time to time regarding the use of the Garbage Facility.

Section 35. Spa and Pool Equipment. All spa and pool equipment stored on any Lot shall be blocked from view from outside the Lot. No above ground pools shall be installed on any Lot.

Section 36. Street Lighting. Street lighting within the Property shall be provided in accordance with County or City, as may be appropriate, subdivision regulations. All lighting shall be maintained by the Association and/or the appropriate utility provider, its successors or assigns.

Section 37. Use of Name "Taylor Groves". No Owner shall use the name "Taylor Groves" or any logo associated with such name and used by Declarant in connection with the Property, or any derivative of such name or logo in any printed or promotional material or in any activity, without the Declarant's prior written consent. Declarant may, however, use such names and logos with respect to any property or other development activities of Declarant, without the consent of any party, including any Owner.

Section 38. Signs. No sign of any kind shall be displayed to the public view from any Lot or improvement thereon, except any sign used by Declarant or any Approved Builder to advertise the Declarant's or Builder(s)' company, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a Dwelling or on the outside walls of the Dwelling so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas, or any other dedicated areas, nor in any entryways nor on or within any vehicles within the Property, except such as are placed by Declarant. Notwithstanding the foregoing, one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than four (4) square feet may be placed on the street side of the Lot, subject to prior approval by the ARB. An Owner may only place one "For Sale" or "For Lease" sign up at a time, even if such Owner owns multiple Lots, and whether or not such Lots are adjacent to each other. Notwithstanding the foregoing, an Owner may display a sign of reasonable size provided by a contractor (i) for security services, provided that the sign is located within ten (10) feet of any entrance to the Owner's Residence or (ii) to disclose the presence of an "invisible fence", used as a restraining device for pets otherwise kept on a Lot consistent with the provisions of Section 18 above, and provided that the location of such sign is consistent with any Rules and Regulations adopted by the Association with respect thereto, or is otherwise approved by the ARB.

Section 39. Window Treatments. Window treatments within any Dwelling shall consist of drapery, blinds, decorative panels, or other window covering, with backings that are white, off-white or light beige/cream color, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Tenant first moves into a Dwelling or while permanent window treatments are being cleaned, replaced, or repaired. Any other color shall be subject to the approval of the Association. No security bars shall be placed on the windows of any Dwelling without prior written approval of the ARB; no awnings, canopies or shutters shall be affixed to the exterior of a Dwelling without the prior written approval of the ARB; and no reflective tinting or mirror finishes on windows on any Dwelling shall be permitted unless approved by the ARB.

Section 40. Lakes and Ponds. No fishing, boating, swimming or any other type of recreational activity shall be permitted in the lakes and ponds located within or adjacent to the Property, and no persons in the community shall feed any wildlife in or around the community.

Section 41. Ground Water Restriction. No individual water supply system or well shall be permitted on any of the Property or on any Lot. No ground water shall be used for any purpose, including without limitation irrigation of landscaping. Specifically, no water well, nor any other mechanical device that accesses or draws groundwater, may be installed or used on the Property or on any Lot.

Section 42. Amendment to Use Restrictions. In furtherance of the purposes of this Declaration, Declarant acknowledges the need for an ability to respond to unforeseen problems, changes in circumstances, conditions, needs, desires, trends and technology which affect the Property and Owners, and in furtherance thereof Declarant hereby establishes that the Association shall have the ability to enact, modify, expand, create exceptions to, limit, cancel and/or otherwise amend the Use Restrictions (for purposes of this Article X, hereinafter an "**Amendment**"), all upon the terms and conditions as set forth in this Section. Notwithstanding anything in the foregoing to the contrary, no Amendment of the Use Restrictions shall be permitted without the express written consent of the Declarant for so long as the Declarant shall own at least five percent (5%) of the total number of Lots and Units within the Residential Property. Additionally, no Amendment of the Use Restrictions may be made in violation of the following provisions, except as may be specifically provided in this Declaration:

A. Similarly situated Owners shall, to the extent reasonably practicable, be treated similarly.

B. No Amendment of the Use Restrictions may abridge the rights of Owners to display religious and holiday signs, symbols and decorations inside Dwellings or on their Lots generally; provided, however, that the Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other Rules and Regulations with respect to all such displays, which Rules and Regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

C. No Amendment of the Use Restrictions may interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to limit the total number of occupants permitted in each Dwelling on the basis of the size and facilities of the Dwelling constructed on the Lot and such Lot's occupants' fair use of the Common Area.

D. No Amendment of the Use Restrictions may interfere with the activities carried on within a Dwelling, except that the Association may prohibit activities not normally associated with property restricted to residential use, and any activities that create monetary costs for the Association or other Owners, that create a danger to health or safety of other Owners or

their family, Tenants, guests or other invitees, that cause offensive odors, that generate excessive noise or traffic, that create unsightly conditions visible outside the Dwelling, or that create an unreasonable source of annoyance to other Owners, their family, Tenants, guests or invitees.

E. No Amendment of the Use Restrictions may require an Owner to dispose of personal property which it maintained in or on its Residential Property prior to the effective date of such Use Restriction, or to vacate a Dwelling in which an Owner resided prior to the effective date of such Amendment of the Use Restrictions, provided that such personal property was maintained, or such occupancy was, in compliance with this Declaration and all Use Restrictions previously in force.

Section 43. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article X set or establish minimum standards in excess of applicable governmental regulations, including, without limitation, building, zoning, land use and environmental regulations, the covenants, conditions and restrictions set forth in this Article X shall take precedence and prevail over less stringent governmental regulations.

Section 44. Parking. Owners, and their tenants, guests, licenses and/or invitees shall park only in their garages, in the driveways servicing their Residence, or in appropriate parking spaces designated by the Board. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Cars parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 45. Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER AND THERE MAY ALSO BE SUCH WATER BODIES IN THE VICINITY OF THE SUBDIVISION (COLLECTIVELY "**WATER BODIES**") OR OTHER MANMADE, NATURAL, AND/OR ENVIRONMENTALLY SENSITIVE NATURE AREAS IN OR IN THE VICINITY OF THE SUBDIVISION (COLLECTIVELY, WITH WATER BODIES, THE "**NATURE AREAS**"). SUCH NATURE AREAS MAY SERVE AS HABITATS FOR A VARIETY OF NATIVE PLANTS AND WILDLIFE, INCLUDING, WITHOUT LIMITATION, INSECTS, VENOMOUS AND NON-VENOMOUS SNAKES AND OTHER REPTILES, ALLIGATORS, AND OTHER ANIMALS (THE "**WILDLIFE**"), SOME OF WHICH MAY POSE HAZARDS TO PERSONS OR PETS COMING INTO CONTACT WITH THEM. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS FOR, OR RESPONSIBLE FOR MAINTAINING OR ASSURING, THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER

