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DECLARATION OF COVENANTS,

CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

GROVE AT THE HARVEST DISTRICT

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THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE GROVE AT THE HARVEST DISTRICT Declaration") is made as of the 20th day of September, 2024, by NEW HORIZONS INVESTMENTS, LLC, a Florida limited liability company, whose address is 1010 Vineland Road, Winter Garden, Florida 34787 ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant, on the date hereof, owns all of the real property located in the Town of Oakland, Orange County, Florida, described in **Exhibit "A"** attached hereto and described herein as the "Property," subject to those dedications set forth on the Plat (as hereinafter defined) and other matters of record; and

WHEREAS, the Declarant intends to develop the Property into Grove at the Harvest District, a community of single-family homes with facilities and other amenities (the "Community"), subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants, conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or 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 the Property.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions. The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Additional Property" shall mean and refer to any real property which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as **Exhibit "B"** hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

C. "Association" shall mean and refer to GROVE AT THE HARVEST DISTRICT HOMEOWNERS' ASSOCIATION, INC. a Florida non-profit corporation, its successors and assigns.

D. "Board" shall mean the Board of Directors of the Association.

E. "Builder" means any person or entity approved by Declarant in writing that purchases more than one Lot for the purpose of constructing Residential Unit on such Lots for sale to third party purchasers.

F. "Bylaws" shall mean and refer to the Bylaws of the Association, as they may exist from time to time. Copies of the current Bylaws of the Association are attached as **Exhibit "C"** hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

G. "County" shall mean and refer to Orange County, Florida.

H. "Common Expenses" shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, easement areas and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, or otherwise, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

I. "Common Property" and/or "Common Area" shall mean and refer to those tracts of land, including open space, recreational tracts, drainage tracts and ponds, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association for the benefit of the Property, or are identified as property to be conveyed to or maintained by the Association, on a final plat or other document recorded by Declarant in the Public Records in which the Property is located. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by the Board, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. Common Property may be dedicated or conveyed to the Association by the Plat, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. The Common Property shall initially include those portions of the Property excluding all Lots and portions owned by, or over which easements have been granted to, governmental authorities or agencies, but including Tract A, Tract B, Tract C, Tract D, Tract E, Tract F, Tract G and Tract H of the Plat; the pond; the common mailbox area; all sidewalks in the Community not located on Lots; all sight, landscape and drainage easements located on the Lots; gates, fences and walls located on, under or through the Common Areas (including without limitation, the fence abutting commercial property adjacent to the Community and the access gate by which Owners may access such commercial property); the continuous living hedge between the four (4) existing houses fronting Oakland Avenue and the new homes in the Community, and the fence associated therewith, such fence being six (6) foot high and constructed of metal, iron and/or brick fence (no chain link or PVC fencing being permitted); and Association-owned personal property used in connection with the Community. Any such Common Property may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its reasonable discretion), to the extent permitted by applicable governmental authorities. The Association shall accept any dedication or conveyance of Common Property from the Declarant.

J. "Declarant" shall mean New Horizons Investments, LLC, a Florida limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights pass by operation of law.

K. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for the Community.

L. "Design Standards" or "Design Requirements" shall mean the Community Design Requirements, to be established and modified from time to time.

M. "Design Standards Committee" and/or "DSC" shall mean the committee established and described in Article 7 hereof.

N. "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

O. "District Permit" shall mean and refer to the Environmental Resource Permit or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 198844-1 dated February 1, 2024, as modified from time to time.

P. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking 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 a lender generally recognized in the community as an institutional lender. Institutional Lender shall also include any provider of acquisition and construction financing to Builders.

Q. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, entry features and other Common Property; and repair and all other such functions incidental to the services of the Association.

R. "Member" shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

S. "Owner" shall mean and refer to the owner (whether it be the Declarant, a Builder, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, or other real property (other than the Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

T. "Plat" shall mean and refer to the Plat of the Grove at Oakland, recorded in Plat Book 115 Page 144 of the Public Records of the County, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted, supplemented and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to make such modifications to any part of the Property owned by the Declarant as it deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

U. "Property" shall mean and include the real property described in **Exhibit "A"** attached hereto, and such additions thereto as are made by virtue of Section 2.02 hereof.

V. "Public Records" shall mean the Public Records of Orange County, Florida.

W. "Residential Lot" or "Lot" shall mean any parcel of land shown on the Plat upon which a Residential Unit is constructed or upon which a Residential Unit may be constructed, whether platted or intended to be platted in connection with the approved development plans for the Property, together with all improvements located thereon from time to time, References to Lot numbers refer to the Lot number set forth on the Plat.

X. "Residential Unit" shall mean and refer to any single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities.

Y. "Surface Water Management System" and/or "Stormwater Management System" means a system located on the Property which is designed, constructed and implemented pursuant to the District Permit to control discharges from the Property which are necessitated by rainfall events, 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 otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., and includes, without limitation, drainage Areas.

Z. "Vacation Rental Unit" means an attached or detached dwelling unit that is rented, leased or assigned for tenancies of less than twenty-eight (28) days duration.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION

Section 2.01 Property. The real property initially subject to this Declaration is the Property described in **Exhibit "A"**.

Section 2.02 Additional Property.

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Article 2 .

B. Any additions to the Property authorized under this Declaration shall be made by the filing in the Public Records, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property (a "Supplemental Declaration"). Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant deems necessary and as are not materially inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 Deletions from Property. Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing in the Public Records a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions. In addition, in no event shall Declarant make any Prohibited Deletions, without first obtaining the written consent of the Owners of the portion of the Property being deleted. "Prohibited Deletions" shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted here from by Declarant pursuant to this Section.

Section 2.04 Effect of Declaration. Each Owner, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 - THE ASSOCIATION

Section 3.01 Membership. Every Owner other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Lot shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership.

Section 3.02 Classes of Voting Membership. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants by the entirety or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same 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 select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 Notice and Quorum for Any Action Authorized Under This Declaration. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership entitled to vote on such matters shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Electronic voting methods may be utilized pursuant to the terms of the Bylaws.

ARTICLE 4 - FUNCTIONS OF THE ASSOCIATION

Section 4.01 Services. The Association shall own (to the extent such has been conveyed to the Association, at the Declarants sole discretion), govern, operate, control, manage and maintain the Common Property, pursuant to the terms and provisions of this Declaration, the Articles and Bylaws. The Association shall pay all real property ad valorem taxes and all governmental liens assessed against the Common Property. The Association shall further have the responsibility to hire personnel and to maintain, repair, and replace the Common Property, including, without limitation, the recreational equipment (if any), the Community sign, and drainage structures, all at the expense of the Association. The Association, acting through the Board, may provide (or may cause to be provided) the following services:

A. Maintenance, operation, management, repair, cleaning, replacement and management of the Association Landscape Area and the Common Property, including without limitation, all improvements thereon, if any, in accordance with the provisions of this Declaration.

B. Preserve and enhance the natural beauty of the Community and the properties of the Members of this Association.

C. Promote the health, safety and social welfare of the Owners, their guests and invitees and enforce the provisions of this Declaration.

D. Control the specifications, architecture and design appearance of the Community, including but not limited to, elevation and location of, and landscaping around, all improvements of any type, including: walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed on or permitted to remain in the Community, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated architectural design within the Community.

E. In addition to the maintenance herein provided, the Association may provide maintenance upon any portion of the Property (including any Lot) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because said property is being maintained in a sub-standard manner or otherwise violates any of the covenants and restrictions contained herein or the Design Standards. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks, Docks and other exterior improvements. As provided in Section 6.04, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.04) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property and an obligation of the Owner and shall become immediately due and payable in all respects, together with third party management fees (if any), attorneys' fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

F. Ensure compliance with all permits issued by any governmental authority for the development of the Community and to maintain all permits for the operation of the Community, of whatever nature, as required by governmental entities having jurisdiction over the Community.

G. Entering into agreements with service providers for the furnishing to all Lots and to all other appropriate locations on the Property of cable or similar services for television, radio, internet services (including Wi-Fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

H. Constructing improvements on the Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

I. At the sole option and discretion of the Board, employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property.

J. In addition to maintenance herein provided, the Association may, in the discretion of its Board, assume the maintenance responsibilities of a Member. In such event, all costs of such maintenance shall be assessed only against the Member to which the services are provided. This assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of services provided is not consistent with the Design Standards of the Property.

K. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and for carrying out the Association's maintenance obligations with respect to the Common Property. It is also contemplated that the Board may (but shall not be required to) enter into (i) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (ii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses, including but not limited to any management fee charged by a third party.

L. Maintain, repair and replace the sidewalks within the Common Property, and to maintain, operate and replace any lights located or to be installed by the Declarant on the Common Property, walls, fences or gates. The Association shall be responsible for all utility expenses related to the Common Property. Owners shall be permitted to install lights on walls at the entrance to driveways, subject to approval by the DSC, and shall be responsible for the expenses related to such installation including utilities. The Association shall have no responsibilities or obligations with regard to any County-owned or controlled streets or sidewalks.

M. Maintain, repair and replace the walls, columns, and fences erected by Declarant to the extent same is not required by a Lot Owner pursuant to this Declaration. Association shall be responsible for maintenance of all wall caps and the exterior sides of such walls, columns, and fences that are Common Property, which shall consist of inspecting, cleaning, painting, periodic resurfacing, and maintenance of the wall caps and the exterior sides of such walls, columns, or fences.

N. At the sole discretion of the Board, adopting, instituting and amending from time to time policies and procedures governing the collection of trash and garbage at the Property. In the event the Board adopts any such policy or procedure, the Board may also impose requirements concerning the manner in which trash is contained, stored and collected, the timing for the removal of empty trash containers from the curb, and similar matters. In that regard, the Board may require (without limitation) that: (a) all household trash, garbage, and other waste at all times be kept in sanitary containers which are covered, locked or closed to prevent access by scavenging animals, (b) except during pickup (when required to be placed at the curb), all containers shall be kept within an enclosed garage or otherwise stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot, (c) no empty trash, garbage and other waste receptacles shall be allowed to remain at the curb or on the street beyond the end of the day of pickup, (d) any Owner's trash, garbage or waste which is spilled or which is removed from its container(s) by animals shall be promptly cleaned up by the Owner, and (e) such other requirements as the Board may deem necessary or appropriate. Any policies adopted by the Board pursuant to this subsection shall supersede any inconsistent provision of the Declaration.

Section 4.02 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 Conveyance by Association. Subject to the provisions hereof and applicable law, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant's reasonable discretion.

Section 4.04 Security. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association and Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any person employed or engaged by the Association shall provide security services or prevent unauthorized persons from entering upon the Property (unless specifically employed or engaged for those purposes). Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties.

ARTICLE 5 - EASEMENTS

Section 5.01 Appurtenant Easements. Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees.

Section 5.02 Utility Easements. Declarant reserves for itself, and grants to Builder, the right to grant to any private company and/or to any public or private utility or governmental authority providing utility and other services

to the Property, perpetual easements upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing and operating 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, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electro-magnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant deem 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 the Property.

Section 5.03 Declarant Easements. Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to such other persons as Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon. Declarant hereby further reserves to itself, its successors and assigns, and grants to Builders and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof and Builder's development of any Lot; provided, however, that any such construction, location, installation, repair, replacement, operation or development by Declarant or Builders shall not be permitted in, on, under or across Residential Units or pools, and Declarant or Builders (as applicable) shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

Section 5.04 Wall Easement. Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement over, across and through any portion of the Property or any Additional Property hereafter platted which contains a wall or fence, for the purpose of inspecting, cleaning, painting, maintaining or replacing any wall or fence along the perimeter boundary of the Property, Common Property or any Lot.

Section 5.05 Landscape Easement. Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement over, across and through any portion of the Property or any Additional Property hereafter platted for purposes of installing, repairing, maintaining and replacing landscaping or irrigation on the Common Property. The Association shall be responsible for the grooming trimming and maintenance of the landscaping located on the Common Property. All irrigation for the Common Property will be on a common meter maintained by the Association.

Section 5.06 Service Easements. Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.07 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drain ways for surface water wherever within the Property and whenever such action may appear to the Declarant, the Association, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with the District Permit,

as such permit is amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, grading of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Lot may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.08 Right of Entry. The Association shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions, including the Design Standards, contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5.09 Easements of Encroachment. Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot and such portion or portions of the Common Property and/or Lots adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, 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, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three (3) feet shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon, and are approved by the Declarant or the Board.

Section 5.10 Natural Gas Easements. Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a natural gas system to serve the Property. In connection with the installation, maintenance and operation of such system, if applicable, Declarant reserves access, installation and service easements over, across and under the Common Property and such other portions of the Property (including Lots) as is necessary to provide such natural gas service to all Owners; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Lots.

Section 5.11 Easements to Association. Declarant hereby grants the Association such perpetual, nonexclusive rights and easements of temporary access and temporary encroachment (at a reasonable time and in a reasonable manner) over, under, on, upon, through and across the Property, including without limitation, the Common Areas and Lots as is reasonably necessary for the Association to exercise the rights granted to, and perform the duties and obligations imposed upon the Association by the Declaration, including, without limitation: (i) a perpetual, nonexclusive easement for drainage over the Surface Water Management System; (ii) a perpetual, nonexclusive easement of access to the Surface Water Management System (and portions of the Property adjacent thereto) to operate, manage, maintain, repair and/or replace any portion of the Surface Water Management System and/or comply with the District Permit; (iii) a perpetual, nonexclusive easement of access to perform on the Association's behalf any maintenance, operation, management, repair, replacement and/or reconstruction of the Surface Water Management System that has been delegated to the Association pursuant to terms of this Declaration; and (iv) a perpetual, nonexclusive easement of access to perform any actions to maintain compliance with the SWFWMD Permit, this Declaration and the Design Standards.

Section 5.12 Extent of Easements. The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized herein and, in aid thereof, to mortgage said Property; but only with the approval of the Board, the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which approval may be withheld in the Board's, or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305(3) as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property 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 of such purposes or conditions shall be effective unless the same shall be authorized by the Board, the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.13 Discharge into Water Bodies. So long as Declarant owns any portion of the Property, nothing other than stormwater and irrigation waters may be discharged into any canal or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by the Declarant's reasonable discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Design Review Board as herein below established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's reasonable discretion, as the case may be.

Section 5.14 Signage Easement. The Declarant hereby grants to the Association a perpetual exclusive easement for the installation, maintenance, repair or replacement of signage over the portion of the Community for a community sign shown as the signage area on **Exhibit "D"**.

ARTICLE 6 - ASSESSMENTS

Section 6.01 Creation of the Lien; Personal Obligations of Assessments. The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as herein provided (including but not limited to assessments payable to the Association); provided, however, the Declarant shall not be obligated to pay any assessments for so long as the Declarant guarantees the Deficiency (as defined below). The Declarant guarantees the Deficiency until the earlier to occur of either (a) Turnover; or (b) the Declarant provides notice of Declarant's decision to discontinue Declarant's guaranty of the Deficiency to the Association prior to the expiration of the prior guaranty period (for example, by including such a notation in the Association's budget). The guaranty amounts do not include any Initial Assessment for new members, which shall be payable as provided elsewhere in this Declaration. Notwithstanding any provision of this Declaration to the contrary, during the guaranty period(s), Declarant shall be excused from payment of assessments for Lots and/or proposed Lots that they own, and instead, Declarant shall pay that portion of the Common Expenses actually incurred which exceeds the amounts assessed against other Owners and other Association revenues (the "Deficiency"). The Declarant's obligation to pay the Deficiency shall not include any obligation to pay Initial Assessment for new members. If the guaranteed annual assessments amount set forth above does not initially

include the cost of "communications services," as defined in Section 202.11, Florida Statutes, information services, internet services or electronic monitoring services obtained pursuant to bulk contract(s), and the Association subsequently enters into one (1) or more of such bulk contract(s), then the guaranteed assessments for each Lot shall increase to reflect any of such additional costs. Following the expiration of Declarant's guaranty, the Declarant shall pay assessments applicable to its respective ownership in the Lots, as described herein.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other authorized representative of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.02 Annual Assessments. Subject to Section 6.06, the Association shall levy against the Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement, replacement and operation of the Common Property and to perform all obligations and services which the Association is authorized or required to provide including, but not limited to, the cost of surface water maintenance, security, Common Property lighting, signage, the payment of taxes and insurance premiums, construction, repair or replacement of improvements to Common Property, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data transmission service which is uniformly provided to all Lots, without separate charge to the recipient, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, and (d) such other items as the Board may deem appropriate.