BODIES. NEITHER DECLARANT, NOR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY WATER BODIES WITHIN OR IN THE VICINITY OF THE COMMUNITY. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF NATURE AREAS. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY NATURE AREAS. ALL PERSONS USING OR ENJOYING NATURE AREAS OR SURROUNDING PROPERTY SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE FURTHER HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING, BUT NOT LIMITED TO, ALLIGATORS, SNAKES, BOBCATS, PANTHERS, BEARS AND OTHER ANIMALS AND INSECTS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO THE SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, THE NATURE AREAS AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 46. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots/Units or in or about any Dwelling or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Dwellings which is a source of annoyance to Owners or occupants of Dwellings or which interferes with the peaceful possession or proper use of the Dwellings or the surrounding areas. No loud noises or noxious odors shall be permitted on or about the Lots/Units or in or about any Dwelling. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot/Unit, or exposed to the view of other Owners without the prior written approval of the Board.

ARTICLE XI

COVENANTS FOR EXTERIOR RESIDENTIAL PROPERTY MAINTENANCE

Section 1. Maintenance of Dwelling. Except as and to the extent that maintenance obligations are specifically assigned to and performed by the Association, each Owner shall be responsible for the maintaining, repairing, and replacing the Dwelling and all other improvements situated on his or her Residential Property in a clean, sanitary, neat, safe and orderly condition consistent with this Declaration, the Rules and Regulations, and the Community-Wide Standard, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows, roofs, window and patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair and replacement of mailboxes, if any, and any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or

other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration, or the Rules and Regulations. The Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article IX hereof. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Landscaping Maintenance. Except as specifically set forth below in this Article, it shall be the duty of each Owner to keep, maintain and irrigate the trees, shrubbery, grass and other Landscaping located on that Owner's Lot, including such Landscaping located within any fenced portion of the Lot, in good repair and in a neat and attractive condition. Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming hedges, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. The minimum (but not exclusive) standard for maintenance of landscaping on the Owner's Lot shall be consistency with the approved Parcel Landscape Plan and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Section 3. Landscape Easement and Buffer Landscaping. The Association shall be responsible for the maintenance of all Landscaping within any landscape easement or buffer on a Lot originally installed by the Declarant or by the Association to comply with governmental requirements, if any. Such maintenance shall include routine trimming, weeding and pruning of such landscaping. As set forth in Section 2 above, each Owner shall be solely responsible for all maintenance of any Landscaping not required to be maintained by the Association by any governmental agency or landscaping installed on the Lot for aesthetics or by the Owner. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance herewith. Owners hereby acknowledge some landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work.

Section 4. Irrigation. It shall be the duty of the Association to maintain the main irrigation lines for the Community (including, without limitation, any sprinklers, pumps, wells, water lines, rain sensors, and time clocks, wherever located), including irrigation of Common Areas and irrigation lines to the boundaries of each Lot. Said irrigation system will run both on Lots and Common Area ("**Lot Irrigation System**"). The Owner is responsible for the maintenance and repair of any portion of the Lot Irrigation System located on and servicing the Lot within the boundary lines of said Owner's Lot. If the Owner fails to maintain the Lot Irrigation System on said Owner's Lot, the Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing and maintaining the Lot Irrigation System. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the Lot Irrigation System on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt

of an invoice from the Association for such maintenance. Each Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the Lot Irrigation System, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Further, the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the Lot Irrigation System without the consent of the Association. No Lot Owner (or any occupant of any Lot) shall install, or cause to be installed, any additional sprinklers or other irrigation facilities of the nature of those comprising the Lot Irrigation System. The Association shall have exclusive control over the operation of the Lot Irrigation System, including, but not limited to, determination of the days, times and duration of operation, but notwithstanding the operation of the Lot Irrigation System by the Association, the Owner of the Lot served by the Lot Irrigation System shall be responsible, directly, for the payment of all fees, costs or expenses charged by the County, City or other applicable governmental authority/utility provider in connection with the operation of the Lot Irrigation System. The Association shall water the Lots and operate the Lot Irrigation Systems, at such times and for such duration as is established by the Rules and Regulations, consistent with applicable laws, rules or regulations of the City, County, or other applicable governmental authority.

In connection with the Lot Irrigation System, and provision of other Utilities to the Property: (A) a conduit with low voltage irrigation wires may be run across the Lots to operate the irrigation system (collectively, "**Conduit System**"); and (B) after installation of same, the Association will thereafter maintain the Conduit System pursuant to this Section 4. Notwithstanding anything to the contrary set forth herein, no Owner, in connection with any improvements made or to be made with regard to said Owner's Lot, which improvements require, will require, or may require ARB approval (e.g., installation of a pool on a Lot; installation of a fence, wall, or other similar structure or improvement; etc.), may make any alterations, repairs, or modifications whatsoever to the Lot Irrigation System or any part thereof including, but not limited to, as applicable, the Conduit System, or otherwise, or connect to or disconnect from (temporarily or otherwise) the Lot Irrigation System, without first submitting an appropriate Parcel Plan to the ARB and obtaining ARB approval. In addition to the foregoing, the Association may, but is not required to, require that any such alterations, repairs, modifications, connections, and disconnections, at the Owner's cost and expense, be performed by the Association's irrigation contractor/company, or by performed by an irrigation contractor/company approved by the Association.

Section 5. Association Rights & Obligations. The Association shall perform the foregoing maintenance, cleaning, repair, etc., obligations set forth herein pursuant to and in compliance with a schedule of maintenance adopted from time to time by the Association as reasonably determined by the Board as necessary to maintain the subject property and improvements in a manner consistent with this Declaration and the Community-Wide Standard. The Association shall have no obligation, but shall retain the power and authority, to itself perform the aforescribed maintenance obligations to the extent such maintenance is required or necessitated as a result of willful misconduct, negligence or activities not consistent with ordinary wear and tear or usage of the subject property or improvements by any Owner or any member of such Owner's family, or of any tenants, guests or other invitees of such Owner. Unless done on or on behalf of the Association, the Association shall not be responsible for any maintenance or repairs to any improvement or modification added or made to any improvement after the

conveyance of the Lot to the first Owner following completion of any initial improvement thereon. Except as and to the extent specifically provided in this Article XI, maintenance of all other portions of the Lots, including any landscaping or improvements installed by the Owners or occupants of any Lot, shall be the responsibility of the respective Owners, as provided in this Article XI.

Except as otherwise provided herein, all costs and expenses incurred by the Association in connection with maintenance, repair, replacement, etc. pursuant to this Article XI shall be deemed Common Expenses.

Notwithstanding anything to the contrary set forth above in this Article XI, if maintenance, repair or replacement of any component of the Lot for which the Association is responsible for under this Article XI is necessary due to intentional conduct, negligence, or failure to comply with the terms of the Declaration or the Rules and Regulations by an Owner (including the members of Owner's family, tenants or other occupants, guests, or invitees), the Association shall have the right to assess the Owner's Lot, via an Individual Assessment, for the cost of necessary maintenance, repair or replacement, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with such party.

Section 6. Exterior Painting and Pressure Cleaning. Each Owner shall be responsible for exterior painting and pressure cleaning of its respective Residence and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Residences to be painted every five (5) years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Residences to be pressured washed every three (3) years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Residences in the Community and each Owner shall have at least one hundred twenty (120) days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly noticed meeting, the Association may enter into a contract for painting or pressuring washing of all Residences in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Owner fails or refuses to paint or pressure wash its Residence or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as a Special Assessment.

ARTICLE XII **TURNOVER**

Section 1. Time of Turnover. The Turnover shall occur when the earlier of the following events occurs:

A. Declarant makes the election, in its sole and absolute discretion, to voluntarily convert its Class C membership to Class A or Class B membership, as appropriate,

which voluntary conversion shall be effected by Declarant giving written notice of such voluntary conversion to the Association.

B. After ninety percent (90%) of the Lots, Units and parcels in all phases of the Property that will ultimately be operated by the Association have been conveyed to Owners other than Declarant.

C. Upon Declarant abandoning or deserting its responsibility to maintain and complete any amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the Association Act for a period of more than two (2) years.

D. Upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code.

E. Upon Declarant losing title to any part of the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of declarant rights and responsibilities first arising after the date of such assignment.

F. Upon a receiver for Declarant being appointed by a circuit court of the State of Florida and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or the Members.

G. For purposes of this Declaration, the term "Members other than the Declarant" shall not include Builders, contractors, or others who purchase Residential Property for the purpose of constructing improvements thereon for resale.

H. The Turnover of the Association by Declarant pursuant Section 1, Subsections A and B directly above shall occur at the Turnover Meeting, which Turnover Meeting shall be called by Declarant and shall take place no later than ninety (90) days after the occurrence of the subject event.

Section 2. Procedure for Calling Turnover Meeting. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover Meeting.

Section 3. Procedure for Meeting. The Turnover Meeting shall be conducted in accordance with the Bylaws and most recent revision of Robert's Rules of Order.

ARTICLE XIII **DECLARANT'S RIGHTS**

Notwithstanding any provisions contained in this Declaration to the contrary, at any time that Declarant owns or has contracted to purchase any of the lands located within the Property, Declarant shall have the following rights described in this Article XIII, and the following restrictions described in this Article XIII shall remain in effect:

A. Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of any of the lands within the Property including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Property owned by the Declarant as models, sales offices, and for lodging and entertainment, respectively, of sales prospects and other business invitees.

B. No person or entity shall record any declaration of covenants, conditions and restrictions affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent and executed by Declarant.

C. Declarant shall have the right, in its discretion, to receive and approve all sales, promotional, and advertising materials for the subdivision and/or sale of lands in the Property by any Owner, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any such Owner of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall have deemed to have waived any objections to such materials, forms and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or decreed to be obtained. It is hereby established that if Declarant elects to exercise the rights set forth above to review and approve all sales, promotional and advertising materials of any Owner, it shall not by doing so incur or create in favor of any third party any liability, obligation or responsibility to ensure that any such materials comply with any and all applicable laws, rules and regulations nor to determine or correct any false or misleading claims or statements contained in such materials. Further in this regard, Declarant's exercise of such rights shall not be deemed to create a partnership, joint venture or principal/agent relationship with such Owner.

Any or all of the special rights and obligations of Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records.

This Article XIII may not be amended without the express written consent of the Declarant.

ARTICLE XIV **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of the "Eligible Holders" (defined later in this Article XIV) only and may not be enforced or relied upon by anyone else.

Section 1. Notices of Action. An Institutional Lender that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor

and to identify with particularity the Lot, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

A. Any delinquency in the payment of Assessments or charges owed by an Owner of the Residential Property subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon request, is also entitled to written notice from the Association of any default in the performance by an Owner of any obligation under the Governing Documents which is not cured within sixty (60) days;

B. Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

C. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

D. Any proposed action which, pursuant to the terms of this Declaration, the Articles, the Bylaws, or under applicable law, would require the consent of a specified percentage of Eligible Holders; or

E. If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to any of this Declaration, the Articles, or the Bylaws, or extraordinary action of the Association, as defined under VA Pamphlet 26-7.

A failure by Declarant or the Association to furnish notice to any Eligible Holder shall not result in liability of Declarant or the Association because such notice is given as a courtesy to a Eligible Holder and the furnishing of such notice is not an obligation of the Association to Eligible Holder.

Section 2. No Priority. No provision of this Declaration, the Articles of Incorporation or the Bylaws gives or shall be construed as giving any Owner, Member or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residential Property.

Section 4. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the U.S. Department of Veterans Affairs subsequently delete any of their respective requirements which necessitate the provisions of this Article XIV or make any such requirements less or more stringent, then the Declarant (if prior to Turnover) or the Board (prior to or after Turnover), without approval of the Owners or the Members, may adopt and cause an amendment to this Article XIV to be recorded in the Association's minute book and the Public Records to reflect such changes.

Section 5. Applicability of this Article. Nothing contained in this Article XIV shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Articles, the Bylaws, or Florida corporate law for any of the acts set out in this Article XIV.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XV

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board may also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability shall have at least One Million Dollar (\$1,000,000.00) limit for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Subsection B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida and which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating, or as determined by the Board.

B. All policies on the Common Area shall be for the benefit of the Association, the Declarant and the Members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in

such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County.

F. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective Tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of any Director, Officer, or employee of the Association or its duly authorized representative without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time period within which the defect may be cured by the Association, any Member, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article XV, Section 1, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, flood insurance if required; and insurance or a fidelity bond for all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, as determined by the Board's best business judgment with such amounts, regardless never being less than three (3) months' Assessment on all Residential Property, plus all reserves on hand, if subsequently established by the Members pursuant to Article VIII, Section 3

herein. If available, any such insurance policy or fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or nonrenewal. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

Section 2. Individual Insurance for Lots. By virtue of taking title to a Residential Property, each Owner covenants and agrees with all other Owners, and with the Association, that each Owner shall carry, at minimum, full replacement cost protection with building structure replacement cost method extended limits. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising its Residential Property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Residential Property of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Residential Property in a neat and attractive condition consistent with the Community-Wide Standard. Assessments shall apply to any Residential Property cleared and thereafter maintained pursuant to the provisions of this section. Any such cleared Residential Property shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Residential Property and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Residential Property.