Section 6.03 Special Assessments. In addition to the annual assessments authorized by Section 6.02 hereof and subject to Section 6.06 and the provisions of Section 720.315 *Florida Statutes*, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Except for Lots owned by the Association, which shall be exempt from same, each Lot shall be responsible for an equal pro rata share of the special assessment. Notwithstanding any provision of this Declaration to the contrary, as long as Declarant owns at least two (2) Lots in the Property, no Special Assessment shall be authorized without Declarant's prior written approval.

Section 6.04 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot assessment for:

A. costs and expenses incurred by the Association in bringing a particular Owner or Owner's particular Lot into compliance with the provisions of this Declaration and the Design Standards, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

B. costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Owner;

C. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot; and

D. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.04, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.04.

Section 6.05 Annual Assessment Budget. The initial budget prepared by the Declarant is adopted as the budget for the period of operation of the Association until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association as set forth in this Declaration. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED IN THE INITIAL BUDGET.

Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves, if applicable) of the Association for the upcoming fiscal year. Each Lot, with the exception of Lots owned by the Declarant or the Association, shall be responsible for an equal pro rata share of the annual assessment. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Lot's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.06 Date of Commencement of Annual Assessments; Due Dates. Each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration, shall be liable for its pro rata share of all assessments, except for (i) any Lots owned by Declarant during the time period Declarant has guaranteed payment of the Deficiency and (ii) any Lots owned by the Association. The annual assessments provided for herein shall be due and payable in advance in equal monthly installments on the first day of each calendar month, or such other period as may be approved by the Association. If, as to a particular Lot, any annual assessments are to commence at the time of the closing of the conveyance of such Lot, then (i) the pro-rata portion of the quarterly (or other periodic) installment of the annual assessment shall be collected from the buyer of such Lot and shall be remitted to the Association. The Board shall have the right to convert monthly billing to quarterly billing at its sole discretion.

Section 6.07 Initial Assessment for New Members. At each closing of the sale of each Lot whether from the Declarant, Builder, Association or other Owner to a third party, the purchaser thereof shall pay an initial assessment to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as to pay operating or any other expenses of the Association. The Initial Assessment for each sale of a Lot shall be established by approval of a majority of the Board without a vote of the Members, which amount may thereafter be increased, but not decreased, by the Association from time to time, and shall apply uniformly to each and every sale of all Lots. Any Lots which may be reacquired by the Declarant shall be exempt from the Initial Assessment.

Section 6.08 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually.

The Board may fix the annual assessment at an amount not in excess of the maximum annual assessment in accordance with this Section 6.10.

Section 6.09 Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association. If assessments are not paid on the dates due (being the dates specified in this Article 6) then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments among the public records of the county in which the Property is located, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than fifty and No/100 Dollars ($50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.10 Subordination of the Lien to Mortgages; Mortgagees' Rights. The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot or Residential Unit; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot or Residential Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) Lots owned by the Association; (c) property which is used in the Surface Water Management System (excluding, however, any Lots); (d) Lots owned by Declarant for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.03 above. Prior to Turnover, in no event shall Declarant be subject to assessments for reserves or special assessments, nor shall Declarant have any obligation to deficit fund reserves.

Section 6.12 Collection of Assessments. Assessments allocated to any Lot shall be billed and collected by the Association. Each Owner shall be liable for the payment of all assessments levied against such Owner by the Association, together with its costs of collection and reasonable attorney's fees.

Section 6.13 Multi-Media Services. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, or other services ("Multi-Media Services") for the provision of Multi-Media Services to the Community and all Lots included therein. If such agreement is established, the fees for the Multi-Media Services payable to the multi-media service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize any one or all of the Multi-Media Services. If Declarant executes any such agreement for Multi-Media Services, Declarant shall be entitled to retain for its sole benefit any marketing fees, door fees, or other consideration payable by the provider to Declarant and neither the Lot Owner nor the Association shall have any claim to such payments.

ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE MULTI-MEDIA SERVICES SERVING THE COMMUNITY FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH LOT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH LOT ELECT TO RECEIVE THE MULTI-MEDIA SERVICES.

Section 6.14 Reserves.

A. Reserves for Capital Expenditures and Deferred Maintenance. Each annual budget shall include sums to be collected and maintained as reserves to be used for capital expenditures and deferred maintenance. These accounts shall include, but not limited to Community walls, fences, gates, lighting, landscaping and recreational equipment. The amount to be reserved shall be computed by the Board by means of a formula based upon the number of Lots, transferred to non-affiliates of Declarant, and the estimated life and estimated replacement cost of each reserve item for such Lots. Such reserves may be waived or reduced for a fiscal year by the affirmative vote of at least one-half (1/2) of the Voting Interests of the Association at a duly called meeting of the Association. If such a meeting shall have been called and the necessary vote for waiver or reduction shall not have been attained or a quorum shall not have been obtained, the reserves as set forth in the budget shall go into effect.

B. General Operating Reserve. Each annual budget may include a sum to be collected and maintained as a general operating reserve, which sum may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Owners or as a result of emergencies or to pay other costs or expenses placing financial stress upon the Association. The amount to be allocated to such operating reserve and collected therefor shall not exceed ten percent (10%) of the current annual assessment levied against all of the Owners. Upon accrual in the operating reserve of a sum equal to thirty percent (30%) of the current annual assessment, no further payments shall be collected, unless such operating reserve shall be reduced below the thirty percent (30%) level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore the operating reserve to thirty percent (30%) of the current annual assessment.

ARTICLE 7 DESIGN/LANDSCAPE CONTROL

Section 7.01 Design Standards Committee. No landscaping, building, fence, walk or any other structure shall be commenced, erected, repaired or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Design Standards Committee, sometimes referred to in this Declaration as the "Committee", of the Association, pursuant this Declaration and the Design Standards.

Section 7.02 Establishment of Design Standards Committee. There is hereby established a Design Standards Committee, or DSC. The DSC shall consist of three (3) or more persons designated by Declarant. At such time as Declarant no longer owns any real property within the Property (or earlier at Declarant's option), Declarant shall assign to the Association the rights, powers, duties and obligations of the DSC, whereupon the Board shall appoint the members of the DSC and shall provide for the terms of the members of the DSC. All members of the DSC appointed by the Board shall be Owners. A majority of the DSC may take any action of the DSC and may designate a representative to act for it. In the event of death, disability or resignation of any member of the DSC, a successor shall be designated as provided in this Section. The members of the Committee may receive compensation for services rendered as determined by the Board, in addition to reimbursement for expenses incurred by them in the performance of their duties hereunder. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of waivers pursuant to this Section.

Section 7.03 Duties and Functions of DSC. The duties, powers and responsibilities of the DSC shall be as follows:

A. The DSC shall have the right of specific approval or veto of all architectural, design, engineering, platting, planning, drainage and landscaping aspects of any improvement or development erected or maintained on any of the Property or Additional Property, provided, however, that the DSC shall not have the right of approval or veto for any architectural, design, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development erected or maintained on any the Property or Additional Property by or on behalf of Declarant. The DSC shall ensure compliance of any and all improvements or developments with the Design Standard and the Declaration. There shall be an administrative fee of up to one thousand dollars ($1,000) charged for any review of plans for any improvements or other actions which require approval pursuant to this Declaration or the Design Standards.

B. No landscaping within the Association Landscape Area shall be installed or removed, nor shall any building, wall, fence, walk, pool, enclosure or addition to a house or other structure be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing, by the DSC. In approving or disapproving plans, the DSC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the DSC shall fail to specifically approve or disapprove the plans submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval, such plans shall be deemed approved. This Section shall not apply to the Declarant or the Association.

C. There is specifically reserved unto the DSC, the right of entry and inspection upon any Lot for the purpose of determination by the DSC as to whether there exists any construction of any improvement which violates the terms of any approval by the DSC, the Design Standards, the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

D. Each of the Declarant and the DSC has the right, but not the obligation, to grant waivers for minor deviations and infractions of the Design Standards either through the Rules and Regulations of the Community or on an individualized basis. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or DSC's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or DSC the duty to grant new or additional requests for such waivers.

E. The Association, Declarant, DSC or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or DSC or any officer, employee, director, shareholder, partner or member thereof.