Section 3. Damage and Destruction Covered by Association Policies on Common Areas.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association, or the Owners representing at least seventy-five percent (75%) of the total vote of the Owners whose Limited Common Area is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association

within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the Limited Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds of Association Policies on Common Areas. If the damage or destruction to Common Areas for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any Eligible Holder and may be enforced by same.

Section 5. Repair and Reconstruction Where Proceeds of Association Policies on Common Areas Insufficient. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board may levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves Limited Common Area, only the Owners entitled to the use of the Limited Common Area shall be subject to Assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XVI

NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person or entity acquiring any interest in the Property or any part thereof seek any judicial partition. This Article XVI shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or real property which may or may not be subject to this Declaration.

ARTICLE XVII

CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any lands within Property, by any authority having the power of condemnation or eminent domain, each Owner, care of said Owner's Voting Member, shall be entitled to notice

thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of a Common Area on which improvements have been constructed, then unless within sixty (60) days after such taking, the Declarant, so long as the Declarant owns or has under contract to purchase lands within the Property, and Voting Members representing at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the Effective Date. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Voting Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute an affidavit which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Voting Members, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration shall not have the effect of terminating easements herein provided

or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Members. This Declaration, and the Articles of Incorporation and Bylaws may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Association; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is expressly stated as a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration, the Articles of Incorporation or Bylaws, is approved by the Members as set forth above, the President and Secretary of the Association shall execute an appropriate amendment which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. If such amendment relates to this Declaration it shall be recorded in the Public Records. Within thirty (30) days after recording any amendment to the Governing Documents, the Association shall provide copies of the amendment to the Members.

Section 3. Amendments by Declarant. Until such time as the Turnover Meeting occurs, the Declarant specifically reserves for itself, its successors and assigns, the sole, exclusive, absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or any of the other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the Property; prejudice the rights of existing non-Declarant Members to use and enjoy the benefits of Common Area; or materially shift economic burdens from the Declarant to the existing non-Declarant Members. After the Turnover, the Declarant shall continue to have the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of this Declaration as necessary to comply with any obligations or requirements imposed upon Declarant, or otherwise in connection with the development of the Property, by any applicable governmental authority. Otherwise, following Turnover, this Declaration may only be amended pursuant to the provisions of this Article XVIII, Section 2. Each Owner of a Residential Property, by acceptance of a deed therefor or other form of conveyance thereof, irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law or except as expressly set forth herein.

Section 4. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Article XVIII, Section 2 and Section 3, no amendment to the Governing Documents may (i) remove, revoke, or modify any right or privilege of the Declarant without the written consent of Declarant, or the assignee of any such right or privilege, (ii) impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees

herein without the prior written consent of such Mortgagees, (iii) to the extent that any provision of this Declaration, Articles of Incorporation or Bylaws is included in satisfaction of any condition of approval of the PSP/DP or Recorded Plat, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the City, (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Area, or (v) change, amend, modify, eliminate or delete the restrictions contained in this Article XVIII, Section 4. In addition to the foregoing, any amendment to this Declaration that would affect the Surface Water Management System (including any Conservation Areas) shall be submitted to the Water Management District for a determination of whether the amendment necessitates a modification of the District Permits. In no event shall any such amendment be made without the prior approval of the Water Management District.

Section 5. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be assigned to any person, corporation or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing the consent in writing to accept such assignment and assume such duties, the assignee shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant, as the case may be. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 6. Special Exceptions and Variations. Unless the written consent of the Declarant, prior to Turnover, or the Association, after Turnover, is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land or improvements within the Property.

Section 7. MSTUs/MSBUs. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with the County or the City, as may be appropriate, may seek the formation of MSTUs and/or MSBUs. The MSTUs/MSBUs will have responsibilities established in their enabling resolutions which may include, but are not limited to, construction and maintenance of roadway information signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas and parks, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs/MSBUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTUs/MSBUs. Personnel working for or under contract with the County or the City, as may be appropriate, shall have the right to enter upon lands within the Property to affect the services to affect the services contemplated. Each Owner, by acquiring lands within the Property, agrees to pay each and every MSTUs/MSBUs assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with the County or the City, as may be appropriate, to provide the services funded by the MSTUs/MSBUs. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby

receive or be entitled to a discount for any ad valorem taxes or assessments assessed by or in connection with the MSTU/MSBU.

Section 8. Surface Water Management System.

A. Construction. Declarant has caused or will cause to be constructed a Surface Water Management System for the Property, including, but not limited to, drainage canals, lakes and drainage retention/detention ponds within the geographic area shown on the PSP/DP.

B. Association.

(i) Pursuant to Fla. Stat. §617.0302(11), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

(ii) Pursuant to Fla. Stat. §617.0302(2), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(iii) At Common Expense, the Association shall have the authority at all times to contract for services to provide for operation and maintenance services concerning the Common Areas, the Surface Water Management System, any Association property, and the Association generally.

(iv) The Association shall operate, maintain, and manage the Stormwater Management System(s) in a manner consistent with the requirements of the District Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(v) The Association shall levy and collect adequate Assessments (e.g., Annual Assessments and Special Assessments) against Members of the Association for the cost of maintenance, operation, and replacement of the Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

(vi) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

(vii) Existence of the Association shall commence with the filing the Articles with the Secretary of State, Tallahassee, Florida, and the Association shall thereafter exist in perpetuity. However, if the Association is dissolved, the Stormwater Management System, any property containing the Stormwater Management System, and all water management portions

of Common Areas, shall be conveyed to an entity meeting the requirements of clause (6) directly above.

(viii) As provided elsewhere herein, this Declaration shall run with and bind and benefit the Property for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplement shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records.

(ix) A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the Public Records. If Rules and Regulations are promulgated a copy of the District Permit shall be attached to said Rules and Regulations as an exhibit. The Registered Agent for the Association will maintain a copy of the District Permit and copies of all further permitting actions for the benefit of the Association.

C. Ownership/Control, Maintenance, and General Use of Stormwater Management System.

(i) Except as to any part of same owned by the County or City, the Association owns the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System. The Association may and is authorized to enter into one or more use agreements with the County and/or City to beautify and/or perform supplemental maintenance of any portion of the Stormwater Management System owned by the County and/or City.

(ii) Except as to any part of same owned by the County or City, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Except as to any part of same owned by the County or City, it is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District and if applicable, the County or City. If monitoring and/or maintenance of wetland mitigation areas are required by the District Permit, the Association, at Common Expense, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

(iii) To the extent not included in the areas required to be maintained by the Association pursuant to clause C.(2), directly above, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on

any Recorded Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the District Permit, the District, and, if applicable, the County or City. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

(iv) Unless first approved by the ARB and the District and, if applicable, the County or City, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Area or any easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area.

(v) It shall be the responsibility of each Owner, at the time of construction of the Dwelling or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

(vi) Fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms hereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any maintenance, repair, construction, or installations concerning the drainage easement area or the Stormwater Management System. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association, and any Governmental Authority (including, but not limited to, the District and the County or City) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence or portion thereof.

(vii) ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (I) ANY ALTERATION TO THE STORMWATER

MANAGEMENT SYSTEM; OR (II) ENCROACHMENT INTO THE WETLANDS, WETLAND BUFFERS, OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

D. Easements for Access and Drainage.

(i) The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the District Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities (including, but not limited to, the County or City). Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

(ii) Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the District Permit, District rules, and the Rules and Regulations.

E. Amendment to Declaration. Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District and, if applicable, the County or City. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the District Permit. If a modification is necessary, the District will so advise the District Permit's permittee. The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

F. Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association. The County and City shall also have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water Management System.

Section 9. Enforcement. The Association is hereby empowered to adopt reasonable Rules and Regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of the Governing Documents or the Rules and Regulations. A fine levied

pursuant to this Section 9 may not be imposed without at least fourteen (14) days' prior written notice to the person sought to be fined and a single opportunity for a hearing before a Committee. If the Committee, by majority vote, does not approve a proposed fine, it may not be imposed by the Association. The Committee's written recommendation shall be delivered to the Board within fourteen (14) days after the date of the Committee's hearing. If the Association imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the Member and, if applicable, to any affected Tenants, guests or other invitees of the Member's Lot. Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restriction set forth herein by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate and, unless prohibited by law, there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restriction set forth herein. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Residential Property. To the maximum extent permitted by law, in addition to or in lieu of the levying of fines, the Association shall also be permitted to pursue actions in law and equity including, but not limited to, seeking damages and injunctive relief, to address any violations of the covenants, conditions, and restriction set forth herein. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by or pursuant to these covenants. Failure to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association and Declarant and any Owner shall have the right of self-help to cure any violations that remain uncured after any required notice is given.

Section 10. Severability. Should any covenant, condition or restriction contained in, or any (A)rticle, (S)ection, (S)ubsection, sentence, clause, phrase or term of, this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 11. Interpretation. The Board shall have the right, except as limited by any other provision of this Declaration, the Articles of Incorporation or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best lend toward the consummation of the general plan of improvements.

Section 12. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for herein and in the Bylaws, unless the terms of this instrument provide otherwise.

Section 13. Termination. The Association is to exist in perpetuity; however, should the Members of the Association vote not to renew and extend this Declaration as provided herein, or at any time that the Association is dissolved, the Association shall transfer to another not-for-profit homeowners association or appropriate public agency having similar purposes, all ownership, rights and other interests held at such time by the Association in the Common Area, including, but not limited to, the Surface Water Management System (to the extent that the Surface Water Management System is not owned by the City, County or the Water Management District) and the Conservation Areas. Any association to which that portion of the Common Area consisting of the Surface Water Management System, if applicable, or Conservation Areas is conveyed must meet the requirements of a "responsible entity" consistent with applicable rules and regulations of the Water Management District, and such entity must be approved in writing by the Water Management District prior to such conveyance. If no other association or agency will accept such property then it will be conveyed to a trustee appointed by the Circuit Court of the County, which trustee shall sell the Common Area free and clear of the limitations imposed hereby upon terms established by the Circuit Court of the County. That portion of the Common Area consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area. The excess of proceeds, if any, from Common Area shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owner in Common Expenses.

Section 14. Execution of Documents. The PSP/DP for the development of the Property may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, the Declarant may, through its duly authorized officers, as the agent or the attorney-in-fact for such Owners, execute, acknowledge and deliver such documents. The Owners, by virtue of their acceptance of deeds or other conveyance instruments conveying title to any portion of the Property, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized Officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Article XVIII, Section 14 shall recite that it is made pursuant to this Article XVIII, Section 14.

Section 15. Indemnification. To the full extent as permitted by applicable law, the Association shall indemnify every Officer, Director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such Officer, Director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an Officer, Director, or committee member. The Officers, Directors, and committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability on account of any such contract or commitment. Any right to indemnification provided

for herein shall not be exclusive of any other rights to which any Officer, Director, or committee member, or former Officer, Director, or committee member may be entitled. Upon approval of the Board, the Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 16. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its not for profit status under applicable state or federal law.

Section 17. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 18. Construction. This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property; to effectuate the purpose of creating a uniform plan for the operation of the Property; for the preservation of the value of the Property; and the protection of Declarant's rights, benefits, and privileges contemplated herein, in the other Governing Documents, and under the Association Act, to the fullest extent permitted by Florida law. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplement (in the event that there are multiple Supplements, then the order of priority and governance of such Supplements shall be based upon recording order); (D) the Articles; (E) the Bylaws; (F) the Architectural Guidelines; (G) the Community-Wide Standards, and (H) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant, or any of Declarant's affiliates, than against any other person or entity.

Section 19. Notice. Any notices required to be given hereunder shall be given by either (i) personal delivery, (ii) certified mail, postage pre-paid, return receipt requested, or (iii) overnight courier service that provides a receipt evidencing delivery of packages, such as Federal Express. The notices to be delivered to the Voting Members or Owners shall be sent to the addresses appearing in their respective recorded deeds, or at such other address as such Voting Member or

Owner has provided to the Association. Notices to Declarant shall be sent to Declarant's address set forth in the initial paragraph of this Declaration, or, if applicable, to the address of any assignee of the Declarant's interest hereunder as set forth in any instrument recorded in the Public Records. Notices to the Association shall be sent to the principal address of the Association as established in the records of the Secretary of State, State of Florida. Notices shall not be deemed to have been delivered to the intended addressee until same or actually delivered to the appropriate address as set forth above. Notwithstanding anything in the foregoing to the contrary, any notice required to be given hereunder to any Member may be given to such Member pursuant to any means authorized by the Association Act or the Bylaws. Notice to any one or more of any co-owners of a Residential Property shall constitute notice to all Owners of such Residential Property.