F. If the DSC approves any improvement or other item pursuant to this Section 7 (the "Approved Improvement"), the Owner may also be required by the County or other applicable governmental agencies to obtain additional permits and comply with applicable code provisions in connection with such Approved Improvement.

G. The DSC shall also have the right to determine from time to time the use that each Lot, other parcels of the Property may be subject to, and may prohibit or restrict a particular use notwithstanding that such use may be permitted by any applicable zoning law, ordinance, rule or regulation.

Section 7.04 Time Limitation on Construction. Any action approved by the DSC pursuant to this Section shall commence within one (1) year of such approval date and shall be completed within one (1) year of commencement. Any repairs which are required due to destruction shall be required to be commenced six (6) months of the date of destruction. The DSC reserves the right to grant two six (6) month extensions to the deadlines provided in this Section and any additional extensions must be approved by the Board. Notwithstanding any other provision to the contrary, the Association shall impose a fine of FIVE HUNDRED AND NO/DOLLARS ($500.00) per day for a continuing violation, up to a maximum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) against any Owner who fails to comply with the provisions of this Section 7.04. Fines imposed by this Section 7.04 may become a lien against the Owner's Lot.

ARTICLE 8 - ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 Compliance by Owners; Initial Rules and Regulations. Every Owner and other occupant of a Lot shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board from time to time. The Association shall be and is responsible and obligated to perform the duties and to enforce the terms, conditions, covenants, restrictions, easements and provisions in this Declaration. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant, including any of their affiliates, contractors or subcontractors, shall be exempt from these Rules and Regulations or any DSC consent or approval required pursuant to this Section or anywhere else in this Declaration.

A. Use Restrictions. Except as otherwise provided herein or approved by Declarant, all Residential Lots and Residential Units shall be used for residential purposes only. Residential purposes shall include non-vacation rental occupancy by owners, renters, or guests. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant so long as the Declarant owns any portion of the Property. Any violation of the foregoing rule against use of any Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to $1,000.00 per day from and after the 10th day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant, and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant.

B. Business. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Residential Unit. At such time as the Declarant no longer owns any portion of the Property, such approval shall be granted or withheld by the Association in the sole and absolute discretion of the Board. The use of any Residential Unit(s) for occupancy by owners, non-vacation rental users, or guests shall not be deemed to involve manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever and the same shall be a permitted use.

C. Leases. Prior to leasing a Residential Unit, the Owner thereof shall notify the Association in writing that the Owner intends to lease the Residential Unit and shall provide the Association with a copy of the lease prior to execution. If an Owner intending to lease or rent the Owner's Residential Unit is delinquent in the payment of any Assessments, the Association shall be entitled to refuse to allow the Owner to rent or lease such Owner's Residential Unit until such delinquency is made current. Upon execution of such a lease, the Owner shall provide the Association with an executed copy of the lease. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease or sub-lease be used by all Owners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. No lease shall be for a period of less than twenty-eight (28) days in duration. Declarant shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of Declarant for so long as Declarant owns any portion of the Property. In the event that an Owner is delinquent in the payment of Owner's Assessments or other sums due and owing to the Association, the Residential Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Residential Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Residential Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Residential Unit

according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Residential Unit, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Residential Unit. In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Residential Unit of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act. ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

D. Building Height Restrictions. No building or structure for any purpose shall be erected, placed or permitted which shall exceed two stories over parking in height and shall otherwise comply with the County building height restrictions and any applicable permits.

E. Maintenance by Owner. The responsibility of each Owner to keep Owner's Lot in compliance with the Design Standards, as amended from time to time, and this Declaration shall be as follows:

i. To maintain, protect repair, replace and maintain in good repair, at Owner's own cost and expense, all portions of the Owner's Lot together with all improvements and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association. Such maintenance, protection, repair and replacement shall be done in accordance with the Design Standards and without disturbing the rights of the other Owners;

ii. Not to modify or change the appearance or design of any portion of the exterior of any improvements or Residential Unit without the prior written approval of the DSC; and

iii. To report promptly to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible.

F. Common Property. Common Property 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.

G. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property (except in enclosed garages with the garage door to remain closed at all times; provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary construction and sales models and such other temporary facilities by Declarant as are essential to the development, construction and sale of Residential Lots, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto). No platform, doghouse, playhouse or similar structure shall be constructed in any part of the Property without the Committee's prior written approval.

H. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish or trash shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot. All containers shall conform to such specifications as the Association may from time to time adopt.

I. Alterations. No improvement shall be altered or constructed in or removed from the Property except upon the written consent of the Committee. The exterior color of all improvements shall remain the colors initially established by the Declarant, unless approved by the Committee.

J. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) other than the installation of same in conjunction with the original construction of Residential Units and/or original construction of other original improvements to be constructed within the Property, no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and (ii) no property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Residential Units or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

K. Nuisance. Nothing shall be done on the Property which is illegal or which may be or may become an annoyance or nuisance, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final. Provided, however, that the Declarant may, and may permit builders and contractors on Lots to, conduct activities in connection with its initial development of the Property that may be considered nuisance activities as a result of noise, dust, debris and other factors, and nothing contained herein shall prohibit or restrict activities of Developer (or such builders and contractors authorized by Declarant) in connection with the initial development of any portion of the Property.

L. Insurance Rates. Nothing shall be done or kept within any Lot or Common Property which will increase the rate of insurance on any properties insured by the Association without the approval of the Board, nor shall anything be done or kept within any portion of the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law. In the event that an Owner does anything to increase the rate of insurance, said Owner shall be responsible for payment to the Association of the increased amount as an individual assessment in accordance with the terms hereof.

M. Weeds and Underbrush: All Lots shall be landscaped in accordance with the Design Standards. No grass, weeds, underbrush or other unsightly growths shall be permitted on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. In the event an Owner shall fail or refuse to comply with the foregoing, then the Association or the Declarant may enter upon said Lot and remediate the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given thirty (30) days prior written notice of such action. In such event, the rights of the Association or the Declarant, as applicable, set forth in this Declaration shall apply. Notwithstanding any provision herein to the contrary, prior to any Owner's removal or substantial pruning of any tree within a Lot or Common Area, such Owner shall be required to obtain authorization from the DSC and the County approving such removal or substantial pruning.

N. Vehicle Parking. The parking of any vehicle on any street within the Property is prohibited during the hours of 11 p.m. to 7 a.m. Parking shall be permitted within driveways and garages on Lots, and within the public right of ways in the Community during the hours of 7 a.m. through 11 p.m., provided, however, no large commercial type vehicles or trailers (for example, dump trucks, cement mixer trucks, panel trucks, food trucks, oil or gas truck or delivery truck), or self-propelled motorhomes shall be parked within any Lot unless parked within a closed garage. No vehicle or trailer of any kind may be disassembled, serviced or repaired (except in an emergency) on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. Vehicles of Declarant, any contractor, subcontractor, supplier, consultant, employee or invitee of Declarant shall be exempt from the foregoing parking restrictions.

O. Watercraft Parking. The parking of any vessel, other watercraft or trailers used for any vessel of watercraft on any street or Common Property within the Property is prohibited. Parking of any vessel, other watercraft or trailers used for any vessel of watercraft shall be prohibited.

P. Clothes Drying Area. No exterior portion of the Property shall be used as a drying or hanging area for laundry of any kind.

Q. Antennas; Solar Panels. Subject to applicable law, there shall be no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals. No solar heating equipment or devices (including solar heating panels) 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 Architectural Review Board 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 design standards); and (ii) the equipment or device complies to the maximum extent feasible with the Architectural Review Board's requirements.

R. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property and specifically permitted in writing by the DSC.

S. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the DSC.

T. Animals. Except for domesticated household pets, including without limitation, dogs, cats, fish and other small animals which may be kept and maintained on the Property, no other reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Animals permitted by this Section may only be so kept and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than three (3) dogs and/or cats kept, raised or maintained on any Lot and/or within any Residential Unit shall prima facia be considered unreasonable. All animals must be on a leash or in a cage or pet friendly container while on the Property. Any person walking or keeping an animal within the Property shall not allow such animal to trespass on any other Owner's Lot and shall remove and properly dispose of any animal waste deposited on any portion of the Property. No unattended animal shall be permitted on the Property outside of a Residential Unit, fence or other enclosed area on any Lot at any time. If the health, safety or well-being of an Owner, guest or invitee is compromised by the presence of an animal, the owner or its keeper will be asked to remove it. Animal owners shall comply with all local ordinances regarding the pets or animals. Animal owners are responsible for all actions of and damage caused by their animal. Cleanup and/or repair caused by any animal shall be commenced immediately. Any animal causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property, subject to the complaints received by the Board in writing by two or more Owners. Any animal considered to be vicious, intimidating, or uncontrollable can be removed by a majority vote of the Board following a hearing with the pet or animal owner. This policy is not meant to restrict in any way the use of a service animal or emotional support animal in any manner not permitted under applicable law.