Section 20. Covenants Run With the Land. Each covenant, condition, restriction, easement and other provision contained herein shall be appurtenant to and for the benefit of the Property and shall be a burden thereon for the benefit of all the Property and shall run with the land. This Declaration and the covenants, conditions, restrictions and easements created hereby shall inure to the benefit of and be binding upon Declarant and its successors in title to any of the Property; provided, however, that if any Owner conveys fee simple title to the portion of the Property owned by such Owner, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such portion of the Property arising under this Declaration, the Articles of Incorporation and/or the Bylaws to be performed or arising after the conveyance of said fee simple title, but shall remain liable for all obligations arising prior to the conveyance of such title.

Section 21. Not a Public Dedication. Except as specifically stated in this Declaration, nothing herein shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 22. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any Mortgage, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

Section 23. Attorneys' Fees. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

Section 24. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, Members, Association or Declarant, nor shall it cause them to be considered joint venturers or members of any joint

enterprise. Each such entity shall be considered a separate entity and no such entity shall have the right to act as an agent for another unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

Section 25. Non-Merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same party at the same time shall not result in or cause the termination of this Declaration and, likewise, ownership by the same party at the same time of both the benefited and burdened lands associated with any of the easements created herein shall not result in or cause the termination of any of such easements.

[INTENTIONALLY BLANK - SIGNATURE PAGES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

"DECLARANT"

WITNESSES:

William Moline
Print Name: William Moline

Cindy Horton
Print Name: Cindy Horton

D. R. HORTON, INC.,
a Delaware corporation

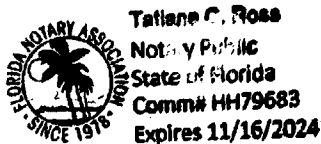
By: Timothy Hultgren
Name: Timothy Hultgren
Title: Vice President

Date: 11/15/2023

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day 15th of November, 2023, as Vice President of D. R. Horton, Inc., a Delaware corporation, on behalf of the limited liability company. Said person (check one) ☒ is personally known to me or ☐ produced N/A as identification.



Tatiana Ross
Print Name: Tatiana Ross
Notary Public, State of Florida
Commission No.: HH79683
My Commission Expires: 11/16/2024

JOINDER OF THE ASSOCIATION

TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in this **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR TAYLOR GROVES** (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15 day of November, 2023.

WITNESSES:

Cindy Horton
Print Name: Cindy Horton

[Signature]
Print Name: TERY RODRIGUEZ

TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Name: William Moline
Title: President

Date: 11/15/23

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day 15th of November, 2023, as President of **TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of corporation. Said person (check one) ☒ is personally known to me or ☐ produced N/A as identification.



Tatiana C. Feras
Notary Public
State of Florida
Comm# HH79683
Expires 11/16/2024

[Signature]
Print Name: Tatiana Ross
Notary Public, State of Florida
Commission No.: HH79683
My Commission Expires: 11/16/2024

EXHIBIT "A"

("Property")

Lots 1 through 108, inclusive, and Tracts C, D, E, F, G, H, I, K and L, Taylor Groves, according to the Plat thereof recorded in Plat Book 202, Pages 11, Public Records of Polk County, Florida.

EXHIBIT "B"
("Articles of Incorporation")

2022/12/22 16:04:28 3 /10

12/22/22, 3:53 PM

Division of Corporations
Florida Department of State
Division of Corporations
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From:
Account Name : AKERMAN LLP - ORLANDO
Account Number : 076656002425
Phone : (407)423-4000
Fax Number : (407)843-6610

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Email Address: WAMoline@drhorton.com

**FLORIDA PROFIT/NON PROFIT CORPORATION
TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC.**

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Help

ARTICLES OF INCORPORATION
OF
TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

NAME

The name of this corporation shall be TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Association."

ARTICLE I
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation ("Articles") with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, that certain Declaration of Covenants, Conditions, Easements and Restrictions for Taylor Groves ("Declaration"), to be recorded in the Public Records of Polk County, Florida. Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents or the Association Act. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Governing Documents, including, but not limited to: (i) the ownership and maintenance of all Common Area, including the Surface Water Management System; (ii) the levy and collection of Assessments against Members of the Association, (iii) the assumption and performance of all duties, obligations and liabilities of the Association for the Property subjected to the Declaration, all as set forth in, and required by, the Declaration, and (iv) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Governing Documents and/or under the Association Act. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and the means of revocation, if any. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Directors or Officers (as that term is defined in the Bylaws of the Association).

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ARTICLE III
PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Association is located at 7835 Osceola Polk Line Road, Davenport, Florida 33896.

ARTICLE IV
REGISTERED OFFICE AND AGENT

Artemis Lifestyles Services, Inc., whose address is 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE V
MEMBERSHIP

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests and limitations granted pursuant to the Declaration, these Articles of Incorporation, the Bylaws of the Association, any Rules promulgated by the Association, the Florida Not For Profit Corporation Act and the provisions of the Association Act.

ARTICLE VI
DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

- 6.1 As required by Florida law.
- 6.2 As set forth in the Declaration.

6.3 Any portion of the Property then owned by Declarant and that has not been not theretofore conveyed or dedicated to the Association shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdraw of said Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then record in the Public Records.

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Except as otherwise set forth in the Declaration, conveyance to a not for profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Stormwater Management System and Conservation Easement Areas, such obligation must be transferred to and be accepted by an entity which satisfies the requirements of Rule 62-330.310 of the Florida Administrative Code, and Applicant's Handbook Volume 1, Section 12.3 and be approved by the District prior to such dissolution. If no other association or Governmental Authority will accept such property, duties, and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of Polk County, Florida, which trustee shall sell such property free and clear of the limitations imposed by the Governing Documents upon terms established by the Circuit Court of Polk County, Florida. That portion of the Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed, or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair, and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE VII VOTING RIGHTS

7.1 A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Governing Documents.

7.2 Unless elsewhere specifically provided to the contrary in the Declaration, these Articles, or the Bylaws, any provision of the Governing Documents which requires the vote or approval of a majority or other specified fraction or percentage of the total voting interests of, as applicable per the Declaration, the Members or the Association, shall be deemed satisfied by either of the following:

A. The vote in person or by proxy of the majority or other specified fraction or percentage of said total voting interests of the Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members of the Association.

B. Written consents signed by the majority or other specified fraction or percentage of the said total voting interests of the Association.