U. Division of Lands; Prohibition Against Timesharing. No Lot shall be subdivided or its boundary lines changed except by Declarant as to the Lots owned by Declarant or by any Owner with the prior written approval of the Board, and so long as the Developer owns any Lots, the Developer. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations and this Declaration. No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Residential Unit or other Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

V. Maintenance of Driveways. All Residential Units shall have a driveway consistent with the appearance outlined in the Design Standards and shall be maintained in good repair and kept in a neat and clean condition, free of weeds, refuse and debris. Unless approval is obtained from the Committee, an Owner may not change materials used in driveway construction.

W. Maintenance of Certain Improvements on Lots or Adjoining Areas. All sidewalks, irrigation systems, landscaping and landscape lighting located on Lots (including, but not limited to, those portions located on any public roadway adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the respective Owners of the Lots. Maintenance of the sidewalk by the Owner shall consist of pressure-washing and/or sweeping as needed to keep the same in a safe and reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the DSC, in the manner in which it was installed, pursuant to plans approved by the DSC, with all power consumption paid by the Owner. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all water consumption paid by Owner. The Association may install a common meter for irrigation and/or lighting of the Common Property which will be paid for as a Common Expense. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Owner shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No more than four (4) trees may be planted by any Owner on a Lot, Homeowner must obtain Architectural Review Board approval to plant any trees, and no trees may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Owner shall repair or replace same as needed to maintain their full functionality, all at the Owner's sole cost and expense. Notwithstanding the foregoing, if the need for any maintenance or repair is caused solely by the activities of the Association or its agents, employees or contractors, then in such event the Association shall perform such maintenance or repair. Additionally, the Association shall be solely responsible for sidewalk repairs on Common Property unless the need for such repairs is caused by the activities of the Owner or its agents, contractors, guests, licensees or invitees, in which event the Owner shall perform such repairs.

Notwithstanding anything in this Declaration to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to maintain one or more of the following improvements, to wit: sidewalks, landscape lighting, irrigation and/or landscaping on Lots or specified groups of Lots, including, but not limited to, mowing, edging, and fertilization of the grass, trees and shrubs on Lots. The Association shall further have the option of electing to maintain only certain types of plantings (such as, but not limited to, turf only) within landscaped areas, thereby requiring the Owners to maintain the remainder of the landscaped areas on their respective Lots. In the event the Association elects to maintain any of the foregoing improvements, the Association shall do so in a reasonably prudent manner, and may either (i) assess the cost of such maintenance as an annual assessment against all Owners if the maintenance is being performed with respect to all Lots, or (ii) assess the cost of such maintenance against the affected Owners as individual assessments pursuant to Section 6.04 if the maintenance is being performed with respect to less than all Lots. At any time after its assumption of any maintenance of the foregoing improvements, the Association, in its sole and absolute discretion, may elect to terminate any such services, thereby reinstating immediately the obligation of the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken.

If the Association has elected to maintain any of the foregoing improvements, the Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including but not limited to dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole result of the Association's failure to properly maintain the same. In all other instances, including, without limitation, damage or destruction caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control, the Owner shall be responsible for the repair or replacement of such improvements. If an Owner fails to perform repairs or replacements as provided herein, and the Association elects to do so, any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment as set forth in Section 6.04 hereof.

No Owner or any other party may change any grass or landscaping on any Lot or install any additional grass or landscaping on any Lot (except to replace dead or dying grass or landscaping) without DSC approval. The foregoing restriction shall not apply to Declarant, who may modify grass and landscaping on its Lots at any time without DSC approval. If an Owner seeks and obtains the approval of the DSC to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense.

X. Walls, Fences and Gates. All interior sides of walls, columns, or fences erected by Declarant located on Lots (including, but not limited to, those portions located on any roadway adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the respective Owners of the Lots. Maintenance of the interior sides of walls, columns, or fences shall consist of inspecting, cleaning, painting, periodic resurfacing, and maintenance of the interior sides of such walls, columns, or fences. No fences of any kind shall be permitted, except for fences installed by the Declarant or as may otherwise be approved in writing by the DSC. Notwithstanding the foregoing, if the need for any maintenance or repair is caused solely by the activities of the Association or its agents, employees or contractors, then in such event the Association shall perform such maintenance or repair.

Y. Air Conditioners. No window or wall-mounted air conditioning units shall be permitted on the Property. All external air conditioning equipment shall be in a location approved by the DSC.

Z. Signage. No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property, including the interior of a Residential Unit, without the prior written approval of the DSC, and if approved by DSC such sign, billboard or advertising must comply with the ordinance of the County; provided, however, one "for-sale" sign or one "owner's-name" sign, shall be permitted but such sign shall not exceed two square feet in area. Notwithstanding the foregoing provisions, the Declarant specifically reserves to itself and to the agents, employees, nominees and assigns of Declarant the right, privilege and easement to construct, place and maintain upon the Property such signs as Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property, and same shall not be subject to any of the foregoing restrictions. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

i. Security Sign Display. Any Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the Home. The Association may promulgate Rules and Regulations in furtherance of this Section; provided, however, that no such rules or regulations will inhibit the rights of a Member pursuant to Section 720.304(6) of the Act.

ii. Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 8.01(V), and as such shall each be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this Section 8.01(V) pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

AA. Flags. Any Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

BB. Lighting. No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of fixtures and without the approval of the DSC.

CC. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales (if any) or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots which

are subject to any drainage easement shall be required to maintain the surface of the easement area on the Lot (including but not limited to the mowing of turf therein) and keep the surface of the easement area free from obstructions, so as to facilitate the drainage of stormwater in accordance with the Surface Water Management System approved by applicable governmental authorities. If any Owner shall fail to comply with such requirements, the Association shall be entitled to cure such violation and levy an individual assessment against the Owner to recover the cost of such maintenance and the costs of collection thereof.

DD. District Restrictions and Concerns. Declarant has been issued the District Permit for the purpose of complying with governmental conditions for the development of The Properties. Pursuant to the District Permit, the wetland areas, upland buffer zones and/or upland preservation areas within the Common Properties have been dedicated as conservation and common areas, the perpetual responsibility of which shall be with the Association and may in no way be altered from their natural or permitted state unless permitted by the District Permit. At such time as Declarant turns control of the Association to Owners, the Association shall maintain the District Permit free from default. Neither the Surface Water Management System, drainage system, drainage swales, nor any other the environmental areas over which District has jurisdiction shall be modified by any Owner unless such modification has been previously submitted to and approved by District or other competent regulatory authority.

EE. Wells and Septic Tanks. No wells for any purpose shall be permitted on the Property. No individual sewage disposal system shall be permitted on any portion of the Community unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the DSC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the DSC and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except as permitted by the DSC in conjunction with temporary use.

FF. Swimming Pools. In-ground swimming pools may be constructed or installed subject to prior written approval by the DSC. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed in accordance with the prior approval by the DSC.

GG. Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the DSC in accordance with the DSC Guidelines. No hurricane or storm shutters shall be installed by an Owner unless the same are of a type and color approved by the DSC. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather. Any storm shutters shall be removed within fourteen (14) days following any severe weather event.

HH. Garage Sales. No Lot Owner shall be permitted to hold more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Neighborhood. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale, and such sale shall be in compliance with all governing laws.

II. Use of Common Property. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Areas and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Areas by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all Lot Owners and third parties utilizing the Common Areas shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Areas and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Areas for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the

Common Areas and/or detract from the appearance of the Common Areas and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

i. Require that the Service Provider submit a written request for authorization to utilize the Common Areas, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant to adequately review and process same;

ii. Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;

iii. Require that improvements be installed below ground to the maximum extent practicable;

iv. Approve the location of any improvements;

v. Approve the size and composition of any above-ground improvements;

vi. Approve the plans and specifications for all improvements;

vii. Supervise construction, installation, repair and other activities;

viii. Establish appropriate times for such activities to be conducted;

ix. Require screening or landscaping around above-ground improvements;

x. Minimize interference with other uses of the Common Areas and Property;

xi. Impose safety, security and traffic control requirements;

xii. Establish and enforce reasonable rules and regulations;

xiii. Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

xiv. Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

JJ. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation, or of any similar breach or violation thereof at a later time or times.