7.3 Except as provided otherwise in the Declaration, these Articles, or the Bylaws, a quorum at meetings shall consist of twenty percent (20%) of, as applicable per the Declaration, the Members or the total voting interests in the Association, whether represented in person or by

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proxy. Subject to any contrary provision or requirement contained in the Declaration or the Bylaws, if a quorum is present, the affirmative vote of a majority of said voting interests represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the applicable Members, except when approval by a greater vote is required by the Governing Documents or by Florida law. When a specified item of business is required to be voted upon by a particular class of the applicable Members, only a majority of the voting interests of such class of applicable Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Governing Documents or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of any Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the initial Board shall be three (3).

ARTICLE IX OFFICERS

The affairs of the Association shall be administered by the Officers designated in the Declaration and the Bylaws. Until Turnover, the Officers shall be appointed by the Declarant and shall serve at the pleasure of the Declarant; provided, however, that if at any time Declarant is not permitted under Florida law to appoint such Officers, then Declarant shall have the right to elect all such Officers. Commencing with the Turnover meeting, the Officers shall be appointed by the Board, and they shall serve at the pleasure of the Board.

ARTICLE X AMENDMENT

These Articles of Incorporation may be changed, amended or modified at any time and from time to time, by the Members or the Declarant, as and to the extent provided in, and pursuant to the procedures as set forth in the Declaration.

ARTICLE XI INDEMNIFICATION

11.1 Every Director and every Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer, or having served at the Association's request as a director or officer of any other corporation, whether or not he so serves the Association at the

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time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by the Governing Documents.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Governing Documents.

ARTICLE XII BYLAWS

The initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

ARTICLE XIII NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XIV INCORPORATOR

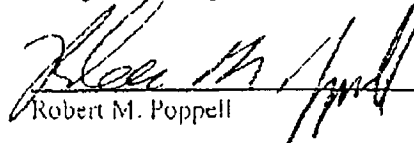
The name and address of the Incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Robert M. Poppell	420 South Orange Avenue, Suite 1200 Orlando, Florida 32801

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((H22000430831.3))

IN WITNESS WHEREOF, the undersigned has signed these Articles this 24th day of December, 2022.


Robert M. Poppell

24
2022

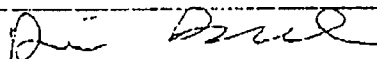
**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

The **TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC.**, desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 7835 Osceola Polk Line Rd, Davenport, Florida 33896, has named Artemis Lifestyles, located at the above-registered office, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named as registered agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

By: 
Print Name: Diane Braswell
Title: CEO

Dated: 12/20/22, 2022

EXHIBIT "C"

("Bylaws")

**BYLAWS OF
TAYLOR GROVES HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used above or herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements and Restrictions for Taylor Groves ("**Declaration**") or the Articles of Incorporation of Taylor Groves Homeowners Association, Inc. ("**Articles of Incorporation**"). For ease of reference, Taylor Groves Homeowners Association, Inc., shall hereinafter be referred to as the "**Association**".

2. Members.

2.1 Annual Members Meetings. The annual meeting of the Members shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers or the Association.

2.2 Special Members' Meetings.

(a) Special meetings of the Members may be called by any one of the following persons or groups:

- (1) The President;
- (2) A majority of the Board;
- (3) Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;
- (4) After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or
- (5) The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

2.3 Notice of Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable Rules and Regulations, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Community. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

2.4 Waivers of Notice. Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the waiver. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the Meeting, the time of the Meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the Meeting, any such objection or objections to the transaction of affairs.

2.5 Action Without A Meeting. Notwithstanding anything to the contrary in the Declaration or these Bylaws, to the extent lawful, any action required or which may be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as provided in the Declaration or these Bylaws) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which all Members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

2.6 Proxy Voting; Electronic Voting.

(a) The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

(b) Provided the Board first passes a resolution authorizing same, which resolution must: (1) provide that Members receive notice of the opportunity to vote through an online voting system; (2) must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and (3) must establish reasonable procedures

and deadlines for Members to opt out of online voting after giving consent, then the Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met: (1) the Association provides each Member with: (a) a method to authenticate the Member's identity to the online voting system; (b) a method to confirm, at least fourteen (14) days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and (c) a method that is consistent with the election and voting procedures in these Bylaws and the other Governing Documents; and (2) the Association uses an online voting system that is: (i) able to authenticate the Member's identity; (ii) able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit; (iii) able to transmit a receipt from the online voting system to each Member who casts an electronic vote; (iv) able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and (v) able to store and keep electronic ballots accessible to election officials for recount, inspection, and review. A Member voting electronically pursuant to this paragraph shall be counted as being in attendance at the meeting for purposes of determining a quorum. Written notice of a meeting at which the board resolution regarding online voting will be considered must be mailed, delivered, or Electronically Transmitted to the Owners and posted conspicuously on Association property at least fourteen (14) days before the meeting. Evidence of compliance with the fourteen (14)-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association. A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the Board, as aforementioned. This section applies to any matter that requires a vote of the Members.

2.7 Right to Speak. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member shall have the right to speak for at least 3 minutes on any item; provided, however, that the Association may adopt written Rules governing the frequency, duration, and other manner of Member statements, which Rules may include a sign-up sheet for Members wishing to speak.

2.8 Order of Business. The order of business at annual meetings, and as far as practicable at all other meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waivers of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees (including the ARC).
- (f) Appointment/election of Directors (as applicable).

- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

3. Board.

3.1 Number, Appointment/Election and Term. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three (3) nor more than seven (7), and shall always be an odd number (i.e., 3, 5, 7). Any increase or decrease in the number of Directors shall require the affirmative vote of a majority of the voting interests of the Members at any special meeting of the Members called for the purpose of changing the number of Directors. No decrease in the number of Directors shall have the effect of shortening the terms of any incumbent Director. Except as otherwise set forth in the Declaration with regard to appointments/elections by Declarant prior to Turnover, the Directors shall be elected at the annual meeting of Members and at each annual meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board of Directors to be filled, and shall hold office until the next succeeding annual meeting. At the initial meeting to elect Directors after Turnover, the initial term for each of the Directors elected therein shall be: (i) Members accruing the highest, second highest, and third highest amount of votes shall each have an initial term of two (2) years; and (ii) Members accruing the fourth and fifth highest amount of votes shall each have an initial term of one (1) year. At each successive election, after such initial election, each Director shall serve a term of two (2) years. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

3.2 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests, all in accordance with the provisions set forth below and the Association Act; provided, however that since prior to Turnover only the Declarant, as the Class C Member, may appoint or elect the Board, then prior to Turnover only Declarant, as the Class C Member, may recall or remove the Board. Board members may be recalled and removed as provided below:

(a) (1) Directors may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure.