KK. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

LL. ROOFS. ROOFS MUST BE FREE AND CLEAR OF MOLD, DIRT AND DEBRIS. HOMEOWNERS SHALL HAVE ROUTINE MAINTENANCE (INCLUDING PRESSURE WASHING) PERFORMED ON THEIR ROOFS EVERY FIVE (5) YEARS. THE HOA HAS THE RIGHT TO ASSESS ROOF CONDITION AND NOTIFY OWNER OF REQUIRED ACTIONS, AND OWNER WILL HAVE 30 DAYS TO ADDRESS THE ROOF CONDITION.

Section 8.02 Enforcement. Failure of any Owner to comply with any restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more fines (which may become a lien against the Lot or Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. Subject to the provisions of Florida Statutes, Section 720.305(3), as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants and restrictions for a period of time which is the longer of ninety (90) days or the duration of a continuing violation. The Declarant the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein. Unless otherwise provided, if an Owner fails to remedy any violation of these Rules and Regulations, as amended from time to time, within fifteen (15) days of receiving notice of such violation, the Association shall have the right to do so at the Owner's sole expense which shall be charged to the Owner as an individual assessment as set forth in Section 6.04 hereof

ARTICLE 9 – TURNOVER.

The Members of the Association other than the Declarant shall be entitled to elect a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Owners (excluding conveyances and/or transfers to Declarant or Builders, but specifically including transfers from the Developer or Builders to 3rd parties), unless otherwise required by law (the effective date of such transition of control being referred to as "Turnover"). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

ARTICLE 10 - INSURANCE AND CASUALTY LOSSES

Section 10.01 Insurance. The Board shall obtain blanket all-risk casualty insurance, if reas onably available, for all insurable 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. In addition to the foregoing, the Association shall be obligated to obtain directors' and officers' liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.01, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

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

The insurance obtained by the Association shall provide for thirty (30) day written notice to the Association prior to cancellation or modification of any insurance referred to therein.

Premiums for all insurance obtained by the Association 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 Section 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 which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Property 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 Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

E. The Association's Board shall be required to 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 Association's Board, its manager, Declarant, 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 manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, 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 Section, 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, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Residential Units, plus reserves on hand. 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 non-renewal.

Section 10.02 Individual Insurance.

A. Casualty Insurance. By virtue of taking title to any portion of the Property, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on such Owner's Residential Unit at full replacement value, with reasonable and customary deductibles and liability coverages as required by the Board. Upon request by the Association, an Owner shall, within 15 days of such request, provide the Association with a copy of a casualty insurance policy complying with the requirements of this Section. 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 the Owner's 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 and all costs of repair or reconstruction which are 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 Lot 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 Lot in a neat and attractive condition consistent with the standards of the Property. Such insurance obtained by any Owner shall, wherever available, state that the insurer waives its right of subrogation as to any claims against: (a) other Owners; (b) the Association; and (c) the respective servants, agents and guests of other Owners.

B. Liability Insurance. Each Owner shall be liable for injuries or damages resulting from an accident in the Owner's own Lot, to the same extent that a homeowner would be liable for an accident occurring within the Owner's house. Each Owner may, at Owner's own expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Lot. No Owner shall be liable personally for any damages caused by the Association in connection with the use of the Common Property. Such insurance obtained by any Owner shall, wherever available, state that the insurer waives its right of subrogation as to any claims against: (a) other Owners; (b) the Association; and (c) the respective servants, agents and guests of other Owners.

Section 10.03 Association's Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to meet the requirements of law.

Section 10.04 Fidelity Insurance. The Association shall maintain fidelity insurance covering all employees and officers of the Association.

Section 10.05 Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Area 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 shall 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 Section, means repairing or restoring the Property substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

Section 10.06 Disbursement of Proceeds. If the damage or destruction to the Common Area 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.

Section 10.07 Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, as determined by the Association, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Residential Units on the same basis as provided for annual assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 10.08 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner and mortgagee to adjust all claims arising under insurance policies purchased by the Association to insure the Common Properties and to execute and deliver releases upon the payment of claims.

Section 10.09 Named Insured. The named insured shall be the Association individually and as agent for Owners and their mortgagees covered by the policy, without naming them.

ARTICLE 11 - CONDEMNATION

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. 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 the 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 any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board 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 11 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 12 - DISTRICT REQUIREMENTS

The provisions of this Article are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System, perform all maintenance responsibilities for any wetland areas and/or upland buffers located, meet all conditions of the District Permit, and successfully conduct all remediation, mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through, and/or across the Property, at Association's sole cost and expense. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be permitted, or if modified, as approved in writing by the District. The Surface Water Management System, including any easements that may be components thereof, constitutes Common Area Property of the Association. The Association shall comply with the District Permit and all responsibilities assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association, and the DSC.

Section 12.02 Powers of the Association. The Association shall have all the powers set forth in Sections 617 and 720 of the Florida Statutes.

Section 12.03 Association Membership. All Owners of Lots within the Property are Members of the Association.

Section 12.04 Association Existence. The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Surface Water Management System is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 12.05 Maintenance and Ownership of the Surface Water Management System.

A. The Surface Water Management System within the Property, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system as part of the Annual Assessments. Assessments shall also be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

B. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

Section 12.06 Amendments. Any amendment proposed to these documents which would affect the Surface Water Management System within the Property, conservation tracts (which may be deeded to the district) or water management portions of the Common Areas beyond maintenance in its original condition, including water management portions of the Common Areas, must have the prior written approval of the District.

Section 12.07 Duration. All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter, unless a longer period is provided for elsewhere in this Declaration or by applicable law.

Section 12.08 Water Management District Permit. The District Permit and its conditions are attached hereto as. In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

Section 12.09 Enforcement by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System, including the right to (i) a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property under the responsibility or control of the Association, and (ii) at its option, if applicable, petition the Circuit Court as provided in Section 12.04 hereof.

Section 12.10 Additional Property. The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13 - GENERAL PROVISIONS

Section 13.01 Amendments by Members. Other than as set forth in this Section 13.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that two-thirds (2/3) of each class of Members vote in favor of the proposed amendment;. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment; the effective date of the amendment; the date of the meeting at which such amendment was adopted; the number of Members in attendance at the meeting; the number of Members voting in favor of the amendment; and the date that notice of such meeting was given to the Members. Such amendment shall be recorded in the Public Records. Notwithstanding anything in this Declaration to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 13.02 Amendments by Declarant. In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and (except as hereinafter expressly provided) without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations:

A. if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law or permit, including without limitation the District Permit;

B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Property;

C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any Property;

D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member or otherwise contravene Chapter 720, Florida Statutes.

Section 13.03 Declarant's Exemption. Declarant shall be exempt from all covenants, conditions and restrictions in this Declaration to the extent such covenants, conditions and restrictions interfere in any manner with the Declarant's plans for operation, construction, development, use, sale or other disposition of the Property. Declarant shall also have the right to grant temporary partial or full exemptions from the covenants, conditions and restrictions in this Declaration, including without limitation, the obligation to pay assessments, to bulk lot purchasers of vacant Lots during the time in which they are developing Lots.