(2) The Board shall duly notice and hold a meeting of the Board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a Director or Directors of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all

records and property of the association in their possession, or proceed as described in subsection (c) below.

(3) When it is determined by the department (as that term is defined in the Association Act) pursuant to binding arbitration proceedings that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than 120 days after it has been signed by the Member.

(4) Any rescission or revocation of a Member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the Association before the Association is served with the written recall agreements or ballots.

(5) The agreement in writing or ballot shall list at least as many possible replacement Directors as there are Directors subject to the recall, when at least a majority of the Board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are Directors subject to the recall.

(b) (1) The Members may also recall and remove a Director or Directors by a vote taken at a meeting. A special meeting of the Members to recall a Director or Directors of the Board may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the Meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

(2) The Board shall duly notice and hold a Board meeting within 5 full business days after the adjournment of the Member meeting to recall one or more Directors. At the meeting, the Board shall certify the recall, in which case such Member or Members shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subsection (c) below.

(c) If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the department a petition for binding arbitration pursuant to the applicable procedures in Section 718.112(2)(j) and 718.1255 of the Florida Statutes and the rules adopted thereunder. For the purposes of this subsection, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the Board any and all records of the Association in their possession within 5 full business days after the effective date of the recall.

(d) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote

of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection or in the Declaration, the Articles or these Bylaws. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with procedural rules adopted by the division (as that term is defined in the Association Act), which rules need not be consistent with this subsection.

(e) If the Board fails to duly notice and hold a Board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the Member recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board all records and property of the Association.

(f) If a Director who is removed fails to relinquish his or her office or turn over records as required herein, the circuit court in the county where the Association maintains its principal office may, upon the petition of the Association, summarily order the Director to relinquish his or her office and turn over all Association records upon application of the Association.

(g) The minutes of the Board meeting at which the Board decides whether to certify the recall are an official association record. The minutes must record the date and time of the meeting, the decision of the Board, and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall, as to each vote rejected, the minutes must identify the Director and the specific reason for each such rejection.

(h) When the recall of more than one Director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each Director sought to be recalled.

3.3 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

3.4 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rules may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

3.5 Regular Meetings. Regular meetings of the Board shall be held at least quarterly without notice to Directors at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that (a) no such meeting shall be scheduled on any day that is a legal holiday; and (b) so long as Declarant has the right to appoint all of the members of the Board, the Board is not required to hold regular meetings unless otherwise required by law.

3.6 Special Meetings. Special meetings of the Directors may be called by the President of the Association, by any Director, or by the Declarant as long as Declarant has the right to elect a Director pursuant to Section 720.307(3) of the Association Act.

3.7 Notice of Meetings. Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if there are more than 100 Members, notice for each Board meeting may be by means other than posting or mailing, including, but not limited to, publication of notice, provision of a schedule of Board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required hereunder. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice by electronic transmission in a manner authorized by law for meetings of the Board, committee meetings requiring notice under the Association Act, and Annual Member Meetings and Special Member Meetings, is expressly permitted; provided, however, a Member must consent in writing to receiving notice by electronic transmission.

3.8 Waivers of Notice. Notice of a meeting of the Board need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

3.9 Telephone Participation. Members of the Board may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

3.10 Quorum. A quorum at Directors meetings shall consist of a majority of all votes of the entire Board. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board, except where approval

by a greater number of Directors is required by the Declaration, the Articles of Incorporation, the Bylaws, or under Florida law.

3.11 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

3.12 Assessments. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to Rules regarding Parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the Community or broadcast on closed-circuit cable television not less than 14 days before the meeting.

3.13 Method of Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers.

3.14 Vacancy. Except with regard to any Directors that Declarant has the right to appoint/elect, the vacancies of which may only be filled by Declarant, any vacancy occurring on the Board shall be filled by the Members in accordance with the Declaration and these Bylaws.

3.15 Board Petition. If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the Meeting. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

4. Officers.

4.1 General. The officers of the Association (the "**Officers**") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member may serve as an Officer if such Member or is delinquent or deficit more than ninety (90) days with regard to payment of Assessments. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or

fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

4.2 President. The "**President**" shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a "Homeowners' Association" (as that term is defined in the Association Act). He shall serve as chairman of all Board and Members' meetings.

4.3 Vice President. The "**Vice President**" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

4.4 Secretary. The "**Secretary**" shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

4.5 Treasurer. The "**Treasurer**" shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

4.6 Removal. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, Director or the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

5. Official Records.

5.1 Section 720.303(4) of the Association Act defines the "**official records**" of the Association. The official records shall be made available to Members for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, by making the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association

has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages. An Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by Members, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the foregoing, the following official records are not accessible to Members or Members:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Parcel, within the Community.

(c) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(d) Medical records of Community residents.

(e) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency

contact information, any addresses for a Member other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Parcel designation, mailing address, and property address of the Parcel. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Members a directory containing the name, parcel address, and telephone number of each Member. However, a Member may exclude his or her telephone number from the directory by so requesting in writing to the Association. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by a Member and not requested by the Association.

(f) Any electronic security measure that is used by the Association to safeguard or protect data, including passwords.

(g) The software and operating system used by the Association which allows the manipulation of data, even if the Member owns a copy of the same software used by the Association. The data is part of the official records of the Association.

(h) The Association or its authorized agent is not required to provide any prospective purchaser, lienholder, or Member, with information about the Community or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or Member, or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser, lienholder, Member, or Owner, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

6. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of all Association meetings, when not in conflict with the Governing Documents or the Association Act.

7. Amendment. These Bylaws may be changed, amended or modified at any time and from time to time, by the Members or the Declarant, in the same manner as the Members or Declarant may change, amend, or modify the Declaration, as set forth in the Declaration.

8. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

These Bylaws duly adopted by the Board on this 14 day of December, 2022.

BOARD:

William Moline

William Moline

Bradley Kiggley

Bradley Kiggley

Chris Lee

Chris Lee

EXHIBIT "D"
("Common Area Tracts")

<u>Tract</u>	<u>Use</u>	<u>Ownership</u>	<u>Maintenance Responsibility</u>
C	Open Space/Landscape Buffer/Active Recreation (Walking Trail)	Association	Association
D	Open Space/Landscape Buffer		
E	Open Space/Stormwater Management	Association	Association
F	Open Space/Neighborhood Park	Association	Association
G	Open Space/Mini Park	Association	Association
H	Open Space/Landscape Buffer	Association	Association
I	Open Space/Landscape Buffer	Association	Association
K	Open Space/Landscape Buffer/Active Recreation (Walking Trail)	Association	Association
L	Open Space/Stormwater Management	Association	Association