Section 13.04 Declarant's Rights. Declarant hereby reserves to itself and declares, and the Association and any grantee of any Lot or other property within the Property hereby agrees, by acceptance of a deed of conveyance thereto, that Declarant shall have the following rights, without notice or approval (a) so long as Declarant owns any portion of the Property, including a portion of the Property, Lot or any Residential Unit as the result of any reconveyance from a third party to Declarant, or (b) until Declarant causes to be recorded a certificate of termination of interest in the Property (or unless expressly provided to the contrary herein) which certificate of termination of interest terminates any and all right, title, interest and obligation of Declarant in the Property:

A. The right of Declarant to grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees;

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant shall be entitled to use, or grant the use of, any unsold Lot as an aid in selling Lots or as a sales office, construction office, storage site or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant shall further have the right to transact on the Property any business to consummate the sale of Lots. Unless otherwise owned by third parties, all sales office and model furniture shall not be considered Association property but shall remain the property of Declarant;

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Areas, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property;

D. The right to vacate or withdraw any area of any portion of the Property, including Common Property, subject to this Declaration, provided that Declarant owns all property which is to be vacated or withdrawn from this Declaration. The invalidation or unenforceability of this right shall in no way affect the enforceability of the other covenants and restrictions contained in this Article, this Declaration or any supplemental declaration. Any such invalidation and unenforceability shall cause this reservation of right to be void;

E. The right to dispense pesticides throughout the Property;

F. The right to retain legal and equitable title to the Common Property or to sell, lease or otherwise convey all or any part of its interest in the Property and to demolish, alter or modify in whole or in part, any improvements on the Common Property;

G. The right to establish easements for itself and others over any portion of the Property;

H. Notwithstanding anything herein to the contrary Declarant shall have the right, with respect to the development of the Property, to construct buildings and Residential Units and other improvements and install lighting and landscaping of such type, nature, shape, height, color, materials and location as Declarant shall determine in its sole and absolute discretion; provided, however, that same shall comply with the applicable building codes and zoning laws in force at that time;

I. The right to unilaterally amend this Declaration or any other document affecting the Property subject to Section 13.02; and

J. The right to veto:

Any matter adversely affecting Declarant or its interests;

i. Construction of improvements approved by the Association;

ii. Any waiver of the provisions of this Declaration or any rule or regulation affecting the Property granted by the Association;

iii. Any or all Association budgets, annual or otherwise which constitute an increase or reduction of fifteen percent (15%) over the prior year's (or other applicable interval) budget;

iv. Approval of any plans or specifications for any structure made by the DSC;

v. Attempted resubdivision of the Property or any part thereof;

vi. Any attempted dissolution or termination of the Association;

vii. Attempted amendment of this Declaration, Articles, and By-Laws, or any supplementary declaration of protective covenants and restrictions;

viii. Any management contracts entered into by the Association or Board;

ix. The creation of any special assessments by the Association;

x. Any settlement of any claim made by Association to collect upon any policy of casualty insurance which insures the Common Property; and

xi. Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property.

Section 13.05 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 13.06 Communication. All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing and delivered to the President of the Association or to the Declarant's then current main address on file with the Association in order to be deemed effective.

Section 13.07 Conflicts. In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 13.08 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such 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 Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 13.09 Special Exceptions and Variations. Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 13.10 Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units, benefit units or similar taxing districts ("MSTUs"). The MSTUs will have such responsibilities as are defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSTU shall have the

right to foreclose said lien pursuant to the MSTU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU.

Section 13.11 Enforcement. 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 Member or 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 these covenants; and failure by the Association, Owner, Member, or the Declarant 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. In connection with the said enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trail, trial, appellate levels and post judgment levels.

Section 13.12 Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection 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 13.13 Interpretation. The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other 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 the interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 13.14 Authorized Action. All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this Declaration provide otherwise.

Section 13.15 Termination of Declaration; Disposition of Common Property. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Declarant owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall no longer hold a majority of the votes in the Association, subject to the requirements of Section 720.3075(5) Florida Statutes (2023), the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the District. Any amendment to this Declaration shall be executed by the Association and the Declarant, if applicable, and shall be recorded in the current public records of Orange County, Florida.

Section 13.16 Execution of Documents. The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the Association as the case may be, through its duly authorized representative, 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 Section shall recite that it is made pursuant to this Section.

Section 13.17 Declarant's Consent or Approval. Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 13.18 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 13.19 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 13.20 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 13.21 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 13.22 Fines. Notwithstanding the availability of other remedies set forth elsewhere in this Declaration, the Association shall also have the power to assess reasonable fines to enforce any of the provisions of this Declaration, the By-Laws, or rules and regulations promulgated in connection therewith, provided only that appropriate notice and right to appear be granted to any Owner subject to such fines as provided herein.

Section 13.23 Waivers, Exceptions and Variances by Declarant and Association. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, variance, violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, variance, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (y) the expiration of a period of twenty (20) years from the date of the recordation of this Declaration among the Public Records or (z) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot. In addition, to

the extent that any such waiver, exception or variance is granted, the Owner shall be responsible for complying with all applicable County code provisions in connection with such waiver, exception or variance.

Section 13.24 Disclaimer as to Water Bodies. NEITHER THE DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY BAY, BASIN, POND, CANAL, CREEK, MARSH STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, CROCODILES, POISONOUS SNAKES, BEARS, RACCONS, IGUANAS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A 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 AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT WATER BASIN BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS GUESTS OR OTHER INVITEES OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY BASIN BANKS, SLOPES, OR BASIN BOTTOMS LOCATED THEREIN.

13.25 Disclaimer as to Common Property. NONE OF THE LISTED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CAUSES OF ACTION OR CLAIMS FOR ANY BODILY INJURY OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER MATTERS RELATING TO THE USE OF OR ACTIVITIES ON THE COMMON PROPERTY, INCLUDING WITHOUT LIMITATION, ANY PLAYGROUND AND DOCK LOCATED ON THE COMMON PROPERTY. FURTHER, ALL OWNERS AND USERS OF ANY COMMON PROPERTY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, A LOT, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION RELATING TO THE COMMON PROPERTY. THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE OCCURRING ON THE COMMON PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT CERTAIN RECREATIONAL ACTIVITIES ARE BY THEIR NATURE DANGEROUS OR UNSAFE, AND BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS, GUESTS OR OTHER INVITEES OF SUCH LOT OR OTHER PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM USE OF THE COMMON PROPERTY, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY PORTION OF THE COMMON PROPERTY OR IMPROVEMENTS THEREON.

13.26. CONSTRUCTION DISCLAIMER. ALL OWNERS ARE PUT ON NOTICE THAT THE DEVELOPMENT OF THE PROPERTY, INCLUDING THE COMMON PROPERTY AND LOTS WITHIN THE PROPERTY, MAY RESULT IN NOISE, DUST, DEBRIS, ROAD CLOSURES AND DETOURS, THE PRESENCE OF CONSTRUCTION VEHICLES AND OTHER COMMON NUISANCES INHERENT IN THE COURSE OF PROPERTY DEVELOPMENT AND CONSTRUCTION, AND NO OWNER SHALL HAVE ANY CAUSE OF ACTION AGAINST ANY PARTY FOR CONSTRUCTION-RELATED NUISANCES.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Name: _____
Print Name: Debora Rodriguez
Address: 1010 Vineland Rd.
Winter Garden, FL 34787

Name: _____
Print Name: Jeremi Jackson
Address: 57 N Lakeview Ave
Winter Garden, FL 34787

NEW HORIZONS INVESTMENTS, LLC, a Florida limited liability company

By: _____
Name: FRANCO SCALA
Title: MANAGER

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] online notary or [X] physical presence this 20th day of September, 2024 by Franco Scala, as the Manager of NEW HORIZONS INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. S/He [X] is personally known to me or [ ] has produced a driver's license as identification.

(NOTARY SEAL)

DEBORA RODRIGUEZ
MY COMMISSION EXPIRES
JUNE 28, 2025
#HH 101657
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY SIGNATURE

_____
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION:

THAT PORTION OF SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 21; THENCE RUN N00°32'17"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, 332.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN N89°51'26"W ALONG THE NORTH LINE OF THE SOUTH 332.00 FEET TO THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4, 875.07 FEET; THENCE RUN ALONG THE EASTERLY LINE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE POND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 9807, PAGE 2377, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE FOLLOWING FIVE (5) COURSES; N00°32'17"W, 106.00 FEET; N22°38'07"E, 24.97 FEET; THENCE RUN N68°25'18"E, 66.26 FEET; THENCE RUN N05°14'33"W, 65.40 FEET; THENCE RUN N42°03'26"W, 176.85 FEET TO THE SOUTHEASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT DOC# 20160405913, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N34°01'58"E ALONG SAID SOUTHEASTERLY LINE, 59.01 FEET TO THE SOUTHEASTERLY EXTENSION OF AN EASTERLY LINE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE POND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 9807, PAGE 2366, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N29°05'07"W ALONG SAID EASTERLY LINE, 79.93 FEET TO THE NORTH LINE OF SAID FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE POND; THENCE RUN N89°51'12"W ALONG SAID NORTH LINE, 359.87 FEET TO THE EAST LINE OF PARCEL 1, LANDS DESCRIBED IN WARRANTY DEED PER DOC #20160405912, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°08'41"W ALONG SAID EAST LINE, 125.26 FEET TO A LINE ON THE EAST LINE OF SAID PARCEL 1 AND PARCEL 2, OF AFORESAID LANDS DESCRIBED IN WARRANTY DEED PER DOC #20160405912; THENCE RUN N13°02'43"W ALONG SAID EAST LINE, 291.14 FEET TO A LINE 35.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN N00°08'41"W ALONG SAID LINE, 87.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF OAKLAND AVENUE, BEING 30.00 FEET SOUTH OF, WHEN MEASURED PERPENDICULAR TO, THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE RUN S89°48'55"E ALONG SAID SOUTH RIGHT OF WAY LINE, 532.16 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10625, PAGE 4979, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S06°12'46"E ALONG SAID WEST LINE, 311.94 FEET TO A LINE 340.00 FEET SOUTH OF

WHEN MEASURED PERPENDICULAR TO THE AFORESAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21; THENCE RUN S89°48'55"E ALONG SAID SOUTH LINE OF THE NORTH 340.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 562.11 FEET; THENCE RUN N00°11'05"E ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 310.00 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF OAKLAND AVENUE; THENCE RUN S89°48'55"E ALONG SAID SOUTH RIGHT OF WAY LINE, 73.15 FEET TO THE WEST LINE OF LANDS DESCRIBED IN CORRECTIVE DEED PER DOC #20170413733, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°14'47"W ALONG SAID WEST LINE 290.00 FEET TO THE SOUTH LINE OF THE NORTH 320.00 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S89°48'55"E ALONG SAID SOUTH LINE OF THE NORTH 320.00 FEET, 153.97 FEET TO THE EAST LINE OF AFORESAID SOUTHWEST 1/4 OF SECTION 21; THENCE RUN S00°32'17"E ALONG SAID EAST LINE AND ALSO BEING THE WEST LINE OF OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 101, PAGES 73 THROUGH 78, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, 673.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 19.226 ACRES MORE OR LESS.

EXHIBIT "B"

ARTICLES OF INCORPORATION OF ASSOCIATION

Articles of Amendment
to
Articles of Incorporation
of

THE GROVE HOMEOWNER'S ASSOCIATION OF OAKLAND, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N24000002595

(Document Number of Corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

THE GROVE AT THE HARVEST DISTRICT HOMEOWNERS ASSOCIATION, INC.

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." **"Company" or "Co." may not be used in the name***

B. **Enter new principal office address, if applicable:**
(Principal office address MUST BE A STREET ADDRESS) N/A

C. **Enter new mailing address, if applicable:**
(Mailing address MAY BE A POST OFFICE BOX) N/A

FILED
2024 SEP 16 PM 12:09

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent N/A

New Registered Office Address: *(Florida street address)*

(City) . Florida *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee, C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	N/A	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

E. **If amending or adding additional Articles, enter change(s) here**
(*attach additional sheets, if necessary*) *(Be specific)*

N/A

N/A

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 09.11.2024

Signature _____

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

FRANCO SCALA

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

EXHIBIT "C"

BYLAWS OF THE GROVE AT THE HARVEST DISTRICT ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements and Restrictions for the Grove at the Harvest District Homeowners' Association, Inc. recorded or to be recorded in the Official Records of Orange County, Florida, as same may from time to time be amended or supplemented ("**Declaration**") or the Articles of Incorporation of the Grove at the Harvest District Homeowners' Association, Inc. ("**Articles**").

2. Purpose and Powers of the Association. The Association is organized for the purpose of enforcing and fulfilling the objectives and purposes stated in the Declaration, Articles, these Bylaws and the Rules and Regulations, all as may be from time to time amended or supplemented (collectively, the "**Governing Documents**"). The Association shall have all the powers of a not-for-profit corporation organized under Chapter 617 of the Florida Statutes ("**Association Act**"), subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents, the Association Act and Chapter 720 of the Florida Statutes ("**Homeowners 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 Association pursuant to the Governing Documents, the Association Act and the Homeowner's Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Property, including but not limited to the Surface Water Management System and respective Common Property that shall be owned by the Association; (ii) the levy and collection of Assessments; and (iii) 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, the Association Act and the Homeowners Act, including but not limited to the adoption of Rules and Regulations.

Notwithstanding the foregoing, the Association shall specifically have the power to levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water Management System in a manner consistent with the requirements of the District Permit, as amended, and any applicable Water Management District rules, which Assessments shall be used for maintenance and repair of the Common Property, including, but not limited to, the Surface Water Management System and any mitigation, or preservation areas, retention areas, drainage structures, and drainage easements.

3. 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 Governing Documents and the Association Act.

4. Voting Rights. 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.

5. Board Election. The initial members of the Board shall be elected by Declarant as the sole owner of all Lots in the Community. The number of Board members may be modified from time to time, but the initial Board shall consist of either five (5) or (7) Board members. Thereafter, members of the Board shall be elected by a process to be established by the initial Board, as such process may thereafter be modified by resolutions of the Board at a Board meeting called pursuant to this Declaration.

6. Board Meetings.

6.1 Notices of all Board meetings must be posted in a conspicuous place in the Community at least forty-eight (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 seven (7) days before the meeting, except in

an emergency. Notice by electronic transmission shall be permitted in compliance with all applicable laws.

6.2 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 the Rules and Regulations regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and Owners and posted conspicuously within the Community for not less than fourteen (14) days before the meeting.

6.3 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. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via email.

6.4 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Governing Documents. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly schedule meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required.

6.5 Board Meetings must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6.6 If twenty percent (20%) 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 sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement pursuant to Section 6.2 hereof. Each Member shall have the right to speak for at least three (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.

7. Indemnification of Directors.

7.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him or her 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 or she may be a party or in which he or she may become involved by reason of being or having been a Director or Officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he or she so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any 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 of Directors of the Association 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.

7.2 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 or she is not to be indemnified by the Association as authorized by these Bylaws.

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

8. Members Meetings.

8.1 Notice of Meetings. The Association shall give all Owners and 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 fourteen (14) day notice requirement 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 the notice and the agenda in compliance with applicable law. A meeting of the Members must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

8.2 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 three (3) minutes on any item; provided, however, that the Association may adopt written Rules and Regulations governing the frequency, duration, and other manner of Member statements, which Rules and Regulation may include a sign-up sheet for Members wishing to speak.

8.3 Quorum; Acts of Members. A quorum at Members' meetings shall be attained by proxy (limited or general), of Members entitled to cast in excess of thirty percent (30%) of the votes of Members entitled to vote at the subject meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except where otherwise provided by law or the Governing Documents.

8.4 Election of Directors. After the Turnover: (a) voting by secret ballot by Member who are not in attendance at a meeting of the Members for the election of Directors shall not be permitted; (b) candidates to the Board may be nominated in advance of the meeting at which the subject Director is to be elected; and (c) Directors must be elected by a plurality of the votes cast by eligible voters.

8.5 Proxy Voting; Electronic Voting. Subject to compliance with the Association Act and Homeowners Act, including Section 720.306(8), Florida Statutes, Members have the right, unless otherwise provided in the Declaration, Association Act, or Homeowners Act to vote in person or by proxy. 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 after giving consent, then the Association may conduct elections and other membership votes through an interest-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met: (i) 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 deadlines, 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.

8.6 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.

8.7 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 ARB)
(f) Appointment/election of Directors (as applicable).
(g) Unfinished business.
(h) New business.
(i) Adjournment.

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

10. Action without a meeting. Notwithstanding anything to the contrary in the Declaration or these Bylaws, to the extent lawful, any action require 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 the approving Member 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 as the effect of a meeting vote and may be described as such in any document.

11. Dissolution of the Association.

11.1 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:

(a) As required by Florida Law.
(b) As set forth in the Declaration.
(c) Any portion of the Property then owned by Declarant and that has not been theretofore conveyed or dedicated to the Association shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdrawal of such Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then record in the Public Records.
(d) Except as otherwise set forth in the Declaration, conveyance to a not for profit corporation homeowner's 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 Surface Water Management System, 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 Orange 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 Orange County, Florida. That portion of the Property consisting of the Surface Water Management System 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.

12. 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.

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